

**Meeting Date:** 9/1/2015

**Report Type:** Consent

**Report ID:** 2015-00741

**Title: Agreement: National Pollutant Discharge Elimination System (NPDES) Program Stormwater Monitoring Services (I14010200)**

**Location:** Citywide

**Recommendation:** Pass a Motion authorizing the City Manager or City Manager's designee to execute a Professional Services Agreement with Larry Walker Associates, Inc., to provide Stormwater Monitoring Services for FY2015/2016 for an amount not to exceed \$600,000.

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

**Presenter:** None

**Department:** Department Of Utilities

**Division:** Environmental & Regulatory Com

**Dept ID:** 14001331

**Attachments:**

1-Description/Analysis

2-Background

3-Agreement

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### **City Attorney Review**

Approved as to Form

Joe Robinson

8/25/2015 1:23:07 PM

### **Approvals/Acknowledgements**

Department Director or Designee: Bill Busath - 8/13/2015 12:14:43 PM

## Description/Analysis

**Issue Detail:** In accordance with the National Pollutant Discharge Elimination System (NPDES) Stormwater Permit for the Sacramento County urban area, the City and other Permittees in the Sacramento Stormwater Quality Partnership (SSQP) are required to conduct a stormwater monitoring program. Larry Walker Associates, Inc. (LWA) was selected to provide various required stormwater monitoring services for up to three years through a Request for Qualifications process conducted in May 2015. This report recommends approval of a Professional Services Agreement with LWA to provide monitoring services for the Fiscal Year 2015/2016 monitoring season. Extension of the Agreement term beyond this initial one year term will require future City Council approval.

**Policy Considerations:** The NPDES Stormwater Monitoring Program is a federally mandated program. Implementation of the 2015/2016 Stormwater Monitoring Program supports the following environmental resources goals and policies of the City's 2030 General Plan:

1. Protect local watersheds, water bodies and groundwater resources, including creeks, reservoirs, the Sacramento and American rivers, and their shorelines; and
2. The City shall control sources of pollutants and improve and maintain urban runoff water quality through storm water protection measures consistent with the City's NPDES permit.

**Economic Impacts:** None

**Environmental Considerations:** The Community Development Department, Environmental Services Manager has reviewed the project and has determined that the proposed project is exempt from the California Environmental Quality Act (CEQA) under section 15061(b)(3) of the CEQA Guidelines. The activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a 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 the environment, the activity is not subject to CEQA.

**Sustainability:** The Stormwater NPDES permit requires implementation of the Stormwater Monitoring Program and the reduction of pollutants conveyed by stormwater runoff. The Stormwater Monitoring Program provides the data needed to develop pollution reduction programs. Completion of the tasks in this services agreement is consistent with the City Sustainability Master Plan. These activities advance the Sustainability Master Plan goals to:

1. Reduce the use of pesticides and other toxic materials;
2. Protect and restore the City's urban creek system; and
3. Conserve the use and protect the sources of water.

**Commission/Committee Action:** Not applicable

**Rationale for Recommendation:** Approval of this services agreement is recommended to obtain professional services needed to comply with the requirements in the Stormwater NPDES permit. The City, on behalf of the Permittees, conducted a Request for Qualifications (RFQ) process in May 2015. The RFQ included various permit required monitoring tasks to be performed over a period of up to three years, including FY2015/2016, FY2016/2017, and FY2017/2018. Larry Walker Associates was the only company that submitted a Statement of Qualifications (SOQ) in respond to the RFQ. The City's Project Manager reviewed the SOQ, and based on their knowledge expertise, and experience Larry Walker Associates was selected to provide the requested services.

**Financial Considerations:** The cost of this services agreement will be shared by the City and other Permittees pursuant to the terms of a master Memorandum of Understanding (MOU), approved by the City Council on July 31, 2012 (City Resolution No. 2012-279). The cost for this agreement is not-to-exceed \$600,000. The Multi-Year Operating Project, FY10-FY14 NPDES Program, Project No. I14010200 (Storm Drainage Fund, Fund 6011) has sufficient funding for the City’s share. The County of Sacramento and the Cities of Citrus Heights, Elk Grove, Folsom, Galt, and Rancho Cordova will reimburse the City for their cost share amount.

The following table summarizes the costs for the City and cost share partners.

| <b>Agency</b>       | <b>Project</b>                     | <b>Fund</b> | <b>Multi-Year Operating Project (MYOP)</b> | <b>Total</b>         |
|---------------------|------------------------------------|-------------|--------------------------------------------|----------------------|
| City of Sacramento  | FY10-FY14 NPDES Stormwater Program | 6011        | I14010200                                  | \$ 234,350.60        |
| Cost Share Partners | FY10-FY14 NPDES Stormwater Program | 6211        | I14010201                                  | \$ 365,649.40        |
| <b>Total</b>        |                                    |             |                                            | <b>\$ 600,000.00</b> |

**Local Business Enterprise (LBE):** Larry Walker Associates is not an LBE, but has partnered with LBE firms, CDM Smith Inc. and Michael Baker International, for this contract to meet the minimum LBE participation requirement. CDM Smith Inc. and Michael Baker International will provide 5% of services.

## Background

In April 2015, the Regional Water Quality Control Board - Central Valley Region (Regional Water Board) reissued a Limited Term (18 months) National Pollutant Discharge Elimination System permit (Permit No. CAS082597) to the County of Sacramento and the cities of Sacramento, Citrus Heights, Elk Grove, Folsom, Galt, and Rancho Cordova (Permittees) regulating the discharge of stormwater into local water bodies. The permit requires implementation of programs to reduce the pollution conveyed by stormwater runoff into local water bodies and requires implementation of a stormwater monitoring program.

The City is administering the contract for these services on behalf of the Permittees, and will receive reimbursement for the cost share of the other Permittees. The costs for implementing some of these programs are shared by the Permittees, as described in a master Memorandum of Understanding (MOU) approved by the City Council in 2012 (City Agreement No. 2012-279). The MOU includes administrative procedures for sharing of work products and apportionment of program costs, including monitoring activities.

A significant portion of the Stormwater Monitoring Program is accomplished through annual professional services agreements. These services include development of sampling plans, field sampling, equipment upgrades, technical assistance, laboratory analyses, and preparation of reports.

This stormwater monitoring services contract includes work for one monitoring season, with a potential maximum of two successive one-year extensions upon the approval of supplemental agreements specifying the scope of services and payment provisions for such extended terms.

As allowed in the Limited Term Permit, the Permittees submitted a modified monitoring plan for FY 2015/2016 to the Regional Water Board. On 08/03/2015, the Regional Water Board granted the Permittees approval of the proposed modified monitoring plan. This scope and budget were prepared by LWA based on the approved modified monitoring plan, with a budget amount of \$600,000.

The FY2015/2016 services agreement scope includes regulatory reporting and consulting, including participation in the Delta Regional Monitoring Program (RMP), NPDES permit renewal as-needed services, and assistance with new water quality policy implementation (e.g., State Trash Amendment, State Toxicity Policy, total maximum daily loads, general permit compliance, Clean Water Act support, Delta initiatives including California Water Fix, California EcoRestore (formerly Bay Delta Conservation Plan) and policy/objective development support, etc.), and piloting of new continuous sensor sampling equipment.

The cost of the FY 2015/2016 services agreement will be shared by the City and the Permittees according to the MOU as follows:

| <b>Permittees Cost Sharing</b> | <b>%</b>   | <b>Amount</b>        |
|--------------------------------|------------|----------------------|
| City of Sacramento             | 33.3       | \$182,550.60         |
| County of Sacramento           | 38.4       | \$210,508.80         |
| City of Citrus Heights         | 5.9        | \$32,343.80          |
| City of Elk Grove              | 10.9       | \$59,753.80          |
| City of Folsom                 | 5.2        | \$28,506.40          |
| City of Galt                   | 1.7        | \$9,319.40           |
| City of Rancho Cordova         | 4.6        | \$25,217.20          |
| <b>Total</b>                   | <b>100</b> | <b>\$548,200.00</b>  |
| City of Sacramento Only        |            | 51,800.00            |
| <b>Total</b>                   |            | <b>\$ 600,000.00</b> |

PROJECT #: I14010200  
PROJECT NAME: Stormwater Monitoring Services for FY15-FY16  
DEPARTMENT: Department of Utilities  
DIVISION: Engineering and Regulatory Compliance

CITY OF SACRAMENTO

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

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

*Larry Walker Associates, Inc.*  
707 4th Street, Suite 200, Davis, Ca 95616  
(530)753-6400 Phone  
(530) 753-7030 Fax

("CONTRACTOR"), who agree as follows:

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

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

Executed as of the day and year first above stated.

