

Meeting Date: 8/11/2015

Report Type: Consent

Report ID: 2015-00603

Title: Agreement: Badger Meter Interface Unit Installation and Programming (Published for Review 07/31/2015)

Location: Citywide

Recommendation: Pass a Motion 1) awarding a Nonprofessional Services Agreement to Ferguson Enterprises, Inc., dba Ferguson Waterworks, for the Badger Meter Interface Unit Installation and Programming for an initial one-year term with the option for two one-year renewals, in an amount not-to-exceed \$1.294 million for the maximum three-year term; and (2) authorizing the City Manager or his designee to approve the annual renewals subject to the availability of funding in the budget approved for the applicable fiscal year(s).

Contact: Michael Malone, Operations Manager, (916) 808-6226; Sheri Adams, Program Specialist, (916) 808-1470, Department of Utilities

Presenter: None

Department: Department Of Utilities

Division: Logistics

Dept ID: 14001451

Attachments:

1-Description/Analysis

2-Bidder Response

3-Agreement

City Attorney Review

Approved as to Form
Joe Robinson
7/29/2015 11:25:38 AM

Approvals/Acknowledgements

Department Director or Designee: Bill Busath - 7/14/2015 11:58:55 AM

Description/Analysis

Issued Detail: The Department of Utilities (DOU) is continuing the deployment of Automated Meter Infrastructure (AMI), which automates the collection of monthly water meter reads via a citywide wireless radio collection system. This technology significantly increases efficiencies by eliminating the need for older drive-by meter read collection systems. To date, approximately 30,000 meter interface units have been installed and programmed throughout the City. DOU anticipates that approximately 40,000 meter interface units will need to be installed and programmed in the next three years. DOU initiated a competitive bid process for these services and Ferguson Enterprises, Inc., dba Ferguson Waterworks, was the lowest responsive and responsible bidder.

Policy Considerations: City Council approval is required for service contracts in amounts of \$100,000 or more.

Economic Impacts: None

Environmental Considerations:

California Environmental Quality Act (CEQA): The Community Development Department, Environmental Planning Services Manager has reviewed the project and has determined that the ongoing installation and programming of meter interface units is exempt from review under CEQA under Section Number 15061 (b)(3) of the CEQA Guidelines. The activity is covered by the general rule that CEQA applies only to projects that have the potential for causing significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on environment, the activity is not subject to CEQA.

Sustainability: The AMI installation and programming services that will be purchased under this contract comply with the City's Sustainability Master Plan Goal to conserve the use and protect the source of water. The implementation of AMI technology promotes sustainability by collecting meter reads accurately and billing customers based on water consumption, thereby providing a financial and ecological incentive to reduce water consumption.

Commission/Committee Action: Not applicable.

Rational for Recommendation: In May 2015, DOU issued Invitation for Bid No. B15141411033 for Badger Orion SE Meter Interface Unit Installation and Programming Services, in accordance with City Code Chapter 3.56. The project was publicly advertised and one bid was received and opened on June 3, 2015. The bidder, Ferguson Enterprises, Inc., dba Ferguson Waterworks, submitted a bid of \$1.294 million for the maximum three-year contract term. Staff recommends contract award to Ferguson Enterprises, Inc., dba Ferguson Waterworks, as the lowest responsive and responsible bidder.

Financial Considerations: The agreement has an initial one-year term, with two one-year renewal options, for a total not-to-exceed amount of \$1.294 million for the maximum three-year term. There are sufficient resources in the Residential Water Metering Program (Z14010000) to fund the first year. Renewal of the contract for succeeding one-year terms will be subject to the availability of sufficient funds in the budget adopted for the applicable fiscal year.

Local Business Enterprise (LBE): Ferguson Enterprises, Inc., dba Ferguson Waterworks, is an LBE.



CITY OF SACRAMENTO

DEPARTMENT OF UTILITIES

Bid Number: B15141411033

INVITATION FOR BID And Contract Specifications Nonprofessional Services

**FOR: Badger Orion SE Meter Interface Unit Installation and
Programming**

Bids Must Be Received Up To The Hour of 2:00 P.M. on June 3, 2015

Bids Must Be Submitted To: Office of the City Clerk
915 I Street, New City Hall
5th Floor Public Counter
Sacramento, CA 95814

Pre-Bid Conference: Wednesday May 20, 2015 @ 10:00AM
Mandatory: Yes Department of Utilities
 No Operation & Maintenance Division
1391 35th Avenue, (Solon Room)
Sacramento, CA 95822

NAME AND ADDRESS OF BIDDER SUBMITTING THIS BID: (Bidder to complete the following information)

Name of Bidder: Ferguson Enterprises, Inc. dba Ferguson Waterworks

Address: 7601 14th Avenue

City, State, Zip Code: Sacramento, CA 95820-3601

Phone Number: 916/801-9374

Email Address: Wesley.hughes@ferguson.com

CITY OF SACRAMENTO

Bid No. B15141411033

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Electronic Bid Document(s) Availability

1. Official Electronic copies of this bid document can be obtained only from the City of Sacramento's official web bid page. <http://www.planetbids.com/portal/portal.cfm?CompanyID=15300>
2. Any additional information (Addenda, Q&A, etc.) pertaining to this bid will also be found at the above official link.
3. Bid information obtained from third party sources **will not be considered official and will not fulfill a bidder's responsibility for all official bid information as posted on our official site at the link above.**

NOTICE: The City has established a minimum 5% participation level for Local Business Enterprises (LBEs) on this contract. Pursuant to City Code Section 3.60.270, no bidder on this contract shall be considered responsive unless its bid meets or exceeds this minimum participation level.

SECTION I REQUIREMENTS

SECTION I – REQUIREMENTS**A. BID INSTRUCTIONS AND REQUIREMENTS**

No Bid Is In Legal Form Unless the Following Instructions Are Fully Complied With:

1. **Additional Copies.** **VENDORS ARE REQUIRED TO SUBMIT AN ORIGINAL BID, INCLUDING ALL REQUIRED ATTACHMENTS SUCH AS BROCHURES AND CATALOGS, TO THE CITY CLERK ON THE DATE AND AT THE TIME AND LOCATION SPECIFIED ON THE COVER SHEET. FAILURE TO DO SO MAY CAUSE YOUR BID TO BE REJECTED.**
2. **Bid Forms.** **Bid must be submitted on these printed forms and sealed in an appropriate envelope or package. Bid submission envelopes/packages shall exhibit the City's bid name and number, and include the vendor's name and address printed on the outside of the envelope/package.**

- a) To obtain an electronic version of this bid go to Procurement's website at <http://www.planetbids.com/portal/portal.cfm?CompanyID=15300>
- b) Bidders are invited to be present at the opening of bids. Bids will be opened, in public, in the Historic City Hall, Historic Chambers, 915 "I" Street, 2nd Floor, Sacramento, CA at or after 2:00 P.M. on, June 3, 2015. After opening, Bids may be inspected in the City Clerk's Office.

(Note: Bids must be submitted up to 2:00 P.M. on the above date)

- c) All bids shall be clearly and distinctly written without erasure or modification, and properly signed by an authorized party, who shall indicate the capacity in which the signature is executed.
3. **Alternate Bids.** Alternate bids are invalid unless invited and covered by the specifications. **Please note, all submissions are subject to rejection when unsolicited alternate bids are submitted.**
4. **Bid Security.** Bid Security is: Required Not Required

If required, bid security approved by the City must accompany the bid, in the amount of ___ % of the total amount of the bid. Bid security can be in the form of a cashier's check, certified check, or a bid bond from a surety company authorized to do business in the State of California. Bid securities will be returned to all except the three lowest Bidders within ten days after the opening of bids. The bid security of the two unsuccessful Contractors will be returned after the successful Contractor has executed the contract. Bid security of the successful Contractor will be returned when the contract is signed and all other contract award requirements have been met.

5. **Interest in More Than One Bid.** No bidder shall be interested in more than one bid (submit more than one bid for this solicitation) as provided by City Code Section 3.56.130(D).
6. **Rejection of Bids.** The right to reject any and all bids is reserved by the City, in its absolute discretion.
7. **Right to Waive.** The City reserves the right to waive any informalities or minor irregularities, as determined in its sole discretion, in connection with bids received.

7A. City's Options. City reserves the following options:

1. The right to award in whole or in part.
2. The right to reject all partial bids.
3. The right to reject any or all bids or make no award.
4. The right to issue subsequent Invitation For Bids (IFB).
5. The right to approve or disapprove the use of particular subcontractors and/or suppliers.
6. The right to waive any informality or irregularity in the bidding process and any bids.
7. The right to accept a bidder's signed offer and issue a purchase order directly to the bidder based on the IFB.

- 8. **City Code.** All provisions of Chapter 3.56 of the City Code are applicable to any bid submitted or contract awarded.
- 9. **Equipment.** If equipment is bid, it shall be the newest and latest model in current production. Used, re-manufactured, shopworn, demonstrator, prototype or discontinued models are not acceptable unless otherwise stipulated by the City.
- 10. **Faithful Performance Bond.** A faithful performance bond is: Not Required Required
 If required, the successful bidder must submit a performance bond in a form approved by the City Attorney, in the amount of _____.
- 11. **Payment Discounts.** Payment discounts offered for payment in less than twenty (20) days will not be considered as a basis of award. Payment discounts offered for payment in twenty (20) or more days will be subtracted from the total bid price for the purposes of bid evaluation. Any payment discount offered by the successful bidder will be accepted by the City of Sacramento, whether or not it was considered as a basis of award. For purposes of award, The City assumes that all invoices are paid within the discount terms (all discounts are taken).
- 12. **Mandatory Pre-Bid Conference.** If a mandatory Pre-Bid Conference is indicated on the Invitation for Bid, all bidders are required to attend the conference. **Failure to attend this conference will result in rejection of your bid.** If a mandatory Pre-Bid Conference is indicated on the Invitation for Bid, bid packages will be made available only through the time and date of the conference. Subsequent addenda, if applicable, will be furnished only to those bidders who attended the Mandatory Pre-Bid Conference.
- 13. **Bid Inquiries.** Questions regarding this bid should be referred to:

Contractual Questions
Operations & Maintenance
 Bill Rhinehart
 Stores Administrator
brhinehart@cityofsacramento.org
 Phone: (916) 808-7792

Technical Questions
Operations & Maintenance
 Sheri Adams
 Program Specialist,
sadamscityofsacramento.org
 Phone: (916) 808-1470

These inquiries must be submitted at least 10 days prior to the bid opening date. Any interpretations by the City will be made in the form of a written amendment. The receipt of such an amendment must be acknowledged in accordance with the directions on the amendment. Oral explanations or instructions given before the award of the contract will not be binding.

- 14. **Bid Evaluation.** In determining the amount bid by each bidder, the City shall disregard mathematical errors in addition, subtraction, multiplication and division that appear obvious on the face of the Bid. When such a mathematical error appears on the face of the Bid, the City shall have the right to correct such error and to compute the total amount bid by the bidder on the basis of the corrected figure or figures.

When an item price is required to be set forth in the Bid, and the total for the item set forth separately does not agree with a figure which is derived by multiplying the item price times the City's estimate of the quantity to be provided or performed for said item, the item price shall prevail over the sum set forth as the total for the item unless, in the sole discretion of the City, such a procedure would be inconsistent with the intent of the bid process. The total paid for each such item of work shall be based upon the item price and not the total price.

Should the Bid contain only a total price for the item and the item price is omitted, the City shall determine the item price by dividing the total price for the item by City's estimate of the estimated quantities to be provided or performed.

If the Bid contains neither the item price nor the total price for the item, then it shall be deemed incomplete and the Bid shall be disregarded.

If prospective bidders are bidding an item "or equal" the bidders shall list the manufacturer's name and product number of the item offered in the space provided. If such information is not provided, it will be assumed that the

bidder is offering the exact item specified. The City's decision as to whether an item is an equal to the item specified shall be final.

15. **Determination of Lowest Responsible Bidder.** Sacramento City Code '3.56.020 provides that the lowest responsible bidder shall be determined as follows:
 - a. In determining whether a bidder is responsible, consideration shall be given to: (i) the quality and performance of the supplies to be provided by the bidder; (ii) the ability, capacity and skill of the bidder to perform the contract or effectuate the transaction; (iii) the ability of the bidder to perform the contract or effectuate the transaction within the time specified, without delay; (iv) the character, integrity, reputation, judgment, experience and efficiency of the bidder; (v) the quality of the bidder's performance on previous purchases by, or contracts with, the City; (vi) the ability of the bidder to provide future maintenance, repair parts and services for the supplies provided.
 - b. Based on the information provided in the bids, the City Council or the City Manager, as the case may be, shall identify those bids that are subject at the time of bid opening to the City's local sales or use tax under the provisions of Part 1.5 of Division 2 of the California Revenue and Taxation Code and Chapter 3.24 of the City Code. The lowest responsible bidder shall be determined after the amount of local sales or use tax that would be received by the City is deducted from such bids. This deduction shall be in addition to the application of any bid price preferences authorized by subsection c, below.
 - c. The City Council may by resolution, from time to time, adopt programs or procedures for providing bid price preferences, including but not limited to, preferences to promote the participation and utilization of local business enterprises, energy conservation and sustainability in the City's contracting for supplies and nonprofessional services. The lowest responsible bidder shall be the responsible bidder whose bid price is the lowest after all bid prices are calculated to include any such preferences. The calculation of such preferences shall be in addition to any deduction of sales or use tax required by subsection b, above.
16. **Pre-Award Conference.** The apparent lowest responsible bidder may be required to attend a pre-award conference at a mutually acceptable time at which requirements of the Contract will be reviewed. At that time, samples of forms, reports etc., will be submitted by the Contractor for final approval.
17. **Award by Item or Group.** The City reserves the right to increase or decrease quantities listed, make separate awards for any item, line-item or category/group of items to the lowest responsible bidders for such items or category/groups of items.
18. **Multiple Awards.** The City reserves the right to make multiple awards in order to provide for alternate sources, to insure continuity of supply if meeting the City's requirements within an acceptable time period exceeds the capacity or capability of the primary contractor(s).
19. **Contract Award.** Within ninety (90) days after the bid opening, a contract will be awarded by the City to the lowest responsible bidder, subject to the right of the City to reject all bids or waive informalities or minor irregularities, as it may deem proper. The time for awarding a contract may be extended in the sole discretion of the City, if required to evaluate bids or for such other purposes as the City may determine, unless the Bidder objects to such extension in writing with his/her bid. The City may accept this bid offer by issuance of a Notice of Award Letter, Contract and/or a Purchase order covering award of said bid to Bidder at any time on or before the 90th day following the day of this official bid is opened by the City. This offer shall be irrevocable for 90 days after bid opening or 90 days after City Council awards the bid, whichever comes last, however this period may be extended by mutual agreement of both parties.
20. **Non Professional Services Agreement.** The bidder(s) recommended for this award will be required to sign the City's standard Non Professional Services Agreement included in this Bid. Bidders are responsible for reading and understanding the attached Non Professional Services Agreement's requirements, terms and conditions prior to submitting their bids.
21. **Emergency/Declared Disaster Requirements.** In the event of an emergency or if a City facility is declared a disaster area by the county, state or federal government, this contract may be subjected to unusual usage. The consultant/vendor/supplier shall service the City during such an emergency or declared disaster under the same

terms and conditions that apply during non-emergency/disaster conditions. The pricing quoted by the consultant/vendor/supplier shall apply to serving the City's needs regardless of the circumstances. If the consultant/vendor/supplier is unable to supply the goods/services under the terms of the contract because of a disruption in its chain of supply or service, then the consultant/vendor/supplier shall provide proof of such disruption which may include, but not be limited to a copy of a letter from the source of supply or service stating reason for the disruption. Additional profit margin as a result of supplying goods/services during an emergency or a declared disaster shall not be permitted.

22. All bids must show the full name of the firm bidding and must be on forms furnished by the City of Sacramento Procurement Division. All responses must be written in ink, printed by typewriter or computer generated. Responses made in pencil will not be considered.
23. **Submission of Bids.** The City is not responsible for misaddressed bid submittals. Please assure that you utilize the address appropriate for the method of delivery. **Bid submissions made via commercial express courier (FedEx, United Parcel Svs.) must be addressed as follows:**

**Office of the City Clerk
915 I Street, New City Hall
5th Floor Public Counter
Sacramento, CA 95814**

Bid submissions made via personal delivery shall be delivered to:

**Office of the City Clerk
915 I Street, New City Hall
5th Floor Public Counter
Sacramento, CA 95814**

24. **Bid Protest.** Bid protests must be filled and maintained in accordance with the provisions of Sections 3.60.460 through 3.60.560 of the Sacramento City Code. Bid protests that do not comply with Sections 3.60.460 through 3.60.560 of the Sacramento City Code shall be invalid and shall not be considered. A bid protest fee of \$750.00 is required at the time of filing to be considered valid in accordance with City of Sacramento Resolution No. 2003-231 dated April 29, 2003. As used herein, the term "bid protest" includes any bid protest that (1) claims that one or more bidders on this contract should be disqualified or rejected for any reason, or (2) contests a City staff recommendation to award this contract to a particular bidder, or (3) contests a City staff recommendation to disqualify or reject one or more bidders on this contract. Sections 3.60.460 - 3.60.560 of the Sacramento City Code are available at: <http://www.qcode.us/codes/sacramento/>

25. Local Business Enterprise (LBE) Participation Requirements (City Contracts no Federal Funds Used)

I. LBE PARTICIPATION REQUIREMENT

On April 3, 2012, the Sacramento City Council adopted a Local Business Enterprise (LBE) Preference Program to provide enhanced opportunities for the participation of local business enterprises (LBEs) in the City's contracting and procurement activities. On November 19, 2013, the City Council increased the LBE preference percentage and authorized City departments to require a minimum 5% LBE participation level in public project and professional service contracts. On December 17, 2013, the City Council amended the City Code to allow City departments to require a minimum 5% LBE participation level in supply and nonprofessional service contracts. Under City Code section 3.60.270, when the specifications or request for proposals or bids for a City contract establish a minimum participation level for LBEs, no proposer or bidder on the contract shall be considered responsive unless its proposal or bid meets the minimum LBE participation level required by the specifications or request for proposals or bids.

The City has established a **minimum 5% participation level for LBEs on this contract.** Under City Code section 3.60.270, no proposer or bidder shall be considered a responsive proposer or bidder unless its proposal or bid meets this minimum LBE participation level.

Bidder and any other business entity listed on the LBE forms submitted shall comply with all applicable laws relating to licensing, permitting, and payment of taxes and fees in the City of Sacramento or County of Sacramento; and shall not be in arrears to the City of Sacramento or County of Sacramento, upon award of a contract.

II. LBE QUALIFICATION

- A. A LBE designated in the proposal or bid must be qualified as a LBE prior to the time set for submission of proposals or bids.
- B. Local Business Enterprise means a business enterprise, including but not limited to, a sole proprietorship, partnership, Limited Liability Company, corporation, or other business entity that has a legitimate business presence in the City or unincorporated county of Sacramento. Proof of legitimate business presence in the City or unincorporated county of Sacramento shall include:
 - 1. Having a current City of Sacramento Business Operation Tax or County of Sacramento Business License for at least twelve (12) consecutive months prior to submission of the proposal or bid; and
 - 2. Having either of the following types of offices or workspace operating legally within the City or unincorporated county of Sacramento for at least twelve (12) consecutive months prior to submission of the proposal or bid:
 - a. The LBE's principle business office or workspace; or
 - b. The LBE's regional, branch or satellite office with at least one full time employee located in the City or unincorporated county of Sacramento.
- C. A LBE must provide a physical address for the basis of location. This excludes P.O. Box addresses.
- D. A LBE must provide a current copy of the City of Sacramento Business Operations Tax Certificate or County of Sacramento Business License.

III. DETERMINATION OF LBE PARTICIPATION LEVEL

- A. Professional and nonprofessional service agreements of \$100,000 or more will be subject to a minimum 5% LBE participation requirement.
- B. To receive credit for the 5% minimum participation requirement, the Contractor must either (a) be a LBE, or (b) subcontract with a business entity that is a qualified LBE.

IV. LBE REQUIREMENTS OF SUCCESSFUL PROPOSAL

- A. LBE RECORDS - The Contractor shall maintain records of all agreements with verified LBE subconsultants or subcontractors for one (1) year after receiving final payment from the City. Such records shall show the name and business address of each LBE subconsultant or subcontractor and the total dollar amount actually paid each LBE subconsultant or subcontractor. Upon completion of the agreement, a summary of these records shall be prepared, certified correct by the Contractor's authorized representative, and furnished to the City. The Contractor shall provide such other information, records, reports, certifications, or other documents as may be required by City, to determine compliance with any provision of the LBE program or these requirements.
- B. REPORTING REQUIREMENTS AND SANCTIONS - Failure to provide specific information, records, reports, qualifications, or any other documents required for compliance with these requirements shall be considered noncompliance with the agreement. If the Contractor fails to correct a deficiency within fifteen (15) days after notification, a deduction may be made from the agreement amount. The deduction shall be ten (10) percent of the estimated value of the services performed during the month, not to be less than \$1,000 nor exceed \$10,000.

- C. PERFORMANCE OF LBE SUBCONSULTANTS - The LBEs listed as subconsultants or subcontractors by the Contractor shall perform the work or services for which they are listed unless the Contractor has received prior written authorization from the City to perform the work or services in another manner. If the City approves the substitution of a LBE listed as a subconsultant or subcontractor by the Contractor, the Contractor will be required to make good faith efforts to replace the original LBE subconsultant or subcontractor with another qualified LBE subconsultant or subcontractor.

V. DEFINITIONS

A. **Local Business Enterprise (LBE)**

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

B. **Contractor**

The successful proposer or bidder who is awarded the professional service or nonprofessional service agreement by the City.

C. **Subconsultant**

The individual, partnership, corporation, firm, or other entity entering into a contract or agreement with the Contractor to perform a portion of the work or services under the professional service agreement.

D. **Subcontractor**

The individual, partnership, corporation, firm, or other entity entering into a contract or agreement with the Contractor to perform a portion of the work or services under the nonprofessional service agreement.

SUBJECT TO PARAGRAPH 7 ABOVE, THE CITY CANNOT ACCEPT A BID FAILING TO COMPLY WITH ANY OF THE ABOVE REQUIREMENTS.



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

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

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

Proposer/Bidder Name: Ferguson Enterprises, Inc Proposal/Bid Amount: 1,294,000.00 Is the Proposer/Bidder a LBE? Yes No

LEE Business Entity Name and Address (subject to verification)	Description of Work or Services to be provided	Estimated Dollar Value of Work or Services
Ferguson Enterprises, Inc 7601 14th Avenue Sacramento, CA 95820-3601	Installation and Programming of Badger Meter Orion SE	\$1,294,000.00

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

COPY AND ATTACH ADDITIONAL SHEETS AS NECESSARY

Page ___ of ___

Form Revised 2/3/2014

SECTION II CONTRACT DOCUMENTS

SECTION II – CONTRACT DOCUMENTS**A. SPECIAL PROVISIONS**

1. **Period of Performance.** Any contracts(s) resulting from this solicitation will be awarded with a base period beginning from _____ thru _____.
2. **Invoices.** The invoice shall include the following information, at a minimum:
 - (1) Contract Name
 - (2) Description of services billed under this invoice.
 - (3) Date of Invoice Issuance
 - (4) Invoice Number
 - (5) CITY's Purchase Order Number
 - (6) Amount of this Invoice
3. **Billing Disputes.** Billing disputes will be addressed on an individual job by job basis. The burden of proof of an incorrect billing shall be on the Contractor. Upon presentation and verification of the information provided by the contractor, the City will review all records and make a final determination and present its finding to the Contractor.
4. **Payment Terms.** Payment terms are net 30 unless Contractor offers a prompt payment discount. All prompt payment discounts if taken shall be computed from the date of delivery or completion and acceptance of material, or from date of receipt of invoice, whichever is latest. Invoices must be submitted as specified at the time of shipping authorization. Partial payments may be made by the City on delivery and acceptance of goods and on receipt of Contractor's invoice.
5. **Points of Contact.** Requests for service(s) may be made by one or several organizational levels within the City.
 - A. The contractual point-of-contact for this contract is:
 - Project Manager
 - Dept.
 - Division
 - Address
 - Phone
 - E-Mail
6. **Authorities / Technical Direction.** The Contractor shall take no direction from any City employee or any other person other than the Procurement Services Manager that changes the terms and condition of the contract action, the Scope of Work, or any change that impacts the cost/price or schedule. Changes authorized by the Procurement Manager will be in the form of a written, official, signed modification to the contract, received by the Contractor before the Contractor will act upon those changes.
7. **Document Protection.** Original documents shall be adequately protected at all times while they are in the possession of the Contractor and returned in the same condition as received.

