

Meeting Date: 11/24/2015

Report Type: Consent

Report ID: 2015-01000

Title: Agreement: Landfill General Engineering Technical Support Services

Location: Citywide

Recommendation: Pass a Motion authorizing the City Manager or the City Manager's designee to execute a Professional Services Agreement for engineering technical support services for City landfills with SCS Engineers in an amount not to exceed \$579,700 for a three year period provided there is funding available in the approved budget for the applicable fiscal year.

Contact: David Levine, Support Services Manager, (916) 808-7943; Terrance Davis, Integrated Waste General Manager, (916) 808-4949, Department of Public Works

Presenter: None

Department: Public Works Department

Division: RSW Admin Services

Dept ID: 15005711

Attachments:

1-Description/Analysis

2-Agreement

City Attorney Review

Approved as to Form
Audreyell A. Anderson
11/17/2015 4:04:51 PM

Approvals/Acknowledgements

Department Director or Designee: Jerry Way - 10/30/2015 7:05:35 AM

Description/Analysis

Issue Detail: Under state and federal law, the City of Sacramento (City) is required to provide monitoring and reporting, and operations and maintenance (O&M) for its three closed landfills (28th Street, Dellar, and Old Elvas). While City staff performs the majority of this work, professional engineering support services are needed by the City on an annual basis to complete the following tasks:

- Flare testing, surface emissions testing, and greenhouse gas reporting at the 28th Street Landfill
- On-call engineering and O&M services at all three landfill sites
- Select regulatory and engineering support and reporting at all three landfill sites
- Landfill gas collection and monitoring system compliance and upgrades

Additionally, the City requires expert support to meet increased regulatory requirements, including:

- Implementation of the Central Valley Regional Water Quality Control Board's (CVRWB) Waste Discharge Requirements (WDR) for the Dellar Landfill
- Completion of methane gas remediation efforts at the 28th Street Landfill
- Provision of support services to comply with the groundwater CVRWB's Cleanup and Abatement Order (CAO) at the 28th Street Landfill

SCS Engineers has been selected through a Request for Proposals (RFP) process to provide landfill general engineering technical support services for the City's three closed landfills.

Policy Considerations: The recommendations in this report are in accordance with City Code Chapter 3.64 for the procurement of professional services.

Economic Impacts: None

Environmental Considerations:

California Environmental Quality Act (CEQA): This activity is not subject to the California Environmental Quality Act (CEQA) because it does not constitute a "project" as defined in section 15378 of the CEQA Guidelines.

Sustainability: Approval of this professional services agreement with SCS Engineers will support the reduction of greenhouse gas production by methane gas generated at City landfills and will help protect groundwater near City landfills.

Commission/Committee Action: None

Rationale for Recommendation: Award of this agreement for landfill engineering services will assist the City with meeting increased air quality, groundwater, and landfill gas regulatory compliance standards at its three closed landfills.

On October 2, 2015, the Recycling and Solid Waste Division (Division), in accordance with City Code Chapter 3.64, issued RFP No. P16155771001 for City landfill engineering services. Two consulting firms, Geosyntec Consultants and SCS Engineers attempted to submit proposals electronically to PlanetBids, but were unable to meet the October 19, 2015 deadline set forth in the RFP. The late

proposals were rejected in accordance with Administrative Policy 4102 (AP-4102) section 6.1(b), leaving the RFP with no responsive proposals.

With impending regulatory deadlines in December 2015 and January 2016 for the Dellar WDRs and the 28th Street Landfill CAO, and the limited funds remaining on the current contract to provide the ordered services (the Emergency Conditions), City staff determined that beginning a new RFP process that may not result in any additional interested consultants and could leave a gap in critical consulting services was not in the best interests of the City.

AP-4102 sections 2.1(a)(1) and (3)(ii) permit the Division to employ a different procurement process when emergency conditions render competitive selection impractical. Consequently, in light of the Emergency Conditions, the Division received approval from the City's Procurement Division, Attorney's Office, and Public Works Director to use the informal, alternative proposal method to procure the landfill engineering services described below pursuant to AP-4102 section 2.1(c).

On October 21, 2015, City staff contacted representatives from Geosyntec Consultants and SCS Engineers (the firms) requesting email submittals of their original proposals for RFP No. P16155771001. Both firms electronically submitted their proposals by City staff's deadline and were evaluated and scored to determine the most responsive proposal using the criteria in RFP P16155771001. SCS Engineers was determined to be the most experienced and responsive proposer.

Financial Considerations: Sufficient funding exists in the FY2015/16 Department of Public Works, Recycling and Solid Waste Division operating budget (Solid Waste Fund, Fund 6007) for services through June 30, 2016. Contract services after June 30, 2016 are subject to funding availability in the budgets adopted for FY2016/17 and FY2017/18.

Local Business Enterprise (LBE): SCS Engineers is not an LBE. The minimum LBE participation requirement was waived by the Director of Public Works on October 2, 2015 as staff determined the waiver is in the City's best interest as a result of a broad search conducted by staff within the local area revealed that the vendors with the necessary, extensive experience with the City's landfills, are located one-mile outside the City's LBE boundary. Due to the complexity of the engineering work, necessary knowledge of stringent California law and regulations for landfills, and the tight regulatory deadlines needed to complete landfill projects, it is in the City's best interest to ensure applicants are not limited by office location.

PROJECT #: P16155771001
PROJECT NAME: City Landfill Engineering Services
DEPARTMENT: Public Works
DIVISION: Recycling and Solid Waste

CITY OF SACRAMENTO

PROFESSIONAL SERVICES AGREEMENT *

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

SCS Engineers
3117 Fite Circle, Suite 108, Sacramento, CA 95827
Phone: (916) 361-1297 / Fax: (916) 361-1299

(“CONTRACTOR”), who agree as follows:

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

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

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

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

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

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

Executed as of the day and year first above stated.

CITY OF SACRAMENTO
 A Municipal Corporation

By: _____

Print name: _____

Title: _____

For: John F. Shirey, City Manager

APPROVED AS TO FORM:

 City Attorney

ATTEST:

 City Clerk

Attachments

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

CONTRACTOR:

SCS Engineers
NAME OF FIRM

54-0913440
Federal I.D. No.

749678
State I.D. No.

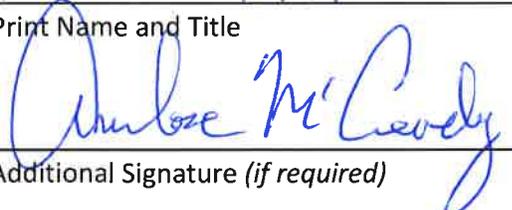
100683
City of Sacramento Business Op. Tax Cert. No.

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

Patrick S. Sullivan / Senior VP
Print Name and Title


Additional Signature (*if required*)

Ambrose A. McCready, Vice President
Print Name and Title

DECLARATION OF COMPLIANCE
Equal Benefits Ordinance

Name of Contractor: _____ SCS Engineers _____

Address: _____ 3117 Fite Circle, Suite 108, Sacramento, CA 95827 _____

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.