**CITY OF SACRAMENTO**  
A Municipal Corporation

By: \_\_\_\_\_

Print name: \_\_\_\_\_

Title: \_\_\_\_\_

For: John F. Shirey, City Manager

APPROVED AS TO FORM:

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

ATTEST:

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

**Attachments**

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

**CONTRACTOR:**

Larry Walker Associates  
NAME OF FIRM

94-2610668  
Federal I.D. No.

27542638  
State I.D. No.

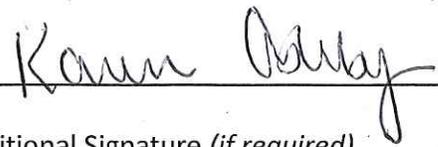
139654  
City of Sacramento Business Op. Tax Cert. No.

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

Brian Laurensen, Vice President  
Print Name and Title

  
Additional Signature (*if required*)

Karen Ashby, Vice President  
Print Name and Title

**DECLARATION OF COMPLIANCE**  
**Equal Benefits Ordinance**

Name of Contractor: Larry Walker Associates, Inc.

Address: 707 4th Street, Suite 200, Davis, CA 95616

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

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

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

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

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

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

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

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

  
\_\_\_\_\_  
Signature of Authorized Representative

8/7/2015  
\_\_\_\_\_  
Date

Brian Laurenson  
\_\_\_\_\_  
Print Name

Vice President  
\_\_\_\_\_  
Title

**EXHIBIT A**

**PROFESSIONAL SERVICES AGREEMENT FOR DESIGN PROFESSIONALS**

**SCOPE OF SERVICES**

**1. Representatives.**

The CITY Representative for this Agreement is:

*Dalia Fadl*  
1395 35th Ave, Sacramento, CA 95822  
(916) 808-1449/Phone (916) 808-1497/Fax DFadl@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:

*Brian Laurenson*  
707 4th Street, Suite 200, Davis, CA 95616  
(530) 753-6400/Phone (530) 753-7030/Fax BrianL@LWA.com

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

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

**3. Conflict of Interest Requirements.**

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

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

- (1) An "assuming office" statement of economic interests to be filed within 30 days after execution of the agreement between the City and the contractor;
- (2) Annual statements of economic interests while the agreement remains in effect, to be filed not later than April 30 of each year; and
- (3) A "leaving office" statement of economic interests to be filed within 30 days of completion of the contract.

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

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

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

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

- (1) Identify the individuals who will provide services or perform work under this Agreement as "consultants";
- (2) Cause these individuals to file with the CITY Representative the "assuming office" statements of economic interests required by the CITY's Conflict of Interest Code.

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

**4. Scope of Services.**

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

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

CONTRACTOR shall perform services under this Agreement as described herein, for the 2015/2016 fiscal year (referred to hereafter as the "Initial Term"). The Initial Term may be extended for subsequent one year terms, up to a total Agreement term of 3 years (including Initial Term and 2 one-year extensions), if CONTRACTOR and the CITY execute supplemental agreement(s) specifying the scope of services and payment provisions for such extended term(s), subject to approval by the Sacramento City Council.

# Attachment 1 to Exhibit A

## Sacramento Stormwater Quality Partnership

### 2015-16 Monitoring and Regulatory Support Services

This Scope of Services describes the consulting services to be provided by Larry Walker Associates, Inc. (LWA) and its subcontractors (collectively, "Consulting Team") to the Sacramento Stormwater Quality Partnership (SSQP) during the Fiscal Year 2015-2016 contract period, under the terms of LWA's stormwater monitoring and regulatory support contract with the City of Sacramento Department of Utilities. LWA leads a consulting team that includes CDM Smith, Pacific EcoRisk, and Michael Baker International (Baker).

This Scope of Services assumes that the Central Valley Regional Water Quality Control Board (Regional Water Board) Executive Officer approves the "Alternative Monitoring Program" as allowed under the "Limited Term" National Pollutant Discharge Elimination System (NPDES) permit issued to the SSQP co-Permittees on April 17, 2015 (Order No. R5-2015-0023). The Alternative Monitoring Program replaces urban runoff monitoring with a pilot monitoring program at two locations. The Limited Term permit also allows participation in the Delta Regional Monitoring Program (RMP) in place of the required river and urban tributary monitoring. In addition to completion of the monitoring requirements, this Scope of Services includes compliance reporting and technical expertise tasks. Several sub-tasks in this Scope of Services are on an "as-needed" basis based on specific requests from SSQP staff. It is not expected that all of these tasks will be necessary and budget estimates are intended to be shared between subtasks depending on the level of effort requested. All major deliverables with specific deadlines are shown in the table below, however, SSQP and LWA may mutually agree to modify the deliverable schedule.

| Subtask No. | Deliverable Name                                                          | Draft Date             | Final Date                      |
|-------------|---------------------------------------------------------------------------|------------------------|---------------------------------|
| 1.1         | Quality Assurance Project Plan*                                           | 9/15/15                | 10/15/15                        |
| 1.1         | Sample Collection and Analysis Plan*                                      | 9/15/15                | 10/15/15                        |
| 1.2         | Daily Sacramento Forecast                                                 | Start<br>10/15/15      | End 5/15/16                     |
| 1.3         | Event summary email                                                       | Within 3 days of event |                                 |
| 2.2         | Alternative Monitoring Program Year 1 Report Outline and Initial Findings | 6/15/16                | If needed                       |
| 2.2         | Alternative Monitoring Program Year 1 Report                              | 7/23/16                | 3 weeks after comments received |
| 3.1         | Notice of Water Quality Exceedance                                        | 83 days after sampling | As needed                       |

| <b>Subtask No.</b> | <b>Deliverable Name</b>                                               | <b>Draft Date</b>                          | <b>Final Date</b> |
|--------------------|-----------------------------------------------------------------------|--------------------------------------------|-------------------|
| 3.2                | Report of Water Quality Exceedance                                    | TBD                                        | 9/15/16           |
| 3.3                | Monitoring section of Regional Annual Report                          | 8/15/16                                    | 9/15/16           |
| 4.1                | Watershed Model Development and Use Memorandum                        | TBD based on FY1415 Feasibility Assessment |                   |
| 4.2                | Delta Methylmercury TMDL Compliance Strategy Memorandum, if necessary | 7/1/16                                     | 9/15/16           |

\*If Regional Water Board approval/rejection is not provided by August 1, 2015 the document deliverable date may be shifted later.

## **TASK 1 MONITORING MANAGEMENT [\$114,500]**

This task involves all work related to monitoring activity coordination, study planning documentation, pre-season equipment preparation, weather forecasting, equipment and program troubleshooting, and SSQP status updates following monitoring mobilization efforts related to this contract. These activities provide general monitoring support for all of the monitoring activities. Specific monitoring tasks are included under subsections in this Scope of Services to cover the individual study monitoring and reporting tasks.

### **Task 1.1 Preseason Preparations**

Consulting Team will prepare a sample collection and analysis plans (SAP) and a Quality Assurance Project Plan (QAPP), and install all needed sample collection and sensor equipment for the Alternative Monitoring Program as submitted to the Regional Water Board as part of the May 1, 2015 Annual Work Plan (see task 2 below). The proposed Work Plan included sample collection at North Natomas Basin No. 4 and Arcade Creek. Both these sites will require installation of equipment, and are subject to change with approval from the SSQP. It is assumed that the equipment will be rented to the SSQP for this pilot study under Task 2.1, however this task includes all equipment preparation and installation.

The Consulting Team will prepare the QAPP according to Statewide Ambient Monitoring Program (SWAMP) guidelines and incorporate the SAP within the document or as an appendix. The SAP documents will include site information, specific procedures and equipment, logistics planning, quality control plans, and schedules. As needed specific operating procedures (SOPs) will also be included. The SAP should be detailed enough to provide clear instructions to the field crews and documentation of the Alternative Monitoring Program objectives and methods. Because the Alternative Monitoring Program is "pilot" effort, the SAP will allow adaptive management to the program, but at a minimum include analysis of the MRP Table B constituents at North Natomas Basin No. 4 and Arcade Creek sites for three wet weather events and one dry weather event.

Once the Alternative Monitoring Program is approved by the Regional Water Board, the Consulting Team will collect targeted grab samples (MRP Table B constituents) at North Natomas Basin No. 4 and Arcade Creek locations for three wet weather events and one dry weather event as specified in the proposed FY1516 Work Plan (M.P. 1.2 and M.P. 2.1). The Consulting Team will install the necessary sample collection equipment to allow targeted sample collection as well as the sensors for measurement of key parameters (e.g., electrical conductivity, temperature, pH, turbidity, Fluorescent Dissolved Organic Matter, etc.). Additional sample collection and modifications to the approach are possible based on new information. For example field assessment may indicate that a particular location has hazards or other impediments to effectively perform sample collection. Moreover watershed modeling (see subtask 4.1) may identify other locations as more critical for data collection. The Consulting Team will adaptively manage the pilot program to consider input from the SSQP, Regional Water Board, and best professional judgment to modify the program or collection of additional samples to optimize the monitoring program, inform modeling efforts, and develop longer term monitoring program. Changes from the FY1516 Work Plan will be approved by SSQP staff.