The Contractor shall not duplicate or allow for duplication of distribution of electronic data provided to Contractor, or created by the Contractor, and may not provide said files for review or use to any third party without written permission from the City of Sacramento.

8. **Quantities Unrestricted.** The City is not limited to purchase all of its requirements from any contract resulting from this request.
9. **Purchase Order.** A Purchase Order will be issued to the Contractor on behalf of the City organization(s) who will be ordering items/services covered in the contract. The Purchase Order will be enclosed with the resulting contract or will be issued shortly thereafter, and will become an integral part of the resulting contract. Each Purchase Order will cite a specific dollar value to cover a particular item or specified period of time. If a contract is for a specific period of time and extends beyond the close of the City's fiscal year of June 30th a second purchase order may be issued.
 - A. The Purchase Order does not supersede any provision of the resulting contract. Performance time and dates are determined solely by the contract, and any modification thereto.
 - B. Delivery of material and/or services are not to begin until receipt of the Purchase Order and/or other notification by the City Procurement Services Manager.
10. **Cooperative Purchasing.** If mutually agreeable to both parties, the use of any resulting contract may be extended to other government agencies. It shall be understood that all terms and conditions as specified herein shall apply. The City of Sacramento will not be an agent, partner or representative of any other government agency as it relates to this specification and is not obligated or liable, including, but not limited to, payment for an order placed by any other government agency.
11. **Additional Services.** Those services not specifically named in the Pricing Schedule shall be negotiated on an individual basis.
12. **Subcontracts and Assignments.** No portion of the work or services, except for the purchase of necessary goods and materials, to be supplied hereunder (including the use of consultants) may be subcontracted in whole or in part, nor assigned by the contractor, nor may assignment of any money due or to become due the contractor under this contract be made without the prior written consent of the City.

Where authorized by the City, the contractor shall select all subcontractors and suppliers on a competitive basis to the maximum practicable extent consistent with the objectives and requirements of the contract.
13. **Pricing.** Prices are maximum for the term of the contract. In the event of a price decline, the benefit of such lower prices shall be immediately extended to the City.
14. **Notification of Material Changes in Business.** Contractor agrees that if experiences any material changes in its business including without limitation, a reorganization, refinancing, restructuring, leveraged buyout, bankruptcy, loss of key personnel, etc., it will immediately notify the City of the changes. Contractor also agrees to immediately notify the City of any condition which may jeopardize the scheduled delivery or fulfillment of Contractor's contractual obligations to the City.
15. **Confidentially of Information.** Contractor shall take all precautions necessary and appropriate to assure the confidentiality of City's record information. Contractor shall limit access to City's records only to contractor's authorized employees, except when they are authorized by the City, contractor shall not reproduce any of the City's records. The City shall have the right to review Contractor's procedures for

handling City records and may make such inspections as it deems necessary to assure that Contractor is adequately safe-guarding City's record information.

Contractor acknowledges that in the course of providing services that they will have access to, and/or will be in possession of, confidential information of the City. Confidential information is defined as all information released to the Contractor for the purpose of having the Contractor perform the contracted for services.

The Contractor shall secure the City's confidential records in a manner to ensure that the information remains confidential. Contractor shall have access to the City's confidential information for the purposes of performing the contracted services.

- 16. Termination for Unsatisfactory Performance.** Whenever, in the opinion of the Procurement Services Manager, the Contractor's performance is not satisfactory, the Contractor shall be advised of the reasons. If the Contractor fails to correct the unsatisfactory conditions within 5 days, the Procurement Services Manager may declare this contract terminated upon 30 days written notice and contract with another Contractor. The City shall have no obligation to give more than two notices of unsatisfactory performance in any calendar year. In the event two such notices of unsatisfactory performance are given in any calendar year, and in the event that Contractor(s) shall again fail to satisfactorily perform services pursuant to this contract, City may thereupon terminate this contract immediately. In the event of termination hereunder, the Contractor and/or surety will be liable and assessed for any and all costs for the re-procurement of the contract services.
- 17. Inspection of Facilities.** The City may require an inspection tour of Contractor's facilities at the location where the work on this contract will be accomplished.
- 18. Modification of Contract.** The City may order changes in the work herein required and may order extra work in connection with the performance of the contract and the Contractor may comply with such orders, except that:
- A. If changes in requirements, reports, or materials are of such a nature as to increase or decrease the cost of any part of the work, the price fixed in the contract will be increased or decreased by such amount as the Contractor and the Procurement Services Manager may agree upon as the reasonable and proper allowance for the increase or decrease in the cost of work.
 - B. No order for any alteration, modification, or extra work which will increase or decrease the cost of the work shall be valid unless the resulting increase or decrease in price shall have been agreed upon in writing and approved by the Procurement Services Manager. No oral statement of any person whomsoever shall in any manner or degree modify or otherwise affect the terms of this contract, including the requirements of the specifications.
- 19. Environmentally Preferable Procurement**
- The City has adopted a "Sustainable Procurement Policy (SPP) and program. The goal is to encourage the procurement of products and services that help minimize environmental impact resulting from use and disposal of these products. Contractors are encouraged to offer Energy Star, Green Seal, EcoLogo, EPEAT, or products that meet FEMP (Federal Energy Management Program) standards for energy consumption. City also encourages contractors to offer products that are produced with recycled materials, where appropriate, unless otherwise requested in this IFB. Contractors will offer products that have minimal virgin materials and maximum use of recycled products. Contractor must work with the City to attain these goals.

Notwithstanding the above, the Contractor agrees to supply the City of Sacramento with environmentally preferable and effective products in compliance with the specifications in this solicitation and provide services that help minimize environmental impact resulting from use and disposal of products specified in this bid.

The Contractor further agrees that its products specified in this bid do not contain any items, ingredients or components prohibited under the City's SPP Policy.

The City may terminate this contract or take other appropriate actions if the contractor fails to comply or provide adequate supporting documentation to substantiate compliance with the City's SP Policy and requirements specified in the bid.

The City's SPP Policy is available on line at:

<http://portal.cityofsacramento.org/Finance/Procurement/Sustainability-Options> or by contacting the Procurement Services Division at (916) 808-6240.

20. **Prevailing Wages**

The services provided under this Agreement constitute "public works" under California Labor Code section 1720 et seq. and are either (a) construction work in an amount exceeding \$25,000, or (b) alteration, demolition, repair, or maintenance work in an amount exceeding \$15,000.

Accordingly, this Agreement is subject to the provisions of Sacramento City Code section 3.60.180 which requires, among other things, that CONTRACTOR pay not less than the prevailing rate of wages, as determined by the Director of the California Department of Industrial Relations pursuant to California Labor Code section 1773. If payment of the prevailing rate of wages is required, CONTRACTOR and every lower-tier subcontractor shall submit certified payrolls and labor compliance documentation electronically when and as required by CITY. CONTRACTOR is responsible for compliance with Sacramento City Code section 3.60.180, and shall include these requirements in every subcontract or subagreement. This Agreement is subject to compliance monitoring and enforcement by the California Department of Industrial Relations, as specified in California Labor Code section 1771.4.

Electrician: Communications & System Installer Communications & System Technician

Directions to the State of California, Department of Industrial Relations wage determination web site:

<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>

- 1.) Click the first 2015-1* General prevailing wage determinations menu (journeyman.)
- 2.) Scroll down to step four – Select "Sacramento" in the drop down menu – this is for the county determinations (sub trades) in excel format.
- 3.) Click open when pop up window appears – this will take a minute to download. When the excel spreadsheet opens up – scroll over to the scope for Electrician.

*You should also look at the increases due in out years if necessary.

SECTION II – CONTRACT DOCUMENTS**B. TECHNICAL SPECIFICATIONS/PLANS/OTHER REQUIREMENTS****Scope of Work**

The City of Sacramento, Department of Utilities is actively seeking bids from qualified bidders, hereinafter referred to as the Contractor, for the purpose of replacing existing Meter Interface Units (MIU) and programming approximately 40,000 City supplied Badger Meter ORION SE (Smart Endpoint) MIU's. The quantity of MIUs shown on the scope of work is the City's best estimate of the MIU units to be installed. The unit price indicated for MIUs will not be adjusted because the actual number of required installations varies from the quantity shown on the bid proposal. The successful bidder agrees to furnish all necessary labor, tools, equipment and services required to perform and complete all work required for the installation of the Badger Meter ORION Smart endpoints (SE) on assigned routes. Installations will be conducted in full accordance with the specifications, terms, and conditions contained in this Bid. The Contractor will be required to be trained in the installation and programming of the Badger Meter ORION SE on Pulse and Encoder registers prior to contract start date. The Contractor must have at least 5 years' experience in automated meter reading and meter interface units (MIU) installation, and will submit a minimum of 3 customer references that demonstrate performance and implementation of similar projects.

Meter Interface Units (MIU), to Install and Program

The Contractor will install and program the Badger Meter ORION SE Nicor End MIU with the NICOR Hydroconn Series III cable, the Badger Meter ADE register pre-wired ORION SE MIU, the Badger Meter ORION SE MIU with wired-end including a splice kit and the Badger Meter recessed ORION cap and/or thru-hole ORION cap and washer kit. Meter Interface Unit's will be connected on water meters, hung on the ORION cap and washer kits and activated as trained and directed by companies or consultants that are licensed to train the installation and programming of Badger Meter ORION SE MIU's.

Installation Photographs

The Contractor shall take installation photographs using a quality camera with a minimum 3 pictures of each install and a minimum of 5 megapixel resolution to clearly capture the requirements outlined as follows:

1. MIU Installation

Photo A: Existing register out reading

Photo B: General meter location in front of property*

Photo C Side shot of the MIU installation

2. Trace (2-wire) register and MIU Installation

Photo A: Existing Trace (2-wire) register out reading

Photo B: General meter location in front of property*

Photo C Side shot of completed MIU & Register Installation

* Photo B not required if the meter is located in an alley. The digital photographs shall be labeled, categorized using the City’s CMMS (Computerized Maintenance Management System) generated work order id, photo letter, and name of installer (e.g., 311096_A_Smith.jpg, 311096_B_Smith.jpg)

and submitted to the City in a mutually agreed upon format and location (e.g. FTP site) within 24 hours..

Endpoint Programming

The Contractor will use the “Sacramento Project ORION SE” wiring diagram to properly install the Badger ORION SE unit to the meter register if splicing of the MIU is necessary.

	Badger/Sensus	Badger	Neptune
ORION SE Endpoint	RTR/ ADE ECRII/ ICE	Trace 2 wire RTR	E-Coder ProRead
RED	RED	RED	BLACK
BLACK	BLACK	BLACK	GREEN
GREEN	GREEN	BLACK	RED

Register Replacements

In the event Contractor encounters a Trace (2-wire) register with a Datamatic MIU, the Contractor shall replace the old register with a Badger ADE register pre-wired ORION SE endpoint. If the Contractor encounters problems with removing the old register the Contractor shall contact Cesar Limon, the City’s AMI Supervisor via email at climon@cityofsacramento.org. City crews will make the necessary replacement, install and program the endpoint. Endpoint installs performed by City crews will be removed from the Contractor’s schedule. The Contractor will provide record of installations completed by both Contractor crews and City crews. The Contractor will submit verified and completed records to the City’s Project Manager on a mutually agreed upon schedule.

Defective or Missing Meters and Registers

It is anticipated that the Contractor will encounter missing meters or registers that do not record a read after the programming water test. In the event that defective or missing meters are discovered, the Contractor shall contact Jon Conover, the City’s Meter Shop Supervisor via email at jconover@cityofsacramento.org. City crews will make the necessary repairs, install and program the endpoint. Endpoint installs performed by City crews will be removed from the Contractor’s schedule. The Contractor will provide record of installations completed by both Contractor crews and City crews. The Contractor will submit verified and completed records to the City’s Project Manager on a mutually agreed upon schedule.

Routing and Scheduling

The City will provide 28 days’ notice to the Contractor from the Notice to Proceed date for each route allowing for the Contractor’s crew scheduling and logistics planning. The City’s Project Manager shall provide the Contractor with installation and programming routes and the City’s schedule of open billing cycles in a useable digital format. The Contractor is required to create and submit an installation schedule to the City’s Project Manager based on the City’s billing cycle. The Contractor represents and warrants that he/she has examined the location of the proposed work and is familiar with the conditions at the place where the work is to be done.

City is permitted to cancel, postpone, or reschedule the scheduled installation of a route without penalty by providing the Contractor 16 days advance email notice to the Contractor's project manager prior to the scheduled route installation start date. The Contractor may charge the City for all documented travel fees and penalties directly related and resulting from the City's cancellation, postponement, or rescheduling of a scheduled installation route without 16 days prior notice.

Since these meters are in the City's production billing cycle, it is imperative that routes are completed on schedule in their entirety to avoid billing cycle omissions. The City may charge the Contractor for City staff time at the rate documented in the City's work order management system related to incomplete installations impacting the City's production billing cycle. Contractor shall not be charged for incomplete routes caused by insufficient inventory of City supplied parts.

Upon completion of a route, the City shall perform any test reasonably necessary to determine faulty workmanship or installation. City staff shall inspect and/or verify installation and programming of all endpoints for each route within three weeks of the route installation start date. City shall provide Contractor with notice of rejection within this time period of any faulty workmanship or installation. If the City anticipates that a route install and verification will exceed this three week window, the City shall contact the Contractor as soon as possible and a new rejection term for the specific route shall be set to the agreement of both parties. After the three week period, or as alternately arranged, City shall be deemed as having accepted the installation.

Site

The installation contractor shall be required to leave the installation site in a clean neat condition equal to or better than the original condition of the site.

Required Equipment

Contractor shall use the Trimble Ranger 3 handheld computer, with the ORION Endpoint Utility to program ORION SE units.

GPS

The installation contractor shall capture GPS positioning from the meter pit with 3-5 meter accuracy using geo-positioning software. All GPS data must link to the Utilities GIS database and be provided in a shape file.

City Supplied Parts

The City will supply the following parts 1) ORION SE endpoint 2) Badger ADE register pre-wired ORION SE endpoint 3) splice kits 4) Recess ORION Cap and/or Through Hole ORION Cap & Washer 5) Mushroom cap for concrete meter lid with pre-drilled hole 6) City of Sacramento magnetic decal for placement on Contractor's vehicles 7) City Contractor ID Badge. Note: If any City supplied parts are lost or stolen, the Contractor is responsible for reporting it immediately to the City's Project Manager.

Contractor Receipt of City Supplied Parts

The Contractor shall pick up all City supplied parts at the City Corporation Yard, located at 5730 24th Street Bldg # 22. The Contractor shall be responsible for scheduling pick-ups, receiving and transporting these items from the City's Corporation yard. All parts, once received, shall become the responsibility of the Contractor. Replacement of lost or damaged parts shall be at the Contractors expense.

Inventory Management

The Contractor shall work with the City warehouse staff to obtain all City supplied parts. To initiate the parts ordering process, Contractor shall fill out a Parts Request form provided by the City in an electronic format (See Attachment A). A complete Parts Request form shall be emailed to a Stores Administrator. City warehouse staff shall have parts available for pick-up within five business days of receiving a Parts Request form. Contractor will be notified as soon as possible if parts are unavailable. The Contractor shall schedule a pick-up by contacting a Stores Administrator.

The Contractor shall pick-up all City supplied parts at the City's Corporation Yard, 5730 24th Street, Bldg. #22. At pick-up, the Contractor shall verify that their parts request has been filled correctly by reviewing their order and signing for receipt of parts at the bottom of the Parts Request form. A copy of the completed and signed Parts Request form and a list of serial numbers for all ORION SE endpoints being issued shall be supplied by City warehouse staff to the Contractor.

Upon completion of the project, any unused City supplied parts shall be returned to the City's Corporation Yard, 5730 24th Street, Bldg. #22. The Contractor shall coordinate with a Stores Administrator to schedule the return of unused or defective parts. Prior to arriving, the Contractor shall complete a Parts Return form(s) provided by the City in an electronic format (See Attachment B). One form and serial number list shall be provided for each return type. Return types include unused, damaged, and defective. The Contractor shall complete a Parts Return form and attach a list of serial numbers for all ORION SE endpoints being returned for each type of return. All parts shall be placed in separate boxes or containers based on return type and marked accordingly; under no circumstances shall unused parts, damaged parts, and defective parts be placed in the same box or container. All returned unused parts shall be in like new condition to the satisfaction of a Stores Administrator. The cost of damaged, lost, or unreturned City supplied parts will be deducted from the Contractor's final payment at project closeout. The Contractor bears the sole financial responsibility for damage to City supplied parts during installation and shall reimburse or credit the City for the full price of each part damaged during installation. The contractor shall have 100% accountability of assigned material at all times.

Defective Parts/Failure Rate

The City anticipates that there may be a failure rate of approximately less than 0.25% of Badger ORION SE endpoints that will require replacement. Defective units will be exchanged at the City Corporation Yard located at 5730 24th Street, Bldg # 22 as indicated in the "Inventory Management" section.

When the Contractor identifies a unit as defective, the Contractor shall be responsible for exchanging it for another unit. All work associated with the defective unit, such as but not limited to the transporting, installing and programming of the defective unit shall be at no additional charge to the City. In other words, Contractor shall be paid only the unit rate for installing and programming one unit, and **no additional payment will be made to the Contractor for replacement and programming if the unit is defective**, whether or not the actual failure rate is more or less than the anticipated failure rate of less than 0.25%. The Contractor shall not be responsible for subsequent failures after the first read.

Utility Import Tool

The Contractor will receive Meter Information Sheets as a Source Document (See Appendix A for sample fields and values) for the installation project area. The Contractor shall work with City staff to define required fields to be collected and viewable in the Contractor's work order system. The Contractor shall export the completed project information in the format required by the City with all

required fields collected for back update into the City's CMMS (Computerized Maintenance Management System).

Data

The Contractor shall supply automated installation information management process, so that little or no information has to be captured or entered manually. This will include an automatic upload into the Utility Billing Software. The following information will be included in the data upload:

- a. Water meter account number
- b. Address
- c. New MIU numbers
- d. Current Read
- e. Meter Box Type/size
- f. Meter Box Lid Type
- g. Hole or no hole in lid
- h. Meter Box Location
- i. Meter Box Issue
- j. Register Type
- k. GPS

Quality Audit and Quality Control

Meter information sheets will be uploaded electronically to the Contractor's work order management system and audited for accuracy. The Contractor shall offer the City 24 hour/7 days a week electronic access to their work order management system for downloadable audit reports and installation information. Contractor shall have capability to customize their work order system and reports to meet the City's requirements.

Invoicing

The Contractor must provide a detail report with the invoice that will include the following for each endpoint installed:

Work Order ID (City provided)

Address

Meter Serial Number

Transponder Number(s)

MIU type

References

The Installation Contractor shall show evidence of satisfactory installation services being completed on a minimum of three projects.

Prequalification Language

The Contractor will be required to be trained in the installation and programming of the Badger Meter ORION SE on Pulse and Encoder registers prior to contract start date. The Contractor must have at least 5 years’ experience in automated meter reading and meter interface units (MIU) installation and provide experienced trained installers.

Pre-Bid Meeting

Potential bidders will verify the City’s source document is compatible with the vendor’s system for the collection of AMI installation data. City will provide a CD with source documents to test the vendor’s system capabilities prior to the bid process. Criteria and instructions will be provided during a scheduled prequalification meeting.

- A. Potential bidders are required to use the City’s Excel spreadsheet with pre-filled project information for upload into the vendor’s system.
- B. Potential bidders are required to provide GIS spatial data for each project area. The preferred format is a file geodatabase.

Milestones

Contractor will meet the following project milestones to avoid penalty.

Milestone No.	Milestone Description	Target	Penalties
1.0	Troubleshoot and resolve warranty work	Within 24 hours of receiving the exception report	\$10 per end point per day.
2.0	AMI installation data collection	Within timeframe of extract date provided in the project schedule	\$18 per end point per day
3.0	AMI installation data quality	All data complete and accurate by City standards	\$570 per day or per Cycle.

* The Contractor must provide sufficient notification to the Project Manager if completion by one year from the date of the contract target is at risk.

Prevailing Wage

Contractor will use the Comm & System Installer position classification to calculate prevailing wage unless another classification can be justified. The Position used must be included in the bid documents on the Bid Sheet.

All payrolls will be submitted through LCP Tracker unless otherwise notified.

Attachment A

AMI CONTRACTOR – CITY SUPPLIED PARTS

REQUEST FORM

Employee Name: _____ Request Date _____ Need By Date _____

Contractor Name _____ Phone #: _____

Assigned Route: _____ Start Date: _____ End Date: _____

ORDER INFORMATION				
Items	ITEM DESCRIPTION			
1	Select Badger PART#	-		
	<input type="text"/>	<input type="text"/>	<input type="text"/>	QUANTITY
2	Select Badger PART#	-		
	<input type="text"/>	<input type="text"/>	<input type="text"/>	QUANTITY
3	Select Badger PART#	-		
	<input type="text"/>	<input type="text"/>	<input type="text"/>	QUANTITY
4	Select Badger PART#	-		
	<input type="text"/>	<input type="text"/>	<input type="text"/>	QUANTITY
5	Select Badger PART#	-		
	<input type="text"/>	<input type="text"/>	<input type="text"/>	QUANTITY
6	Select Badger PART#	-		
	<input type="text"/>	<input type="text"/>	<input type="text"/>	QUANTITY
7	Select Badger PART#	-		
	<input type="text"/>	<input type="text"/>	<input type="text"/>	QUANTITY
8	Select Badger PART#	-		
	<input type="text"/>	<input type="text"/>	<input type="text"/>	QUANTITY
9	Select Badger PART#	-		
	<input type="text"/>	<input type="text"/>	<input type="text"/>	QUANTITY

PARTS REQUEST VERIFICATION:

Request Filled By: (Print Name) _____

Request Filled By: (Signature) _____

Date: _____

Received By Contractor Employee: (Print Name) _____

Received By Contractor Employee: (Signature) _____

Date: _____

Attachment B

AMI CONTRACTOR – CITY SUPPLIED PARTS

RETURN FORM

Contractor Name _____ Return Date: _____

Employee Name: _____ Phone #: _____

Assigned Route: _____ Start Date: _____ End Date: _____

Return Type: DAMAGED DEFECTIVE UNUSED

Each return type should be listed on separate forms so please select **only one** return type for all item listed below.

