

Meeting Date: 8/4/2016

Report Type: Consent

Report ID: 2016-00751

Title: Agreement: Wastewater Pipe System Condition Assessment

Location: Districts 3, 4, 5 and 6

Recommendation: Pass a Motion authorizing the City Manager or the City Manager's designee to execute an agreement with National Plant Services, Inc. for wastewater pipe system condition assessment services, for an amount not-to-exceed \$350,000.

Contact: Dan Sherry, Engineering & Water Resources Manager, (916) 808-1419; Rick Matsuo, Supervising Engineer, (916) 808-1728; Quoc Nham, Associate Engineer, (916) 808-1435, Department of Utilities

Presenter: None

Department: Department Of Utilities

Division: Integrated Planning & Asst Man

Dept ID: 14001641

Attachments:

- 1-Description/Analysis
- 2-Background
- 3-Map
- 4-Agreement

City Attorney Review

Approved as to Form
Joe Robinson
7/21/2016 2:05:53 PM

Approvals/Acknowledgements

Department Director or Designee: Bill Busath - 7/15/2016 9:19:21 AM

Description/Analysis

Issue Detail: Staff recommends Council approve an agreement with National Plant Services, Inc. to provide a wastewater pipe system condition assessment on large diameter pipes (36 inch or greater in diameter) using multi-sensor technology (closed circuit television (CCTV) camera, sonar profiler, and laser/LIDAR profiler). This condition assessment is necessary to ensure continuation of services to customers, protect public health and safety, protect the environment, and meet federal, state, and local regulations. The Department of Utilities (DOU) does not currently have the correct technology to provide assessments for the large diameter pipes and therefore must contract for these services.

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

Economic Impacts: None.

Environmental Considerations: The Community Development Department, Environmental Planning Services Division reviewed the proposed project and determined that it is exempt from review under the California Environmental Quality Act (CEQA) under Section 15301(b) of the CEQA Guidelines. The project consists of operation and maintenance of existing utilities involving negligible or no expansion of use beyond that at the time of the City's determination.

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

Commission/Committee Action: Not applicable.

Rationale for Recommendation: Condition assessment is necessary to accurately determine the condition of the City's most critical wastewater pipe infrastructure. DOU utilizes condition assessments to prioritize planning studies, rehabilitation and/or replacement projects, and for preventative maintenance scheduling.

DOU issued a Request for Proposals on May 13, 2016. The following three firms submitted proposals: AquaCoustic Remote Technologies, Inc., National Plant Services, Inc., and RedZone Robotics, Inc.

Evaluations were conducted by a panel consisting of DOU's integrated planning and asset management staff, operations and maintenance staff, engineering staff, and an engineering staff member from the Sacramento Area Sewer District. Proposals were evaluated and ranked based on experience, technical expertise, available resources,

knowledge of the City's wastewater facilities, proposal quality and completeness, references, and LBE utilization. DOU is recommending that an agreement be executed with National Plant Services, Inc., who was the top-ranked proposer.

Financial Considerations: The agreement has a not-to-exceed amount of \$350,000. Sufficient funding is available in the Condition Assessment Program (I14010800) for this project.

Local Business Enterprise (LBE): National Plant Services, Inc. is not an LBE. The minimum LBE participation requirement was waived by the Director of DOU because of the limited field of firms within the Sacramento County region that would qualify for this work. There are many firms in the region that have the expertise for CCTV, but the limiting factor is the size of the pipe that they are capable of assessing. Larger pipes (greater than 24-inches in diameter) require specialized equipment that must be capable of handling inspections when half the annular space is occupied with wastewater. A similar RFP requested in 2010 returned no proposals from local firms and no local firms responded to this RFP.

Background

The Department of Utilities (DOU) provides and maintains water, wastewater, storm drainage, and flood control services and facilities for the City of Sacramento. DOU has an on-going need to inspect, assess the condition, plan, maintain, and upgrade the various components for the City's wastewater facilities to protect public health and safety, protect the environment, and meet all federal, state, and local regulatory requirements and permits.