LWA will collect equipment blank samples for Teflon tubing and composite bottles for total organic carbon, metals and trace organics, if necessary, based on actual equipment deployed. City operations staff will assist with the installation of equipment within any wet-wells or confined spaces. The LWA Health and Safety plan is intended to cover LWA staff. Subconsultant and SSQP staff will conform to their respective health and safety plans in the course of performing any field work associated with this project.

Consulting Team will review laboratory performance and compliance with reporting limitation requirements specified in MRP Table B of the permit and provide recommendations for a primary and secondary laboratory.

Consulting Team will plan, arrange and conduct a two hour training session for the SSQP (optional attendance) and Consulting Team field personnel, covering clean sampling techniques and the procedures outlined in the SAP.

### **Task 1.2 Inter-event Preparations**

Pre-storm activities comprise of the tasks performed by the consultant immediately before a targeted storm event. These activities include procuring and mobilizing sampling equipment, reviewing updated weather forecast information, and coordinating field-staffing logistics.

#### ***Equipment Preparation***

Consulting Team will prepare and mobilize all necessary equipment to complete monitoring activities, including composite bottles (carboys), pump tubing, sample bottles, portable pumps, field meters, coolers, ice, etc. Consulting Team will mobilize equipment to the appropriate field staff, as necessary. Equipment that comes in direct contact with collected samples will be laboratory-cleaned according to the SSQP protocols.

### ***Weather Tracking***

This subtask involves all work related to providing weather updates to the SSQP through daily written forecasts during the business week and unlimited 24-hour, 7-day per week phone consultation, on request. A specialized weather consultant will be contracted to provide primary forecasting services. LWA will generally act as the primary point of contact for the forecaster unless alternative arrangements are made. LWA will provide forecast information to other consultants performing monitoring for the SSQP in the form of weekday written forecasts and business hour phone communication or pre-arranged after-hour support. As candidate storm events are identified, the LWA will notify field crews and consult the SSQP, as necessary.

### ***Study Coordination***

LWA will maintain contact with all key field staff for each study. Consulting Team field crews will be updated, as necessary, according to the SSQP "storm action levels" which specify readiness and mobilization status. LWA will present monitoring options to the SSQP with regard to storm selection and event timing as forecasts develop. The SSQP "storm contact" staff will provide feedback on the decision to mobilize for a storm event or in scheduling dry weather events. Based on the pre-event plan, LWA will make necessary decisions based on best professional judgment to perform sample collection and analysis. Consulting Team will provide as needed coordination with other external monitoring programs when directed by SSQP staff. This may be required for TMDL compliance or coordination with the Delta Regional Monitoring Program or other monitoring efforts.

#### **Task 1.3 Event and Post-event Logistics and Review**

This subtask involves the general oversight and coordination by the "monitoring manager" during the storm event for all field activities. The LWA monitoring manager will remain available by phone throughout the entirety of the sampling event to coordinate weather forecast reporting, field condition evaluation, storm progress tracking, sample pick-up, staffing, equipment troubleshooting, as well as to provide essential mobilization and tracking duties. It may also be necessary for the monitoring manager to mobilize to the field for final site visits at the end of the monitoring event.

### ***Sample Disposition***

At the conclusion of each monitoring event Consulting Team will deliver the samples from the field stations to the staging area. The composite samples will be broken down by Consulting Team into appropriate containers for all required analyses as specified in the SAP and placed on ice. All samples will be promptly packed and delivered to the analytical laboratories. Consulting Team will prepare chain of custody documentation to accompany the samples from staging area to laboratory. Consulting team will procure commercial delivery services, as needed.

### ***Oversee Laboratory Activities***

Laboratory turn-around times shall be 30 days from receipt of samples. Laboratories shall be requested to output analytical data into spreadsheet files in the format established for the

Sacramento Stormwater Monitoring Database and provide them to the Consulting Team along with hard copy lab reports.

Consulting Team shall conduct follow-up communications with analytical laboratories, as needed, to confirm laboratory receipt of samples, verify laboratory instructions for sample preparation and analysis, and assist laboratory personnel with other questions or issues as they arise.

### ***Summary E-mail Notification***

This subtask involves distribution of status e-mails following any mobilization effort and event summary memoranda following successfully captured monitoring events. The post event status email will be sent to the SSQP within 48 hours of the completion of any mobilization effort whether it results in a successfully captured event or a false start. The e-mails will provide a brief summary of the forecast, decision-to-mobilize discussion, monitoring activities, problems encountered, rainfall totals, and any recommendations for future events.

### ***Event Data Compilation***

The Consulting Team will compile all the relevant event data including sample collection timing, rainfall, runoff, and sensor data for inclusion in the subtask 2.2 reporting.

## **TASK 2 ALTERNATIVE MONITORING PROGRAM [\$161,185]**

The SSQP requested an Alternative Monitoring Program in the FY1516 Work Plan that could be allowed with Regional Water Board Executive Officer approval. The objective of this pilot sample collection program is to collect higher resolution data and to evaluate whether this approach is feasible on a larger scale to address assessment questions expected to be part of the forthcoming permit renewal.

### **Task 2.1 Sample Collection**

The following approaches will be used to perform the sample collection effort. Modifications may be necessary depending on site-specific conditions and the preliminary input and direction from the watershed modeling feasibility efforts, if any:

- Continuous flow measurement based on pump run times/pump head or established and calibrated flow rating curves.
- Continuous measurement with sensors of DO, temperature, EC, pH, CDOM, NO3 + NO2, turbidity, with the possibility of a filtered flow-through chamber at some locations.
- Collection of targeted grab samples for MRP Table B constituents in the limited term permit, for three wet weather events and one dry weather event at the North Natomas Basin No. 4 and Arcade Creek locations
- As-needed additional samples to further characterize conditions and evaluate surrogate relationships.

- Consideration of pilot microsampling (multiple smaller volume storm composites) and event composite approaches at some locations to evaluate the performance of different sample collection approaches.
- All locations will have cellular based telemetry to transmit real-time data. To conserve battery power, the stations are programmed to report at hourly or daily frequencies depending on the need.
- Data loggers will record sensor readings on an hourly, fifteen minute, or five minute interval depending on battery status and need (i.e., more frequent during higher variability periods like storm events). Sensors will be installed for the wet season (October 1 through April 30), though this may be extended if sufficient water depth and flow are present at the site.

Sensors are calibrated based on sample collection during events and measurements at maintenance visits. Typically the Consulting Team will replace batteries every two to three months. Sensor data are reviewed at monthly intervals to identify errors and sensor drift. Sensors are calibrated before and after installation. Following the post-installation calibration, the Consulting Team will adjust sensor data for systematic drift. Sensors, dataloggers, telemetry, and other specialized will be provided by the Consulting Team at fixed daily rates. Existing SSQP equipment may be used to supplement the efforts or offset rental fee.

#### **Alternative Monitoring Program Overview**

| <b>Descriptor</b>   | <b>Proposed Approach</b>                                                                                                                                                                                                                                     |
|---------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Sites</b>        | Urban discharge (Natomas Basin No. 4), urban tributary (Arcade Creek at Watt)                                                                                                                                                                                |
| <b>Events</b>       | Continuous sensor data, number of samples is based on weather (typically 20-30 storm events observed per year), some down time for maintenance is expected<br>Targeted grab samples during 3 wet and 1 dry event                                             |
| <b>Sample types</b> | Continuous sensor and grabs (composite samples may be used for some constituents)                                                                                                                                                                            |
| <b>Constituents</b> | Continuous measurement with sensors for DO, temperature, EC, pH, and turbidity. Nitrate and dissolved organic matter sensors may also be deployed to pilot-test their use and develop surrogate relationships.<br>MRP Table B list for targeted grab samples |

#### ***False Starts***

In the event that a storm is selected for monitoring and sample collection activities commence, but the storm does not or is not projected to produce sufficient rainfall within a reasonable period to produce adequate runoff to perform sampling, field crews will be demobilized and the event will be considered a false start. Labor hours and other direct costs are budgeted for two false starts.

### ***Blackout periods***

Monitoring will not be required under this Scope of Services during the following periods (all dates inclusive): November 25, 2015 – November 30, 2015 and December 24, 2015 – January 3, 2016; and other periods to be determined jointly by Consulting Team and SSQP during the course of the wet weather monitoring season. The monitoring task manager will notify SSQP contacts and field crews in advance of these blackout dates.