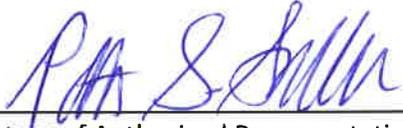
4. Contractor understands that Contractor will not be considered to be discriminating in the provision or application of employee benefits under the following conditions or circumstances:
 - a. If the actual cost of providing a benefit to a domestic partner or spouse exceeds the cost of providing the 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

10-29-15

Date

Patrick S. Sullivan

Print Name

Senior VP

Title

EXHIBIT A

PROFESSIONAL SERVICES AGREEMENT

SCOPE OF SERVICES

1. Representatives.

The CITY Representative for this Agreement is:

Chris Thoma / Program Analyst
2812 Meadowview Road, Building 1, Sacramento, CA 95832
Phone: (916) 808-4833 / Fax: (916) 808-4999
Email: cthoma@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:

Patrick S. Sullivan, Senior Vice President
3117 Fite Circle, Suite 108
Sacramento, CA 95827
(916) 361-1297
FAX (916) 361-1299
CELL (916) 804-8075
psullivan@scsengineers.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 - Scope of Work, which is incorporated herein by reference.

5. Time of Performance.

The services described herein shall be provided starting on the date identified on the first page of this Agreement for up to three years.

Attachment 1 to Exhibit A

Scope of Work

This Attachment 1 to Exhibit A (“Attachment”) supplements and incorporates by this reference the Professional Services Agreement between SCS Engineers (“CONTRACTOR”) and the City of Sacramento (“CITY”), (the “parties”), for CITY Landfill Engineering Services (the “Project”), (the “Agreement”). The Attachment provides the Scope of Work or Scope of Services for the Agreement. In the event of a conflict between this Attachment and the Agreement, the terms of the Attachment shall prevail.

CONTRACTOR shall provide the following services:

CONTRACTOR shall provide CITY with electronic copies of all work products and data files in a useable format (i.e. Microsoft Office documents) and/or Adobe Acrobat PDF.

CONTRACTOR shall not make, disclose, publish or release any information obtained or produced by it as a result of, or in connection with, the performance of services under this Scope of Work to any third party without prior written authorization from CITY.

(1) General Landfill Engineering Support

Task 1.1: On-Call Engineering and O&M Services for City Landfill Sites

Throughout the Agreement’s term, CONTRACTOR may be called upon to provide various on-call engineering and/or operations and maintenance (O&M) services for CITY’s landfill sites:

City Landfill Sites	Address
28 th Street Landfill	20 28th Street, Sacramento, CA 95816
Dellar Landfill	28th And A Streets (<i>adjacent to 28th Street Landfill</i>)
Old Elvas Landfill	6051 M Street, Sacramento, CA 95819

Each of these services are to be separately tracked. These services could include the following:

- a. Preparation of technical reports and negotiation of new or revised Waste Discharge Requirements (“WDRs”).
- b. Evaluation of LFG monitoring data and recommendations for strategies for controlling landfill gas (“LFG”) migration and addressing exceedances.
- c. Provision of assistance to CITY with the development of Greenhouse gas (“GHG”) emission inventories for the landfills under AB 32 and the California Climate Action Registry (“CCAR”).

- d. Provision of assistance to CITY with evaluating applicability and compliance with early action requirements under AB 32.
- e. Analysis of groundwater contaminant issues and mapping of groundwater plumes as required in WDRs.
- f. Provision of on-call O&M, monitoring, and/or repair services for the landfill or LFG systems on an as-needed basis.
- g. Provision of miscellaneous engineering or hydrogeological support services.
- h. Provision of miscellaneous air and LFG permitting and compliance services.

Task 1.2: Assist with CVRWQCB Compliance for City Landfill Sites

CONTRACTOR will provide support services to ensure CITY’s compliance with Central Valley Regional Water Quality Control Board’s (“CVRWQCB”) requirements as needed and requested by CITY including, but without limitation:

- Review of CVRWQCB correspondence and recommendation of draft responses;
- Evaluate existing data to determine compliance with CVRWQCB WDRs or other compliance orders;
- Assist with negotiations between CITY and CVRWQCB for new or revised WDRs or other compliance orders;
- Provide third party review of compliance documents prepared by CITY or others;
- Prepare non-routine documents to be submitted to CVRWQCB for special studies, evaluations, work plans, or installation reports;
- Prepare draft requests for proposals for groundwater/subsurface investigation contractors such as drillers or geophysicists;
- Provide oversight for investigation activities;
- Recommend to CITY any changes in existing monitoring programs to make them more cost-effective and compliant with regulations and orders; and
- Review applicable local, state, and federal regulations to determine CITY’s compliance status.

(2) 28th Street Landfill

Task 2.1: Surface Emissions Monitoring

CONTRACTOR will conduct annual surface emissions monitoring (“SEM”) at the 28th Street Landfill for the purposes of AB 32 and compliance with the state GHG program for landfill, including early action requirements. This monitoring is to be in accordance with rules and regulations as stated in Rule 207 Title V Federal Operating

Permit Program¹, the 28th Street Landfill Title V Permit, and the New Source Performance Standards (NSPS) requirements per Code of Federal Regulations Title 40 CFR Part 60, Subpart WWW².

CONTRACTOR will also provide additional AB32 monitoring services as needed and requested by CITY.

Task 2.2: Greenhouse Gas Reporting

CONTRACTOR will provide Greenhouse Gas and EPA reporting for 28th Street Landfill. These services will include:

- a. AB 32 Landfill Methane Rule Annual Report³.
- b. Environmental Protection Agency (“EPA”) GHG Annual Reporting and Monitoring Plan Update

Task 2.3: Flare Source Testing at the 28th Street Landfill

CONTRACTOR will conduct annual source testing of one or both flares at the 28th Street Landfill. This testing must be conducted in accordance with the site’s Title V⁴ permit and applicable rules and regulations. This task will include, but not be limited to, the following:

- a. Obtain competitive qualifications and pricing from source testing contractors, if requested by CITY.
- b. Select appropriate TESTING SUBCONTRACTOR, with CITY approval, to perform the flare test.
- c. Prepare and submit source test protocol. Ensure protocol is approved by the Sacramento Metropolitan Air Quality Management District (“SMAQMD”).
- d. Complete proper notifications to the SMAQMD.
- e. Arrange for and schedule source testing CITY and TESTING SUBCONTRACTOR. Ensure all necessary equipment is available on-site.
- f. Complete pre-testing analysis of flares prior to actual testing, if deemed necessary by CITY.
- g. Complete full source testing of each flare.
- h. Provide engineering oversight of source test contractor.
- i. Prepare and submit source test report to CITY and SMAQMD.
- j. Provide any follow-up compliance services related to the source test results.