RETURN INFORMATION					
Items	ITEM DESCRIPTION				
1	Select Badger PART#	-			
	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	QUANTITY
2	Select Badger PART#	-			
	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	QUANTITY
3	Select Badger PART#	-			
	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	QUANTITY
4	Select Badger PART#	-			
	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	QUANTITY
5	Select Badger PART#	-			
	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	QUANTITY
6	Select Badger PART#	-			
	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	QUANTITY
7	Select Badger PART#	-			
	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	QUANTITY
8	Select Badger PART#	-			
	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	QUANTITY
9	Select Badger PART#	-			
	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	QUANTITY

PARTS RETURN VERIFICATION:

Returned by Contractor Employee: (Print Name)

Returned by Contractor Employee: (Signature)

Date: 24 | Page 26 of 136

Appendix A

Sample Meter Information Fields and Values

WORKORDERID	WOADDRESS	SUPERVISOR	PROJECTNAME	LOCATION
234234	123 HOLLYWOOD BLVD	SMITH, JOHN	EXRTE118	116EWLL, 23SSC

METER_SERIAL_NO	METER_SIZE	METER_MANUFACTURER	METER_MODEL	REGISTER_M
36471966	1" Meter	Elster Meter	Displacement	1 cubic foot

TRANSPONDER_M	TRANSPONDER_M_OLD	CURRENT_READ_M	CURRENT_READ_P
	14001136		

METER_BOX_ISSUE	METER_BOX_LID	METER_BOX_TYPE	METER_BOX_SIZE	REGISTER_TY

HOLE_IN_METER_BOX_LID	METER_BOX_LOCATION

Exhibit A
Sample Open Maintenance Period Schedule

July 2015			August 2015			September 2015			October 2015			November 2015			December 2015		
Field Start Date	Field End Date	Last Date	Field Start Date	Field End Date	Last Date	Field Start Date	Field End Date	Last Date	Field Start Date	Field End Date	Last Date	Field Start Date	Field End Date	Last Date	Field Start Date	Field End Date	Last Date
7/1/15	7/16/15	7/17/15	8/3/15	8/16/15	8/17/15	9/1/15	9/15/15	9/16/15	10/1/15	10/15/15	10/16/15	11/2/15	11/15/15	11/16/15	12/2/15	12/15/15	12/16/15
7/2/15	7/19/15	7/20/15	8/4/15	8/17/15	8/18/15	9/2/15	9/17/15	9/18/15	10/5/15	10/18/15	10/19/15	11/3/15	11/16/15	11/17/15	12/3/15	12/16/15	12/17/15
7/6/15	7/20/15	7/21/15	8/5/15	8/18/15	8/19/15	9/3/15	9/20/15	9/21/15	10/6/15	10/19/15	10/20/15	11/4/15	11/17/15	11/18/15	12/4/15	12/17/15	12/18/15
7/7/15	7/21/15	7/22/15	8/6/15	8/20/15	8/21/15	9/8/15	9/21/15	9/22/15	10/7/15	10/20/15	10/21/15	11/5/15	11/17/15	11/18/15	12/7/15	12/20/15	12/21/15
7/8/15	7/23/15	7/24/15	8/10/15	8/23/15	8/24/15	9/9/15	9/22/15	9/23/15	10/8/15	10/22/15	10/23/15	11/9/15	11/22/15	11/23/15	12/8/15	12/22/15	12/23/15
7/9/15	7/26/15	7/27/15	8/11/15	8/25/15	8/26/15	9/10/15	9/24/15	9/25/15	10/12/15	10/25/15	10/26/15	11/10/15	11/23/15	11/24/15	12/9/15	12/25/15	12/26/15
7/13/15	7/27/15	7/28/15	8/12/15	8/27/15	8/28/15	9/14/15	9/27/15	9/28/15	10/13/15	10/27/15	10/28/15	11/12/15	11/24/15	11/25/15	12/10/15	12/25/15	12/26/15
7/14/15	7/28/15	7/29/15	8/13/15	8/27/15	8/28/15	9/15/15	9/28/15	9/29/15	10/14/15	10/28/15	10/29/15	11/13/15	11/26/15	11/27/15	12/14/15	12/25/15	12/26/15
7/15/15	7/30/15	7/31/15	8/17/15	8/31/15	9/1/15	9/16/15	9/29/15	9/30/15	10/15/15	10/29/15	10/30/15	11/16/15	11/29/15	11/30/15	12/15/15	12/28/15	12/29/15
7/16/15	8/2/15	8/3/15	8/18/15	9/1/15	9/2/15	9/17/15	10/1/15	10/2/15	10/19/15	11/1/15	11/2/15	11/17/15	11/30/15	12/1/15	12/16/15	12/28/15	12/29/15
7/20/15	8/3/15	8/4/15	8/19/15	9/3/15	9/4/15	9/21/15	10/4/15	10/5/15	10/20/15	11/2/15	11/3/15	11/18/15	12/1/15	12/2/15	12/17/15	12/29/15	12/30/15
7/21/15	8/4/15	8/5/15	8/20/15	9/6/15	9/7/15	9/22/15	10/5/15	10/6/15	10/21/15	11/2/15	11/3/15	11/19/15	12/3/15	12/4/15	12/21/15	12/29/15	12/30/15
7/22/15	8/6/15	8/7/15	8/24/15	9/7/15	9/8/15	9/23/15	10/6/15	10/7/15	10/22/15	11/4/15	11/5/15	11/20/15	12/3/15	12/4/15	12/21/15	12/30/15	12/31/15
7/23/15	8/9/15	8/10/15	8/25/15	9/8/15	9/9/15	9/24/15	10/8/15	10/9/15	10/26/15	11/5/15	11/6/15	11/23/15	12/6/15	12/7/15	12/22/15	12/30/15	12/31/15
7/27/15	8/10/15	8/11/15	8/26/15	9/10/15	9/11/15	9/28/15	10/11/15	10/12/15	10/27/15	11/8/15	11/9/15	11/24/15	12/7/15	12/8/15	12/23/15	12/30/15	12/31/15
7/28/15	8/11/15	8/12/15	8/27/15	9/13/15	9/14/15	9/29/15	10/13/15	10/14/15	10/28/15	11/9/15	11/10/15	11/25/15	12/9/15	12/10/15	12/28/15	12/30/15	12/31/15

SECTION III

BIDDER RESPONSE DOCUMENTS

SECTION III – BIDDER RESPONSE DOCUMENTS

**A. ITEMS THAT MUST BE SUBMITTED BY SUCCESSFUL
BIDDER PRIOR TO START OF CONTRACT**

The following documents are required to be completed and submitted by the successful bidder prior to the award of contract of the contract:

1. CERTIFICATE OF INSURANCE

Successful bidders are REQUIRED to submit the necessary Certificate(s) of Insurance as called for in the General Provisions prior to award of the contract.

2. BUSINESS OPERATIONS TAX CERTIFICATE

Chapter 3.08 of the Sacramento City Code requires that anyone conducting business in the City of Sacramento obtain a **Business Operations Tax Certificate** and pay the applicable tax if necessary. Successful bidders will be REQUIRED to show compliance with this requirement prior to award of the contract.

To obtain information about the Business Operations Tax Certificate, contact the City of Sacramento, Revenue Division, 915 I Street, Room 1214, Sacramento, CA 95814, or telephone (916) 808-8500

B. BID GUARANTEE (If Applicable)

C. PERFORMANCE BOND (If Applicable)

D. PAYMENT BOND (If Applicable)

F. ITEMS REQUIRING BIDDER RESPONSE

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

1. LBE FIVE PERCENT (5%) PARTICIPATION

On April 3, 2012, the Sacramento City Council adopted a Local Business Enterprise (LBE) Preference Program to provide enhanced opportunities for the participation of local business enterprises (LBEs) in the City's contracting and procurement activities. On November 19, 2013, City Council increased the LBE preference and authorized City departments to require minimum LBE participation levels in individual contracts. Under City Code section 3.60.270, when the bid specifications for a City contract establish a minimum participation level for LBEs, no bidder on the contract shall be considered responsive unless its bid meets the minimum LBE participation level required by the bid specifications.

The City has established a minimum 5% participation level for LBEs on this contract. Pursuant to City Code Section 3.60.270, no bidder on this contract shall be considered responsive unless its bid meets or exceeds this minimum participation level.

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

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

A. LOCAL BUSINESS ENTERPRISE (LBE)

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

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

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

1010033

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

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

Ferguson Waterworks/Groeniger and Company

7601 14th Avenue

Sacramento, CA 95820-3601

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

2. PAYMENT DISCOUNT

Will you offer a prompt payment discount? Yes [] or No [X] (Net 30 days)

If Yes, the Payment Discount is _____% for payment within _____ calendar days, which will be computed from the date delivery is made and is accepted by the City, or the date a proper invoice is received, whichever is later.

PAYMENT DISCOUNTS SHALL BE CONSIDERED IN AWARDING THE CONTRACT AS SET FORTH IN THE "BID INSTRUCTIONS AND REQUIREMENTS", PARAGRAPH 11 (ENTITLED "PAYMENT DISCOUNTS").

3. ELECTRONIC FUNDS TRANSFER (EFT) (informational only):

Do you have the ability to accept electronic payments (EFT)? Yes [X] or No []

If Yes, what percentage discount would you offer the City to be paid through EFT? 0 %

SECTION III – BIDDER RESPONSE DOCUMENTS

G. PRICING SCHEDULE

For furnishing to the City of Sacramento, pricing, in accordance with the provisions and specifications contained herein. The following quantity is the City's anticipated requirement for this bid. Quantities and types; Badger Meter ORION SE Nicor End with the NICOR Hydroconn Series III cable, the Badger Meter ADE register pre-wired ORION SE and the Badger Meter ORION SE MIU are estimates only and subject to increase or decrease over the contract life. When pricing your bid, estimate a failure rate for defective meter interface units (MIU's) of .025%

NO ADDITIONAL FUNDS WILL BE ALLOCATED FOR DEFECTIVE REPLACEMENT.

Base Bid: 40,000 Each Per quantities listed on Section II item B. Page 17

70,000 Each installation and programming of Badger Meter ORION SE Nicor End with the NICOR Hydroconn Series III cable, the Badger Meter ADE register pre-wired ORION SE, and the Badger Meter ORION SE MIU.	\$ <u>32.35</u>
--	-----------------

Grand Total Badger Meter ORION SE Installation and Programming	\$ <u>1,294,000.00</u>
---	-------------------------------

Price must include all items indicated under the Technical Specification and or listed equivalent items.

Include full installation and programming warranty information with your bid.

SECTION III – REQUIREMENTS

H. BID SIGNATURE PAGE

FOR SERVICES/SUPPLIES: Badger Orion SE Meter Interface Unit Installation and Programming

To the City of Sacramento:

The undersigned bidder (hereafter referred to as the "bidder" or the "Contractor") submits the attached bid, and certifies as follows: that the only persons or parties interested in this bid as principals are those named herein as bidder; that this bid is made without collusion with any other person, firm, or corporation; that in submitting this bid the bidder has examined all of the Contract Documents identified below; that the bidder proposes and agrees that if this bid is accepted, the bidder will execute and fully perform the contract for which bids are called; that the bidder shall perform all the work and/or furnish all the materials specified in the Contract Documents, in the manner and time therein prescribed, and according to the requirements as therein set forth; and that the bidder shall take in full payment therefore, the prices set forth in the attached Pricing Schedule.

CONTRACT DOCUMENTS

Performance of and payment for the contract for which bids are called shall be subject to all terms and conditions of the Invitation for Bid, the Bid Instructions and Requirements, the Bid, the Pricing Schedule(s), the Items Requiring Bidder Response, the Required Submittals, the General Conditions, General Provisions and any Addenda, Amendments, Special Provisions, Specifications, Plans, or other requirements applicable to performance of the work and/or furnishing the materials specified herein. Such documents referred to herein as the "Contract Documents", are fully incorporated herein by this reference and are collectively referred to as the "Contract". By submitting this Bid, the Contractor agrees to fully perform each and every provision of the Contract, provided that City awards the Contract to the Contractor, and provided further that City shall have no obligation hereunder unless and until such award is made. Contractor shall not make any changes to this form without City's written approval, and any changes made without such approval shall be void.

To Be Filled Out By Bidder

NAME OF CONTRACTOR: Ferguson Enterprises, Inc. dba Ferguson Waterworks

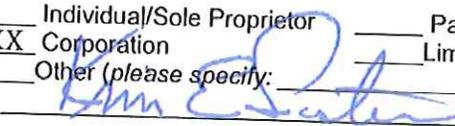
ADDRESS: 7601 14th Avenue Sacramento, CA 95820-3601

PHONE #: 916/801-9374 FAX #: _____ E-MAIL: wesley.hughes@ferguson.com

STATE TAX I.D. #: SRZ0HB97-540458 FED. TAX I.D. #: 54-1211771

City of Sacramento Business Operation Tax Certificate #: 1010033
(Contract award will not be processed without a valid and current Certificate Number.)

TYPE OF BUSINESS ENTITY (check one): Individual/Sole Proprietor Partnership
 Corporation Limited Liability Company

BY: (signature of authorized person) 

PRINT NAME: Kim Foster

TITLE: Business Development Manager

Note: All information submitted in or in connection with a bid is submitted under penalty of perjury. The City shall have the right to terminate at any time any contract awarded pursuant to a bid that contains false information.

PROJECT #:
PROJECT NAME:
DEPARTMENT:
DIVISION:

CITY OF SACRAMENTO

NONPROFESSIONAL SERVICES AGREEMENT

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

Name of Contractor
Address
Phone/Fax

("CONTRACTOR"), who agree as follows:

1. **Contract.** The Contract shall consist of this Agreement and each of the following documents (if applicable), which are incorporated herein by reference.

Invitation to Bid
Instructions to Bidders
Local Business Enterprise (LBE) Requirements
Drug-Free Workplace Policy and Affidavit
Declaration of Compliance (Equal Benefits Ordinance)
Declaration of Compliance (Living Wage Ordinance)

Contractor's Bid Proposal Form
Workers' Compensation Certificate
Certificate(s) of Insurance
Technical Specifications

2. **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.

3. **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.

4. **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.

5. **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 therefore, the General Provisions shall control over said terms or conditions.

6. **Wage Requirements.** This Agreement is subject to the provisions of Sacramento City Code Chapter 3.58, Living Wage. The requirements of Sacramento City Code Chapter 3.58 are summarized in Exhibit E. The CONTRACTOR is required to sign the attached Declaration of Compliance (Living Wage Ordinance) to assure compliance with these requirements. In addition, for services that constitute "public works" under California Labor Code section 1720 et seq., payment of prevailing rate of wages is required as indicated in Exhibit A, Section 4 of this Agreement. If both prevailing wage and living wage requirements apply, CONTRACTOR shall pay the higher of the two rates.

7. **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 F. CONTRACTOR is required to sign the attached Declaration of Compliance (Equal Benefits Ordinance), to assure compliance with these requirements.

8. **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.

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

Executed as of the day and year first above stated.

CITY OF SACRAMENTO
A Municipal Corporation

By: _____

Print name: _____

Title: _____

For: John F. Shirey, City Manager

ATTEST:

City Clerk

APPROVED TO AS FORM:

City Attorney

Attachments

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

Badger Orion SE Meter Interface Unit Installation and Programming

CONTRACTOR:

NAME OF FIRM

Federal I.D. No.

State I.D. No.

City of Sacramento Business Op. Tax Cert. No.

TYPE OF BUSINESS ENTITY (check one):

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

Signature of Authorized Person

Print Name and Title

Additional Signature (if required)

Print Name and Title

**DECLARATION OF COMPLIANCE
Living Wage Ordinance**

Name of Contractor: Ferguson Enterprises Inc dba Ferguson Waterworks

Address: 7601 14th Avenue, Sacramento, CA 95820-3601

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

1. Contractor has read and understands the Living Wage Requirements (the "Requirements") attached hereto as Exhibit E.
2. As a condition of receiving this Contract, Contractor agrees to fully comply with the Requirements, as well as any additional requirements that may be specified in the City of Sacramento's Living Wage Ordinance codified at Chapter 3.58 of the Sacramento City Code (the "Ordinance"). If required by the Ordinance, Contractor will pay not less than the minimum compensation specified in the Ordinance to Contractor's employees, for all time spent performing any work under this Contract.
3. If the amount of this Contract is less than \$100,000, as a condition of receiving this Contract, Contractor will notify the City of Sacramento ("City") in writing if the aggregate value of this Contract and of any other Nonprofessional Services contract(s) covered by the Ordinance that the City has awarded to Contractor within the previous 12 months, is \$100,000 or more.
4. Contractor acknowledges and agrees that the Requirements, the Ordinance and this Declaration shall constitute part of this Contract, and that these provisions shall govern in the event of any conflict with any other provisions of the Contract.
5. Contractor further acknowledges and agrees that any violation of the Requirements or the Ordinance constitutes a material breach of this Contract, and that, if such a breach occurs, the City will be authorized to terminate the Contract, and pursue all available legal and equitable remedies.
6. If requested by the City, Contractor will promptly submit certified payroll records to the City, for itself and/or for Contractor's subcontractor(s), as requested by the City, and Contractor will take any other steps as may be required by the City to determine whether Contractor's subcontractor(s) or Contractor have complied with the Requirements and the Ordinance.
7. Contractor will require all of its subcontractors who are covered by these requirements to comply with the Requirements and any additional requirements that may be specified in the Ordinance, and Contractor will include these requirements in all subcontracts covered by the Ordinance.
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

9.

**DECLARATION OF COMPLIANCE
Equal Benefits Ordinance**

Name of Contractor: Ferguson Enterprises Inc dba Ferguson Waterworks

Address: 7601 14th Avenue, Sacramento, CA 95820-3601

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 F.
2. As a condition of receiving this Contract, Contractor agrees to fully comply with the Requirements, as well as any additional requirements that may be specified in the City of Sacramento's Non-Discrimination In Employee Benefits Code codified at Chapter 3.54 of the Sacramento City Code (the "Ordinance").
3. Contractor understands, to the extent that such benefits are not preempted or prohibited by federal or state law, employee benefits covered by the Ordinance are any of the following:
 - a. Bereavement Leave
 - b. Disability, life, and other types of insurance
 - c. Family medical leave
 - d. Health benefits
 - e. Membership or membership discounts
 - f. Moving expenses
 - g. Pension and retirement benefits
 - h. Vacation
 - i. Travel benefits
 - j. Any other benefit offered to employees

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

4. Contractor understands that Contractor will not be considered to be discriminating in the provision or application of employee benefits under the following conditions or circumstances:
 - a. If the actual cost of providing a benefit to a domestic partner or spouse exceeds the cost of providing the same benefit to a spouse or domestic partner of an employee, Contractor will not be required to provide the benefit, nor shall it be deemed discriminatory, if Contractor requires the employee to pay the monetary difference in order to provide the benefit to the domestic partner or to the spouse.

- b. If Contractor is unable to provide a certain benefit, despite taking reasonable measures to do so, if Contractor provides the employee with a cash equivalent Contractor will not be deemed to be discriminating in the application of that benefit.
 - c. If Contractor provides employee benefits neither to employee's spouses nor to employee's domestic partners.
 - d. If Contractor provides employee benefits to employees on a basis unrelated to marital or domestic partner status.
 - e. If Contractor submits written evidence of making reasonable efforts to end discrimination in employee benefits by implementing policies that will be enacted before the first effective date after the first open enrollment process following the date this Agreement is executed by the City of Sacramento ("City"). Contractor understands that any delay in the implementation of such policies may not exceed one (1) year from the date this Agreement is executed by the City, and applies only to those employee benefits for which an open enrollment process is applicable.
 - f. Until administrative steps can be taken to incorporate nondiscrimination in employee benefits. The time allotted for these administrative steps will apply only to those employee benefits for which administrative steps are necessary and may not exceed three (3) months from the date this Agreement is executed by the City.
 - g. Until the expiration of a current collective bargaining agreement(s) if employee benefits are governed by such collective bargaining agreement(s).
 - h. Contractor takes all reasonable measures to end discrimination in employee benefits by either requesting that the union(s) involved agree to reopen the agreement(s) in order for Contractor to take whatever steps are necessary to end discrimination in employee benefits or by ending discrimination in employee benefits without reopening the collective bargaining agreement(s).
 - i. In the event Contractor cannot end discrimination in employee benefits despite taking all reasonable measures to do so, Contractor provides a cash equivalent to eligible employees for whom employee benefits are not available. Unless otherwise authorized in writing by the City Manager, Contractor understands this cash equivalent must begin at the time the union(s) refuse to allow the collective bargaining agreement(s) to be reopened or not longer than three (3) months after the date this Agreement is executed by the City.
5. Contractor understands that failure to comply with the provisions of Section 4(a) through 4(i), above, will subject Contractor to possible suspension and/or termination of this Agreement for cause; repayment of any or all of the Agreement amount disbursed by the City; debarment for future agreements until all penalties and restitution have been paid in full and/or for up to two (2) years; and/or the imposition of a penalty, payable to the City, in the sum of \$50.00 for each employee, for each calendar day during which the employee was discriminated against in violation of the provisions of the Ordinance.

6. Contractor understands and agrees to provide notice to each current employee and, within ten (10) days of hire, to each new employee, of their rights under the Ordinance. Contractor further agrees to maintain a copy of each such letter provided, in an appropriate file for inspection by authorized representatives of the City. Contractor also agrees to prominently display a poster informing each employee of these rights.
7. Contractor understands that Contractor has the right to request a waiver of, or exemption from, the provisions of the Ordinance by submitting a written request to the City's Procurement Services Division prior to Agreement award, which request shall identify the provision(s) of the Ordinance authorizing such waiver or exemption and the factual basis for such waiver or exemption. The City shall determine in its sole discretion whether to approve any such request.
8. Contractor agrees to defend, indemnify and hold harmless, the City, its officers and employees, against any claims, actions, damages, costs (including reasonable attorney fees), or other liabilities of any kind arising from any violation of the Requirements or of the Ordinance by Contractor.

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



Signature of Authorized Representative

Date: June 3, 2015

Print Name: Kim Foster

Title: Business Development Manager

EXHIBIT A

NONPROFESSIONAL SERVICES AGREEMENT

SCOPE OF SERVICES

1. Representatives.

The CITY Representative for this Agreement is:

Name/Title
Address
Phone/Fax/Email

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

The CONTRACTOR Representative for this Agreement is:

Name of Contractor
Address
Phone/Fax/Email

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. Scope of Services.

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

The services provided shall be as set forth in Attachment 1 to Exhibit A, attached hereto and incorporated herein.

3. 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.

4. Prevailing Wage Requirement. [To be completed by the City Representative:]

The services provided under this Agreement constitute "public works" under California Labor Code section 1720 et seq. and are either [check one if applicable]:

_____ Construction work in an amount exceeding \$25,000; or

X Alteration, demolition, repair or maintenance work in an amount exceeding \$15,000.

If either line is checked above, this Agreement is subject to the provisions of Sacramento City Code section 3.60.180 which requires, among other things, that CONTRACTOR pay not less than the prevailing rate of wages as determined by the Director of the California Department of Industrial Relations pursuant to California Labor Code section 1773. If payment of the prevailing rate of wages is required, CONTRACTOR and every lower-tier subcontractor shall submit certified payroll and labor compliance documentation electronically when and as required by CITY. CONTRACTOR is responsible for compliance with Sacramento City Code section 3.60.180, and shall include these requirements in every subcontract or subagreement. This Agreement is subject to compliance monitoring and enforcement by the California Labor Code section 1771.4.

EXHIBIT B

NONPROFESSIONAL SERVICES AGREEMENT

FEE SCHEDULE/MANNER OF PAYMENT

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

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

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

4. **Payments to CONTRACTOR.**

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

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

- (1) Job Name
- (2) Description of services billed under this invoice, and overall status of project
- (3) Date of Invoice Issuance
- (4) Sequential Invoice Number
- (5) CITY's Purchase Order Number
- (6) Total Contract Amount
- (7) Amount of this Invoice (Itemize all Reimbursable Expenses)
- (8) Total Billed to Date

- (9) Total Remaining on Contract
- (10) Updated project schedule. This shall identify those steps that shall be taken to bring the project back on schedule if it is behind schedule.

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

D. Requests for payment shall be sent to:

*Office
Address
Phone/Fax/Email
Attn: Contact Person*

5. **Additional Services.** Additional Services are those services related to the scope of services of CONTRACTOR set forth in Exhibit A but not anticipated at the time of execution of this Agreement. Additional Services shall be provided only when a Supplemental Agreement authorizing such Additional Services is approved by CITY in accordance with CITY's Supplemental Agreement procedures. CITY reserves the right to perform any Additional Services with its own staff or to retain other contractors to perform said Additional Services.

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

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

EXHIBIT C

NONPROFESSIONAL SERVICES AGREEMENT

FACILITIES AND EQUIPMENT TO BE PROVIDED BY CITY

CITY shall [check one]

_____ Not furnish any facilities or equipment for this Agreement; or

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

- 1). Badger ORION SE endpoints and miscellaneous parts
- 2). The City of Sacramento will require and provide magnetic vehicle door signs with the CITY LOGO, CONTRACTOR, DEPARTMENT OF UTILITIES AND AN INFORMATION CALL NUMBER to identify the contractors vehicles.
- 3). The City of Sacramento will require and provide temporary city identification cards to all contractor staff doing installation and programming as well as supervisorial and logistics staff.

EXHIBIT D

NONPROFESSIONAL SERVICES AGREEMENT

GENERAL PROVISIONS

1. Independent Contractor.

A. It is understood and agreed that CONTRACTOR (including CONTRACTOR's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither CONTRACTOR nor CONTRACTOR's assigned personnel shall be entitled to any benefits payable to employees of CITY. CITY is not required to make any deductions or withholdings from the compensation payable to CONTRACTOR under the provisions of this Agreement, and CONTRACTOR shall be issued a Form 1099 for its services hereunder. As an independent contractor, CONTRACTOR hereby agrees to indemnify and hold CITY harmless from any and all claims that may be made against CITY based upon any contention by any of CONTRACTOR's employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any Services under this Agreement. (As used in this Exhibit D, the term "Services" shall include both Services and Additional Services as such terms are defined elsewhere in this Agreement.)