### **Task 2.2 Reporting**

The Consulting Team will compile all data collected as part of Task 2.1, perform a quality assurance and quality control evaluation (QA/QC), and prepare a data report that summarizes field activities, variances from the QAPP and SAP, quality assurance and quality control evaluation, sensor data, analytical results, and recommendations for future monitoring tasks.

### ***Draft and Final Alternative Monitoring Program Report***

As a first step in the Alternative Monitoring Program report, LWA will prepare the draft report outline and initial findings. LWA will evaluate the overall approach and make recommendations for FY1617 monitoring. LWA will submit the outline to the SSQP by June 15, 2016 or at another mutually agreed upon time.

Consulting Team will check all lab data reports to verify that all requested analyses were completed and that all requested results were reported (including laboratory internal QA/QC results), and that specifications for holding times, analytical methods, and reporting limits were met by the laboratories. Consulting Team will contact laboratory personnel to request that they correct errors, provide missing information, or rerun sample analyses, as needed. The designated agency contacts will be copied on all formal memoranda sent to the analytical labs. The Consulting Team will prepare a draft report by July 27, 2016 for review by SSQP staff.

Consulting Team will respond to SSQP review comments on the draft report, incorporate changes where necessary, and deliver an electronic copy of the final report within three weeks of receipt of SSQP comments for inclusion in the Annual Report due to the Regional Water Board by October 1<sup>st</sup>, 2016. As requested, Consulting Team will also provide up to twelve hard copies of the report and laboratory reports.

### **TASK 3 COMPLIANCE REPORTING [\$45,640]**

The Consulting Team will support SSQP responses to specific requests from regulatory agencies and the Permit required reporting described in the tasks below. As-needed the Consulting Team will assist the SSQP in developing response letters, information requests, and technical analyses related to permit compliance.

### **Task 3.1 Notice of Water Quality Exceedance**

LWA will promptly review targeted grab sample receiving water quality sample data and compare the results to applicable water quality standards as required by NPDES permit provision "C. Receiving Water Limitations," and Monitoring and Reporting Program requirements I.C. and I.D. The "water quality standards" are broadly defined in the NPDES permit language; this is interpreted to include applicable standards, objectives and criteria within the Basin Plan, California Toxics Rule, National Toxics Rule, California Department of Health Services (Title 22), and California Department of Fish and Game (diazinon and chlorpyrifos criteria). The draft letter will be submitted in an editable electronic format to the SSQP at least six days before it is due to the Regional Water Board. LWA will promptly respond to comments or questions on the draft NWQE until the final NWQE is prepared and submitted by the SSQP.

### **Task 3.2 Report of Water Quality Exceedance**

LWA will provide assistance in the preparation of the Joint Program Annual Report, due to the Regional Water Board by October 1, 2016. LWA and the SSQP staff will determine the schedule for delivery of these items before July 15, 2016. The schedule will be developed to allow for final completion by September 15, 2016.

The Report of Water Quality Exceedance (RWQE) is a current NPDES permit requirement to evaluate whether urban runoff caused or contributed to exceedances of water quality standards in receiving water. If the Permittees or the Regional Water Board makes this finding, the RWQE report is required to identify management actions to address the exceedance. A RWQE is not needed for a constituent if it has been previously prepared. LWA will prepare the Annual Report appendix that performs the evaluation of water quality objective exceedances and "cause and contribute" factors according to the historical assessment approach. If a new RWQE constituent is identified, LWA will assist the SSQP in identifying activities to support control strategies.

### **Task 3.3 Regional Annual Report Preparation**

LWA will provide assistance in the preparation of the Regional Annual Report (RAR), due to the Regional Water Board by October 1, 2016. The Consulting Team will prepare the monitoring section of the Annual Chapter, which summarizes all monitoring activities in which the SSQP participates and performs effectiveness assessments. LWA will provide as-needed assistance on the Target Pollutant section, including preparation of the initial draft, if requested. The Task 3.2 RWQE is included as part of the Annual Report. LWA will use previous Annual Reports as the template for the 2015-16 sections; however, the Alternative Monitoring Program approach will likely change the organization and type of content. SSQP staff and the Consulting Team will agree on the organization, outline, and schedule for the monitoring section. It is expected that the draft section will be submitted to the SSQP by August 15, 2016, dependent on direction from SSQP staff.

### **Task 3.4 Response to Regulatory Requests**

As needed, the Consulting Team will respond to requests for information, reports, and data from regulatory agencies. This as-needed task will be at the direction of SSQP staff as issues requiring

responses arise, including preparation of notice of violation response letters, preparation of compliance related analysis, and developing compliance strategies for issues not identified in other tasks.

#### **TASK 4 TECHNICAL EXPERTISE [\$177,680]**

Technical expertise tasks include the range of activities to support regulatory, monitoring, and technical evaluations to support the SSQP.

##### **Task 4.1 Watershed Modeling Pilot Program**

Under the previous (FY1415) support contract LWA is preparing a feasibility assessment and scope that will be used to develop modeling and/or data analysis tools to support management decisions and respond to planning and regulatory requirements. This task will be coordinated with the Alternative Monitoring Program if the Regional Water Board approves it. The Consulting Team will implement the recommendations of the feasibility study as requested by SSQP staff. The entirety of the scope of services will not be known until the feasibility assessment is completed in October 2015. Based upon the model and or data analysis tool selected, a schedule for implementation will be developed. The level of effort needed to complete and calibrate a model can vary significantly depending on the model and watershed area (i.e., model domain) selected. At a minimum, by the end of the FY15/16 reporting period, it is expected that an initial phase of this watershed modeling effort will be completed. This modeling effort will include data compilation, model construction, and limited model calibration for at least one selected urban watershed. A more detailed scope and schedule will be prepared as part of the current FY1415 feasibility study to match the allocated funding. The effort will be used as a proof-of-concept for the approach and to provide recommendations on wider use. The Consulting Team will provide SSQP staff with regular updates including at least four progress meetings or teleconferences. The expected deliverable is a summary memorandum on the model construction and use.

##### **Task 4.2 Target Pollutant and TMDL Implementation Support**

LWA will provide as needed support including attending meetings, hearings, and providing technical analysis of Total Maximum Daily Load (TMDL) programs for pesticides, methylmercury, and others. LWA will also track and review updates to the Clean Water Act Section 303(d) water quality impairment listings.

##### ***Methylmercury TMDL Implementation***

The SSQP is currently participating in Phase 1 of the Delta Methylmercury Total Maximum Daily Load (TMDL) implementation and is also subject to the forthcoming Statewide Mercury TMDL. The Delta Methylmercury TMDL includes a wasteload allocation for methylmercury for the land area within the legal definition of the Delta. The SSQP and Consulting Team developed and submitted a Work Plan in April 2013 to address the Delta Methylmercury TMDL Control Study requirement. The Work Plan includes the evaluation of a grant funded low impact development (LID) retrofit/redevelopment in Citrus Heights. The City of Citrus Heights is the grant-holder and selected

LWA to perform the monitoring study. LWA is expected to complete the Citrus Heights final report prior to December 31, 2015 that will be used as part of the Phase 1 methylmercury TMDL compliance. The Consulting Team will assist the SSQP in performing the compliance feasibility assessment and developing a compliance strategy as part of the Phase 1 implementation. It is expected that the strategy will use tools and models developed previously, by others, or under subtask 4.1. In coordination with SSQP, the Consulting Team will develop a strategy that includes implementation options, schedule, and cost estimates to meet the expected Phase 2 requirements of the Delta Methylmercury TMDL. It is expected that the Regional Water Board will provide additional guidance on the level-of-effort, objectives, and scope of these compliance feasibility and strategy assessments. The Consulting Team will summarize these efforts in a memorandum or as part of the Regional Annual Report.

### ***Trash Amendments***

The recently adopted Trash Amendments will be incorporated in the Region-wide Permit or through a Water Code Section 13267 letter request from the Regional Water Board. As needed, LWA will work with the designated SSQP staff to develop a compliance strategy and approach to evaluating the pro/cons and costs of the implementation options (i.e., Track 1 vs. Track 2). It is expected that this effort by LWA will include at least six meetings or teleconferences, coordination with other MS4 agencies, summarizing lessons learned from other areas implementing the trash requirement, and preparation of technical information. Technical information can include, but is not be limited to effectiveness and implementation of trash surveys, and assessment of implementation options for compliance with the full capture equivalency.

### ***Target Pollutant Updates***

The Consulting Team will assist SSQP staff, as-needed, with the Target Pollutant Program, including performing updates to the prioritization list based on recent or expected changes to constituent-specific information. Evaluation of issues specific to the Region-wide Permit, including updates to the Stormwater Quality Improvement Plan are supported under subtask 4.5.