Task 2.4: Engineering Support for Methane Gas Compliance at the 28th Street Landfill

CONTRACTOR will provide ongoing regulatory and engineering support for the 28th Street Landfill. These services will include, but are not limited to:

- a. Provide assistance with Title V permit submittal, due March 27, 2016.

¹ See <http://www.arb.ca.gov/drdb/sac/curhtml/r207.pdf> for the related rules and regulations.

² Available online here: <http://www.ecfr.gov/cgi-bin/text-idx?SID=363055e9680e0f693ca634f71f9692f4&mc=true&node=pt40.7.60&rgn=div5#sp40.7.60.www>

³ See California Code of Regulations § 95470 online here: <https://govt.westlaw.com/calregs/Document/I0542BCE08B1811DF8121F57FB716B6E8s>

⁴ Title V Permit TV2011-08-01, issued by the SMAQMD.

- b. Perform engineering and Certified Quality Auditor (“CQA”) for compliance probe remediation.
- c. Perform CQA services during new flare installation project.
- d. Construct extraction wells and modifications to the gas control and collection system (“GCCS”).
- e. Construct compliance probes as directed by CITY.

Task 2.5: Provide Services for Cover and Drainage Improvements for 28th Street Landfill

Provide design services as needed and requested by CITY for any needed improvements to the cover drainage, and other containment features at the 28th Street Landfill. This has typically included construction improvements to correct landfill settlement. Improvement work will be done by CITY.

Task 2.6: Engineering Support for Compliance with CVRWQCB Cleanup and Abatement Order for 28th Street Landfill

CONTRACTOR will provide support services to assist CITY in its compliance with the groundwater Cleanup and Abatement Order R5-2015-0739 from the CVRWQCB. Below is a summary of the due dates:

Cleanup and Abatement Order		Due Date
2.6.2	Prepare <i>Updated Evaluation Monitoring Report of Results</i> .	March 30, 2016
2.6.3	Prepare <i>Updated Engineering Feasibility Study</i> .	March 30, 2016
2.6.4	Prepare <i>Additional Corrective Action Implementation Report</i> .	October 31, 2016
2.6.5	Prepare <i>Corrective Action Progress Reports</i> .	Semi-Annually beginning January 31, 2017.

(3) Dellar Landfill

Task 3.1: Regulatory and Engineering Support for Compliance with Dellar WDR

CONTRACTOR will provide regulatory and engineering support for the Dellar Landfill. These services will include implementation of the requirements of the Dellar Landfill WDR, R5-2015-0051. The WDR will require completion of various tasks relating to groundwater, landfill gas, and technical reports. These are described in Provision J of the WDR for the Dellar Landfill, which includes, but is not limited to, the following:

Groundwater Monitoring - WDR, J. Provisions #6		Due Date
c.	A well installation report for the monitoring well installed per the Point of Compliance monitoring well work plan.	December 15, 2015
d.	A Water Quality Protection Standard Report, including updated monitoring data analysis methods per Monitoring and Reporting	January 31, 2017

Groundwater Monitoring - WDR, J. Provisions #6		Due Date
	Program ("MRP") Section G of the Dellar Landfill WDR and the SPPRs. ⁵ Error! Bookmark not defined.	

Landfill Gas (LFG) - WDR, J. Provisions #7		Due Date
b.	Status report(s) on implementation of the Work Plan to Install Groundwater Monitoring Well MW-21 on Dellar Landfill and any subsequent corrective action measures per Corrective Action Specification 6. ⁵	Quarterly, beginning August 15, 2015
d.	Gas probe sampling results.	2x/year, per MRP
e.	A report of the results of the LFG investigation, including the need for LFG controls and soil gas corrective action monitoring wells to define the extent of LFG impacts.	December 15, 2016
f.	A corrective action work plan to address LFG issues at the site, as necessary, per Corrective Action Specification 6 (i.e., installation of LFG controls, associated monitoring systems, and soil gas corrective action monitoring wells).	May 15, 2017
g.	A certification report documenting implementation of the above corrective action work plan to address LFG issues, as approved.	May 15, 2018
h.	An amendment to the revised FC/PCMP ⁶ submitted under Provision J. 8.a reflecting the implementation of any necessary LFG controls and monitoring systems installed under J.7.f above, including monitoring schedules consistent with the MRP of the WDR.	September 15, 2018

Technical Reports - WDR, J. Provisions #8		Due Date
a.	Revised FC/PCMP addressing Elderberry Bush areas per Closure and Postclosure Maintenance Specification E.1.	January 15, 2016
b.	Closure Status Report for Elderberry Bush areas (e.g., delisting; permitting/approvals; Quarterly beginning project schedule; site preparation and construction progress).	Quarterly beginning February 15, 2016
c.	Closure construction plans per Construction Specification F.12.	Within 30 days of VELB ⁷ delisting
d.	Report showing initiation of project construction.	Within 90 days of

⁵ SPRRs = Standard Provisions and Reporting Requirements, found online here:

http://www.waterboards.ca.gov/centralvalley/board_decisions/adopted_orders/std_provisions/title27_nov2013.pdf

⁶ FC/PCMP = Final Closure and PostClosure Maintenance Plan for Dellar Landfill.

⁷ VELB = Valley Elderberry Longhorn Beetle, a federally protected species.

Technical Reports - WDR, J. Provisions #8		Due Date
		approval of construction plans
e.	Report showing completion of project construction.	Within 120 days of initiation of project construction
f.	Closure Certification Report addendum documenting closure of Elderberry Bush areas.	Within 60 days of completion of project construction

EXHIBIT B

PROFESSIONAL SERVICES AGREEMENT

FEE SCHEDULE/MANNER OF PAYMENT

1. **CONTRACTOR's Compensation.** The total of all fees paid to the CONTRACTOR for the performance of all services set forth in Exhibit A, including normal revisions (hereafter the "Services"), and for all authorized Reimbursable Expenses, shall not exceed the total sum of \$ 579,700.00.

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, which is fee schedule received from SCS Engineers in response to RFP No. P16155771001, which is incorporated herein by reference.

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, Recycling and Solid Waste Division
2812 Meadowview Road, Building 1, Sacramento, CA 95832*

Attn: Accounts Payable

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

Attachment 1 to Exhibit B

Fee Schedule

This Attachment 1 to Exhibit B (“Attachment”) supplements and incorporates by this reference the Professional Services Agreement between SCS Engineers (“CONTRACTOR”) and the City of Sacramento (“CITY”), (the “parties”), for CITY Landfill Engineering Services (the “Project”), (the “Agreement”). The Attachment provides the Fee Schedule for the Agreement, as described in Attachment 7 – SCS ENGINEERS Fee Schedule, as received from SCS Engineers in response to RFP No. P16155771001, which is incorporated herein by reference. In the event of a conflict between this Attachment and the Agreement, the terms of the Attachment shall prevail.

Attachment 7 – SCS ENGINEERS Fee Schedule

SCS Engineers (SCS) submits this form in response to the City of Sacramento Request for Proposals (RFP) No. P16155771001 - City Landfill Engineering Services, dated October 2, 2015 and subsequent Addenda Nos. 1-3. For each item below, we have entered a dollar amount for a three year period for each task in the grey box.