B. It is further understood and agreed by the parties hereto that CONTRACTOR, in the performance of its obligations hereunder, is subject to the control and direction of CITY as to the designation of tasks to be performed and the results to be accomplished under this Agreement, but not as to the means, methods, or sequence used by CONTRACTOR for accomplishing such results. To the extent that CONTRACTOR obtains permission to, and does, use CITY facilities, space, equipment or support services in the performance of this Agreement, this use shall be at the CONTRACTOR's sole discretion based on the CONTRACTOR's determination that such use will promote CONTRACTOR's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the CITY does not require that CONTRACTOR use CITY facilities, equipment or support services or work in CITY locations in the performance of this Agreement.

C. If, in the performance of this Agreement, any third persons are employed by CONTRACTOR, such persons shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONTRACTOR. It is further understood and agreed that CONTRACTOR shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of CONTRACTOR's assigned personnel and subcontractors.

D. The provisions of this Section 1 shall survive any expiration or termination of this Agreement. Nothing in this Agreement shall be construed to create an exclusive relationship between CITY and CONTRACTOR.

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

2. Licenses; Permits, Etc. CONTRACTOR represents and warrants that CONTRACTOR has all licenses, permits, City Business Operations Tax Certificate, qualifications, and approvals of whatsoever nature that are legally required for CONTRACTOR to practice its profession or provide any services under the Agreement. CONTRACTOR represents and warrants that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for CONTRACTOR to practice its profession or provide such Services. Without limiting the generality of the foregoing, if CONTRACTOR is an out-of-state corporation, CONTRACTOR warrants and represents that it possesses a valid certificate of qualification to transact business in the State of California issued by the California Secretary of State pursuant to Section 2105 of the California Corporations Code.

3. Time. CONTRACTOR shall devote such time and effort to the performance of Services pursuant to this Agreement as is necessary for the satisfactory and timely performance of CONTRACTOR's obligations under this Agreement. Neither party shall be considered in default of this Agreement, to the extent that party's performance is prevented or delayed by any cause, present or future, that is beyond the reasonable control of that party.

4. CONTRACTOR Not Agent. Except as CITY may specify in writing, CONTRACTOR and CONTRACTOR's personnel shall have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. CONTRACTOR and CONTRACTOR's personnel shall have no authority, express or implied, to bind CITY to any obligations whatsoever.

5. Conflicts of Interest. CONTRACTOR covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, that would conflict in any manner with the interests of CITY or that would in any way hinder CONTRACTOR's performance of Services under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor, without the written consent of CITY. CONTRACTOR agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the interests of CITY at all times during the performance of this Agreement. If CONTRACTOR is or employs a former officer or employee of the CITY, CONTRACTOR and any such employee(s) shall comply with the provisions of Sacramento City Code Section 2.16.090 pertaining to appearances before the City Council or any CITY department, board, commission or committee.

6. Confidentiality of CITY Information. During performance of this Agreement, CONTRACTOR may gain access to and use CITY information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "City Information") that are valuable, special and unique assets of the CITY.

CONTRACTOR agrees to protect all City Information and treat it as strictly confidential, and further agrees that CONTRACTOR shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party without the prior written consent of CITY. In addition, CONTRACTOR shall comply with all CITY policies governing the use of the CITY network and technology systems, as set forth in applicable provisions of the City of Sacramento Administrative Policy Instructions # 30. A violation by CONTRACTOR of this Section 6 shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

7. CONTRACTOR Information.

A. CITY shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by CONTRACTOR pursuant to this Agreement. In this Agreement, the term "information" shall be construed to mean and include: any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, photostatting, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. CONTRACTOR shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by CITY.

B. CONTRACTOR shall fully defend, indemnify and hold harmless CITY, its officers and employees, and each and every one of them, from and against any and all claims, actions, lawsuits or other proceedings alleging that all or any part of the information prepared, produced, or provided by CONTRACTOR pursuant to this Agreement infringes upon any third party's trademark, trade name, copyright, patent or other intellectual property rights. CITY shall make reasonable efforts to notify CONTRACTOR not later than ten (10) days after CITY is served with any such claim, action, lawsuit or other proceeding, provided that CITY's failure to provide such notice within such time period shall not relieve CONTRACTOR of its obligations hereunder, which shall survive any termination or expiration of this Agreement.

C. All proprietary and other information received from CONTRACTOR by CITY, whether received in connection with CONTRACTOR's proposal to CITY or in connection with any Services performed by CONTRACTOR, will be disclosed upon receipt of a request for disclosure, pursuant to the California Public Records Act; provided, however, that, if any information is set apart and clearly marked "trade secret" when it is provided to CITY, CITY shall give notice to CONTRACTOR of any request for the disclosure of such information. The CONTRACTOR shall then have five (5) days from the date it receives such notice to enter into an agreement with the CITY, satisfactory to the City Attorney, providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff's attorney fees) incurred by CITY in any legal action to compel the disclosure of such information under the California Public Records Act. The CONTRACTOR shall have sole responsibility for defense of the actual "trade secret" designation of such information.

D. The parties understand and agree that any failure by CONTRACTOR to respond to the notice provided by

CITY and/or to enter into an agreement with CITY, in accordance with

the provisions of subsection C, above, shall constitute a complete waiver by CONTRACTOR of any rights regarding the information designated "trade secret" by CONTRACTOR, and such information shall be disclosed by CITY pursuant to applicable procedures required by the Public Records Act.

- 8. Standard of Performance.** CONTRACTOR shall perform all Services required pursuant to this Agreement in the manner and according to the standards currently observed by a competent practitioner of CONTRACTOR's profession in California. All products of whatsoever nature that CONTRACTOR delivers to CITY pursuant to this Agreement shall be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in CONTRACTOR's profession, and shall be provided in accordance with any schedule of performance specified in Exhibit A. CONTRACTOR shall assign only competent personnel to perform Services pursuant to this Agreement. CONTRACTOR shall notify CITY in writing of any changes in CONTRACTOR's staff assigned to perform the Services required under this Agreement, prior to any such performance. In the event that CITY, at any time during the term of this Agreement, desires the removal of any person assigned by CONTRACTOR to perform Services pursuant to this Agreement, because CITY, in its sole discretion, determines that such person is not performing in accordance with the standards required herein, CONTRACTOR shall remove such person immediately upon receiving notice from CITY of the desire of CITY for the removal of such person.
- 9. Term; Suspension; Termination.**
- A. This Agreement shall become effective on the date that it is approved by both parties, set forth on the first page of the Agreement, and shall continue in effect until both parties have fully performed their respective obligations under this Agreement, unless sooner terminated as provided herein.
- B. CITY shall have the right at any time to temporarily suspend CONTRACTOR's performance hereunder, in whole or in part, by giving a written notice of suspension to CONTRACTOR. If CITY gives such notice of suspension, CONTRACTOR shall immediately suspend its activities under this Agreement, as specified in such notice.
- C. CITY shall have the right to terminate this Agreement at any time by giving a written notice of termination to CONTRACTOR. If CITY gives such notice of termination, CONTRACTOR shall immediately cease rendering Services pursuant to this Agreement. If CITY terminates this Agreement:
- (1) CONTRACTOR shall, not later than five days after such notice of termination, deliver to CITY copies of all information prepared pursuant to this Agreement.
 - (2) CITY shall pay CONTRACTOR the reasonable value of Services rendered by

CONTRACTOR prior to termination; provided, however, CITY shall not in any manner be liable for lost profits that might have been made by CONTRACTOR had the Agreement not been terminated or had CONTRACTOR completed the Services required by this Agreement. In this regard, CONTRACTOR shall furnish to CITY such financial information as in the judgment of the CITY is necessary for CITY to determine the reasonable value of the Services rendered by CONTRACTOR. The foregoing is cumulative and does not affect any right or remedy that CITY may have in law or equity.

10. Indemnity.

A. Indemnity: CONTRACTOR shall defend, hold harmless and indemnify CITY, its officers and employees, and each and every one of them, from and against any and all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, costs and expenses of every type and description, including, but not limited to, any fees and/or costs reasonably incurred by CITY's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), including but not limited to Liabilities arising from personal injury or death, damage to personal, real or intellectual property or the environment, contractual or other economic damages, or regulatory penalties, arising out of or in any way connected with performance of or failure to perform this Agreement by CONTRACTOR, any sub-consultant, subcontractor or agent, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, whether or not (i) such Liabilities are caused in part by a party indemnified hereunder or (ii) such Liabilities are litigated, settled or reduced to judgment; provided that the foregoing indemnity does not apply to liability for any damage or expense for death or bodily injury to persons or damage to property to the extent arising from the sole negligence or willful misconduct of CITY, its agents, servants, or independent contractors who are directly responsible to CITY, except when such agents, servants, or independent contractors are under the direct supervision and control of CONTRACTOR.

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

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

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

Badger Orion SE Meter Interface Unit Installation and Programming

Bid No. B15141411033

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 Worker’s 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)

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

F. Subcontractors

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

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

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

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

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

D. Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or by any orders or instructions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the CITY to be

pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the CITY, and shall set forth what efforts it has made to obtain the information.

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

- (1) Withholding of payments to CONTRACTOR under this Agreement until CONTRACTOR complies;
- (2) Cancellation, termination, or suspension of the Agreement, in whole or in part.

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

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

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

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

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

litigation in such courts, and consent to service of process issued by such courts.

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

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

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

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

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

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

EXHIBIT E

LIVING WAGE REQUIREMENTS
(Nonprofessional Service Agreement)

The Living Wage Ordinance

The City of Sacramento's Living Wage Ordinance (the "LWO") is codified as Chapter 3.58 of the Sacramento City Code. The LWO requires certain firms that enter into agreements or contracts (all subsequent references to a "contract" or "contracts" will refer to both contracts and agreements) to provide certain services to or for the CITY, to pay a specified minimum level of compensation to their employees for time spent performing any work on the CITY contract. The LWO also applies to certain subcontractors.

The LWO applies to contracts entered into, amended, or renewed or extended at the CITY's discretion, on or after March 1, 2004 (the "LWO Effective Date").

Contracts and Contractors Covered by the LWO

Determining whether the LWO applies to a specific CITY contract, contractor or subcontractor, depends on whether the contract, contractor and/or subcontractor meet the criteria specified in the LWO for contract type, contract amount, contractor size (# of employees), subcontract amount and subcontractor size (# of employees). These criteria are summarized below.

Contract Type

The LWO applies only to contracts for Nonprofessional Services. Under the LWO, this includes contracts for any services of a nonprofessional character, including but not limited to tree trimming services, repair services for motor vehicles and office equipment, vehicle towing, and security services.

The LWO does not apply to: (1) Incidental services, such as delivery, installation or maintenance, that are provided under contracts for the purchase or lease of equipment, supplies, or other personal property; (2) contracts that are subject to CITY, state, or federal prevailing-wage requirements; (3) contracts for professional services (including but not limited to services rendered by engineers, architects, auditors, banks, consultants, actuaries and attorneys); and (4) contracts with nonprofit corporations that are organized under section 501 of the Internal Revenue Code and have fewer than 100 employees, whether full or part time.

Contract Amount

The LWO applies to contracts entered into or amended after the LWO Effective Date that provide compensation from the CITY of \$100,000 or more. In addition, the LWO applies to a contract entered into or amended after the LWO Effective Date that, by itself, does not reach

this amount, if the aggregate value of that contract and of any other Nonprofessional Services contracts covered by the LWO that the CITY has awarded to the same person or firm within the previous 12 months, is \$100,000 or more. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE WHETHER THIS AGGREGATE VALUE IS \$100,000 OR MORE, AND TO NOTIFY THE CITY IN WRITING WHENEVER THIS IS THE CASE.

Contractor Size

The LWO only applies to a contractor that has at least 25 employees, working either full or part time. The number of employees that a contractor has is determined by adding the contractor's employees and the employees of any other person or entity deemed to be a "Related Person" under the LWO.^a

Subcontract Amount

The LWO applies to a subcontractor providing services under a covered contract if the amount of the subcontract is at least 25% of the contract amount, without regard to the number of employees the subcontractor has.

Subcontractor Size

The LWO also applies to a subcontractor providing services under a covered contract if the subcontractor has at least 25 employees, working either full or part time, whether or not the amount of the subcontract is at least 25% of the contract amount.

Payment of Living Wage to Covered Employees

If a contractor or subcontractor meets the criteria specified in the LWO for contract type, contract amount, contractor size, subcontract amount and/or subcontractor size, the contractor or subcontractor is deemed to be a "Covered Employer" under the LWO. The LWO requires a Covered Employer to provide specified minimum compensation to its employees who perform work directly related to the CITY contract (these employees are called "Covered Employees" under the LWO), for all hours the Covered Employees perform under the CITY contract.^b

^a The LWO provides that a person or entity is a Related Person when any of the following circumstances exists:

- (1) The person or entity and the contractor are both corporations, and (i) share a majority of members of their governing boards, or (ii) have two or more officers in common, or (iii) are controlled by the same majority shareholder or shareholders (control means more than 50% of the corporation's voting power), or (iv) are in a parent-subsidiary relationship (such a relationship exists when one corporation directly or indirectly owns shares possessing more than 50% of another corporation's voting power); or
- (2) The person or entity otherwise controls and directs, or is controlled and directed by, the contractor, as determined by the City Manager.

^b A Covered Employee includes full-time, part-time, contingent, contract and temporary employees, but does not include: (1) individuals who participate in job-training-and-education programs that have, as their express

purpose, the provision of basic job skills and education to participants, with the goal of earning a high-school-equivalency diploma and permanent employment; (2) student interns; (3) individuals participating in specialized-training programs; and (4) an employee whose term and conditions of employment are governed by a bona fide collective-bargaining agreement containing an express waiver of the LWO.

The minimum compensation required is as follows:

- (1) If health benefits are provided to Covered Employees and the Covered Employer's contribution for the benefits is at least \$1.50 for each hour, then the rates are as follows:
 - (a) During 2007, the greater of \$10.00 an hour or \$9.00 adjusted by the increase in the Consumer Price Index for All Urban Consumers, San Francisco/Oakland/San Jose area (1982--1984=100) from January 1, 2004, through December 31, 2006.
 - (b) For each year after 2007, the rate shall be based on the rate from the immediately preceding year adjusted by the increase in the Consumer Price Index for All Urban Consumers, San Francisco/Oakland/San Jose area (1982--1984=100) from January 1 through December 31 of the immediately preceding year.

- (2) If health benefits are not provided to Covered Employees or if health benefits are provided but the Covered Employer's contribution for the benefits is less than \$1.50 for each hour, then the rates are as follows:
 - (a) During 2007, the greater of \$11.50 an hour or \$10.50 adjusted by the increase in the Consumer Price Index for All Urban Consumers, San Francisco/Oakland/San Jose area (1982--1984=100) from January 1, 2004, through December 31, 2006.
 - (b) For each year after 2007, the rate shall be based on the rate from the immediately preceding year adjusted by the increase in the Consumer Price Index for All Urban Consumers, San Francisco/Oakland/San Jose area (1982--1984=100) from January 1 through December 31 of the immediately preceding year.

Notification to Covered Employees

The LWO requires a Covered Employer to give each existing employee and (at the time of hire) each new employee a copy of the following written notification:

This company may enter into a contract to perform services for the City of Sacramento. If you work on such a contract, then you are entitled to be paid a living wage for each hour so worked. For more information, see Chapter 3.58 of the Sacramento City Code, which can be viewed at www.cityofsacramento.org.

The LWO requires the above notification to be provided in each language spoken by 10% or more of the Covered Employer's workforce.

The LWO also requires a Covered Employer to inform all employees of their possible right to the federal Earned Income Credit (EIC), and to make available to those employees any forms required to secure advance EIC payments from the Covered Employer.

Subcontractor Compliance

A contractor is responsible for requiring all of its subcontractors who are covered by these requirements to comply with the provisions of the LWO, by including these requirements in all subcontracts covered by the LWO.

Other Provisions of the LWOUse of Funds Paid Under CITY Contracts

Under the LWO, Covered Employers may not directly use CITY funds to persuade Covered Employees to support or oppose unionization, and Covered Employers may not directly use CITY funds to schedule or hold meetings related to union representation during the Covered Employees' working hours. These restrictions do not apply to expenditures made during good-faith collective bargaining or to expenditures required under bona fide collective-bargaining agreements.

No Reduction in Non-Wage Benefits

Under the LWO, Covered Employers may not fund any wage increases required by the LWO, nor shall Covered Employers otherwise respond to the enactment of the LWO, by reducing the health, insurance, pension, vacation, or other non-wage benefits of any of their employees.

No Retaliation

The LWO prohibits a Covered Employer from taking any adverse action against a Covered Employee because the Covered Employee does any of the following: (1) exercises or asserts his or her rights under the LWO; (2) informs or assists other Covered Employees concerning their rights and the Covered Employer's obligations under the LWO; (3) complains about the Covered Employer's failure to comply with the LWO; or (4) seeks to enforce the LWO.

No Reduction in Collective-Bargaining Wage Rates

The LWO does not require or authorize any Covered Employer to reduce wages set by a collective-bargaining agreement or required under any prevailing-wage law.

Violations and Monitoring

The LWO provides that any violation of the LWO by a CITY contractor constitutes a material breach of the contract, and authorizes the CITY to terminate the contract and pursue all available legal and equitable remedies. In order to monitor compliance, the LWO authorizes the CITY to require Covered Employers to verify their compliance with the LWO by submitting certified payroll records to the CITY,

and to take such other steps as may be necessary for the CITY to determine whether the requirements of the LWO have been satisfied.

The LWO also includes provisions authorizing an employee or interested person to file a judicial action against a contractor or subcontractor for violation of the LWO.

Declaration of Compliance

To assure compliance with the LWO, any person or entity entering into a contract to provide Nonprofessional Services to or for the CITY, on or after March 1, 2004, is required to provide the CITY with a signed Declaration of Compliance in the form required by the CITY, prior to the CITY's execution of the contract. The Declaration of Compliance shall be signed by a duly authorized representative of the person or entity entering into the contract, and, when accepted by the CITY, shall constitute part of the contract.

Additional Information

- For a complete description of the LWO's provisions, refer to the LWO codified at Sacramento City Code Chapter 3.58. The Sacramento City Code is available on the internet at www.cityofsacramento.org.
- For more information on the LWO requirements and the CITY's LWO program, contact Procurement Services at 916-808-6240.

EXHIBIT F**REQUIREMENTS OF THE NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE****INTRODUCTION**

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

APPLICATION

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

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

DEFINITIONS

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

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

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

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

“Contractor” means any person or persons, firm partnership or corporation, company, or combination thereof, that enters into a Contract with the City. “Contractor” does not include a public entity.

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

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

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

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

EMPLOYER COMPLIANCE CERTIFICATE AND NOTICE REQUIREMENTS

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

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

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

Attachment A



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

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

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

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

The included employee benefits are:

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

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

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

You May . . .

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

City of Sacramento
Procurement Services Division
915 I Street, New City Hall, 2nd Floor
Sacramento, CA 95814

- Bring an action in the appropriate division of the Superior Court of the State of California against the Employer and obtain the following remedies:
 - Reinstatement, injunctive relief, compensatory damages and punitive damages

 - Reasonable attorney's fees and costs

Attachment B



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

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

The included employee benefits are:

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

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

You May . . .

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

City of Sacramento
Procurement Services Division
915 I Street, New City Hall, 2nd 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.

FERGUSON ENTERPRISES, INC. (FEI)

INSTALLATION WARRANTY

For those products installed by Ferguson Enterprises, Inc. (FEI), for a period of one (1) year from installation or first use or occupancy by end user (whichever occurs later and in no event longer than eighteen (18) months from date of installation), FEI warrants that services performed by FEI hereunder shall be provided in a professional and workmanlike manner and in full compliance with local code. Upon receipt of notice from Buyer that installation services were not performed in accordance with the limited warranty herein, FEI shall re-perform the services. This Installation Warranty does not apply if there is evidence of abuse, acts of God or misuse by Buyer or a third party.

**SECRETARIAL CERTIFICATE
OF
AUTHORIZATION**

The undersigned Assistant Secretary of Ferguson Enterprises, Inc., a Virginia corporation (the "Corporation"), hereby certifies that: i) certain of the Corporation's facilities are doing business as Ferguson Waterworks, and ii) Kim Foster is Business Development Manager and iii) that the resolutions adopted by the Corporation's Board of Directors effective July 31, 2014, duly authorize certain of the Corporation's officers, including the Assistant Secretary, to designate, and I hereby do so designate Kim Foster as an authorized representative of the Corporation to act for and on behalf of the Corporation to prepare and submit bids and proposals to the Corporation's customers, to enter into contracts, agreements or other documents, and to execute such documents and undertake all such acts as may be deemed in the best interest of the Corporation, including the execution of bonds and in doing so, to contractually bind the Corporation. Unless withdrawn sooner, this certification of authorization shall be effective until July 31, 2016.

Dated: March 6, 2015

FERGUSON ENTERPRISES, INC.



By: _____

David N. Meeker, Assistant Secretary

Commonwealth of Virginia)

City of Newport News)

Sworn to subscribed and acknowledged before me this 6th day of March, 2015, by David N. Meeker, personally known to me, in his capacity as Assistant Secretary of Ferguson Enterprises, Inc., a Virginia corporation, on behalf of such corporation.

Notary – Melinda Marzicola Joakims



My commission expires: August 31, 2017

MUST BE POSTED IN CONSPICUOUS PLACE



BUSINESS OPERATIONS TAX CERTIFICATE

1010033

1010033

Business Name	GROENIGER & COMPANY	FROM	TO
Business Address	7601 14TH AVE	Mo. Day Yr.	Mo. Day Yr.
Owner	FERGUSON ENTERPRISES, INC	10/01/2014	09/30/2015
Type of Business	WATERWORKS DISTRIBUTOR		Expires
Tax Classification	401		

TOTAL PAID: \$5,001.00

GROENIGER & COMPANY
BUSINESS LICENSE
PO BOX 2778
NEWPORT NEWS, VA 23609-0778

CITY OF SACRAMENTO
VOID
OCT 8 2014
VALIDATED
PAID

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).

REFERENCE LIST
CITY OF SACRAMENTO BID # B15141411033

City of Sacramento
5730 24th Street – Building #22
Sacramento, CA 95822

Under 2 separate contracts we installed and programmed 6,467 Badger Orion MIUs. The installations were a mix of register replacements (with pre-wired MIUs), and MIUs only that were spliced and wired to the existing meters. Once installed, each MIU was programmed and verified to be functioning properly. The contract required that installs within a specific billing cycle be completed in their entirety, so that there were no disruptions to the City's production billing cycle. The first contract for 5,000 installs was executed in April 2014 and installations were completed May 2014 through August 2014. The 2nd contract for 1,467 installs was executed and completed in October 2014. Key contact is:

Cesar Limon, Utilities Operations & Maintenance 916-808-6277

Marshall County Water Corporation
400 East Main
Madill, OK 73446

This project was the installation of approximately 5,800 Mueller residential/commercial water meters and Hot Rod AMR radios. We also adjusted or replaced meter boxes as needed. Virtually all of the installations utilized an integrated meter/AMR configuration. A handful required the radio to be mounted separately and wired to the meter. The contract was executed in May 2014 and endpoint installation was completed in April 2015. Key contacts are:

Robert Moore, General Manager 580-795-3368 Office 580-795-4985 Cell
Marcie Harrison, Office Manager 580-795-3368 Office 580-263-0250 Cell

City of South St. Paul
125 3rd Ave N.
South St. Paul, MN 55075

This project was to furnish and install approximately 6,500 Neptune residential water meters and 175 Neptune commercial water meters. The meters had integrated R900i radio transmitters. We also furnished and installed a complete mobile drive-by reading system including hardware, software, programming and training. The meters were located with city residents' homes. Ferguson employed a multi-step protocol of notifications to the residents via mailings, phone calls and door hangers. The City has a diverse population and we were required to provide notifications in 4 different languages. The contract was executed in March 2013. Installations started in June 2013 and were completed by February 2014. Key contacts are:

John Sachi, City Engineer 651-554-3210 Office
Matt Ellingson, TKDA (Consulting Engineers) 651-292-4578 Office 612-282-9119 Cell



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 3

DATE (MM/DD/YYYY)
10/10/2014

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

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

PRODUCER Willis of Maryland, Inc. o/o 26 Century Blvd. P. O. Box 305191 Nashville, TN 37230-5191	CONTACT NAME:		
	PHONE (AG, NO, EXT): 877-945-7378	FAX (AG, NO): 888-467-2378	
	E-MAIL ADDRESS: certificates@willis.com		
INSURED Ferguson Enterprises, Inc. and Subsidiaries (See Attached Named Insured Schedule) 12500 Jefferson Avenue Newport News, VA 23602	INSURER(S) AFFORDING COVERAGE		NAIC#
	INSURER A: National Union Fire Ins. Co. of Pittsburgh		19445-002
	INSURER B: National Union Fire Ins. Co. of Pittsburgh		19445-000
	INSURER C: National Union Fire Ins. Co. of Pittsburgh		19445-001
	INSURER D: New Hampshire Insurance Company		23841-001
	INSURER E:		
	INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 22255740

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADD'L INSR	SUBR WVO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	Y		GL2047420	8/1/2014	8/1/2015	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						
B	AUTOMOBILE LIABILITY	Y		AOS CA5873983	8/1/2014	8/1/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000
B	<input checked="" type="checkbox"/> ANY AUTO	Y		MA CA5873984	8/1/2014	8/1/2015	BODILY INJURY (Per person) \$
C	<input type="checkbox"/> ALL OWNED AUTOS	Y		VA CA5873985	8/1/2014	8/1/2015	BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> Self-Insured <input checked="" type="checkbox"/> Physical Damage						\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED						\$
	RETENTION \$						\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y		WC037083115	8/1/2014	8/1/2015	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in 48)	N/A					E.L. EACH ACCIDENT \$ 2,000,000
	(Yes, describe under DESCRIPTION OF OPERATIONS below)						E.L. DISEASE - EA EMPLOYEE \$ 2,000,000
							E.L. DISEASE - POLICY LIMIT \$ 2,000,000

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

Store 8423

See Attached for Additional Workers' Compensation Policies:

CERTIFICATE HOLDER

CANCELLATION

City of Sacramento Attn: Michael Malone 5730 24th Street Bldg #22 Sacramento, CA 95822	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 <i>John H. Wilson</i>

Call: 4537205 Tpl: 1843352 Cert: 22255740 ©1988-2010 ACORD CORPORATION. All rights reserved.