### **Task 4.3 TMDL, Central Valley, and Statewide Water Quality Policy Tracking**

LWA will prepare a summary table of ongoing regulatory policies and plans under development that may be relevant to the SSQP on at least a quarterly basis, and upon request. This will include Federal, California, and regional issues with the intent of concisely stating status and potential impact on the SSQP agencies. Some of these regulatory efforts may require more active participation and/or commenting by the SSQP. The Consulting Team will assist the SSQP with as needed participation in regulatory effort participation.

The State Water Resources Control Board (State Board) develops regulations through a number of efforts that may result in changes to the MS4 NPDES permits or indirectly function as guidance to Regional Water Boards that develop the MS4 permits. LWA will maintain a list of these identified issues and the SSQP staff or consultants that are actively participating on behalf of the SSQP. As

needed, the Consulting Team will assist the SSQP in tracking, evaluating, and commenting on the following State Board policy efforts:

- Policy for Toxicity Assessment and Control – Will require evaluation of toxicity using the “test for significant toxicity (TST)”, though the requirements for assessment of MS4 discharges may be specified in later guidance documents.
- Biological Integrity Assessment Implementation Plan – The State Board is developing an assessment program to identify numeric and narrative benchmarks for inland freshwater streams.
- Statewide Nutrient Objective Development– The State Board is developing a method to develop nutrient numeric objective based on causal effects.
- Stormwater Strategic Initiative, including a potential statewide pesticide strategy.
- Statewide Bacteria Objectives - The State Board is proposing a statewide control program to protect recreational users from the effects of pathogens in California water bodies. The program would be adopted as amendments to the Inland Surface Water, Enclosed Bays and Estuaries Plan.
- Others that are identified through the tracking process.

The Regional Water Board is expected to continue and initiate work on a number of water quality impairments issues that may affect the SSQP including but not limited to the following:

- Ongoing TMDLs in the Central Valley, including the pesticide TMDL, implementation phase of the mercury TMDL, PCB TMDLs, and other known or future TMDLs. Delta Nutrient Objectives are under development pending the expected Nutrient Science Plan in 2015.
- Others that are identified through the tracking process.

#### **Task 4.4 Delta Policy Support**

LWA will provide as needed policy analysis and communication support to the Partnership related to water quality initiatives. Sacramento-San Joaquin Delta (Delta) issues include, but are not limited to, the Delta Plan, Delta Science Program, California Water Fix, California EcoRestore (formerly BDCP), and Bay-Delta Water Quality Control Plan amendments. Federal, statewide and other regional issues may also be covered on request by City of Sacramento staff. LWA will attend meetings, provide summary information and draft comments or talking points as needed to inform the Partnership, and develop comments from the Partnership on urban runoff or permit related matters. Individual SSQP agencies may still have comments specific to that agency or not related to urban runoff that may be submitted separately.

#### **Task 4.5 Delta Regional Monitoring Program Participation**

The Delta RMP is supported by the Regional Water Board and a wide range of stakeholders to develop better and more comprehensive water quality science in the Delta. SSQP participation in the Delta RMP reduces NPDES permit monitoring requirements performed. LWA will provide support to the SSQP with development and implementation of the Delta RMP. LWA will provide the following as-needed services:

- LWA will act as a Technical Advisory Committee (TAC) member representing MS4 Phase 1 agencies and the SSQP, including attending up to eight meetings and teleconferences. LWA will prepare as needed reports on TAC activities to the SSQP and perform reasonable TAC-assigned follow-up tasks or special committee work.
- LWA will attend Steering Committee meetings to support the SSQP Steering Committee members.
- LWA will attend coordination meetings with the regulated entities to prepare for Steering Committee meetings. LWA will provide representation specific to the SSQP at these meetings.
- LWA will provide technical support evaluating Delta RMP proposals and programs.
- LWA will lead the pathogen subcommittee as a joint activity with the City of Sacramento and the Sacramento Regional County Sanitation District.

#### **Task 4.6 Region-wide Permit Reissuance Support**

The Consulting team will provide as-needed support to the SSQP in development, review, and commenting on the Region-wide permit as well as implementation of the permit if it is adopted in 2015-16. The Consulting Team will participate, on request, in permit development meetings with the stakeholders, including but not limited to the Regional Water Board, other MS4s, non-governmental organizations, and other regulatory agencies. The Consulting Team will provide technical comments on proposed Region-wide permit language, administrative drafts, and the tentative order. The Consulting Team will be available for as-needed technical support at hearings, including preparation of presentation materials. On request, the Consulting Team will coordinate with the SSQP in the implementation strategy for permit requirements including developing the 5-year Stormwater Management Plan (SWMP), developing cost estimates, and scope-of-work evaluations.

### **TASK 5 PROJECT COORDINATION [38,380]**

The Consulting Team will provide staff planning to ensure a high level of responsiveness for all work and will provide SSQP with coordination of meetings, teleconferences, video conferences, note taking, and project progress reporting.

#### **Task 5.1 Project Coordination and Planning**

LWA will provide project management to ensure that the project is completed on time and within budget, including project coordination and administration necessary to achieve the tasks previously described and periodic communications with the SSQP and subcontractors. Consulting Team will provide qualified staff to complete all tasks as described in the preceding Scope of Services.

LWA will schedule, prepare for and attend bi-monthly progress meetings with the SSQP to discuss progress and results of the monitoring program. LWA will prepare an agenda and distribute it to SSQP agencies in advance of each scheduled progress meeting. At the request of the SSQP, LWA may schedule bi-monthly monitoring or effectiveness evaluation work group teleconferences in those

months without progress meetings. At the request of the SSQP, LWA will periodically attend the Permittee meetings to update the Permittees on water quality regulatory issues.

LWA will produce Progress Reports for review at the progress meetings as needed to keep the SSQP appraised of work progress, schedule and budget status.

LWA will submit a monthly invoice with detailed budget status information on a subtask basis and a monthly written report describing project activities and expenditures during the period covered by the invoice.

## **TASK 6 CITY OF SACRAMENTO TECHNICAL AND REGULATORY TASKS [\$51,800]**

LWA will provide as-needed services to the City of Sacramento that will not be billed to other SSQP members. It is expected that services will include work related to the sampling, drinking water, and water quality regulatory and monitoring issues specific to the City of Sacramento.

### **Task 6.1 Regulatory Expertise**

LWA will provide policy analysis and communication support to the City of Sacramento related to water quality initiatives. Sacramento-San Joaquin Delta (Delta) issues include, but are not limited to, the Delta Plan, Delta Science Program, California Water Fix, California Ecoreserve (formerly BDCP), and Bay-Delta Water Quality Control Plan amendments. Federal, statewide and other regional issues may also be covered on request by City of Sacramento staff. These services will be in addition to the support provided to the SSQP in this Scope of Services. LWA is not expected to attend all meetings related to the noted policy efforts, but the City may request representation or assistance at key meetings. Services to be provided include the review of selected portions of key Delta related reports and preparation of draft comments in support of applicable discharger considerations. Services may also provide assistance with tracking schedules for upcoming key documents, recommendations for follow-up activities including additional policies and reports to track, and input on guiding principles. LWA will provide recommendations for input on other State Board or Central Valley Regional Water Board policies in support of discharger considerations, or additional support for follow-up on Delta policies.

### **Task 6.2 As Needed Regulatory, Compliance, and Field Services**

Consulting Team will provide as-needed assistance to the City of Sacramento related to comment preparation on stormwater management plans and compliance assistance for City of Sacramento facilities and water quality regulatory and monitoring issues specific to the City of Sacramento. Consulting Team will provide as-needed field and analytical laboratory services related to inspections, illicit discharges, regulatory compliance, and spill response.

#### *NOTES TO SCOPE OF SERVICES*

The period during which the LWA and Consulting Team services described herein will be performed approximately from August 2015 through October 2016. However, upon mutual consent of City of Sacramento and LWA, some activities may extend beyond this time period.

Remaining budget from FY2015/2016 may be utilized for assignments continuing in FY2016/2017.