For the comments section, we have provided an overview of expected plan and approach to complete each task, as well as examples of related experience.

Total Estimate for Three Years:	\$579,700
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(1) General Landfill Engineering Support

Task 1.1	On-Call Engineering and O&M Services for City Landfill Sites	\$110,500
<i>COMMENTS.</i>		
Task Description		
<p>Throughout the contract term, the SCS will provide various on-call engineering and/or operations and maintenance (O&M) services for the City’s landfill sites. These services could include the following:</p> <ul style="list-style-type: none"> a. Prepare technical reports and negotiate new or revised Waste Discharge Requirements (WDRs). SCS previously assisted the City in negotiating WDRs for the Dellar Landfill. We are currently assisting the City to comply with the Cleanup and Abatement Order (CAO) for the 28th Street Landfill, and will continue to do so under this engagement. b. Evaluate LFG monitoring data and recommend strategies for controlling landfill gas (LFG) migration and addressing exceedances. This would be a continuation of our current work on behalf of the City. c. Assist the City in development of greenhouse gas (GHG) emission inventories for the landfills under AB 32 and the California Climate Action Registry (CCAR). d. Assistance the City in evaluating applicability and complying with early action requirements under AB 32. e. Analysis of groundwater contaminant issues and mapping of groundwater plumes as required in WDRs and the recently-issued CAO for 28th Street Landfill. f. Provide on-call operation and maintenance (O&M), monitoring, and/or repair services for the landfill or LFG systems on an as-needed basis. Refer to detailed Task 1.1.f description below. g. Provide miscellaneous engineering or hydrogeologic support services. 		

- h. Provide miscellaneous air and LFG permitting and compliance services. In the past, this has involved preparation of permit applications for LFG system upgrades, liaison with the Sacramento Metropolitan Air Quality Management District (AQMD), and consultation regarding AB 32 Landfill Methane Rule requirements.

Task 1.1.f: On-Call Operation, Monitoring and Repair Services

Our Scope of Services for this task provides the City with on-call O&M of LFG collection/flare system, liquid pump systems, monitoring, testing and repair support services at the subject site. This work may include, but is not limited to the following:

- Emergency call-out assistance by City personnel.
- Operations, monitoring, testing and repair of LFG flare station components.
- Operations, monitoring, testing and repair of LFG collection system components.
- Monitoring, and testing of perimeter probes and interiors of on-site structures.
- Repairs, replacing and raising of existing LFG extraction wells.
- Repairing or replacing of non-functional landfill gas, condensate sump/pump components, laterals, and pipelines.
- Repair of air or liquid transmission pipelines.
- Excavation repair work.
- HDPE pipe welding, liner and boot repair.

Basis for Estimate

Per the addendum to the City's RFP, we have budgeted 250 staff hours per year for this task. We have assumed a reasonable balance of hours between senior personnel, project management, staff professionals and field technicians. Our estimate assumes field labor will be non-union, non-prevailing wage. Our estimate also excludes materials and equipment. Services will only be performed subsequent to request, direction and authorization from City personnel. SCS will provide at the request of the City, individual proposals and associated cost estimates as they occur and/or are needed. Work will be on a fixed fee, or time-and-materials basis at the City's preference.

A copy of SCS's Proposed Fee Schedule is provided as **Attachment A**. It is understood that prevailing wage rates may be required for construction improvements valued over \$20,000.

Related Experience

Examples of SCS Engineers' related experience for on-call engineering, permitting and O&M services are as follows:

- City of Sacramento 28th Street, Dellar and Elvas Landfills
- City of Berkeley Landfill
- City of Burlingame Landfill
- Sonoma Central Landfill
- Lake County Eastlake Landfill
- Fresno County American Avenue Landfill
- City of Modesto Carpenter Road Landfill

Further details on these and other SCS projects are provided in the companion "Attachment 8" Qualifications Statement.

Task 1.2 Assist with RWQCB Compliance for City Landfill Sites	\$129,600
<p><i>COMMENTS.</i></p>	
<p>Task Description</p>	
<p>SCS will provide support services for compliance with Central Valley Regional Water Quality Control Board (RWQCB) requirements as needed and requested by the City. Based on our experience working with the City on compliance issues at the 28th Street Landfill and adjacent Dellar Landfill, we expect the services will include the following:</p>	
<ul style="list-style-type: none"> • Review Central Valley RWQCB correspondence and recommend/draft responses. This would be similar to work we recently performed in response to the Cleanup and Abatement Order for the 28th Avenue site (R5-2015-0739, September 2015). We would review agency correspondence with the City (via meetings or conference calls); assist in developing strategies for response and compliance; and draft formal responses for City signature. • Evaluate existing data to determine compliance with WDRs or compliance orders. This would be an extension of our current assignment to submit an Updated Evaluation Monitoring Work Plan in response to the CAO (due October 31, 2015). The groundwater monitoring database for the 28th Avenue Landfill extends back to the 1980s. The existing data is in various formats and the data management system(s), while appropriate for the time is no longer serviced by the vendor. As part of our proposal, SCS can provide the City access and utilization of our new SCSeTools® Environmental Data Management. This is a new and powerful tool for secure storage, collection, expandability and evaluation of environmental data to assist in the management of environmental control systems. Details are provided in our companion Attachment 8 Qualifications submittal. Use of such a system as SCSeTools® would enhance the City’s ability to interpret hydrogeologic and water quality trends, and remain in compliance with RWQCB requirements. • Assist with negotiations between the City and RWQCB during drafting of new or revised WDRs or other compliance orders. For the near term, this would entail support with compliance of the terms in the CAO for the 28th Street Landfill, issued September 2015. • Provide third-party review of compliance documents prepared by the City or others. This could include review of Semi-Annual Self-Monitoring Reports, or other technical reports, which must be prepared or reviewed by a licensed professional. Although not requested in the City’s RFP, SCS can prepare Semi-Annual Monitoring Reports if requested. • Prepare non-routine documents to be submitted to the RWQCB for special studies, evaluations, work plans or installation reports. • Prepare draft request for proposals for groundwater/subsurface investigation contractors such as drillers or geophysicists. This would be in support of the CAO requirement for submittal of an <i>Updated Evaluation Monitoring Report</i> at the 28th Street Site, which could require installation of off-site monitoring points to determine the extent of contaminant releases. 	

- Provide oversight of investigation activities, including subsurface vapor investigations, groundwater monitoring wells, etc.
- Recommend changes in existing monitoring programs to make them more cost-effective and compliant with regulations and orders.

Basis for Estimate

Per the addendum to the City’s RFP, we have budgeted 250 staff hours per year for this task. Based on the scope of work, we envision that approximately 30 to 40 percent of the hours should be allocated to experienced senior personnel (Project Director or Senior Technical Advisor). Services will only be performed subsequent to request, direction and authorization from City personnel. SCS will provide at the request of the City, individual proposals and associated cost estimates as they occur and/or are needed. A copy of SCS’s Proposed Fee Schedule is provided as **Attachment A**.