ACORD 25 (2010/05)

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ADDITIONAL REMARKS SCHEDULE

AGENCY Willis of Maryland, Inc.	NAMED INSURED Ferguson Enterprises, Inc. and Subsidiaries (See Attached Named Insured Schedule) 12500 Jefferson Avenue Newport News, VA 23602
POLICY NUMBER See First Page	EFFECTIVE DATE: See First Page
CARRIER See First Page	
NAIC CODE	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Workers' Compensation - ME
 Policy No. WC037083119
 Carrier: New Hampshire Insurance Company
 Policy Period: 08/01/2014 - 08/01/2015
 Statutory
 Limits:
 EL Each Accident \$2,000,000
 EL Disease - Each Employee \$2,000,000
 EL Disease - Policy Limit \$2,000,000

Workers' Compensation - CA
 Policy No. WC037083120
 Carrier: Ins. Co. of the State of PA
 Policy Period: 08/01/2014 - 08/01/2015
 Statutory
 Limits:
 EL Each Accident \$2,000,000
 EL Disease - Each Employee \$2,000,000
 EL Disease - Policy Limit \$2,000,000

Workers' Compensation - FL
 Policy No. WC037083121
 Carrier: New Hampshire Insurance Company
 Policy Period: 08/01/2014 - 08/01/2015
 Statutory
 Limits:
 EL Each Accident \$2,000,000
 EL Disease - Each Employee \$2,000,000
 EL Disease - Policy Limit \$2,000,000

Workers' Compensation - OR
 Policy No. WC037083122
 Carrier: New Hampshire Insurance Company
 Policy Period: 08/01/2014 - 08/01/2015
 Statutory
 Limits:
 EL Each Accident \$2,000,000
 EL Disease - Each Employee \$2,000,000
 EL Disease - Policy Limit \$2,000,000

Workers' Compensation - WI
 Policy No. WC037083123
 Carrier: Illinois National Insurance Company
 Policy Period: 08/01/2014 - 08/01/2015
 Statutory
 Limits:
 EL Each Accident \$2,000,000
 EL Disease - Each Employee \$2,000,000
 EL Disease - Policy Limit \$2,000,000

Workers' Compensation - MA
 Policy No. WC037083124
 Carrier: Ins. Co. of the State of PA
 Policy Period: 08/01/2014 - 08/01/2015
 Statutory
 Limits:
 EL Each Accident \$2,000,000
 EL Disease - Each Employee \$2,000,000
 EL Disease - Policy Limit \$2,000,000

Workers' Compensation - AK, AZ, GA & VA
 Policy No. WC0037083118
 Carrier: New Hampshire Insurance Company
 Policy Period: 08/01/2014 - 08/01/2015
 Statutory
 Limits:
 EL Each Accident \$2,000,000
 EL Disease - Each Employee \$2,000,000



ADDITIONAL REMARKS SCHEDULE

AGENCY Willis of Maryland, Inc.		NAMED INSURED Ferguson Enterprises, Inc. and Subsidiaries (See Attached Named Insured Schedule) 12500 Jefferson Avenue Newport News, VA 23602	
POLICY NUMBER See First Page			
CARRIER See First Page	NAIC CODE	EFFECTIVE DATE: See First Page	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

EL Disease - Policy Limit \$2,000,000

Workers' Compensation - NJ & PA
Policy No. WC037083117
Carrier: New Hampshire Insurance Company
Policy Period: 08/01/2014 - 08/01/2015
Statutory
Limits:
EL Each Accident \$2,000,000
EL Disease - Each Employee \$2,000,000
EL Disease - Policy Limit \$2,000,000

Workers' Compensation - IL, KY, NC, NH, UT & VT
Policy No. WC037083116
Carrier: New Hampshire Insurance Company
Policy Period: 08/01/2014 - 08/01/2015
Statutory
Limits:
EL Each Accident \$2,000,000
EL Disease - Each Employee \$2,000,000
EL Disease - Policy Limit \$2,000,000

The City of Sacramento, its officials, employees and volunteers are included as Additional Insureds under General Liability and Auto Liability as required by written contract but only with respect to liability arising out of Named Insured's operations.

General Liability policy shall be Primary and Non-Contributory with any other insurance in force for or which may be purchased by Additional Insureds.

Waiver of Subrogation applies in favor of Additional Insureds with respects to Workers Compensation as per written contract or agreement, as permitted by law.

**Ferguson Enterprises, Inc. and Subsidiaries.
List of Named Insureds**

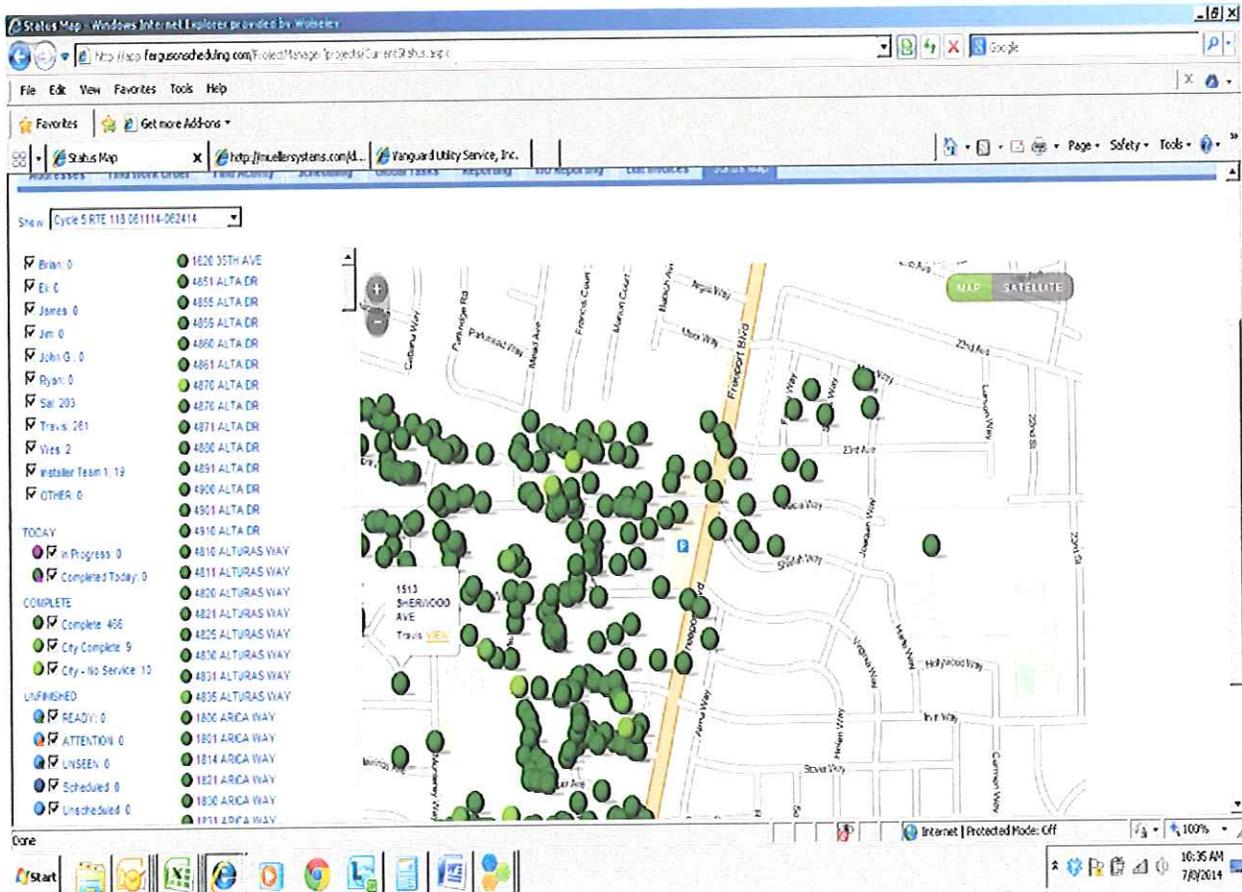
Air Cold Supply	Ferguson Enterprises NY – Metro, Inc.
Air Cold Supply/Webb Distributors	Ferguson Fire & Fabrication, Inc.
Alamo Pipe & Supply	Ferguson Fire & Fabrication, Inc. (fka Sierra Craft, Inc.)
Alaska Pipe & Supply	Ferguson Full Service Supply
Build.com, Inc.	Ferguson Heating & Cooling
CAL-STEAM, a Wolseley Company	Ferguson Holdings, Inc.
Camellia Valley Supply	Ferguson Hospitality Sales
Castle Supply Company, Inc.	Ferguson Industrial Plastics and Pump Division
CastleNorth	Ferguson Integrated Systems Division, Inc.
CFP	Ferguson Intermountain Piping
Chadwick	Ferguson International
Clayton Group, Inc.	Ferguson Process Services
Clayton International, LLC	Ferguson Valve & Automation
Cline Contract Sales	Ferguson Waterworks
Colgan Cabinets	Ferguson Waterworks - Midwest Pipe
Colgan Distributors	Ferguson Waterworks - Municipal Pipe
Crow Company	Ferguson Waterworks - Red Hed
D & C Plumbing & Heating Supply	Ferguson Waterworks EPPCO
Davis & Warshow, Inc.	Ferguson Waterworks International
Davidson Electric Wholesale Supply	Frischkorn, Inc.
The Davidson Corporation, a Delaware Corporation	Galleria Bath & Kitchen Showplace
The Davidson Group Companies, Inc	Gilmour Supply Company, Inc.
Davidson Group Leasing	Ferguson Enterprises, Inc. dba Groeniger & Company
Davidson Pipe Company Inc., a New York Corporation	Gulf Refrigeration Supply
Davidson Pipe Supply Company, Inc.	HP Logistics, Inc.
Davies Water	HP Products Corporation
Decorative Product Source, Inc.	High Country Plumbing Supply
E & J Plumbing & Heating Supply Co.	Home Equipment Company, Inc.
Economy Plumbing and Heating Supply Co.	Indiana Plumbing Supply Co., Inc.
Endries International of Canada, Inc.	Industrial Hub of the Carolinas
Endries International, Inc.	J&G Products
Energy & Process Corporation	J.D. Daddario Company
Factory Direct Appliance	Joseph G. Pollard Co., Inc.
Ferguson Bath Kitchen and Lighting Gallery	Kandall Fabricating
Ferguson Enterprises IV, Inc.	Karl's Appliances, A Ferguson Enterprise
Ferguson Enterprises of Montana, Inc.	Lane Piping Co.
Ferguson Enterprises of Virginia, Inc.	Lawrence Plumbing Supply Co.
Ferguson Enterprises V, Inc.	Lincoln Products
Ferguson Enterprises, Inc.	Linwood Pipe and Supply
Ferguson Enterprises, Inc. dba WPC	Louisiana Utilities Supply Company
Forwarding	Louisiana Chemical Pipe, Valve & Fitting, Inc. dba Wolseley Industrial Group
Ferguson Enterprises, Inc. A Corp of Virginia	

**Ferguson Enterprises, Inc. and Subsidiaries.
List of Named Insureds**

LUSCO
Lyon Conklin & Co., Inc.
Mastercraft Cabinets
Monotube Pile Corporation
Northern Water Works Supply, Inc.
Onda-Lay Pipe and Rental, Inc.
Page's Appliances
Palermo Supply
Park Supply
Pipe Products
Plumbing Décor
Plumb Source
Powell Pipe & Supply Company
Power Equipment Direct Inc.
R Supply Company
Record Supply Company
Reese Kitchen, Bath & Lighting Gallery
S.G. Supply Company
S.G. Supply Company dba SG Supply Co., a
Ferguson Enterprise
Sierra Craft, Inc.
SOS Sales
Specialty Pipe & Tube, Inc.
Specialty Pipe & Tube of Texas, Inc.
Summer & Dunbar
Supply North Central Group
Stock Loan Services LLC
Tarpon Wholesale Supplies
T & A Valve Industries, Inc.
The Parnell-Martin Companies LLC
The Plumbers Warehouse
The Stock Market
Tubeco Fabrication, Inc.
United Automatic
Water Works Supplies
Webb Distributors
Western Air Systems and Controls, Inc.
WIA of California, Inc.
Wolseley Industrial Group
Wolseley Industrial Plastics
Wolseley Investments Acquisitions, Inc.
Wolseley Investments, Inc.
Wolseley NA Construction Services, LLC
Wolseley North America, Inc.
Wolseley North American Consulting, LLC
Wolseley North American Services, Inc.
WPCC Forwarding

INSTALLATION METHODOLOGY

In the 14 years that Ferguson Waterworks has been installing water meters and AMR technologies, we have been continually refining our installation processes and investing in upgrades to the features and benefits of our proprietary software. These refinements have been driven by requests from our customers as well as our desire to improve the efficiency and accuracy of our installations, using the most advanced technologies available in the marketplace. Our most recent investment was the development of a Smartphone app which captures and transfers all relevant data as the installation is taking place. Installation data is now available instantly in real-time, since the Smartphone app continually feeds data to our installation database. The City of Sacramento would have visibility to the installations taking place via web-based read-only access to our installation database.



We track all aspects of the installation process within our proprietary software. We have broken down the installation process into 5 major items of importance.



Meter & Automation Group

Public Education

The successful implementation of any meter/AMR/AMI change-out project requires an effective public relations campaign. After more than a decade of managing water meter installation projects, we have come to realize that upfront communication with the public is crucial to insuring a successful installation. We recommend a multimedia campaign using print, broadcast and personal presentations. We would begin by using all effective media to convey the project’s scope to the community. We would begin several weeks before actual installation and continue until completion of the project. Our support always continues after the sale and when all installs are completed. The benefit of this method is that early effective communication builds a foundation for successfully implementing the project. We can provide website links (attached to the City’s own website) that relay details about the project, as well as give contact information and answers to frequently asked questions. As the use of RF technology for capturing water meter data has increased, there have been more citizen concerns about the safety of radio waves. We have worked with many different organizations and have access to resource materials (such as industry “white papers”) from multiple sources to address any of these citizen concerns.

Notification

Since the City of Sacramento’s meters primarily reside in meter pits in concrete and soil environments and are readily accessible, we would anticipate customer notifications to be quite minimal. We built our Ferguson business model in the Upper Midwest, where meters are located with the residence, typically in a basement mechanical room. Gaining access to a citizen’s home, to descend into the basement and change-out a meter/MIU in a 15 minute or less appointment, presents many management challenges (open customer resistance, “no-shows” at scheduled appointments with a resultant need to reschedule, etc.). It requires a very systematic approach to ensure that the project stays on track and that there have been several reasonable attempts to engage the end user customer. Our standard multi-step notification process is shown in Table 1 below. Although most likely not necessary for this project, we offer this information as part of the RFP response to demonstrate the flexibility of our software and our ability to quickly “ramp up” a notification campaign to the City’s water customers, should the need arise.

Step No.	Description	Method/Goal	Responsible Party
1.	General Notice of Project	Newsletter/Website Posting of general project information	City
2.	Letter requesting an appointment to install the Meter/MIU	Requests that the customer call or email to schedule an appointment and provide information	Contractor
3.	Postcard to customers who have not made an appointment	Provides information and a reminder for installation	Contractor

4.	Third notice – Another letter to customers who have failed to respond	Requests appointment, states consequences and timeframe for installation of the meter/MIU	Contractor
5.	Door tag the property	Two day notice of termination of service	Contractor
6.	Termination of Water Service	Do not turn on water service until the new meter/MIU is installed	City

Table 1

Whatever the type/level of notification required, the City can monitor our progress, via access to our web portal. City staff can view the notification statistics and even download several different management reports for presentation to the City Council or other appropriate audiences. See Figure 1 below.

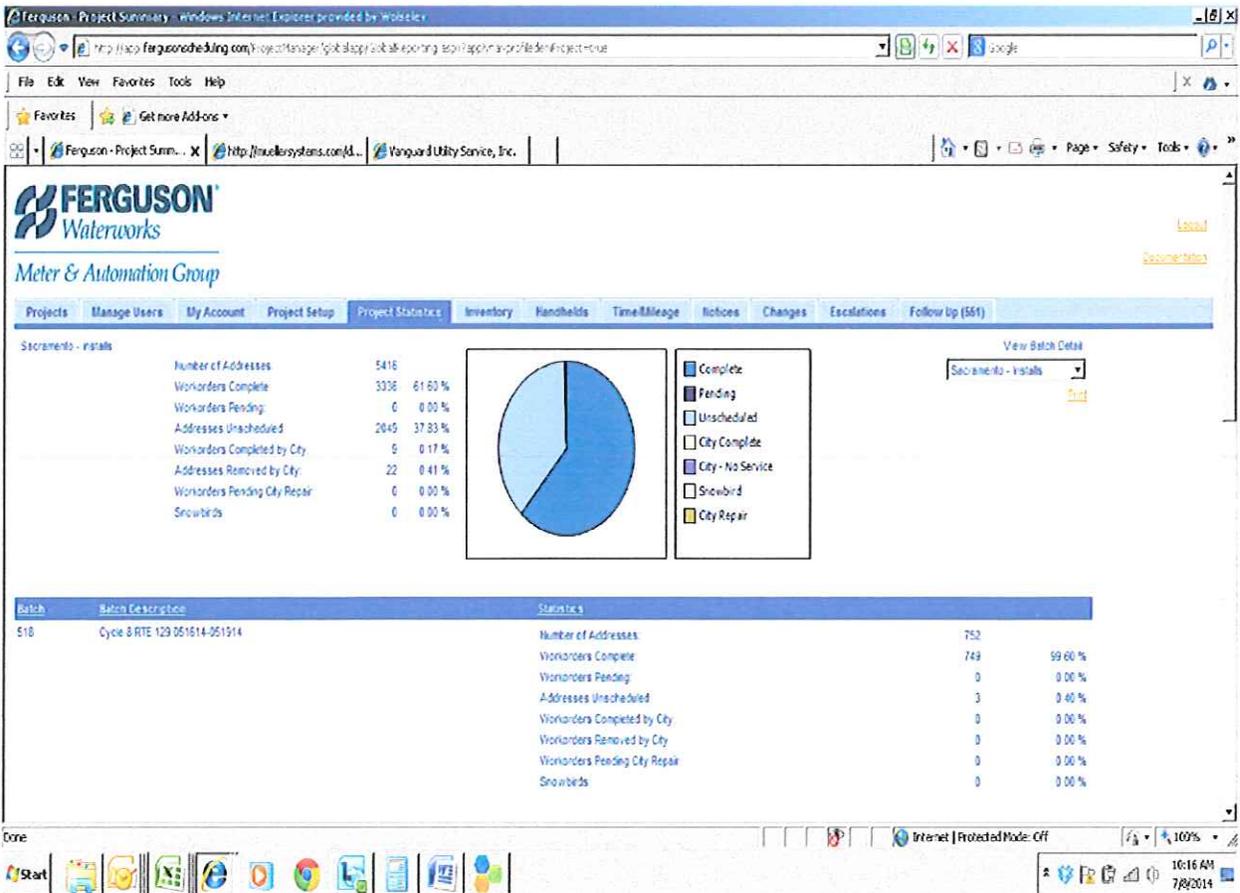


Figure 1



Meter & Automation Group

We use a mailing center to handle all letters and postcards to customers. Any correspondence can be written in several languages if necessary. On past projects, we have sent mailings written in as many as four different languages. All printed materials can also be customized with the City's preferred fonts and logos.

After completing an install, our installers will typically leave a post-installation door tag, thanking the customer for their participation in the project and providing emergency contact information. See Figure 2 below.

<p>HARRIS COUNTY WCID No.1</p> <p>Your Water Meter was replaced today</p> <p>If you have any questions or problems relating to this replacement, please call Ferguson Waterworks at 1-855-848-2834</p>  <p>Scan me!</p> <p>Harris County WCID No. 1 and Ferguson Waterworks would like to Thank You.</p>  <p><i>Meter & Automation Group</i></p>	<p>HARRIS COUNTY WCID No.1</p> <p>Your Water Meter was replaced today</p> <p>If you have any questions or problems relating to this replacement, please call Ferguson Waterworks at 1-855-848-2834</p>  <p>Scan me!</p> <p>Harris County WCID No. 1 and Ferguson Waterworks would like to Thank You.</p>  <p><i>Meter & Automation Group</i></p>	<p>HARRIS COUNTY WCID No.1</p> <p>Your Water Meter was replaced today</p> <p>If you have any questions or problems relating to this replacement, please call Ferguson Waterworks at 1-855-848-2834</p>  <p>Scan me!</p> <p>Harris County WCID No. 1 and Ferguson Waterworks would like to Thank You.</p>  <p><i>Meter & Automation Group</i></p>
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Figure 2 – Emergency Contact Door Tag



Meter & Automation Group

Ferguson Waterworks has a fully staffed Call Center available for use on the City of Sacramento project. Our customer and technician database system makes work orders and appointment-based utility operations smooth and efficient. We feature:

- Custom built data system for setting appointments.
- 24/7 live answering service – after hours or on a holiday, you can speak to a live person.
- After-hours call routing for emergency situations. Our after-hours service will contact an Installation Project Manager for help in any emergency situation.
- Direct contact with technicians for up-to-the-minute data.
- Adaptive appointment times to help with customer satisfaction.
- Direct office-to-customer interaction for quick response to inquiries.

Data Integration

Once a project is secured by a contract, it usually takes four to eight weeks of mobilization before we are ready to begin the installs. Some tasks taking place during this phase include: arranging transportation and housing for Ferguson staff if necessary; securing name badges, uniforms, and signage for installer vehicles; printing of door tags and other notification materials; and organizing installation tools and miscellaneous materials. The most importance mobilization task, however, is the integration of data between the City's Utility Billing Software and our Ferguson installation database software. There will be much collaboration between the City's Project Administrator and Ferguson's Installation Project Manager. It is very important that all affected City departments participate during the initial phases of the deployment. The more involvement of City staff during the startup phase, the more successful the project will be. During mobilization, data downloads and uploads will be tested and verified. The inventory of meters/ MIUs will be loaded into the database as well. After review of the City's billing routes and geography, the universe of potential installations will be broken down into smaller batches and a mutually agreeable installation schedule will be finalized.

Once we are ready to install, we will follow the agreed upon schedule and perform and review our installs in small batches. The smaller batch quantities allow for better monitoring and maintaining our high level of customer service.

Installation

All Ferguson Waterworks employees undergo background checks according to our standard corporate policy. If the City requires its own additional background checks, we will submit any necessary information.

Meter & Automation Group

The installers are uniquely trained by Ferguson staff to successfully complete the contract. Each installer will undergo a minimum 8 hours of classroom training along with extensive hands-on training. Once in the field, our newly hired installers work alongside a lead installer for 1-2 weeks. This process helps to build the installer’s confidence while giving the supervisory lead installer an opportunity to keep a close eye on the completed work. Based on the installer’s mechanical aptitude and ability to follow direction, the field supervision staff will determine when an installer is ready to go out on his own. Newly hired installers are also given a reduced schedule for their first week to make sure they are able to handle the workload.