## EXHIBIT B

### PROFESSIONAL SERVICES AGREEMENT FOR DESIGN PROFESSIONALS

#### FEE SCHEDULE/MANNER OF PAYMENT

1. **CONTRACTOR's Compensation.** The total of all fees paid to the CONTRACTOR for the performance of all services set forth in Exhibit A, including normal revisions (hereafter the "Services"), and for all authorized Reimbursable Expenses, shall not exceed the total sum of \$ 600,000.
2. **Billable Rates.**

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

D. Requests for payment shall be sent to:

*City of Sacramento, Department of Utilities  
1395 35th Ave, Sacramento, CA 95822  
(916) 808-1449/Phone (916) 808-1497/Fax*

Attn:           Dalia Fadl          

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

Attachment 1 to Exhibit B

Sacramento Stormwater Quality Partnership 2015-16 Monitoring and Regulatory Support Budget Estimate - Alternate Approach Adopted

| Task                                                     | DESCRIPTION                                                      | LABOR HOURS |           |                  |                    |                  | LAB COSTS [1] | OTHER DIRECT COSTS | TOTALS [1] |
|----------------------------------------------------------|------------------------------------------------------------------|-------------|-----------|------------------|--------------------|------------------|---------------|--------------------|------------|
|                                                          |                                                                  | Principal   | Associate | SENIOR ENG./SCI. | STAFF ENG./SCI. II | STAFF ENG./ SCI. |               |                    |            |
| <b>Monitoring Management</b>                             |                                                                  |             |           |                  |                    |                  |               |                    |            |
| 1.1                                                      | Preseason Preparations                                           | 40          | 0         | 12               | 136                | 136              | \$ 1,500      | \$ 1,240           | \$ 60,800  |
| 1.2                                                      | Inter-event Preparations                                         | 16          | 0         | 0                | 96                 | 40               | \$ -          | \$ 2,500           | \$ 30,020  |
| 1.3                                                      | Event and Post-event Logistics and Review                        | 16          | 0         | 0                | 48                 | 64               | \$ -          | \$ 1,200           | \$ 23,680  |
| Sub TOTAL LABOR HOURS                                    |                                                                  | 72          | 0         | 12               | 280                | 240              |               |                    |            |
| Sub TOTAL COSTS                                          |                                                                  |             |           |                  |                    |                  | \$ 1,500      | \$ 4,940           | \$ 114,500 |
| <b>Alternative Monitoring Program</b>                    |                                                                  |             |           |                  |                    |                  |               |                    |            |
| 2.1                                                      | Sample Collection                                                | 4           | 0         | 0                | 96                 | 96               | \$ 56,975     | \$ 25,190          | \$ 114,905 |
| 2.2                                                      | Reporting                                                        | 40          | 0         | 12               | 130                | 64               | \$ -          | \$ 100             | \$ 46,280  |
| Sub TOTAL LABOR HOURS                                    |                                                                  | 44          | 0         | 12               | 226                | 160              |               |                    |            |
| Sub TOTAL COSTS                                          |                                                                  |             |           |                  |                    |                  | \$ 56,975     | \$ 25,290          | \$ 161,185 |
| <b>Compliance Reporting</b>                              |                                                                  |             |           |                  |                    |                  |               |                    |            |
| 3.1                                                      | Notice of Water Quality Exceedance                               | 8           | 0         | 0                | 32                 | 0                | \$ -          | \$ -               | \$ 7,880   |
| 3.2                                                      | Report of Water Quality Exceedance                               | 8           | 0         | 0                | 40                 | 0                | \$ -          | \$ -               | \$ 9,320   |
| 3.3                                                      | Regional Annual Report                                           | 16          | 0         | 0                | 56                 | 24               | \$ -          | \$ -               | \$ 17,920  |
| 3.4                                                      | Response to Regulatory Requests                                  | 24          | 0         | 0                | 12                 | 12               | \$ -          | \$ 200             | \$ 10,520  |
| Sub TOTAL LABOR HOURS                                    |                                                                  | 56          | 0         | 0                | 140                | 36               |               |                    |            |
| Sub TOTAL COSTS                                          |                                                                  |             |           |                  |                    |                  | \$ -          | \$ 200             | \$ 45,640  |
| <b>Technical Expertise</b>                               |                                                                  |             |           |                  |                    |                  |               |                    |            |
| 4.1                                                      | Watershed Modeling Pilot Program                                 | 64          | 40        | 0                | 144                | 64               | \$ -          | \$ 120             | \$ 62,200  |
| 4.2                                                      | Target Pollutant and TMDL Implementation Support                 | 64          | 0         | 0                | 40                 | 24               | \$ -          | \$ 150             | \$ 27,910  |
| 4.3                                                      | TMDL, Central Valley and Statewide Water Quality Policy Tracking | 32          | 0         | 0                | 40                 | 36               | \$ -          | \$ 150             | \$ 21,230  |
| 4.4                                                      | Delta Policy Support                                             | 32          | 0         | 40               | 0                  | 0                | \$ -          | \$ 155             | \$ 17,235  |
| 4.5                                                      | Delta Regional Monitoring Program Participation                  | 100         | 0         | 0                | 40                 | 0                | \$ -          | \$ 800             | \$ 34,500  |
| 4.6                                                      | Region-wide Permit Reissuance Support                            | 64          | 0         | 24               | 16                 | 0                | \$ -          | \$ 420             | \$ 25,420  |
| Sub TOTAL LABOR HOURS                                    |                                                                  | 356         | 40        | 64               | 280                | 124              |               |                    |            |
| Sub TOTAL COSTS                                          |                                                                  |             |           |                  |                    |                  | \$ -          | \$ 1,795           | \$ 188,495 |
| <b>Project Coordination</b>                              |                                                                  |             |           |                  |                    |                  |               |                    |            |
| 5.1                                                      | Project Coordination and Planning                                | 80          | 12        | 24               | 48                 | 0                | \$ -          | \$ 500             | \$ 38,380  |
| Sub TOTAL LABOR HOURS                                    |                                                                  | 80          | 12        | 24               | 48                 | 0                |               |                    |            |
| Sub TOTAL COSTS                                          |                                                                  |             |           |                  |                    |                  | \$ -          | \$ 500             | \$ 38,380  |
| SSQP TOTAL LABOR HOURS                                   |                                                                  | 608         | 52        | 112              | 974                | 560              |               |                    |            |
| SSQP TOTAL COSTS                                         |                                                                  |             |           |                  |                    |                  | \$ 58,475     | \$ 32,725          | \$ 548,200 |
| <b>City of Sacramento Technical and Regulatory Tasks</b> |                                                                  |             |           |                  |                    |                  |               |                    |            |
| 6.1                                                      | Regulatory Expertise As Needed Regulatory,                       | 64          | 0         | 0                | 8                  | 40               | \$ -          | \$ 250             | \$ 24,650  |
| 6.2                                                      | Compliance, and Field Services                                   | 64          | 0         | 0                | 8                  | 40               | \$ 2,500      | \$ 250             | \$ 27,150  |
| Sub TOTAL LABOR HOURS                                    |                                                                  | 128         | 0         | 0                | 16                 | 80               |               |                    |            |
| Sub TOTAL COSTS                                          |                                                                  |             |           |                  |                    |                  | \$ 2,500      | \$ 500             | \$ 51,800  |
| <b>GRAND TOTAL</b>                                       |                                                                  | 736         | 52        | 112              | 990                | 640              | \$ 60,975     | \$ 33,225          | \$ 600,000 |

Notes:  
 [1] Includes 10% LWA markup for lab costs and subcontractor labor.

EXHIBIT C

PROFESSIONAL SERVICES AGREEMENT FOR DESIGN PROFESSIONALS

FACILITIES AND EQUIPMENT TO BE PROVIDED BY CITY

CITY shall *[check one]*

Not furnish any facilities or equipment for this Agreement;

or

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

## EXHIBIT D

### PROFESSIONAL SERVICES AGREEMENT FOR DESIGN PROFESSIONALS

#### GENERAL PROVISIONS

##### 1. Independent Contractor.

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

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

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

technology systems, as set forth in applicable provisions of the City of Sacramento Administrative Policy Instructions # 30. A violation by CONTRACTOR of this Section 6 shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

**7. CONTRACTOR Information.**

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

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

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

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

**10. Indemnity.**

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

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

Full compensation for all premiums that CONTRACTOR is required to pay for the insurance coverage described herein shall be included in the compensation specified for the Services provided by CONTRACTOR under this Agreement. No additional compensation will be provided for CONTRACTOR's insurance premiums. Any available insurance proceeds in excess of the specified minimum limits and coverages shall be available to the CITY.

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

A. Minimum Scope & Limits of Insurance Coverage

- (1) Commercial General Liability Insurance providing coverage at least as broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, arising out of activities performed by or on behalf of CONTRACTOR, its sub-consultants, and

subcontractors, products and completed operations of CONTRACTOR, its sub-consultants, and subcontractors, and premises owned, leased, or used by CONTRACTOR, its sub-consultants, and subcontractors, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide contractual liability and products and completed operations coverage for the term of the policy.

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

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

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

- (3) Workers' Compensation Insurance with statutory limits, and Employers' Liability Insurance with limits of not less than one million dollars (\$1,000,000). The Workers' Compensation policy shall include a waiver of subrogation in favor of the CITY. If no work or services will be performed on or at CITY facilities or CITY Property, the CITY Representative may waive this requirement by selecting the option below:

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

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

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

- (4) Professional Liability Insurance providing coverage on a claims made basis for errors, omissions, or malpractice with limits of not less than one million (\$1,000,000) dollars. Professional Liability (Errors and Omissions) insurance:

Is  Is not \_\_\_\_\_ [check one] required for this Agreement.