Related Experience

Examples of SCS Engineers’ experience where we have provided support with water quality compliance and agency directives at closed landfills include:

- City of Sacramento 28th Street and Dellar Landfills
- City of Berkeley Landfill
- City of Modesto Carpenter Road Landfill
- Geer Road Landfill, Stanislaus County
- Elk Grove Landfill, Sacramento County
- L&D Landfill, Sacramento

Further details on these and other SCS projects are provided in the companion Attachment 8 Qualifications Statement.

(2) 28th Street Landfill

Task 2.1	Surface Emissions Monitoring	\$39,000
<p><i>COMMENTS.</i></p> <p>Task Description</p> <p>SCS will conduct quarterly/annual surface emissions monitoring (SEM) in accordance with the Title V permit and the New Source Performance Standards (NSPS) requirements under 40 CFR Part 60, Subpart WWW at the 28th Street Landfill and the AB 32 Landfill Methane Rule (LMR). This will include successive quarterly rounds of SEM events and preparation of an SEM report for submittal to the City. We have also included budget for additional monitoring at 28th Street to document surface emissions for the purposes of AB 32 and compliance with the GHG program for landfill, including early action requirements. With the recent issuance of a Compliance Order (CO) for LFG flare shutdowns by the SMAQMD, SCS has included budget for three additional quarters of SEM sampling on a 100 foot grid as required by the CO (total 4 monitoring events/year).</p>		

Basis for Estimate

We have budgeted for the following number of SEM events during the contract term:

- First year December 1, 2015 through June 2016 (7 months) = 2 quarters, and 2 SEM events
- Second year July 1, 2016 through June 30, 2017 (12 months) = 4 quarters, and 4 SEM events
- Third year July 1, 2017 through November 30, 2018 (17 months) = 6 quarters, and 6 SEM events

If exceedences of regulatory thresholds are detected during routine events, follow-up monitoring may be required. Our fee estimate excludes this cost. Additional monitoring events, if requested, would be on a time-and-materials basis. A copy of SCS’s Fee Schedule is provided as **Attachment A**.

Related Experience

Examples of other clients and sites where SCS performs landfill surface emissions monitoring are:

- City of Sacramento 28th Street Landfill
- City of Berkeley Landfill
- City of Burlingame Landfill
- Sonoma Central Landfill
- Sacramento County Kiefer Road Landfill
- Republic Services Forward Landfill, Stockton.

Further details on these and other SCS projects are provided in the companion Attachment 8 Qualifications Statement.

Task 2.2	Greenhouse Gas Reporting	\$27,000
<i>COMMENTS.</i>		
Task Description		
<p>SCS will prepare GHG and federally-required air quality reports for the 28th Street Landfill. This will include:</p> <ol style="list-style-type: none"> a. Preparation and submittal of the AB 32 LMR annual report. This report will summarize results of the four quarterly SEM events from the previous calendar year. The report is due to the SMAQMD and California Air Resources Board by March 31 of each calendar year. b. U.S. EPA GHG Annual Reporting and Monitoring Plan Update. <p>Draft versions will be prepared for City review and will include all relevant monitoring and regulatory-prescribed information. Final versions will be prepared to reflect City comments and for submittal to the agencies.</p>		
Related Experience		
<p>Examples of other clients and sites where SCS performs landfill GHG reporting services are:</p> <ul style="list-style-type: none"> • City of Sacramento 28th Street Landfill • City of Berkeley Landfill • City of Burlingame Landfill • Sonoma Central Landfill 		

- L&D Landfill, Sacramento
- Sacramento County Kiefer Road Landfill
- Republic Services Forward Landfill, Stockton.

Further details on these and other SCS projects are provided in the companion Attachment 8 Qualifications Statement.

Task 2.3 Flare Source Testing at the 28th Street Landfill

\$75,000

COMMENTS.

Task Description

SCS will conduct annual source testing of one or both flares at the 28th Street Landfill. This testing must be conducted in accordance with the site’s Title V permit and applicable rules and regulations, including the Permit to Operate issued for the new flare (designed by SCS and currently being installed). Services will include, but not be limited to, the following:

- Obtain competitive qualifications and pricing from source testing contractors, if requested. SCS has previously engaged qualified subcontractors for this work on behalf of the City.
- Prepare and submit source test protocol. Ensure protocol is approved by the SMAQMD.
- Complete proper notifications to the SMAQMD.
- Arrange for and schedule source testing with City and contractor. Ensure all necessary equipment is available on-site. An SCS Field Services technician will be on-site to make the LFG system operation is adjusted and optimized for test purposes.
- Complete pre-testing analysis of flares prior to actual testing, if necessary.
- Complete full source testing of each flare.
- Provide engineering oversight of source test contractor.
- Prepare and submit source test report to City and SMAQMD.
- Provide any follow-up compliance services related to the source test results.

Basis for Estimate

A source test for each of two flares (primary and back-up, respectively) is typically performed in December of each calendar year. A new flare is now being installed, and the construction contractor will conduct an initial source test under the Contractor’s previously authorized budget. A separate source test for the new flare will not be needed in December of 2015 (start of the first contract year). Therefore we have budget for five source tests during the 3-year contract period.

Related Experience

Examples of sites where SCS performs landfill flare source test services are:

- City of Sacramento 28th Street Landfill
- City of Berkeley Landfill

- City of Burlingame Landfill
- Sacramento County Kiefer Road Landfill
- Altamont Landfill, Alameda County
- Tri-Cities Landfill, Alameda County
- Neal Road Landfill, Butte County

Task 2.4	Engineering Support for Methane Gas Compliance at the 28th Street Landfill	\$65,100
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COMMENTS.

Task Description

SCS will provide ongoing regulatory and engineering support for the 28th Street Landfill. We are currently serving as the City’s consultant in this capacity. Per the City’s RFP, work is expected to include:

- Assist with the Title V air quality permit submittal, due March 27, 2016. We have budgeted 40 staff hours for this effort.
- Perform engineering and Construction Quality Assurance (CQA) services in support of remedial measures necessary for compliance with California Code of Regulations (CCR) Title 27 requirements for subsurface combustible gas migration control. Based on recent experience this may include evaluation of monitoring and gas collection and control system (GCCS) operating data; liaison with the regulatory agencies; evaluation of GCCS performance and recommendations for improvements to enhance gas capture; design, installation and permitting of gas extraction wells, and other related services.
- Perform CQA services during new flare installation project. Note: SCS is currently performing these services as part of our existing agreement. We have budgeted to cover costs for the initial month of the new contract only (December 2015).
- Design, permit and construct extraction wells and modifications to the GCCS as needed.
- Design, permit and install LFG monitoring wells in cooperation with City staff. Note that SCS has assisted the City with installation of an entirely new monitoring network (including off-site probes providing data on true subsurface gas migration potential from the landfill). In our opinion the existing monitoring network is sufficient and we do not anticipate significant activity on this subtask.