Each installer will be outfitted with Ferguson uniforms, a photo ID badge, a supply of necessary hand tools, safety clothing/gear and a Smartphone. The Smartphones assigned to installers use bar code scanning technology to eliminate any manual entry of equipment installed at the customer premise. At the time of installation, we can also capture many other data items and store the information within our installation database. See Figure 3.

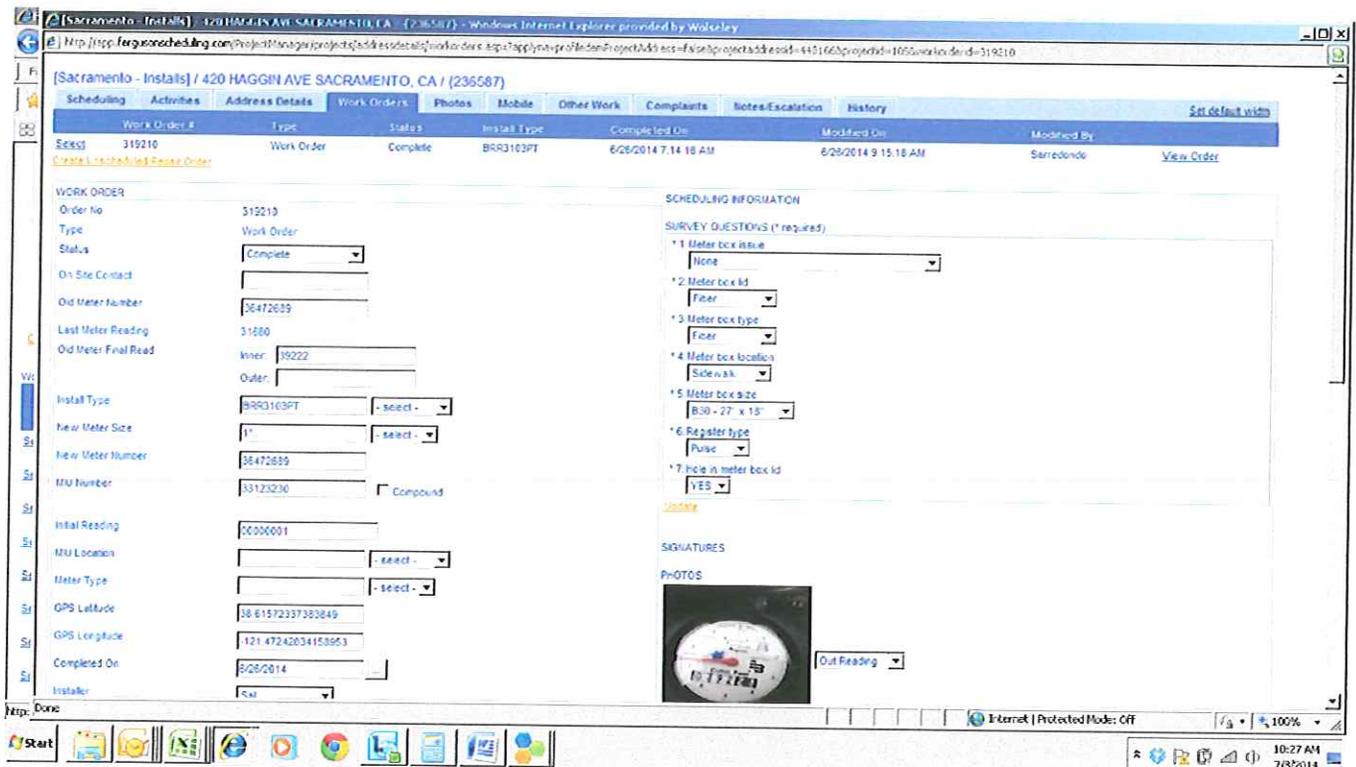


Figure 3

Ferguson takes pride in the data capturing, retention, and transferring systems and processes built into its proprietary installation software. Once the data is pulled from the City’s database or utility billing software (UBS), it is geographically or sequentially grouped, imported into Ferguson’s database, and assigned a unique work order ID. Each one of the work orders brought over from the City’s database will house all of the original account information as well as the new information gathered

Meter & Automation Group

during the course of the installation/replacement. Because the old account information co-exists with new, data can be easily and efficiently uploaded back to the City's database or UBS.

Once a geographic zone of work orders has been released for installation, our software can further arrange that group of installs into an optimum sequence, batched by the expected number of daily installs. As production ramps up, the daily batch quantity can be modified. Each morning, the installer(s) will load his Smartphone with the next available batch of work orders. Based on the "old" account data attached to those work orders, the software will indicate the sizes and quantities of meters/MIUs that the installer can anticipate to change-out that day. He will remove those suggested items from inventory, scanning each meter/MIU to capture appropriate data, before leaving the warehouse. Each scheduled work order in the batch will also be "preloaded" with an install code based on the type of meter/MIU expected to be installed.

Once onsite, the installers will begin by accessing the work order and reviewing the "old" account data downloaded from the City's UBS. For each work order, they are able to review and verify the following items:

- Service Address
- Homeowner/Property Owner information
- Account
- Old meter number
- Old radio number (if present)
- Old meter reading
- Meter size

Once the installer has matched and confirmed physical information onsite to the electronic data in the Smartphone, he can proceed with installation. New data captured in the field consists of the following:

- Current or disconnect reading of the meter - Our Smartphone application supports up to 4 distinct reads per work order.
- Final install code - If installation was as expected, the "preloaded" install code will be accepted. If not, the installer can amend the install code (with a series of dropdown boxes) to account for unusual circumstances and any additional materials required to complete the install. Any work orders whose install codes were amended are automatically flagged for further electronic review.
- Meter size - This is captured as a separate field to allow for better cross-verification and sorting of data before exporting it back to the City's UBS.
- New meter number (if meter body is being replaced) - If meter body does not get replaced, the existing meter number is verified with the City's data and recorded in this field.
- New MIU number - This field can support 2 distinct MIU numbers for compound meter applications.

Meter & Automation Group

- New meter/register initial reading – Since new meters get tested at the factory and can sometimes have a small amount of usage recorded, we capture this data also, should the City require it.
- MIU location – We record the location of the MIU in reference to the service property.
- Meter type – This is used to classify what type of application the meter is in service for (example: main meter, irrigation water only, irrigation water deduct, and others).
- GPS Latitude and Longitude – Up to ten (10) GPS points (latitude/longitude) can also be captured while at the customer’s residence. These readings are averaged and the average value is placed in the installation record.
- Completed date – This field is prefilled automatically with the current date when the installation/replacement is completed.
- Installer Name – We record this data to allow monitoring of installations/replacements based on installer.
- Survey questions – These fields can vary based on what information, if any, the City would want to capture during an installation. Typical survey questions include: main line size, main line type, and occupancy status.
- 3 or more time-stamped photos of the installation – Our standard photos include: before work started, current reading of existing meter, and final install/replacement photo. The installer will take additional photos if they encounter any conditions outside the “norm”, to aid in resolving any questions or discrepancies of the data.
- Homeowner/Property owner signature – If needed or requested, an electronic signature can be captured for any or all work orders.
- Notes – This field is often used by installers to specify anything out of the ordinary about an install/replacement.
- MIU Initialization Data – We are able to capture the install packet of information that is sent when an MIU is initialized, and store it by account, for possible future reference.

As the new information is being gathered during the install, it is continuously uploaded and “synced” with Ferguson’s database, providing real-time account information which can be accessed by the City at any time. Based on varying cell phone coverage, our software has the flexibility to adjust the size of the data packets transferred from the Smartphone to the database, so that no data is lost or forced to be manually reentered.

When data is received from the field, it passes through an electronic review. Any discrepancies are flagged in the system for review and resolution. Noted discrepancies may include but are not limited to the following:

- A meter/MIU number that is not found in inventory records
- A meter/MIU number that has already been entered for another address
- Any data returned for an address where the replacement has already been completed

Meter & Automation Group

- Any data from an installation where pre-installation data was unavailable for verification (unscheduled installations where a new record is created by the installer in the field)
- A scheduled installation that was cancelled and needs to be rescheduled
- Meter Size does not match meter serial #.

Quality Assurance

In order to insure a high degree of customer satisfaction, we do quality assurance checks on our installers' daily work. We will typically inspect 10% of the installations on a consistent basis throughout the length of the project. Ferguson Waterworks will perform fieldwork inspection and quality control checks based on the following minimum requirements:

- All new installers will have 5 days of on-the-job training with a qualified lead installer or supervisor. This work will be 100% inspected and verified. Inspections will include the items listed on the QC Checklist below. During their second week of work, 50% of the new installers' work will be inspected and verified.
- Thereafter, if any installer is found to have an error rate greater than 1%, Ferguson supervisors would recommend the installer be retrained or terminated.
- Following retraining, 100% of the installer's work will be inspected for a probationary five-day period. If the error rate during this probationary period exceeds 1%, the installer will be removed from the project.
- All inspection results will be recorded in an auditable format, fully accessible to the City.
- Installations completed by employees who are terminated for not meeting installation quality standards will be further reviewed to determine if any corrective action needs to be taken by Ferguson Waterworks. The work reviewed will include all installations completed prior to the date of the first quality related infraction or at least two weeks prior to the date of termination. Additional review may be needed depending upon the results of the investigation.

Quality Checklist:

- Meter/MIU properly installed
- Seal wire and/or tampering resistant screw installed per requirements
- GPS points taken
- Required digital photos are present
- City's survey questions have been answered.

Electronic File Submittal

Once the Data has been verified by FEI, we will provide an electronic file using the template provided by the City with all of the information from the MIU/register installation.

PROJECT #: B15141411033
PROJECT NAME: Badger Orion SE Meter Interface Unit Installation and Programming
DEPARTMENT: Utilities
DIVISION: Operations & Maintenance

CITY OF SACRAMENTO

NONPROFESSIONAL SERVICES AGREEMENT

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

Ferguson Enterprises, Inc. dba Ferguson Waterworks
7601 14th Avenue, Sacramento, CA 95820-3601
Phone: (916) 801-9374

("CONTRACTOR"), who agree as follows:

1. **Contract.** The Contract shall consist of this Agreement and each of the following documents (if applicable), which are incorporated herein by reference.

<input type="checkbox"/> Invitation to Bid	<input type="checkbox"/> Contractor's Bid Proposal Form
<input type="checkbox"/> Instructions to Bidders	<input checked="" type="checkbox"/> Workers' Compensation Certificate
<input checked="" type="checkbox"/> Local Business Enterprise (LBE) Requirements	<input checked="" type="checkbox"/> Certificate(s) of Insurance
<input type="checkbox"/> Drug-Free Workplace Policy and Affidavit	<input type="checkbox"/> Technical Specifications
<input checked="" type="checkbox"/> Declaration of Compliance (Equal Benefits Ordinance)	
<input checked="" type="checkbox"/> Declaration of Compliance (Living Wage Ordinance)	

2. **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.

3. **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.

4. **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.

5. **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 therefore, the General Provisions shall control over said terms or conditions.
6. **Wage Requirements.** This Agreement is subject to the provisions of Sacramento City Code Chapter 3.58, Living Wage. The requirements of Sacramento City Code Chapter 3.58 are summarized in Exhibit E. The CONTRACTOR is required to sign the attached Declaration of Compliance (Living Wage Ordinance) to assure compliance with these requirements. In addition, for services that constitute "public works" under California Labor Code section 1720 et seq., payment of prevailing rate of wages is required as indicated in Exhibit A, Section 4 of this Agreement. If both prevailing wage and living wage requirements apply, CONTRACTOR shall pay the higher of the two rates.
7. **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 F. CONTRACTOR is required to sign the attached Declaration of Compliance (Equal Benefits Ordinance), to assure compliance with these requirements.
8. **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.
9. **Exhibits.** All exhibits referred to herein are attached hereto and are by this reference incorporated as if set forth fully herein.

Executed as of the day and year first above stated.

CITY OF SACRAMENTO
A Municipal Corporation

By: _____

Print name: _____

Title: _____

For: John F. Shirey, City Manager

ATTEST:

City Clerk

APPROVED TO AS FORM:

City Attorney

Attachments

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

CONTRACTOR:

FERGUSON ENTERPRISES INC. dba FERGUSON WATER WORKS

NAME OF FIRM

54-1211771

Federal I.D. No.

SRZ0HB97-580458

State I.D. No.

1010033

City of Sacramento Business Op. Tax Cert. No.

TYPE OF BUSINESS ENTITY (check one):

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



Signature of Authorized Person

Kim Foster Business Development Manager

Print Name and Title

Additional Signature (if required)

Print Name and Title

DECLARATION OF COMPLIANCE
Living Wage Ordinance

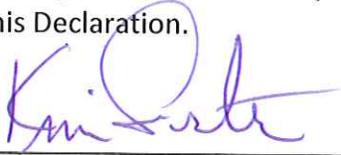
Name of Contractor: Ferguson Enterprises, Inc. dba Ferguson Waterworks

Address: 7601 14th Avenue, Sacramento, CA 95820 – 3601

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

1. Contractor has read and understands the Living Wage Requirements (the "Requirements") attached hereto as Exhibit E.
2. As a condition of receiving this Contract, Contractor agrees to fully comply with the Requirements, as well as any additional requirements that may be specified in the City of Sacramento's Living Wage Ordinance codified at Chapter 3.58 of the Sacramento City Code (the "Ordinance"). If required by the Ordinance, Contractor will pay not less than the minimum compensation specified in the Ordinance to Contractor's employees, for all time spent performing any work under this Contract.
3. If the amount of this Contract is less than \$100,000, as a condition of receiving this Contract, Contractor will notify the City of Sacramento ("City") in writing if the aggregate value of this Contract and of any other Nonprofessional Services contract(s) covered by the Ordinance that the City has awarded to Contractor within the previous 12 months, is \$100,000 or more.
4. Contractor acknowledges and agrees that the Requirements, the Ordinance and this Declaration shall constitute part of this Contract, and that these provisions shall govern in the event of any conflict with any other provisions of the Contract.
5. Contractor further acknowledges and agrees that any violation of the Requirements or the Ordinance constitutes a material breach of this Contract, and that, if such a breach occurs, the City will be authorized to terminate the Contract, and pursue all available legal and equitable remedies.
6. If requested by the City, Contractor will promptly submit certified payroll records to the City, for itself and/or for Contractor's subcontractor(s), as requested by the City, and Contractor will take any other steps as may be required by the City to determine whether Contractor's subcontractor(s) or Contractor have complied with the Requirements and the Ordinance.
7. Contractor will require all of its subcontractors who are covered by these requirements to comply with the Requirements and any additional requirements that may be specified in the Ordinance, and Contractor will include these requirements in all subcontracts covered by the Ordinance.
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 the Ordinance by Contractor or by any subcontractor retained to perform work or provide services under this Contract.

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.



Date: 7-7-2015

Signature of Authorized Representative

Print Name: Kim Foster

Title: BUSINESS DEVELOPMENT MANAGER

DECLARATION OF COMPLIANCE
Equal Benefits Ordinance

Name of Contractor: Ferguson Enterprises, Inc. dba Ferguson Waterworks

Address: 7601 14th Avenue, Sacramento, CA 95820 – 3601

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 F.
2. As a condition of receiving this Contract, Contractor agrees to fully comply with the Requirements, as well as any additional requirements that may be specified in the City of Sacramento’s Non-Discrimination In Employee Benefits Code codified at Chapter 3.54 of the Sacramento City Code (the “Ordinance”).
3. Contractor understands, to the extent that such benefits are not preempted or prohibited by federal or state law, employee benefits covered by the Ordinance are any of the following:
 - a. Bereavement Leave
 - b. Disability, life, and other types of insurance
 - c. Family medical leave
 - d. Health benefits
 - e. Membership or membership discounts
 - f. Moving expenses
 - g. Pension and retirement benefits
 - h. Vacation
 - i. Travel benefits
 - j. Any other benefit offered to employees

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

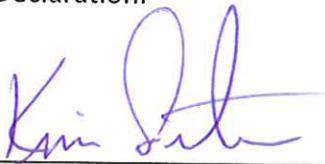
4. Contractor understands that Contractor will not be considered to be discriminating in the provision or application of employee benefits under the following conditions or circumstances:
 - a. If the actual cost of providing a benefit to a domestic partner or spouse exceeds the cost of providing the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

- c. If Contractor provides employee benefits neither to employee's spouses nor to employee's domestic partners.
 - d. If Contractor provides employee benefits to employees on a basis unrelated to marital or domestic partner status.
 - e. If Contractor submits written evidence of making reasonable efforts to end discrimination in employee benefits by implementing policies that will be enacted before the first effective date after the first open enrollment process following the date this Agreement is executed by the City of Sacramento ("City"). Contractor understands that any delay in the implementation of such policies may not exceed one (1) year from the date this Agreement is executed by the City, and applies only to those employee benefits for which an open enrollment process is applicable.
 - f. Until administrative steps can be taken to incorporate nondiscrimination in employee benefits. The time allotted for these administrative steps will apply only to those employee benefits for which administrative steps are necessary and may not exceed three (3) months from the date this Agreement is executed by the City.
 - g. Until the expiration of a current collective bargaining agreement(s) if employee benefits are governed by such collective bargaining agreement(s).
 - h. Contractor takes all reasonable measures to end discrimination in employee benefits by either requesting that the union(s) involved agree to reopen the agreement(s) in order for Contractor to take whatever steps are necessary to end discrimination in employee benefits or by ending discrimination in employee benefits without reopening the collective bargaining agreement(s).
 - i. In the event Contractor cannot end discrimination in employee benefits despite taking all reasonable measures to do so, Contractor provides a cash equivalent to eligible employees for whom employee benefits are not available. Unless otherwise authorized in writing by the City Manager, Contractor understands this cash equivalent must begin at the time the union(s) refuse to allow the collective bargaining agreement(s) to be reopened or not longer than three (3) months after the date this Agreement is executed by the City.
5. Contractor understands that failure to comply with the provisions of Section 4(a) through 4(i), above, will subject Contractor to possible suspension and/or termination of this Agreement for cause; repayment of any or all of the Agreement amount disbursed by the City; debarment for future agreements until all penalties and restitution have been paid in full and/or for up to two (2) years; and/or the imposition of a penalty, payable to the City, in the sum of \$50.00 for each employee, for each calendar day during which the employee was discriminated against in violation of the provisions of the Ordinance.
6. Contractor understands and agrees to provide notice to each current employee and, within ten (10) days of hire, to each new employee, of their rights under the Ordinance. Contractor further agrees to maintain a copy of each such letter provided, in an appropriate file for inspection by

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

7. Contractor understands that Contractor has the right to request a waiver of, or exemption from, the provisions of the Ordinance by submitting a written request to the City's Procurement Services Division prior to Agreement award, which request shall identify the provision(s) of the Ordinance authorizing such waiver or exemption and the factual basis for such waiver or exemption. The City shall determine in its sole discretion whether to approve any such request.
8. Contractor agrees to defend, indemnify and hold harmless, the City, its officers and employees, against any claims, actions, damages, costs (including reasonable attorney fees), or other liabilities of any kind arising from any violation of the Requirements or of the Ordinance by Contractor.

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



Signature of Authorized Representative

Date: 7-7-2015

Print Name: Kim Foster

Title: BUSINESS DEVELOPMENT MANAGER

EXHIBIT A

NONPROFESSIONAL SERVICES AGREEMENT

SCOPE OF SERVICES

1. **Representatives.**

The CITY Representative for this Agreement is:

Bill Rhinehart Stores Administrator
5730 24th Street, Bldg. 22, Sacramento, CA 95822
Phone: (916) 808-7792 Fax: (916) 421-4596
email: brhinehart@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:

Wesley Hughes
7601 14th Avenue, Sacramento, CA 95820 - 3601
Phone: (916) 801-9374
email: Wesley.hughes@ferquson.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. **Scope of Services.**

The services provided shall be as set forth in Attachment 1 to Exhibit A, attached hereto and incorporated herein.

3. **Time of Performance.** The services described herein shall be provided for a one-year period beginning upon contract approval and continuing through June 30, 2016, with the option for the City to extend the Agreement for up to two additional one-year terms.

4. **Prevailing Wage Requirement.** *[To be completed by the City Representative:]*

The services provided under this Agreement constitute "public works" under California Labor Code section 1720 et seq. and are either **[check one if applicable]**:

_____ Construction work in an amount exceeding \$25,000; or

XXXX Alteration, demolition, repair or maintenance work in an amount exceeding \$15,000.

If either line is checked above, this Agreement is subject to the provisions of Sacramento City Code section 3.60.180 which requires, among other things, that CONTRACTOR pay not less than the prevailing rate of wages as determined by the Director of the California Department of Industrial Relations pursuant to California Labor Code section 1773. If payment of the prevailing rate of wages is required, CONTRACTOR and every lower-tier subcontractor shall submit certified payroll and labor compliance documentation electronically when and as required by CITY. CONTRACTOR is responsible for compliance with Sacramento City Code section 3.60.180, and shall include these requirements in every subcontract or subagreement. This Agreement is subject to compliance monitoring and enforcement by the California Labor Code section 1771.4.

ATTACHMENT 1 TO EXHIBIT A SCOPE OF WORK

Meter Interface Units (MIU), to Install and Program

The Contractor will install and program the Badger Meter ORION SE Nicor End MIU with the NICOR Hydroconn Series III cable, the Badger Meter ADE register pre-wired ORION SE MIU, the Badger Meter ORION SE MIU with wired-end including a splice kit and the Badger Meter recessed ORION cap and/or thru-hole ORION cap and washer kit. Meter Interface Unit's will be connected on water meters, hung on the ORION cap and washer kits and activated as trained and directed by companies or consultants that are licensed to train the installation and programming of Badger Meter ORION SE MIU's.

Installation Photographs

The Contractor shall take installation photographs using a quality camera with a minimum 3 pictures of each install and a minimum of 5 megapixel resolution to clearly capture the requirements outlined as follows:

1. MIU Installation
 - Photo A: Existing register out reading
 - Photo B: General meter location in front of property*
 - Photo C Side shot of the MIU installation

2. Trace (2-wire) register and MIU Installation
 - Photo A: Existing Trace (2-wire) register out reading
 - Photo B: General meter location in front of property*
 - Photo C Side shot of completed MIU & Register Installation

*Photo B not required if the meter is located in an alley. The digital photographs shall be labeled, categorized using the City's CMMS (Computerized Maintenance Management System) generated work order id, photo letter, and name of installer (e.g., 311096_A_Smith.jpg, 311096_B_Smith.jpg) and submitted to the City in a mutually agreed upon format and location (e.g. FTP site) within 24 hours.

Endpoint Programming

The Contractor will use the "Sacramento Project ORION SE" wiring diagram to properly install the Badger ORION SE unit to the meter register if splicing of the MIU is necessary.

	Badger/Sensus	Badger	Neptune
ORION Endpoint	RTR/ ADE ECRII/ ICE	Trace 2 wire RTR	E-Coder ProRead
RED	RED	RED	BLACK
BLACK	BLACK	BLACK	GREEN
GREEN	GREEN	BLACK	RED

Register Replacements

In the event Contractor encounters a Trace (2-wire) register with a Datamatic MIU, the Contractor shall replace the old register with a Badger ADE register pre-wired ORION SE endpoint. If the Contractor encounters problems with removing the old register the Contractor shall contact Cesar Limon, the City's AMI Supervisor via email at climon@cityofsacramento.org. City crews will make the necessary replacement, install and program the endpoint. Endpoint installs performed by City crews will be removed from the Contractor's schedule. The Contractor will provide record of installations completed by both Contractor crews and City crews. The Contractor will submit verified and completed records to the City's Project Manager on a mutually agreed upon schedule.

Defective or Missing Meters and Registers

It is anticipated that the Contractor will encounter missing meters or registers that do not record a read after the programming water test. In the event that defective or missing meters are discovered, the Contractor shall contact Jon Conover, the City's Meter Shop Supervisor via email at jconover@cityofsacramento.org. City crews will make the necessary repairs, install and program the endpoint. Endpoint installs performed by City crews will be removed from the Contractor's schedule. The Contractor will provide record of installations completed by both Contractor crews and City crews. The Contractor will submit verified and completed records to the City's Project Manager on a mutually agreed upon schedule.