If required, such coverage must be continued for at least \_\_\_\_\_ year(s) following the completion of all Services and Additional Services under this Agreement. The retroactive date must be prior to the date this Agreement is approved or any Services are performed.

B. Additional Insured Coverage

- (1) Commercial General Liability Insurance: The CITY, its officials, employees, and volunteers shall be covered by policy terms or endorsement as additional insureds as respects general liability arising out of: activities performed by or on behalf of CONTRACTOR, its sub-consultants, and subcontractors; products and completed operations of CONTRACTOR, its sub-consultants, and subcontractors; and premises owned, leased, or used by CONTRACTOR, its sub-consultants, and subcontractors.
- (2) Automobile Liability Insurance: The CITY, its officials, employees, and volunteers shall be covered by policy terms or endorsement as additional insureds as respects auto liability.

C. Other Insurance Provisions

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

- (1) Except for professional liability, CONTRACTOR's insurance coverage, including excess insurance, shall be primary insurance as respects CITY, its officials, employees, and volunteers. Any insurance or self-insurance maintained by CITY, its officials, employees, or volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it.
- (2) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to CITY, its officials, employees, or volunteers.
- (3) Coverage shall state that CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (4) CITY will be provided with thirty (30) days written notice of cancellation or material change in the policy language or terms.

D. Acceptability of Insurance

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

E. Verification of Coverage

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

- (2) For all insurance policy renewals during the term of this Agreement, CONTRACTOR shall send insurance certificates reflecting the policy renewals directly to:

City of Sacramento

c/o Ebix RCS

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

PO Box 257

Portland, MI 48875-0257

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

CertsOnly-Portland@ebix.com

- (3) The CITY may withdraw its offer of contract or cancel this Agreement if the certificates of insurance and endorsements required have not been provided prior to execution of this Agreement. The CITY may withhold payments to CONTRACTOR or cancel the Agreement if the insurance is canceled or CONTRACTOR otherwise ceases to be insured as required herein.

F. Subcontractors

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

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

- A. Compliance With Regulations: CONTRACTOR shall comply with the Executive Order 11246 entitled "Equal Opportunity in Federal Employment", as amended by Executive Order 11375 and 12086, and as supplemented in Department of Labor regulations (41 CFR Chapter 60), hereinafter collectively referred to as the "Regulations".
- B. Nondiscrimination: CONTRACTOR, with regards to the work performed by it after award and prior to completion of the work pursuant to this Agreement, shall not discriminate on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation in selection and retention of subcontractors, including procurement of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in discrimination prohibited by the Regulations.
- C. Solicitations for Subcontractors, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by CONTRACTOR for work to be performed under any subcontract, including all procurement of materials or equipment, each potential subcontractor or supplier shall be notified by CONTRACTOR of CONTRACTOR's obligation under this Agreement and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation.

- D. Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or by any orders or instructions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the CITY to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the CITY, and shall set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of noncompliance by CONTRACTOR with the nondiscrimination provisions of this Agreement, the CITY shall impose such sanctions as it may determine to be appropriate including, but not limited to:
- (1) Withholding of payments to CONTRACTOR under this Agreement until CONTRACTOR complies;
  - (2) Cancellation, termination, or suspension of the Agreement, in whole or in part.
- F. Incorporation of Provisions: CONTRACTOR shall include the provisions of subsections A through E, above, in every subcontract, including procurement of materials and leases of equipment, unless exempted by the Regulations, or by any order or instructions issued pursuant thereto. CONTRACTOR shall take such action with respect to any subcontract or procurement as the CITY may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, CONTRACTOR may request CITY to enter such litigation to protect the interests of CITY.

13. **Entire Agreement.** This document, including all Exhibits, contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Agreement. No alteration to the terms of this Agreement shall be valid unless approved in writing by CONTRACTOR, and by CITY, in accordance with applicable provisions of the Sacramento City Code.
14. **Severability.** If any portion of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.
15. **Waiver.** Neither CITY acceptance of, or payment for, any Service or Additional Service performed by CONTRACTOR, nor any waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.
16. **Enforcement of Agreement.** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court or Federal District Court located in Sacramento County in the State of California, and the parties consent to

jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.

17. **Assignment Prohibited.** The expertise and experience of CONTRACTOR are material considerations for this Agreement. CITY has a strong interest in the qualifications and capability of the persons and entities that will fulfill the obligations imposed on CONTRACTOR under this Agreement. In recognition of this interest, CONTRACTOR shall not assign any right or obligation pursuant to this Agreement without the written consent of the CITY. Any attempted or purported assignment without CITY's written consent shall be void and of no effect.
18. **Binding Effect.** This Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the parties, subject to the provisions of Section 17, above.
19. **Use Tax Requirements.** During the performance of this Agreement, CONTRACTOR, for itself, its assignees and successors in interest, agrees as follows:
  - A. Use Tax Direct Payment Permit: For all leases and purchases of materials, equipment, supplies, or other tangible personal property used to perform the Agreement and shipped from outside California, the Contractor and any subcontractors leasing or purchasing such materials, equipment, supplies or other tangible personal property shall obtain a Use Tax Direct Payment Permit from the California State Board of Equalization ("SBE") in accordance with the applicable SBE criteria and requirements.
  - B. Sellers Permit: For any construction contract and any construction subcontract in the amount of \$5,000,000 or more, Contractor and the subcontractor(s) shall obtain sellers permits from the SBE and shall register the jobsite as the place of business for the purpose of allocating local sales and use tax to the City. Contractor and its subcontractors shall remit the self-accrued use tax to the SBE, and shall provide a copy of each remittance to the City.
  - C. The above provisions shall apply in all instances unless prohibited by the funding source for the Agreement.

## EXHIBIT E

### REQUIREMENTS OF THE NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

#### INTRODUCTION

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

#### APPLICATION

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

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

#### DEFINITIONS

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

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

"Contract" shall not include: a revocable at-will use or encroachment permit for the use of or encroachment on City property regardless of the ultimate duration of such permit; excavation, street construction or street use permits; agreements for the use of City right-of-way where a contracting

utility has the power of eminent domain; or agreements governing the use of City property that constitute a public forum for activities that are primarily for the purpose of espousing or advocating causes or ideas and that are generally protected by the First Amendment to the United States Constitution or that are primarily recreational in nature.

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

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

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

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

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

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

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

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

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

Attachment A



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

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

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

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

The included employee benefits are:

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

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

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

**You May . . .**

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

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

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

- Reinstatement, injunctive relief, compensatory damages and punitive damages
- Reasonable attorney's fees and costs

Attachment B



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

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

The included employee benefits are:

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

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

**You May . . .**

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

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

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

**Discrimination and Retaliation Prohibited.**

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

**You May Also . . .**

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

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

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

**1. LBE FIVE PERCENT (5%) PREFERENCE**

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

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

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

**A. LOCAL BUSINESS ENTERPRISE (LBE)**

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

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

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

\_\_\_\_\_

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

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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:

104890

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\*:

CDM Smith Inc.

1755 Creekside Oaks Drive, Suite 200

Sacramento CA 95833

Note:

The CDM Smith office has moved from 2150 River Plaza Drive as listed on business license. The new address has been recorded by the City

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



**Chris Park**  
Planner

[parkce@cdmsmith.com](mailto:parkce@cdmsmith.com)  
tel: +1 916 567-9900  
direct: +1 916 576-7497  
fax: +1 916 564-4195

1755 Creekside Oaks Drive, Suite 200  
Sacramento, California 95833  
[cdmsmith.com](http://cdmsmith.com)

 WATER + ENVIRONMENT + TRANSPORTATION + ENERGY + FACILITIES

104890

104890

**SACRAMENTO**  
*City of*

**BUSINESS OPERATIONS TAX CERTIFICATE**

|                    |                         |             |             |
|--------------------|-------------------------|-------------|-------------|
| Business Name      | CDM SMITH INC.          | FROM        | TO          |
| Business Address   | 2150 RIVER PLAZA DR 165 | Mo. Day Yr. | Mo. Day Yr. |
| Owner              | - CDM SMITH INC.        | 01/01/2014  | 12/31/2014  |
| Type of Business   | ENGINEERING CONSULTANTS |             |             |
| Tax Classification | 401                     |             |             |

**CITY OF SACRAMENTO**

Expires

TOTAL  
PAID: \$1,240.13

CDM SMITH INC.  
TAX DEPT - SO HAMPSHIRE ST  
50 HAMPSHIRE ST  
CAMBRIDGE, MA 02139-1548

**VOID 7 2014**  
IF NOT  
**VALIDATED**

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).