Basis for Estimate

SCS is currently assisting with the above LFG migration control and monitoring compliance issues through our current contract with the City. There has been substantial headway made on achieving compliance with 27 CCR requirements. However, at this time it is unknown what additional remedial actions, or level of engineering effort will be needed for technical assistance, design, and field CQA. For purposes of this proposal, we have budgeted 100 staff hours per year for these activities.

Services for this task will only be performed subsequent to request, direction and authorization from City personnel. SCS will provide at the request of the City, individual proposals and associated cost estimates as they occur and/or are needed.

Related Experience

Examples of other clients and sites where SCS performs landfill surface emissions monitoring are:

- L&D Landfill, Sacramento
- 14th Avenue Landfill, Sacramento
- City of Sacramento 28th Street Landfill
- American Avenue Landfill, Fresno County
- Ostrom Road Landfill, Yuba County
- Highway 59 Landfill, Merced County

Further details on these and other SCS projects are provided in the companion Attachment 8 Qualifications Statement.

Task 2.5	Provide Services for Cover and Drainage Improvements for 28th Street Landfill	\$15,000
<p><i>COMMENTS.</i></p> <p>Task Description</p> <p>SCS will provide design services when requested by the City, for any needed improvements to the landfill cover, drainage or other containment features at the 28th Street Landfill. In the past this has involved maintenance or repairs in response to landfill settlement. Engineering services for this task could include:</p> <ul style="list-style-type: none"> • Site inspections to assess the condition of landfill cover, drainage, storm water basins, containment berms, roadways, and other features. • Review of aerial and topographic survey data, as-built drawings and landfill closure plans. • Assess necessary repairs, value-engineering of options, and development recommendations, and/or specifications to guide construction improvements, if needed. <p>Basis for Estimate</p> <p>We have budgeted 30 staff hours per year for this effort, based on past experience and anticipated post-closure maintenance requirements. This level of effort is consistent with past history of similar engineering services for cover and drainage improvements at the 28th Street Landfill.</p> <p>Related Experience</p> <p>Examples of other clients and sites where SCS performs as-needed engineering services for cover, drainage and landfill infrastructure at closed landfill sites includes:</p> <ul style="list-style-type: none"> • City of Sacramento 28th Street Landfill • Dellar Landfill, Sacramento • Geer Road Landfill, Stanislaus County • Junipero Serra Landfill, San Mateo County • Crazy Horse Landfill, Monterey County • Elk Grove Landfill, Sacramento County 		

Further details on these and other SCS projects are provided in the companion Attachment 8 Qualifications Statement.

Task 2.6	Engineering Support for Compliance with RWQCB Cleanup and Abatement Order for 28th Street Landfill	\$65,000
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COMMENTS.

Task Description

SCS will provide support services to comply with groundwater CAO R5-2015-0739 for the 28th Street Landfill, issued by the Central Valley RWQCB. For this assignment, we will provide engineering and hydrogeological technical support services as described above for Tasks 1.1 and 1.2, specifically as they relate to preparation and submittal of the following compliance reports:

- *Updated Evaluation Monitoring Report of Results* (due March 30, 2016)
- *Updated Engineering Feasibility Study* (due March 30, 2016)
- *Additional Corrective Action Implementation Report* (due October 31, 2016)
- *Semi-Annual Corrective Action Progress Reports* (semi-annually, beginning January 31, 2017).

Our services will generally include consultation with City technical and legal staff regarding agency requirements; oversight of remedial investigation activities including supplemental water quality monitoring events; compilation and evaluation of data; engineering analyses of corrective action measures as appropriate; and preparation of draft and final report submittals.

Basis for Estimate

The primary requirements of the CAO are to upgrade the compliance monitoring reports, and to complete the series of activities related to definition of groundwater impacts (evaluation monitoring), evaluation of corrective actions (engineering feasibility study), and implementation of corrective action, if any. SCS is already contracted and working on the monitoring report upgrades, so this activity is not included in the cost estimate, although some component of this may extend beyond the current scope of work. SCS is also at work preparing the *Evaluation Monitoring Work Plan* which will, to a significant degree, dictate the future activities in the groundwater evaluation and corrective action phases. Since the *Evaluation Monitoring Work Plan* has not yet been completed and approved, costs for implementation of the work cannot be accurately determined at this time. However, the costs for the associated reports, as given in the task scope of work, are provided based on our experience at other sites for preparing these types of reports. The actual costs for preparation of these reports may vary considerably, both more and less than estimated, based on the level of work proposed to, and eventually approved by, RWQCB.

We have budgeted for three semi-annual corrective action reports during the contract term, for the following periods:

- Period January 1 – June 30, 2017 (during 2nd contract year)
- Period July 1 – December 31, 2017 (during 3rd contract year)
- Period January 1 – June 30, 2018 (during 3rd contract year).

Related Experience

Examples of SCS Engineers’ related experience where we have provided support with water quality compliance, agency directives and technical report preparation at closed landfills include:

- City of Sacramento 28th Street and Dellar Landfills
- City of Berkeley Landfill
- City of Modesto Carpenter Road Landfill
- Geer Road Landfill, Stanislaus County
- Elk Grove Landfill, Sacramento County
- L&D Landfill, Sacramento
- Fink Road Landfill, Stanislaus County

Further details on these and other SCS projects are provided in the companion Attachment 8 Qualifications Statement.

(3) Dellar Landfill

Task 3.1	Regulatory and Engineering Support for Compliance with Dellar WDR	\$53,500
<p><i>COMMENTS.</i></p> <p>Task Description</p> <p>SCS will provide regulatory and engineering support for the Dellar Landfill. These services will include implementation of requirements of the Dellar Landfill WDR No. R5-2015-0051. In general, SCS will provide engineering and hydrogeological technical support services as described above for Tasks 1.1 and 1.2, specifically as they relate to preparation of various groundwater monitoring, landfill gas, and other reports as outlined in Provision Nos. 6, 7 and 8 of the WDR. A complete listing of these requirements and corresponding deadlines is provided in the City’s RFP but for brevity, is not repeated here. SCS will provide assistance with all reports and other requirements as needed and directed by the City.</p> <p>Basis of Estimate</p> <p>The Dellar property has been identified as habitat for the Valley Horned Elderberry Beetle (VHEB), a special status species. It is present in vegetation on the Dellar site surface in areas where final cover improvements are needed but have yet to be constructed. The final cover and drainage improvements in these areas have been put on hold, due to the presence of the VHEB. The compliance requirements listed in the WDR and City’s RFP are contingent on special status species “de-listing”. In our opinion it is very unlikely that the species will be delisted during the City’s 3-year contract period. Therefore we have not budgeted for all listed activities.</p> <p>Our Fee estimate also excludes costs for preparation of the following report listed in the RFP, which has already been completed by SCS under our existing contract with the City: WDR Provision J, #7c – status on installation of groundwater monitoring well MW-21.</p>		

Related Experience

Examples of SCS Engineers' related experience where we have provided support with water quality compliance, agency directives and technical report preparation at closed landfills include:

- City of Sacramento 28th Street and Dellar Landfills
- City of Berkeley Landfill
- City of Modesto Carpenter Road Landfill
- Geer Road Landfill, Stanislaus County
- Elk Grove Landfill, Sacramento County
- L&D Landfill, Sacramento

Further details on these and other SCS projects are provided in the companion Attachment 8 Qualifications Statement.