Routing and Scheduling

The City will provide 28 days' notice to the Contractor from the Notice to Proceed date for each route allowing for the Contractor's crew scheduling and logistics planning. The City's Project Manager shall provide the Contractor with installation and programming routes and the City's schedule of open billing cycles in a useable digital format. The Contractor is required to create and submit an installation schedule to the City's Project Manager based on the City's billing cycle. The Contractor represents and warrants that he/she has examined the location of the proposed work and is familiar with the conditions at the place where the work is to be done.

City is permitted to cancel, postpone, or reschedule the scheduled installation of a route without penalty by providing the Contractor 16 days advance email notice to the Contractor's project manager prior to the scheduled route installation start date. The Contractor may charge the City for all documented travel fees and penalties directly related and resulting from the City's cancellation, postponement, or rescheduling of a scheduled installation route without 16 days prior notice.

Since these meters are in the City's production billing cycle, it is imperative that routes are completed on schedule in their entirety to avoid billing cycle omissions. The City may charge the Contractor for City staff time at the rate documented in the City's work order management system related to incomplete installations impacting the City's production billing cycle. Contractor shall not be charged for incomplete routes caused by insufficient inventory of City supplied parts.

Upon completion of a route, the City shall perform any test reasonably necessary to determine faulty workmanship or installation. City staff shall inspect and/or verify installation and programming of all endpoints for each route within three weeks of the route installation start date. City shall provide Contractor with notice of rejection within this time period of any faulty workmanship or installation. If the City anticipates that a route install and verification will exceed this three week window, the City shall contact the Contractor as soon as possible and a new rejection term for the specific route shall be set to the agreement of both parties. After the three week period, or as alternately arranged, City shall be deemed as having accepted the installation.

Site

The installation contractor shall be required to leave the installation site in a clean neat condition equal to or better than the original condition of the site.

Required Equipment

Contractor shall use the Trimble Ranger 3 handheld computer, with the ORION Endpoint Utility to program ORION SE units.

GPS

The installation contractor shall capture GPS positioning from the meter pit with 3-5 meter accuracy using geo-positioning software. All GPS data must link to the Utilities GIS database and be provided in a shape file.

City Supplied Parts

The City will supply the following parts 1) ORION SE endpoint 2) Badger ADE register pre-wired ORION SE endpoint 3) splice kits 4) Recess ORION Cap and/or Through Hole ORION Cap & Washer 5) Mushroom cap for concrete meter lid with pre-drilled hole 6) City of Sacramento magnetic decal for placement on Contractor's vehicles 7) City Contractor ID Badge. Note: If any City supplied parts are lost or stolen, the Contractor is responsible for reporting it immediately to the City's Project Manager.

Contractor Receipt of City Supplied Parts

The Contractor shall pick up all City supplied parts at the City Corporation Yard, located at 5730 24th Street Bldg. #22. The Contractor shall be responsible for scheduling pick-ups, receiving and transporting these items from the City's Corporation yard. All parts, once received, shall become the responsibility of the Contractor. Replacement of lost or damaged parts shall be at the Contractors expense.

Inventory Management

The Contractor shall work with the City warehouse staff to obtain all City supplied parts. To initiate the parts ordering process, Contractor shall fill out a Parts Request form provided by the City in an electronic format (See Attachment A). A complete Parts Request form shall be emailed to a Stores Administrator. City warehouse staff shall have parts available for pick-up within five business days of receiving a Parts Request form. Contractor will be notified as soon as possible if parts are unavailable. The Contractor shall schedule a pick-up by contacting a Stores Administrator.

The Contractor shall pick-up all City supplied parts at the City's Corporation Yard, 5730 24th Street, Bldg. #22. At pick-up, the Contractor shall verify that their parts request has been filled correctly by reviewing their order and signing for receipt of parts at the bottom of the Parts Request form. A copy of the completed and signed Parts Request form and a list of serial numbers for all ORION SE endpoints being issued shall be supplied by City warehouse staff to the Contractor.

Upon completion of the project, any unused City supplied parts shall be returned to the City's Corporation Yard, 5730 24th Street, Bldg. #22. The Contractor shall coordinate with a Stores Administrator to schedule the return of unused or defective parts. Prior to arriving, the Contractor shall complete a Parts Return form(s) provided by the City in an electronic format (See Attachment B). One form and serial number list shall be provided for each return type. Return types include unused, damaged, and defective. The Contractor shall complete a Parts Return form and attach a list of serial numbers for all ORION SE endpoints being returned for each type of return. All parts shall be placed in separate boxes or containers based on return type and marked accordingly; under no circumstances shall unused parts, damaged parts, and defective parts be placed in the same box or container. All returned unused parts shall be in like new condition to the satisfaction of a Stores Administrator. The cost of damaged, lost, or unreturned City supplied parts will be deducted from the Contractor's final payment at project closeout. The Contractor bears the sole financial responsibility for damage to City supplied parts during installation and shall reimburse or credit the City for the full price of each part damaged during installation. The contractor shall have 100% accountability of assigned material at all times.

Defective Parts/Failure Rate

The City anticipates that there may be a failure rate of approximately less than 0.25% of Badger ORION SE endpoints that will require replacement. Defective units will be exchanged at the City Corporation Yard located at 5730 24th Street, Bldg. #22 as indicated in the "Inventory Management" section.

When the Contractor identifies a unit as defective, the Contractor shall be responsible for exchanging it for another unit. All work associated with the defective unit, such as but not limited to the transporting, installing and programming of the defective unit shall be at no additional charge to the

City. In other words, Contractor shall be paid only the unit rate for installing and programming one unit, and no additional payment will be made to the Contractor for replacement and programming if the unit is defective, whether or not the actual failure rate is more or less than the anticipated failure rate of less than 0.25%. The Contractor shall not be responsible for subsequent failures after the first read.

Utility Import Tool

The Contractor will receive Meter Information Sheets as a Source Document (See Appendix A for sample fields and values) for the installation project area. The Contractor shall work with City staff to define required fields to be collected and viewable in the Contractor's work order system. The Contractor shall export the completed project information in the format required by the City with all required fields collected for back update into the City's CMMS (Computerized Maintenance Management System).

Data

The Contractor shall supply automated installation information management process, so that little or no information has to be captured or entered manually. This will include an automatic upload into the Utility Billing Software. The following information will be included in the data upload:

- a. Water meter account number
- b. Address
- c. New MIU numbers
- d. Current Read
- e. Meter Box Type/size
- f. Meter Box Lid Type
- g. Hole or no hole in lid
- h. Meter Box Location
- i. Meter Box Issue
- j. Register Type
- k. GPS

Quality Audit and Quality Control

Meter information sheets will be uploaded electronically to the Contractor's work order management system and audited for accuracy. The Contractor shall offer the City 24 hour/7days a week electronic access to their work order management system for downloadable audit reports and installation information. Contractor shall have capability to customize their work order system and reports to meet the City's requirements.

Invoicing

The Contractor must provide a detail report with the invoice that will include the following for each endpoint installed:

- Work Order ID (City provided)
- Address
- Meter Serial Number
- Transponder Number(s)
- MIU type

Prevailing Wage

Contractor will use the Comm & System Installer position classification to calculate prevailing wage unless another classification can be justified. The Position used must be included in the bid documents on the Bid Sheet. All payrolls will be submitted through LCP Tracker unless otherwise notified.

Attachment A

AMI CONTRACTOR – CITY SUPPLIED PARTS

REQUEST FORM

Employee Name: _____ Request Date _____ Need By Date _____

Contractor Name _____ Phone #: _____

Assigned Route: _____ Start Date: _____ End Date: _____

ORDER INFORMATION				
Items	ITEM DESCRIPTION			
1	Select Badger PART#		-	
	<input type="text"/>	<input type="text"/>	-	QUANTITY
2	Select Badger PART#		-	
	<input type="text"/>	<input type="text"/>	-	QUANTITY
3	Select Badger PART#		-	
	<input type="text"/>	<input type="text"/>	-	QUANTITY
4	Select Badger PART#		-	
	<input type="text"/>	<input type="text"/>	-	QUANTITY
5	Select Badger PART#		-	
	<input type="text"/>	<input type="text"/>	-	QUANTITY
6	Select Badger PART#		-	
	<input type="text"/>	<input type="text"/>	-	QUANTITY
7	Select Badger PART#		-	
	<input type="text"/>	<input type="text"/>	-	QUANTITY
8	Select Badger PART#		-	
	<input type="text"/>	<input type="text"/>	-	QUANTITY
9	Select Badger PART#		-	
	<input type="text"/>	<input type="text"/>	-	QUANTITY

PARTS REQUEST VERIFICATION:

Request Filled By: (Print Name) _____

Request Filled By: (Signature) _____

Date: _____

Received By Contractor Employee: (Print Name) _____

Received By Contractor Employee: (Signature) _____

Date: _____

**AMI CONTRACTOR – CITY SUPPLIED PARTS
RETURN FORM**

Contractor Name _____ Return Date: _____

Employee Name: _____ Phone #: _____

Assigned Route: _____ Start Date: _____ End Date: _____

Return Type: DAMAGED DEFECTIVE UNUSED

Each return type should be listed on separate forms so please select **only one** return type for all item listed below.

RETURN INFORMATION					
Items	ITEM DESCRIPTION				
1	Select Badger PART#				
					QUANTITY
2	Select Badger PART#				
					QUANTITY
3	Select Badger PART#				
					QUANTITY
4	Select Badger PART#				
					QUANTITY
5	Select Badger PART#				
					QUANTITY
6	Select Badger PART#				
					QUANTITY
7	Select Badger PART#				
					QUANTITY
8	Select Badger PART#				
					QUANTITY
9	Select Badger PART#				
					QUANTITY

PARTS RETURN VERIFICATION:

Returned by Contractor Employee: (Print Name) _____

Returned by Contractor Employee: (Signature) _____

Date: _____

Received By Warehouse Staff: (Print Name) _____

Received By Warehouse Staff: (Signature) _____

Date: _____

EXHIBIT B

NONPROFESSIONAL SERVICES AGREEMENT

FEE SCHEDULE/MANNER OF PAYMENT

1. **CONTRACTOR's Compensation.** The total of all fees paid to the CONTRACTOR for the performance of all services set forth in Exhibit A, including normal revisions (hereafter the "Services"), and for all authorized Reimbursable Expenses, shall not exceed the total sum of \$ 1,294,000.00.
2. **Billable Rates.** CONTRACTOR shall be paid for the performance of Services on a unit installed basis as set forth in Attachment 1 to Exhibit B, attached hereto and incorporated herein
3. **CONTRACTOR's Reimbursable Expenses.** Reimbursable Expenses shall be limited to actual expenditures of CONTRACTOR for expenses that are necessary for the proper completion of the Services and shall only be payable if specifically authorized in advance by CITY.
4. **Payments to CONTRACTOR.**
 - A. Payments to CONTRACTOR shall be made within a reasonable time after receipt of CONTRACTOR's invoice, said payments to be made in proportion to services performed or as otherwise specified in Attachment 1 to Exhibit B. CONTRACTOR may request payment on a monthly basis. CONTRACTOR shall be responsible for the cost of supplying all documentation necessary to verify the monthly billings to the satisfaction of CITY.
 - B. All invoices submitted by CONTRACTOR shall contain the following information:
 - (1) Job Name
 - (2) Description of services billed under this invoice, and overall status of project
 - (3) Date of Invoice Issuance
 - (4) Sequential Invoice Number
 - (5) CITY's Purchase Order Number
 - (6) Total Contract Amount
 - (7) Amount of this Invoice (Itemize all Reimbursable Expenses)
 - (8) Total Billed to Date
 - (9) Total Remaining on Contract
 - (10) Updated project schedule. This shall identify those steps that shall be taken to bring the project back on schedule if it is behind schedule.
 - C. Items shall be separated into Services and Reimbursable Expenses. Billings that do not conform to the format outlined above shall be returned to CONTRACTOR for correction. CITY shall not be responsible for delays in payment to CONTRACTOR resulting from CONTRACTOR's failure to comply with the invoice format described below.

D. Requests for payment shall be sent to:

Department of Utilities
1395 35th Aveune, Sacramento, CA 95822
Phone (916) 808-6275 Fax (916) 808-1497 Email: JLBrown@cityofsacramento.org
Attn: Jamie Lynn Brown

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

ATTACHMENT 1 TO EXHIBIT B

BILLABLE RATES

The following quantity is the City's anticipated requirement for this contract. Quantities and types; Badger Meter ORION SE Nicor End with the NICOR Hydroconn Series III cable, the Badger Meter ADE register pre-wired ORION SE and the Badger Meter ORION SE MIU are estimates only and subject to increase or decrease over the contract life. Pricing includes an estimated failure rate for defective meter interface units (MIU's) of .025%

NO ADDITIONAL FUNDS WILL BE ALLOCATED FOR DEFECTIVE REPLACEMENT

Each installation and programming of Badger Meter ORION SE Nicor End with the NICOR Hydroconn Series III cable, the Badger Meter ADE register pre-wired ORION SE, and the Badger Meter ORION SE MIU.

\$ 32.35

Grand Total for Maximum Agreement Term (estimated 40,000 units)

\$ 1,294,000.00

EXHIBIT C

NONPROFESSIONAL SERVICES AGREEMENT

FACILITIES AND EQUIPMENT TO BE PROVIDED BY CITY

CITY shall *[check one]*

_____ Not furnish any facilities or equipment for this Agreement; or

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

1. City shall supply access to water meters, with duration of access and locations of water meters determined by authorized City representative.
2. City shall supply access to City of Sacramento, South Corporation Yard, 5730 24th Street, BLDG #22 Warehouse, Sacramento, CA 95822 for pickup and return of City supplied parts listed below.
3. City Supplied parts list shall include:
 - a) ORION SE endpoint
 - b) Badger ADE register pre-wired ORION SE endpoint
 - c) splice kits
 - d) Recess ORION Cap and/or Through Hole ORION Cap & Washer
 - e) Mushroom cap for concrete meter lid with pre-drilled hole
 - f) City of Sacramento magnetic decal for placement on Contractor's vehicles
 - g) City Contractor ID Badge.

Note: If any City supplied parts are lost or stolen, the Contractor is responsible for reporting it immediately to the City's Project Manager.

EXHIBIT D

NONPROFESSIONAL SERVICES AGREEMENT

GENERAL PROVISIONS

1. Independent Contractor.

- A. It is understood and agreed that CONTRACTOR (including CONTRACTOR's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither CONTRACTOR nor CONTRACTOR's assigned personnel shall be entitled to any benefits payable to employees of CITY. CITY is not required to make any deductions or withholdings from the compensation payable to CONTRACTOR under the provisions of this Agreement, and CONTRACTOR shall be issued a Form 1099 for its services hereunder. As an independent contractor, CONTRACTOR hereby agrees to indemnify and hold CITY harmless from any and all claims that may be made against CITY based upon any contention by any of CONTRACTOR's employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any Services under this Agreement. (As used in this Exhibit D, the term "Services" shall include both Services and Additional Services as such terms are defined elsewhere in this Agreement.)
- B. It is further understood and agreed by the parties hereto that CONTRACTOR, in the performance of its obligations hereunder, is subject to the control and direction of CITY as to the designation of tasks to be performed and the results to be accomplished under this Agreement, but not as to the means, methods, or sequence used by CONTRACTOR for accomplishing such results. To the extent that CONTRACTOR obtains permission to, and does, use CITY facilities, space, equipment or support services in the performance of this Agreement, this use shall be at the CONTRACTOR's sole discretion based on the CONTRACTOR's determination that such use will promote CONTRACTOR's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the CITY does not require that CONTRACTOR use CITY facilities, equipment or support services or work in CITY locations in the performance of this Agreement.
- C. If, in the performance of this Agreement, any third persons are employed by CONTRACTOR, such persons shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONTRACTOR. It is further understood and agreed that CONTRACTOR shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of CONTRACTOR's assigned personnel and subcontractors.
- D. The provisions of this Section 1 shall survive any expiration or termination of this Agreement. Nothing in this Agreement shall be construed to create an exclusive relationship between CITY and CONTRACTOR. CONTRACTOR may represent, perform services for, or be employed by such additional persons or companies as CONTRACTOR sees fit provided that CONTRACTOR does not violate the provisions of Section 5, below.

2. **Licenses; Permits, Etc.** CONTRACTOR represents and warrants that CONTRACTOR has all licenses, permits, City Business Operations Tax Certificate, qualifications, and approvals of whatsoever nature that are legally required for CONTRACTOR to practice its profession or provide any services under the Agreement. CONTRACTOR represents and warrants that CONTRACTOR shall, at its sole cost and

expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for CONTRACTOR to practice its profession or provide such Services. Without limiting the generality of the foregoing, if CONTRACTOR is an out-of-state corporation, CONTRACTOR warrants and represents that it possesses a valid certificate of qualification to transact business in the State of California issued by the California Secretary of State pursuant to Section 2105 of the California Corporations Code.

3. **Time.** CONTRACTOR shall devote such time and effort to the performance of Services pursuant to this Agreement as is necessary for the satisfactory and timely performance of CONTRACTOR's obligations under this Agreement. Neither party shall be considered in default of this Agreement, to the extent that party's performance is prevented or delayed by any cause, present or future, that is beyond the reasonable control of that party.
4. **CONTRACTOR Not Agent.** Except as CITY may specify in writing, CONTRACTOR and CONTRACTOR's personnel shall have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. CONTRACTOR and CONTRACTOR's personnel shall have no authority, express or implied, to bind CITY to any obligations whatsoever.
5. **Conflicts of Interest.** CONTRACTOR covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, that would conflict in any manner with the interests of CITY or that would in any way hinder CONTRACTOR's performance of Services under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor, without the written consent of CITY. CONTRACTOR agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the interests of CITY at all times during the performance of this Agreement. If CONTRACTOR is or employs a former officer or employee of the CITY, CONTRACTOR and any such employee(s) shall comply with the provisions of Sacramento City Code Section 2.16.090 pertaining to appearances before the City Council or any CITY department, board, commission or committee.
6. **Confidentiality of CITY Information.** During performance of this Agreement, CONTRACTOR may gain access to and use CITY information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "City Information") that are valuable, special and unique assets of the CITY. CONTRACTOR agrees to protect all City Information and treat it as strictly confidential, and further agrees that CONTRACTOR shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party without the prior written consent of CITY. In addition, CONTRACTOR shall comply with all CITY policies governing the use of the CITY network and technology systems, as set forth in applicable provisions of the City of Sacramento Administrative Policy Instructions # 30. A violation by CONTRACTOR of this Section 6 shall be a material violation of this Agreement and shall justify legal and/or equitable relief.
7. **CONTRACTOR Information.**
 - A. CITY shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by CONTRACTOR pursuant to this Agreement. In this Agreement, the term "information" shall be construed to mean and include: any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, photostatting, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. CONTRACTOR shall not be

responsible for any unauthorized modification or use of such information for other than its intended purpose by CITY.

- B. CONTRACTOR shall fully defend, indemnify and hold harmless CITY, its officers and employees, and each and every one of them, from and against any and all claims, actions, lawsuits or other proceedings alleging that all or any part of the information prepared, produced, or provided by CONTRACTOR pursuant to this Agreement infringes upon any third party's trademark, trade name, copyright, patent or other intellectual property rights. CITY shall make reasonable efforts to notify CONTRACTOR not later than ten (10) days after CITY is served with any such claim, action, lawsuit or other proceeding, provided that CITY's failure to provide such notice within such time period shall not relieve CONTRACTOR of its obligations hereunder, which shall survive any termination or expiration of this Agreement.
- C. All proprietary and other information received from CONTRACTOR by CITY, whether received in connection with CONTRACTOR's proposal to CITY or in connection with any Services performed by CONTRACTOR, will be disclosed upon receipt of a request for disclosure, pursuant to the California Public Records Act; provided, however, that, if any information is set apart and clearly marked "trade secret" when it is provided to CITY, CITY shall give notice to CONTRACTOR of any request for the disclosure of such information. The CONTRACTOR shall then have five (5) days from the date it receives such notice to enter into an agreement with the CITY, satisfactory to the City Attorney, providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff's attorney fees) incurred by CITY in any legal action to compel the disclosure of such information under the California Public Records Act. The CONTRACTOR shall have sole responsibility for defense of the actual "trade secret" designation of such information.
- D. The parties understand and agree that any failure by CONTRACTOR to respond to the notice provided by CITY and/or to enter into an agreement with CITY, in accordance with the provisions of subsection C, above, shall constitute a complete waiver by CONTRACTOR of any rights regarding the information designated "trade secret" by CONTRACTOR, and such information shall be disclosed by CITY pursuant to applicable procedures required by the Public Records Act.

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

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

- A. This Agreement shall become effective on the date that it is approved by both parties, set forth on the first page of the Agreement, and shall continue in effect until both parties have fully

performed their respective obligations under this Agreement, unless sooner terminated as provided herein.

- B. CITY shall have the right at any time to temporarily suspend CONTRACTOR's performance hereunder, in whole or in part, by giving a written notice of suspension to CONTRACTOR. If CITY gives such notice of suspension, CONTRACTOR shall immediately suspend its activities under this Agreement, as specified in such notice.
- C. CITY shall have the right to terminate this Agreement at any time by giving a written notice of termination to CONTRACTOR. If CITY gives such notice of termination, CONTRACTOR shall immediately cease rendering Services pursuant to this Agreement. If CITY terminates this Agreement:
 - (1) CONTRACTOR shall, not later than five days after such notice of termination, deliver to CITY copies of all information prepared pursuant to this Agreement.
 - (2) CITY shall pay CONTRACTOR the reasonable value of Services rendered by CONTRACTOR prior to termination; provided, however, CITY shall not in any manner be liable for lost profits that might have been made by CONTRACTOR had the Agreement not been terminated or had CONTRACTOR completed the Services required by this Agreement. In this regard, CONTRACTOR shall furnish to CITY such financial information as in the judgment of the CITY is necessary for CITY to determine the reasonable value of the Services rendered by CONTRACTOR. The foregoing is cumulative and does not affect any right or remedy that CITY may have in law or equity.

10. Indemnity.

- A. Indemnity: CONTRACTOR shall defend, hold harmless and indemnify CITY, its officers and employees, and each and every one of them, from and against any and all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, costs and expenses of every type and description, including, but not limited to, any fees and/or costs reasonably incurred by CITY's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), including but not limited to Liabilities arising from personal injury or death, damage to personal, real or intellectual property or the environment, contractual or other economic damages, or regulatory penalties, arising out of or in any way connected with performance of or failure to perform this Agreement by CONTRACTOR, any sub-consultant, subcontractor or agent, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, whether or not (i) such Liabilities are caused in part by a party indemnified hereunder or (ii) such Liabilities are litigated, settled or reduced to judgment; provided that the foregoing indemnity does not apply to liability for any damage or expense for death or bodily injury to persons or damage to property to the extent arising from the sole negligence or willful misconduct of CITY, its agents, servants, or independent contractors who are directly responsible to CITY, except when such agents, servants, or independent contractors are under the direct supervision and control of CONTRACTOR.
- B. Insurance Policies; Intellectual Property Claims: The existence or acceptance by CITY of any of the insurance policies or coverages described in this Agreement shall not affect or limit any of CITY's rights under this Section 10, nor shall the limits of such insurance limit the liability of CONTRACTOR hereunder. This Section 10 shall not apply to any intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of Section 7.B., above. The provisions of this Section 10 shall survive any expiration or termination of this Agreement.

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

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

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

A. Minimum Scope & Limits of Insurance Coverage

- (1) Commercial General Liability Insurance providing coverage at least as broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, 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 Worker's 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)

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

F. Subcontractors

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

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

- A. Compliance With Regulations: CONTRACTOR shall comply with the Executive Order 11246 entitled "Equal Opportunity in Federal Employment", as amended by Executive Order 11375 and 12086, and as supplemented in Department of Labor regulations (41 CFR Chapter 60), hereinafter collectively referred to as the "Regulations".
- B. Nondiscrimination: CONTRACTOR, with regards to the work performed by it after award and prior to completion of the work pursuant to this Agreement, shall not discriminate on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation in selection and retention of subcontractors, including procurement of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in discrimination prohibited by the Regulations.
- C. Solicitations for Subcontractors, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by CONTRACTOR for work to be performed under any subcontract, including all procurement of materials or equipment, each potential subcontractor or supplier shall be notified by CONTRACTOR of CONTRACTOR's obligation under this Agreement and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation.
- D. Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or by any orders or instructions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the CITY to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of CONTRACTOR is in the exclusive

possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the CITY, and shall set forth what efforts it has made to obtain the information.

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

- (1) Withholding of payments to CONTRACTOR under this Agreement until CONTRACTOR complies;
- (2) Cancellation, termination, or suspension of the Agreement, in whole or in part.