THIS STUB MAY BE  
FOLDED/DETACHED  
BEFORE POSTING

MUST BE POSTED IN CONSPICUOUS PLACE

104890

104890

**SACRAMENTO**

**BUSINESS OPERATIONS TAX CERTIFICATE**

|                    |                         |             |             |
|--------------------|-------------------------|-------------|-------------|
| Business Name      | CDM SMITH INC.          | FROM        | TO          |
| Business Address   | 2150 RIVER PLAZA DR 165 | Mo. Day Yr. | Mo. Day Yr. |
| Owner              | - CDM SMITH INC.        | 01/01/2015  | 12/31/2015  |
| Type of Business   | ENGINEERING CONSULTANTS |             | Expires     |
| Tax Classification | 401                     |             |             |

**CITY OF SACRAMENTO**

TOTAL PAID: \$1,250.10

CDM SMITH INC.  
TAX DEPT  
75 STATE ST 701  
BOSTON, MA 02109

**APR 09 2015**

**PAID**

VOID  
IF NOT  
VALIDATED

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THIS STUB MAY BE  
FOLDED/DETACHED  
BEFORE POSTING

**Michael Baker International**  
**previously RBF Consulting**

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

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

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- 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:

134170

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\*:

Michael Baker International  
4540 Duckhorn Drive, Suite 202  
Sacramento, CA 95834

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

**Note:**

Michael Baker International was established in 2013, however the California Corporation name change is still in process. As of May 4, 2015, the firm is still incorporated in California under the name RBF Consulting. The update to Michael Baker International is anticipated to be complete in July. The provided City of Sacramento Business Licenses are still accurate in terms of matching the name of the organization incorporated in California.

134170

<sup>City of</sup>  
**SACRAMENTO**

**BUSINESS OPERATIONS TAX CERTIFICATE**

Business Name RBF CONSULTING  
 Business Address 2101 ARENA BLVD 250  
 Owner ROBERT S KALLENBAUGH  
 Type of Business CIVIL ENGINEERING  
 Tax Classification 402A

|             |             |
|-------------|-------------|
| FROM        | TO          |
| Mo. Day Yr. | Mo. Day Yr. |
| 01/01/2014  | 12/31/2014  |

Expires

**CITY OF SACRAMENTO**

RBF CONSULTING  
 ACCOUNTING  
 14725 ALTON PKWY  
 IRVINE, CA 92618-2027

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

**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).**

134170

*City of*  
**SACRAMENTO**

**BUSINESS OPERATIONS TAX CERTIFICATE**

|                    |                      |
|--------------------|----------------------|
| Business Name      | RBF CONSULTING       |
| Business Address   | 4540 DUCKHORN DR 202 |
| Owner              | ROBERT S KALLENBAUGH |
| Type of Business   | CIVIL ENGINEERING    |
| Tax Classification | 402A                 |

|             |             |
|-------------|-------------|
| FROM        | TO          |
| Mo. Day Yr. | Mo. Day Yr. |
| 01/01/2015  | 12/31/2015  |

Expires

**CITY OF SACRAMENTO**

RBF CONSULTING  
 ACCOUNTING  
 14725 ALTON PKWY  
 IRVINE, CA 92618-2027

**JAN 1 2 2015**  
 VOID  
 IF NOT  
**PAID**  
 VALIDATED

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**LOCAL BUSINESS ENTERPRISE (LBE) PROGRAM  
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\_\_\_\_\_

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\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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



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

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

This endorsement modifies insurance provided under the following:  
COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

**NAME OF PERSON(S) OR ORGANIZATION(S):** City of Sacramento  
Attn: Dalia Fadl  
1395 - 35th Avenue  
Sacramento, CA 95822

**PROJECT/LOCATION OF COVERED OPERATIONS:**

NAME OF PERSON OR ORGANIZATION CONTINUATION: City of Sacramento, its officials, employees and volunteers

### **PROVISIONS**

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

The person or organization shown in the Schedule above is an additional insured on this Coverage Part, but only with respect to liability for bodily injury, "property damage" or "personal injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf.

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

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

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

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

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

However, if you specifically agree in a contract or agreement requiring insurance that, for the additional insured shown in the Schedule, the insurance provided to that additional insured under this

## COMMERCIAL GENERAL LIABILITY

Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with the other insurance, provided that:

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

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

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

We waive any rights of recovery we may have against the additional insured shown in the Schedule above because of payments we make for “bodily injury”, “property damage” or “personal

injury” arising out of “your work” on or for the project, or at the location, shown in the Schedule above, performed by you, or on your behalf, under a “contract or agreement requiring insurance” with that additional insured. We waive these rights only where you have agreed to do so as part of the “contract or agreement requiring insurance” with that additional insured entered into by you before, and in effect when, the “bodily injury” or “property damage” occurs, or the “personal injury” offense is committed.

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

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

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

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

## DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- GARAGE COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM
- TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

|                                                |                                                                                                      |
|------------------------------------------------|------------------------------------------------------------------------------------------------------|
| Endorsement effective<br>04/01/2015            |                                                                                                      |
| Named Insured<br>Larry Walker Associates, Inc. | Countersigned by  |

(Authorized Representative)

### SCHEDULE

**Name of Person(s) or Organization(s):**

NAME OF PERSON OR ORGANIZATION CONTINUATION: City of Sacramento, its officials, employees and volunteers

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

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **Section II** of the Coverage Form.

Insured: Larry Walker Associates, Inc.

Policy Number: WZP81024754

Effective Date: 04/01/2015

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

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

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

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

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

**SCHEDULE**

**Person or Organization**

**Job Description**

City of Sacramento  
Attn: Dalia Fadl  
1395 - 35th Avenue  
Sacramento, CA 95822

SCHEDULE CONTINUATION: City of Sacramento, its officials, employees and volunteers

Countersigned by   
Authorized Representative

# 2015 Withholding Exemption Certificate

590

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

**Withholding Agent** (Type or print)

Name

**Payee**

Name

Larry Walker Associates, Inc.

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

9 4 - 2 6 1 0 6 6 8

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

707 4th Street, Suite 200

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

Davis

State ZIP Code

CA 95616

**Exemption Reason**

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

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

**Individuals — Certification of Residency:**

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

**Corporations:**

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

**Partnerships or Limited Liability Companies (LLCs):**

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

**Tax-Exempt Entities:**

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

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

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

**California Trusts:**

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

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

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

**Nonmilitary Spouse of a Military Servicemember:**

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

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

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

Payee's name and title (type or print) Michelle Benson

Telephone (530) 753-6400

Payee's signature ► *Michelle Benson*

Date 7/24/2015

# Request for Taxpayer Identification Number and Certification

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

|                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                         |
|-------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|
| <b>Print or type<br/>See Specific<br/>Instructions on page 2.</b> | <b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.<br>Larry Walker Associates, Inc.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                         |
|                                                                   | <b>2</b> Business name/disregarded entity name, if different from above                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                         |
|                                                                   | <b>3</b> Check appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes:<br><input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate<br><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____<br><b>Note.</b> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.<br><input type="checkbox"/> Other (see instructions) ▶ _____ |                                         |
|                                                                   | <b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):<br>Exempt payee code (if any) _____<br>Exemption from FATCA reporting code (if any) _____<br><i>(Applies to accounts maintained outside the U.S.)</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                         |
|                                                                   | <b>5</b> Address (number, street, and apt. or suite no.)<br>707 Fourth Street, Suite 200                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Requester's name and address (optional) |
|                                                                   | <b>6</b> City, state, and ZIP code<br>Davis, CA 95616                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                         |
|                                                                   | <b>7</b> List account number(s) here (optional)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                         |

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

|                                       |   |   |   |   |   |   |   |   |   |
|---------------------------------------|---|---|---|---|---|---|---|---|---|
| <b>Social security number</b>         |   |   |   |   |   |   |   |   |   |
|                                       |   |   |   |   |   |   |   |   |   |
| <b>or</b>                             |   |   |   |   |   |   |   |   |   |
| <b>Employer identification number</b> |   |   |   |   |   |   |   |   |   |
| 9                                     | 4 | - | 2 | 6 | 1 | 0 | 6 | 6 | 8 |

## Part II Certification

Under penalties of perjury, I certify that:

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

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

|                  |                                                   |                                                                                                                                                                        |                                       |
|------------------|---------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|
| <b>Sign Here</b> | Signature of U.S. person ▶ <b>Michelle Benson</b> | Digitally signed by Michelle Benson<br>DN: cn=Michelle Benson, o=Larry Walker Associates, Inc., ou, email=michelleb@lwa.com, c=US<br>Date: 2015.02.09 16:37:54 -08'00' | <b>Date</b> ▶ <b>February 9, 2015</b> |
|------------------|---------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|

## General Instructions

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

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

### Purpose of Form

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

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

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

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

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.