ATTACHMENT A
FEE SCHEDULE

SCS ENGINEERS

**ATTACHMENT A
FEE SCHEDULE – CITY OF SACRAMENTO
(Effective December 1, 2015 through June 30, 2017)**

<u>Engineering/Support Personnel</u>	<u>Rate/Hour</u>
Project Director	242
Senior Project Advisor	228
Senior Project/Technical Manager	217
Project Manager II	193
Project Manager I	185
Certified Industrial Hygienist	180
Senior Project Professional II	162
Senior Project Professional I	150
Project Professional II	145
Project Professional I	135
Staff Professional II	115
Staff Professional I	108
Project Administrator	99
Associate Staff Professional	92
Senior Engineering Technician	90
Designer/Drafter85
Administrative	79

<u>Technical Field Personnel</u>	<u>Rate/Hour</u>
Project Manager	185
Sr. Superintendent	135
Superintendent	110
Plant Operator	90
Sr. Technician	90
Foreman	85
Equipment Operator	90
Technician	75
Fusion Technician	65
Laborer	60

GENERAL TERMS:

1. Scheduled rates are effective through June 30, 2017. Work performed thereafter is subject to a new Fee Schedule.
2. Scheduled labor rates include overhead, administration, and profit. Costs for outside consultants and subcontractors, and for job-related employee travel and subsistence, reproduction, telephone, equipment, and supplies are billed at actual cost plus a 15 percent administrative fee.

3. Charges for field equipment and instruments will be in accordance with SCS's Field Equipment Rental Rates Schedule in effect at the time the work is performed. The cost of equipment owned by SCS or SCS Field Services will not be subject to administrative mark-up. Trucks will be charged at \$18.00/hour. No administrative mark-up will be applied to mileage charged from company-owned vehicles. Personal vehicles will be charged at the Federal rate then in effect.
4. Invoices will be prepared monthly for work in progress, unless otherwise agreed. Invoices are due and payable upon receipt. Invoices not paid within 30 days are subject to a service charge of 1.5 percent per month on the unpaid balance.
5. Payment of SCS invoices for services performed will not be contingent upon the client's receipt of payment from other parties, unless otherwise agreed in writing. Client agrees to pay legal costs, including attorney's fees, incurred by SCS in collecting any amounts past due and owing on client's accounts.
6. On short term or one time assignments, services which require less than eight (8) hours, but more than four (4) hours will be billed at eight (8) hours. A minimum of four (4) hours will be billed for any service requested which is not conducted in conjunction with an on-going project (including call-outs after normal work hours) and will be charged portal-to-portal, from SCS Field Services offices.
7. For operation, construction, and/or repair work performed on weekends and/or nights (if work exceeds 8 hours in a day), the above rates will be marked up 40 percent. For work performed on Company recognized holidays or beyond 12 hours in a day, the above rates will be marked up 70 percent.
8. For special situations such as expert court testimony and limited consultation, hourly rates will be on an individually negotiated basis.
9. These rates are based on non-union, non-prevailing wage scales.
10. Hourly rates for Principals will be on an individually negotiated basis. Typically, these rates are \$248/hour for Vice Presidents and other Principals and \$292/hour for Senior Vice Presidents and Senior Executives.

SCS ENGINEERS

**SCS STANDARD FEE SCHEDULE
FOR FIELD EQUIPMENT – CITY OF SACRAMENTO
(Effective December 1, 2015 through June 30, 2017)**

	Rate (\$)
GEM 2000 or 5000 Gas Analyzer:	
• Daily Rate	185/day
• Weekly Rate	555/week
• Monthly Rate.....	1,665/month
H ₂ S Gas Pod	10/day
SEM 500 Emissions Monitor:	
• Daily Rate	185/day
• Weekly Rate	555/week
• Monthly Rate.....	1,665/month
Q Rae Gas Analyzer O ₂ /H ₂ S/CO/Combustibles	50/day
Micro Max Gas Analyzer O ₂ /H ₂ S/CO/COI Combustibles	50/day
M-40 Gas Analyzer O ₂ /H ₂ S/Combustibles	50/day
Magnehelic Pressure Set	20/day
Kurz Air Velocity Meter	35/day
Digital Readout Thermocouple.....	25/day
Dräger Detector Tubes/Pump.....	15/each
Metal Bellows Vacuum Pump	35/day
Bar Punch:	
• Daily Rate	10/day
• Weekly Rate	30/week
• Monthly Rate.....	90/month
Fisher M95 Metal Detector	30/day
Dewatering Pump (Trash Pump).....	45/day
TVA-1000 Flame Ionization Detector:	
• Daily Rate	185/day
• Weekly Rate	555/week
• Monthly Rate.....	1,665/month

Rate (\$)

MiniRae 2000 PID:

- Daily Rate 150/day
- Weekly Rate 500/week
- Monthly Rate 1,500/month

Air Sampling Station:

- Daily Rate 50/day
- Weekly Rate 200/week

Transit:

- Daily Rate 15/day
- Weekly Rate 75/week
- Monthly Rate 250/month

Level:

- Daily Rate 15/day
- Weekly Rate 65/week
- Monthly Rate 195/month

Pipe Laser:

- Daily Rate 50/day
- Weekly Rate 220/week
- Monthly Rate 650/month

- Water Trailer 75/day
- PAS 3000 Personal Air Sampling Pump 25/day
- Tedlar Bag (10-Liter) 40/each
- Non-Contaminating Air Sampling Pump 25/day
- Interface Probe 50/day

Submersible Pump:

- Daily Rate 50/day
- Weekly Rate 150/week
- Monthly Rate 450/month

Water Level Indicator:

- Daily Rate 20/day
- Weekly Rate 60/week
- Monthly Rate 180/month

	Rate (\$)
100-Foot Temperature Probe:	
• Daily Rate	15/day
• Weekly Rate	45/week
• Monthly Rate.....	135/month
Teflon Well Bailer	10/each
Vacuum Box/Carbon Canister and Blower.....	150/day
Tool Truck	144/day
No. 12 P.E. Fusion Machine (1”-2”):	
• Daily Rate	50/day
• Weekly Rate	150/week
• Monthly Rate.....	450/month
No. 14 P.E. Fusion Machine (1”-4”):	
• Daily Rate	80/day
• Weekly Rate	240/week
• Monthly Rate.....	720/month
No. 28 P.E. Fusion Machine (2”-8”):	
• Daily Rate	150/day
412 P.E. Fusion Machine (4”-12”):	
• Daily Rate	225/day
• Weekly Rate	675/week
• Monthly Rate.....	2,025/month
618 P.E. Fusion Machine and Tool Truck	400/day
Trackstar 500 Fusion Machine.....	425/day
Sidewinder P.E. Fusion Machine.....	100/day
Air Compressor	60/day
Arc Welder.....	75/day
Generator (3,500-Watt).....	45/day
Generator (5,000-Watt).....	60/day
Generator (6,000-Watt):	
• Daily Rate	65/day
Generator (8,000 Watt):	
• Daily Rate	75/day
• Weekly Rate	225/week