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

13. **Entire Agreement.** This document, including all Exhibits, contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Agreement. No alteration to the terms of this Agreement shall be valid unless approved in writing by CONTRACTOR, and by CITY, in accordance with applicable provisions of the Sacramento City Code.
14. **Severability.** If any portion of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.
15. **Waiver.** Neither CITY acceptance of, or payment for, any Service or Additional Service performed by CONTRACTOR, nor any waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.
16. **Enforcement of Agreement.** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court or Federal District Court located in Sacramento County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.
17. **Assignment Prohibited.** The expertise and experience of CONTRACTOR are material considerations for this Agreement. CITY has a strong interest in the qualifications and capability of the persons and entities that will fulfill the obligations imposed on CONTRACTOR under this Agreement. In recognition of this interest, CONTRACTOR shall not assign any right or obligation pursuant to this Agreement without the written consent of the CITY. Any attempted or purported assignment without CITY's written consent shall be void and of no effect.
18. **Binding Effect.** This Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the parties, subject to the provisions of Section 17, above.

19. **Use Tax Requirements.** During the performance of this Agreement, CONTRACTOR, for itself, its assignees and successors in interest, agrees as follows:
- A. Use Tax Direct Payment Permit: For all leases and purchases of materials, equipment, supplies, or other tangible personal property used to perform the Agreement and shipped from outside California, the Contractor and any subcontractors leasing or purchasing such materials, equipment, supplies or other tangible personal property shall obtain a Use Tax Direct Payment Permit from the California State Board of Equalization ("SBE") in accordance with the applicable SBE criteria and requirements.
 - B. Sellers Permit: For any construction contract and any construction subcontract in the amount of \$5,000,000 or more, Contractor and the subcontractor(s) shall obtain sellers permits from the SBE and shall register the jobsite as the place of business for the purpose of allocating local sales and use tax to the City. Contractor and its subcontractors shall remit the self-accrued use tax to the SBE, and shall provide a copy of each remittance to the City.
 - C. The above provisions shall apply in all instances unless prohibited by the funding source for the Agreement.

EXHIBIT E

LIVING WAGE REQUIREMENTS (Nonprofessional Service Agreement)

The Living Wage Ordinance

The City of Sacramento's Living Wage Ordinance (the "LWO") is codified as Chapter 3.58 of the Sacramento City Code. The LWO requires certain firms that enter into agreements or contracts (all subsequent references to a "contract" or "contracts" will refer to both contracts and agreements) to provide certain services to or for the CITY, to pay a specified minimum level of compensation to their employees for time spent performing any work on the CITY contract. The LWO also applies to certain subcontractors.

The LWO applies to contracts entered into, amended, or renewed or extended at the CITY's discretion, on or after March 1, 2004 (the "LWO Effective Date").

Contracts and Contractors Covered by the LWO

Determining whether the LWO applies to a specific CITY contract, contractor or subcontractor, depends on whether the contract, contractor and/or subcontractor meet the criteria specified in the LWO for contract type, contract amount, contractor size (# of employees), subcontract amount and subcontractor size (# of employees). These criteria are summarized below.

Contract Type

The LWO applies only to contracts for Nonprofessional Services. Under the LWO, this includes contracts for any services of a nonprofessional character, including but not limited to tree trimming services, repair services for motor vehicles and office equipment, vehicle towing, and security services.

The LWO does not apply to: (1) Incidental services, such as delivery, installation or maintenance, that are provided under contracts for the purchase or lease of equipment, supplies, or other personal property; (2) contracts that are subject to CITY, state, or federal prevailing-wage requirements; (3) contracts for professional services (including but not limited to services rendered by engineers, architects, auditors, banks, consultants, actuaries and attorneys); and (4) contracts with nonprofit corporations that are organized under section 501 of the Internal Revenue Code and have fewer than 100 employees, whether full or part time.

Contract Amount

The LWO applies to contracts entered into or amended after the LWO Effective Date that provide compensation from the CITY of \$100,000 or more. In addition, the LWO applies to a contract entered into or amended after the LWO Effective Date that, by itself, does not reach this amount, if the aggregate value of that contract and of any other Nonprofessional Services contracts covered by the LWO that the CITY has awarded to the same person or firm within the

previous 12 months, is \$100,000 or more. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE WHETHER THIS AGGREGATE VALUE IS \$100,000 OR MORE, AND TO NOTIFY THE CITY IN WRITING WHENEVER THIS IS THE CASE.

Contractor Size

The LWO only applies to a contractor that has at least 25 employees, working either full or part time. The number of employees that a contractor has is determined by adding the contractor's employees and the employees of any other person or entity deemed to be a "Related Person" under the LWO.^a

Subcontract Amount

The LWO applies to a subcontractor providing services under a covered contract if the amount of the subcontract is at least 25% of the contract amount, without regard to the number of employees the subcontractor has.

Subcontractor Size

The LWO also applies to a subcontractor providing services under a covered contract if the subcontractor has at least 25 employees, working either full or part time, whether or not the amount of the subcontract is at least 25% of the contract amount.

Payment of Living Wage to Covered Employees

If a contractor or subcontractor meets the criteria specified in the LWO for contract type, contract amount, contractor size, subcontract amount and/or subcontractor size, the contractor or subcontractor is deemed to be a "Covered Employer" under the LWO. The LWO requires a Covered Employer to provide specified minimum compensation to its employees who perform work directly related to the CITY contract (these employees are called "Covered Employees" under the LWO), for all hours the Covered Employees perform under the CITY contract.^b

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- ^a The LWO provides that a person or entity is a Related Person when any of the following circumstances exists:
- (1) The person or entity and the contractor are both corporations, and (i) share a majority of members of their governing boards, or (ii) have two or more officers in common, or (iii) are controlled by the same majority shareholder or shareholders (control means more than 50% of the corporation's voting power), or (iv) are in a parent-subsidary relationship (such a relationship exists when one corporation directly or indirectly owns shares possessing more than 50% of another corporation's voting power); or
 - (2) The person or entity otherwise controls and directs, or is controlled and directed by, the contractor, as determined by the City Manager.

- ^b A Covered Employee includes full-time, part-time, contingent, contract and temporary employees, but does not include: (1) individuals who participate in job-training-and-education programs that have, as their express purpose, the provision of basic job skills and education to participants, with the goal of earning a high-school-equivalency diploma and permanent employment; (2) student interns; (3) individuals participating in specialized-training programs; and (4) an employee whose term and conditions of employment are governed by a bona fide collective-bargaining agreement containing an express waiver of the LWO.

The minimum compensation required is as follows:

- (1) If health benefits are provided to Covered Employees and the Covered Employer's contribution for the benefits is at least \$1.50 for each hour, then the rates are as follows:
 - (a) During 2007, the greater of \$10.00 an hour or \$9.00 adjusted by the increase in the Consumer Price Index for All Urban Consumers, San Francisco/Oakland/San Jose area (1982--1984=100) from January 1, 2004, through December 31, 2006.
 - (b) For each year after 2007, the rate shall be based on the rate from the immediately preceding year adjusted by the increase in the Consumer Price Index for All Urban Consumers, San Francisco/Oakland/San Jose area (1982--1984=100) from January 1 through December 31 of the immediately preceding year.

- (2) If health benefits are not provided to Covered Employees or if health benefits are provided but the Covered Employer's contribution for the benefits is less than \$1.50 for each hour, then the rates are as follows:
 - (a) During 2007, the greater of \$11.50 an hour or \$10.50 adjusted by the increase in the Consumer Price Index for All Urban Consumers, San Francisco/Oakland/San Jose area (1982--1984=100) from January 1, 2004, through December 31, 2006.
 - (b) For each year after 2007, the rate shall be based on the rate from the immediately preceding year adjusted by the increase in the Consumer Price Index for All Urban Consumers, San Francisco/Oakland/San Jose area (1982--1984=100) from January 1 through December 31 of the immediately preceding year.

Notification to Covered Employees

The LWO requires a Covered Employer to give each existing employee and (at the time of hire) each new employee a copy of the following written notification:

This company may enter into a contract to perform services for the City of Sacramento. If you work on such a contract, then you are entitled to be paid a living wage for each hour so worked. For more information, see Chapter 3.58 of the Sacramento City Code, which can be viewed at www.cityofsacramento.org.

The LWO requires the above notification to be provided in each language spoken by 10% or more of the Covered Employer's workforce.

The LWO also requires a Covered Employer to inform all employees of their possible right to the federal Earned Income Credit (EIC), and to make available to those employees any forms required to secure advance EIC payments from the Covered Employer.

Subcontractor Compliance

A contractor is responsible for requiring all of its subcontractors who are covered by these requirements to comply with the provisions of the LWO, by including these requirements in all subcontracts covered by the LWO.

Other Provisions of the LWO

Use of Funds Paid Under CITY Contracts

Under the LWO, Covered Employers may not directly use CITY funds to persuade Covered Employees to support or oppose unionization, and Covered Employers may not directly use CITY funds to schedule or hold meetings related to union representation during the Covered Employees' working hours. These restrictions do not apply to expenditures made during good-faith collective bargaining or to expenditures required under bona fide collective-bargaining agreements.

No Reduction in Non-Wage Benefits

Under the LWO, Covered Employers may not fund any wage increases required by the LWO, nor shall Covered Employers otherwise respond to the enactment of the LWO, by reducing the health, insurance, pension, vacation, or other non-wage benefits of any of their employees.

No Retaliation

The LWO prohibits a Covered Employer from taking any adverse action against a Covered Employee because the Covered Employee does any of the following: (1) exercises or asserts his or her rights under the LWO; (2) informs or assists other Covered Employees concerning their rights and the Covered Employer's obligations under the LWO; (3) complains about the Covered Employer's failure to comply with the LWO; or (4) seeks to enforce the LWO.

No Reduction in Collective-Bargaining Wage Rates

The LWO does not require or authorize any Covered Employer to reduce wages set by a collective-bargaining agreement or required under any prevailing-wage law.

Violations and Monitoring

The LWO provides that any violation of the LWO by a CITY contractor constitutes a material breach of the contract, and authorizes the CITY to terminate the contract and pursue all available legal and equitable remedies. In order to monitor compliance, the LWO authorizes the CITY to require Covered Employers to verify their compliance with the LWO by submitting certified payroll records to the CITY, and to take such other steps as may be necessary for the CITY to determine whether the requirements of the LWO have been satisfied.

The LWO also includes provisions authorizing an employee or interested person to file a judicial action against a contractor or subcontractor for violation of the LWO.

Declaration of Compliance

To assure compliance with the LWO, any person or entity entering into a contract to provide Nonprofessional Services to or for the CITY, on or after March 1, 2004, is required to provide the CITY with a signed Declaration of Compliance in the form required by the CITY, prior to the CITY's execution of the contract. The Declaration of Compliance shall be signed by a duly authorized representative of the person or entity entering into the contract, and, when accepted by the CITY, shall constitute part of the contract.

Additional Information

- For a complete description of the LWO's provisions, refer to the LWO codified at Sacramento City Code Chapter 3.58. The Sacramento City Code is available on the internet at www.cityofsacramento.org.
- For more information on the LWO requirements and the CITY's LWO program, contact Procurement Services at 916-808-6240.

EXHIBIT F

REQUIREMENTS OF THE NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

INTRODUCTION

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

APPLICATION

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

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

DEFINITIONS

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

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

"Contract" shall not include: a revocable at-will use or encroachment permit for the use of or encroachment on City property regardless of the ultimate duration of such permit; excavation, street construction or street use permits; agreements for the use of City right-of-way where a contracting utility has the power of eminent domain; or agreements governing the use of City property that constitute a public forum for activities that are primarily for the purpose of espousing or advocating causes or ideas and that are generally protected by the First Amendment to the United States Constitution or that are primarily recreational in nature.

“Contractor” means any person or persons, firm partnership or corporation, company, or combination thereof, that enters into a Contract with the City. “Contractor” does not include a public entity.

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

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

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

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

EMPLOYER COMPLIANCE CERTIFICATE AND NOTICE REQUIREMENTS

- (a) All contractors seeking a Contract subject to the Ordinance shall submit a completed Declaration of Compliance Form, signed by an authorized representative, with each proposal, bid or application. The Declaration of Compliance shall be made a part of the executed contract, and will be made available for public inspection and copying during regular business hours.
- (b) The Contractor shall give each existing employee working directing on a City contract, and (at the time of hire), each new employee, a copy of the notification provided as Attachment “A.”
- (c) Contractor shall post, in a place visible to all employees, a copy of the notice provided as Attachment “B.”

Attachment A



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

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

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

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

The included employee benefits are:

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

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

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

You May . . .

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

City of Sacramento
Procurement Services Division
915 I Street, New City Hall, 2nd Floor
Sacramento, CA 95814

- Bring an action in the appropriate division of the Superior Court of the State of California against the Employer and obtain the following remedies:
 - Reinstatement, injunctive relief, compensatory damages and punitive damages
 - Reasonable attorney's fees and costs

Attachment B



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

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

The included employee benefits are:

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

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

You May . . .

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

City of Sacramento
Procurement Services Division
915 I Street, New City Hall, 2nd 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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/10/2014

Page 1 of 3

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

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

PRODUCER Willis of Maryland, Inc. o/o 26 Century Blvd. P. O. Box 305191 Nashville, TN 37230-5191	CONTACT NAME:		
	PHONE (AG, NO, EXT): 877-945-7378	FAX (AG, NO): 888-467-2378	
	E-MAIL ADDRESS: certificates@willis.com		
INSURED Ferguson Enterprises, Inc. and Subsidiaries (See Attached Named Insured Schedule) 12500 Jefferson Avenue Newport News, VA 23602	INSURER(S) AFFORDING COVERAGE		NAIC#
	INSURER A: National Union Fire Ins. Co. of Pittsburgh	19445-002	
	INSURER B: National Union Fire Ins. Co. of Pittsburgh	19445-000	
	INSURER C: National Union Fire Ins. Co. of Pittsburgh	19445-001	
	INSURER D: New Hampshire Insurance Company	23841-001	
	INSURER E:		
	INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 22255740

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADD'L INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y		QL2047420	8/1/2014	8/1/2015	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						\$
B	AUTOMOBILE LIABILITY	Y		AOS CA5873983	8/1/2014	8/1/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000
B	<input checked="" type="checkbox"/> ANY AUTO	Y		MA CA5873984	8/1/2014	8/1/2015	BODILY INJURY (Per person) \$
C	<input type="checkbox"/> ALLOWED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Self-Insured <input checked="" type="checkbox"/> Physical Damage	Y		VA CA5873985	8/1/2014	8/1/2015	BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	WC037083115	8/1/2014	8/1/2015	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMT \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach Acord 164, Additional Remarks Schedule, if more space is required)
Store 8423

See Attached for Additional Workers' Compensation Policies:

CERTIFICATE HOLDER

CANCELLATION

City of Sacramento
Attn: Michael Malone
5730 24th Street Bldg #22
Sacramento, CA 95822

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

John H. Wilson

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ACORD 25 (2010/05)

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ADDITIONAL REMARKS SCHEDULE

AGENCY Willis of Maryland, Inc.		NAMED INSURED Ferguson Enterprises, Inc. and Subsidiaries (See Attached Named Insured Schedule) 12500 Jefferson Avenue Newport News, VA 23602	
POLICY NUMBER See First Page		EFFECTIVE DATE: See First Page	
CARRIER See First Page	NAIG CODE		

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Workers' Compensation - ME
Policy No. WC037083119
Carrier: New Hampshire Insurance Company
Policy Period: 08/01/2014 - 08/01/2015
Statutory
Limits:
EL Each Accident \$2,000,000
EL Disease - Each Employee \$2,000,000
EL Disease - Policy Limit \$2,000,000

Workers' Compensation - CA
Policy No. WC037083120
Carrier: Ins. Co. of the State of PA
Policy Period: 08/01/2014 - 08/01/2015
Statutory
Limits:
EL Each Accident \$2,000,000
EL Disease - Each Employee \$2,000,000
EL Disease - Policy Limit \$2,000,000

Workers' Compensation - FL
Policy No. WC037083121
Carrier: New Hampshire Insurance Company
Policy Period: 08/01/2014 - 08/01/2015
Statutory
Limits:
EL Each Accident \$2,000,000
EL Disease - Each Employee \$2,000,000
EL Disease - Policy Limit \$2,000,000

Workers' Compensation - OR
Policy No. WC037083122
Carrier: New Hampshire Insurance Company
Policy Period: 08/01/2014 - 08/01/2015
Statutory
Limits:
EL Each Accident \$2,000,000
EL Disease - Each Employee \$2,000,000
EL Disease - Policy Limit \$2,000,000

Workers' Compensation - WI
Policy No. WC037083123
Carrier: Illinois National Insurance Company
Policy Period: 08/01/2014 - 08/01/2015
Statutory
Limits:
EL Each Accident \$2,000,000
EL Disease - Each Employee \$2,000,000
EL Disease - Policy Limit \$2,000,000

Workers' Compensation - MA
Policy No. WC037083124
Carrier: Ins. Co. of the State of PA
Policy Period: 08/01/2014 - 08/01/2015
Statutory
Limits:
EL Each Accident \$2,000,000
EL Disease - Each Employee \$2,000,000
EL Disease - Policy Limit \$2,000,000

Workers' Compensation - AK, AZ, GA & VA
Policy No. WC0037083118
Carrier: New Hampshire Insurance Company
Policy Period: 08/01/2014 - 08/01/2015
Statutory
Limits:
EL Each Accident \$2,000,000
EL Disease - Each Employee \$2,000,000



ADDITIONAL REMARKS SCHEDULE

AGENCY Willis of Maryland, Inc.		NAMED INSURED Ferguson Enterprises, Inc. and Subsidiaries (See Attached Named Insured Schedule) 12500 Jefferson Avenue Newport News, VA 23602	
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ADDITIONAL REMARKS

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 FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE**

EL Disease - Policy Limit \$2,000,000

Workers' Compensation - NJ & PA
 Policy No. WC037083117
 Carrier: New Hampshire Insurance Company
 Policy Period: 08/01/2014 - 08/01/2015
 Statutory
 Limits:
 EL Each Accident \$2,000,000
 EL Disease - Each Employee \$2,000,000
 EL Disease - Policy Limit \$2,000,000

Workers' Compensation - IL, KY, NC, NH, UT & VT
 Policy No. WC037083116
 Carrier: New Hampshire Insurance Company
 Policy Period: 08/01/2014 - 08/01/2015
 Statutory
 Limits:
 EL Each Accident \$2,000,000
 EL Disease - Each Employee \$2,000,000
 EL Disease - Policy Limit \$2,000,000

The City of Sacramento, its officials, employees and volunteers are included as Additional Insureds under General Liability and Auto Liability as required by written contract but only with respect to liability arising out of Named Insured's operations.

General Liability policy shall be Primary and Non-Contributory with any other insurance in force for or which may be purchased by Additional Insureds.

Waiver of Subrogation applies in favor of Additional Insureds with respects to Workers Compensation as per written contract or agreement, as permitted by law.

**Ferguson Enterprises, Inc. and Subsidiaries.
List of Named Insureds**

Air Cold Supply	Ferguson Enterprises NY – Metro, Inc.
Air Cold Supply/Webb Distributors	Ferguson Fire & Fabrication, Inc.
Alamo Pipe & Supply	Ferguson Fire & Fabrication, Inc. (fka Sierra Craft, Inc.)
Alaska Pipe & Supply	Ferguson Full Service Supply
Build.com, Inc.	Ferguson Heating & Cooling
CAL-STEAM, a Wolseley Company	Ferguson Holdings, Inc.
Camellia Valley Supply	Ferguson Hospitality Sales
Castle Supply Company, Inc.	Ferguson Industrial Plastics and Pump Division
CastleNorth	Ferguson Integrated Systems Division, Inc.
CFP	Ferguson Intermountain Piping
Chadwick	Ferguson International
Clayton Group, Inc.	Ferguson Process Services
Clayton International, LLC	Ferguson Valve & Automation
Cline Contract Sales	Ferguson Waterworks
Colgan Cabinets	Ferguson Waterworks - Midwest Pipe
Colgan Distributors	Ferguson Waterworks - Municipal Pipe
Crow Company	Ferguson Waterworks - Red Hed
D & C Plumbing & Heating Supply	Ferguson Waterworks EPPCO
Davis & Warshow, Inc.	Ferguson Waterworks International
Davidson Electric Wholesale Supply	Frischkorn, Inc.
The Davidson Corporation, a Delaware Corporation	Galleria Bath & Kitchen Showplace
The Davidson Group Companies, Inc	Gilmour Supply Company, Inc.
Davidson Group Leasing	Ferguson Enterprises, Inc. dba Groeniger & Company
Davidson Pipe Company Inc., a New York Corporation	Gulf Refrigeration Supply
Davidson Pipe Supply Company, Inc.	HP Logistics, Inc.
Davies Water	HP Products Corporation
Decorative Product Source, Inc.	High Country Plumbing Supply
E & J Plumbing & Heating Supply Co.	Home Equipment Company, Inc.
Economy Plumbing and Heating Supply Co.	Indiana Plumbing Supply Co., Inc.
Endries International of Canada, Inc.	Industrial Hub of the Carolinas
Endries International, Inc.	J&G Products
Energy & Process Corporation	J.D. Daddario Company
Factory Direct Appliance	Joseph G. Pollard Co., Inc.
Ferguson Bath Kitchen and Lighting Gallery	Kandall Fabricating
Ferguson Enterprises IV, Inc.	Karl's Appliances, A Ferguson Enterprise
Ferguson Enterprises of Montana, Inc.	Lane Piping Co.
Ferguson Enterprises of Virginia, Inc.	Lawrence Plumbing Supply Co.
Ferguson Enterprises V, Inc.	Lincoln Products
Ferguson Enterprises, Inc.	Linwood Pipe and Supply
Ferguson Enterprises, Inc. dba WPCC	Louisiana Utilities Supply Company
Forwarding	Louisiana Chemical Pipe, Valve & Fitting, Inc. dba Wolseley Industrial Group
Ferguson Enterprises, Inc. A Corp of Virginia	

Ferguson Enterprises, Inc. and Subsidiaries.
List of Named Insureds

LUSCO
Lyon Conklin & Co., Inc.
Mastercraft Cabinets
Monotube Pile Corporation
Northern Water Works Supply, Inc.
Onda-Lay Pipe and Rental, Inc.
Page's Appliances
Palermo Supply
Park Supply
Pipe Products
Plumbing Décor
Plumb Source
Powell Pipe & Supply Company
Power Equipment Direct Inc.
R Supply Company
Record Supply Company
Reese Kitchen, Bath & Lighting Gallery
S.G. Supply Company
S.G. Supply Company dba SG Supply Co., a
Ferguson Enterprise
Sierra Craft, Inc.
SOS Sales
Specialty Pipe & Tube, Inc.
Specialty Pipe & Tube of Texas, Inc.
Summer & Dunbar
Supply North Central Group
Stock Loan Services LLC
Tarpon Wholesale Supplies
T & A Valve Industries, Inc.
The Parnell-Martin Companies LLC
The Plumbers Warehouse
The Stock Market
Tubeco Fabrication, Inc.
United Automatic
Water Works Supplies
Webb Distributors
Western Air Systems and Controls, Inc.
WIA of California, Inc.
Wolseley Industrial Group
Wolseley Industrial Plastics
Wolseley Investments Acquisitions, Inc.
Wolseley Investments, Inc.
Wolseley NA Construction Services, LLC
Wolseley North America, Inc.
Wolseley North American Consulting, LLC
Wolseley North American Services, Inc.
WPCC Forwarding

ENDORSEMENT

This endorsement, effective 12:01 A.M. 08/01/2014 forms a part of

policy No. GL 2047420 Issued to WOLSELEY INVESTMENTS, INC

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED- OWNERS, LESSEES, OR CONTRACTORS -
SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

NAME OF ADDITIONAL INSURED PERSON OR ORGANIZATION:
AND ANY OTHER ENTITY AS REQUIRED IN THE OWNER/CONTRACTOR AGREEMENT

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

A. SECTION II -WHO IS AN INSURED is amended to include as an insured;

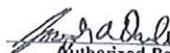
The person or organization shown in the schedule, but only with respect to liability arising out of your ongoing operations performed for that additional insured.

B. With respect to the insurance afforded to these additional insureds, SECTION 1 - COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. - Exclusions, is amended to include the following additional exclusion;

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (1) all work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or,
- (2) that portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

All other terms and conditions remain unchanged.


Authorized Representative or
Countersignature (in States Where
Applicable)

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8/11/2014 8:00