Rate (\$)

Isolation Pinch-off Tools:

- Daily Rate25/day
- Weekly Rate 75/week
- Monthly Rate..... 225/month

Leister Extrusion Welding Gun 120/day

Plate Compactor..... 75/day

4-Wheeler (ATV):

- Daily Rate50/day
- Weekly Rate 150/week
- Monthly Rate..... 450/month

4-Wheeler with 44” Mow Deck:

- Daily Rate100/day
- Weekly Rate 300/week
- Monthly Rate..... 900/month

Cub Cadet:

- Daily Rate175/day
- Weekly Rate 525/week
- Monthly Rate..... 1,575/month

Chain Saw:

- Daily Rate 10/day
- Weekly Rate 30/week
- Monthly Rate..... 90/month

Friatec Electrofusion Machine:

- Daily Rate100/day
- Weekly Rate 300/week
- Monthly Rate..... 900/month

Horiba Water Quality Meter:

- Daily Rate40/day
- Weekly Rate 120/week
- Monthly Rate..... 360/month

Rate (\$)

Hydrogen Sulfide Meter:

- Daily Rate 100/day
- Weekly Rate 300/week
- Monthly Rate 900/month

Infrared Thermometer:

- Daily Rate 10/day
- Weekly Rate 30/week
- Monthly Rate 90/month

Micropurge Flow Cell (Groundwater):

- Daily Rate 100/day
- Weekly Rate 300/week
- Monthly Rate 900/month

Oiless Compressor and Control Box (Groundwater):

- Daily Rate 75/day
- Weekly Rate 225/week
- Monthly Rate 675/month

Earth/Resistance Tester:

- Daily Rate 100/day
- Weekly Rate 300/week
- Monthly Rate 900/month

Pitot Tube and Gauges:

- Daily Rate 10/day
- Weekly Rate 30/week
- Monthly Rate 90/month

Pressure Washer:

- Daily Rate 50/day
- Weekly Rate 150/week
- Monthly Rate 300/month

Squeeze Tool:

- Daily Rate 10/day
- Weekly Rate 30/week
- Monthly Rate 90/month

Rate (\$)

Turbidity Meter/Conductivity Meter:

- Daily Rate25/day
- Weekly Rate 75/week
- Monthly Rate..... 225/month

Vacuum Air Pump:

- Daily Rate 100/day
- Weekly Rate 300/week
- Monthly Rate..... 900/month

Video Camera System.....200/day

Weed Trimmer

- Daily Rate25/day
- Weekly Rate 75/week
- Monthly Rate..... 225/month

Safety Equipment:

- Tyvek Suit (each) 15/each
- Polyethylene suit (each) 20/each
- Nitrile gloves (per pair)..... 15/each
- PVC Gloves (per pair) 15/each
- Rubber booties (per pair) 15/each
- Organic Vapor Cartridges (per pair) 20/each
- Organic Vapor/Acid Cartridges (per pair) 25/each
- Cartridges pre-filters (per pair) 15/each
- Half face respirator (each).....20/day
- Full face respirator (each)25/day
- Ventilator/manhole blowers.....25/day
- Parachute harness 10/day
- Tripod:
 - Daily Rate35/day
 - Weekly Rate 105/week
 - Monthly Rate..... 315/month
- SCBA55/day

General Terms

1. Rates are in effect until June 30, 2017. Any work performed after that date will be subject to a new Schedule of Fees.
2. Equipment usage rates are exclusive of freight charges to and from the project site. Freight is an additional expense chargeable to the client.
3. Rates for mobile blower/flare stations are exclusive of expenses for mobilization and demobilization, electric line installation, electricity, generators, fuel or permits or weekly routine operation and maintenance. These expenses are charged to the client separately.
4. Rates for pressure and flow measurement devices cover all such devices used at the site. For example, if 3 magnehelics and 1 manometer are all used for pressure measurement one day at one site, the total charge would be \$15/day.
5. Shipping, supplies, equipment rental, materials, vehicle mileage, and other non-labor equipment costs or direct costs are billed at cost plus 15 percent.
6. Equipment rented will be charged portal-to-portal from SCS Field Services offices. Renter is responsible for return charges.
7. The cost of equipment owned by SCS Field Services will not be subject to administrative mark-up.

EXHIBIT C

PROFESSIONAL SERVICES AGREEMENT

FACILITIES AND EQUIPMENT TO BE PROVIDED BY CITY

CITY shall *[check one]*

Not furnish any facilities or equipment for this Agreement;

or

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

EXHIBIT D
PROFESSIONAL SERVICES AGREEMENT

GENERAL PROVISIONS

1. Independent Contractor.

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

sees fit provided that CONTRACTOR does not violate the provisions of Section 5, below.

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

Administrative Policy Instructions # 30. A violation by CONTRACTOR of this Section 6 shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

7. CONTRACTOR Information.

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

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

9. Term; Suspension; Termination.

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

10. Indemnity.

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

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

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

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

A. Minimum Scope & Limits of Insurance Coverage

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

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

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

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

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

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

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

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

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

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

Is Is not _____ [check one] required for this Agreement.

If required, such coverage must be continued for at least 3 year(s) following the completion of all Services and Additional Services under this Agreement. The retroactive date must be prior to the date this Agreement is approved or any Services are performed.

B. Additional Insured Coverage

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

C. Other Insurance Provisions

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

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

D. Acceptability of Insurance

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

E. Verification of Coverage

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

an authorized representative of the insurance carrier.

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

City of Sacramento

c/o Ebix RCS

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

PO Box 257

Portland, MI 48875-0257

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

CertsOnly-Portland@ebix.com

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

F. Subcontractors

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

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

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

status, physical handicap or sexual orientation.

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

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

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

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

16. Enforcement of Agreement. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or

connected with this Agreement shall lie exclusively in the state trial court or Federal District Court located in Sacramento County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.

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

EXHIBIT E

REQUIREMENTS OF THE NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

INTRODUCTION

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

APPLICATION

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

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

DEFINITIONS

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

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

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

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

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

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

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

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

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

EMPLOYER COMPLIANCE CERTIFICATE AND NOTICE REQUIREMENTS

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

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

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

Attachment A



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

On (date), your employer (the “Employer”) entered into a contract with the City of Sacramento (the “City”) for Engineering Services (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



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.