Annually, nine billion gallons of wastewater is carried through approximately 830 miles of wastewater pipeline and pumped by forty-five pump stations. Wastewater is typically routed to Regional San (formerly Sacramento Regional Sanitation District) where it receives primary and secondary treatment before it is discharged to the Sacramento River. Some of the City's wastewater pipe was constructed in the late 1800s and has met or is approaching the end of its useful life. Portions of the City's most critical wastewater pipes are over 100 years old.

To minimize adverse impacts on the environment and to comply with the regulations affecting the operation of the wastewater collection system, the City continues to evaluate the condition of its wastewater pipe infrastructure prior to making important decisions with regard to rehabilitation and replacement.

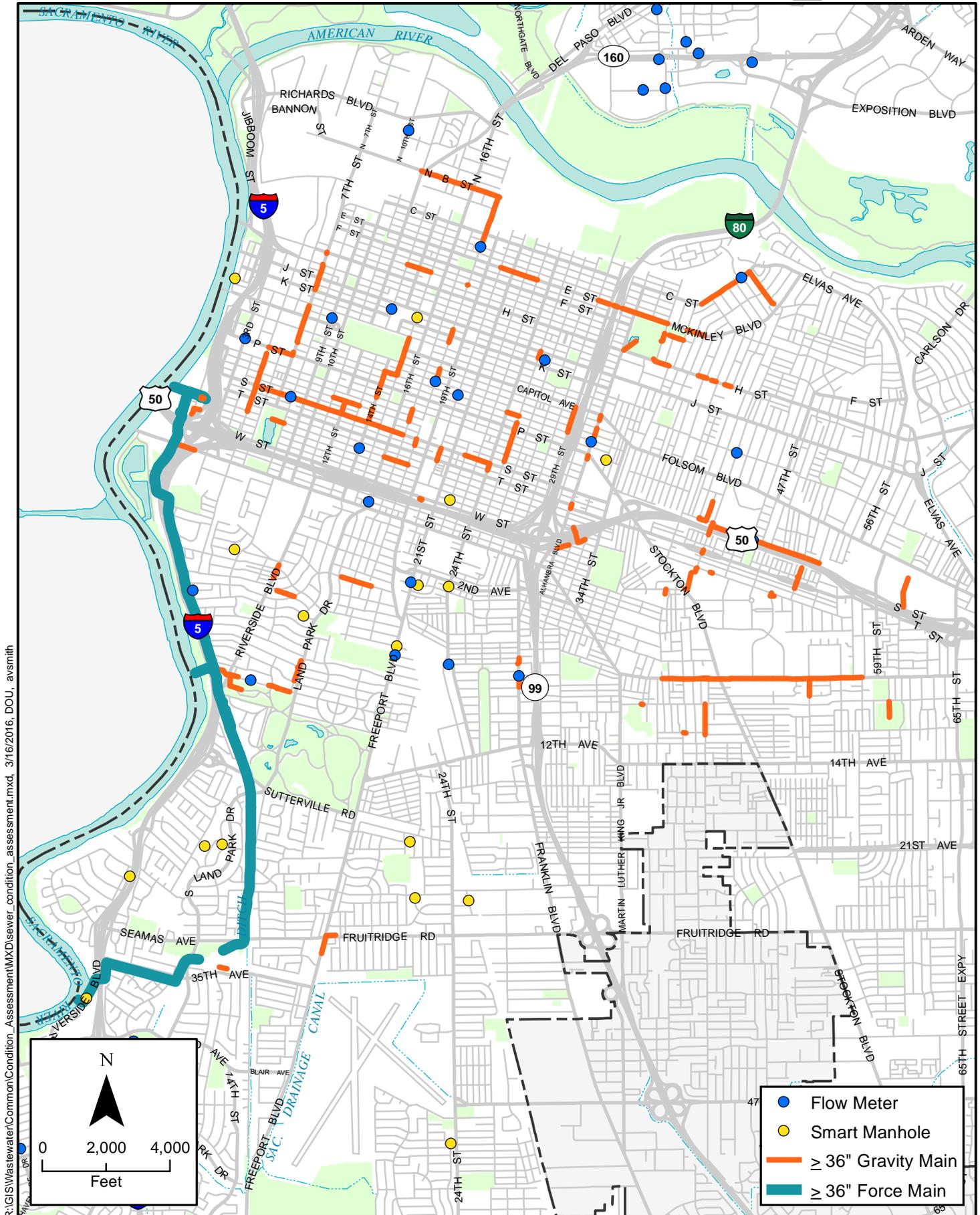
The agreement's scope of services includes three tasks:

Task 1: Project Planning, Mobilization, and Progress

Task 2: Wastewater Pipeline Condition Assessment

Task 3: Documentation and Wastewater Pipeline Inspection Results

WASTEWATER CONDITION ASSESSMENT



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PROJECT #: I14010806
PROJECT NAME: WASTEWATER PIPE SYSTEM CONDITION ASSESSMENT
DEPARTMENT: UTILITIES DEPARTMENT
DIVISION: ENGINEERING & WATER RESOURCES

CITY OF SACRAMENTO
PROFESSIONAL SERVICES AGREEMENT *

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

National Plant Services, Inc.
1461 Harbor Avenue
Long Beach, CA 90813
Ph: 800-445-3614/Fax: 562-495-1528

(“CONTRACTOR”), who agree as follows:

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

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

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

Executed as of the day and year first above stated.

CITY OF SACRAMENTO
A Municipal Corporation

By: _____

Print name: _____

Title: _____

For: John F. Shirey, City Manager

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

Attachments

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

CONTRACTOR:

NATIONAL PLANT SERVICES, INC
NAME OF FIRM

36-2819728
Federal I.D. No.

242-8715-3
State I.D. No.

110523
City of Sacramento Business Op. Tax Cert. No.

TYPE OF BUSINESS ENTITY (check one):

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


Signature of Authorized Person

DENNIS R. KEENE, President
Print Name and Title


Additional Signature (if required)

Stephanie Mitchell, Secretary/Treasurer
Print Name and Title

DECLARATION OF COMPLIANCE
Equal Benefits Ordinance

Name of Contractor: NATIONAL PLANT SERVICES, INC.

Address: 1461 HARBOR AVENUE, LONG BEACH, CA 90813

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

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

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

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

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

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

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

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



Signature of Authorized Representative

7/12/2016

Date

Dennis Keene

Print Name

President

Title

EXHIBIT A

PROFESSIONAL SERVICES AGREEMENT

SCOPE OF SERVICES

1. Representatives.

The CITY Representative for this Agreement is:

Quoc Nham/Associate Civil Engineer
1395 35th Ave., Sacramento, CA 95822
Ph: 916-808-1435/Fax: 916-808-1497/E-mail: qnham@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:

Michelle Beason/Project Manager
2459 Sky Rd., Walnut Creek, CA 94597
Ph: 925-262-7366/Fax: 510-291-3142/E-mail: mbeason@nationalplant.com

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

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

3. Conflict of Interest Requirements.

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

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

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

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

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

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

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

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

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

4. **Scope of Services.** The services provided shall be as set forth in Attachment 1 to Exhibit A, attached hereto and incorporated herein.
5. **Time of Performance.** The services described herein shall be provided during the period, or in accordance with the schedule, set forth in the scope of services.

ATTACHMENT 1 TO EXHIBIT A

SCOPE OF SERVICES

This attachment describes National Plant Services, Inc.'s (NPSI) scope of work for professional services to conduct a condition assessment project of the wastewater pipe system for pipes that are 36-inches and greater in diameter that are owned, operated, and maintained by the City of Sacramento (City). The objective of this project is to conduct a comprehensive evaluation of the City's wastewater pipes using multi-sensor technology.

Multi-sensor technology shall consist of Closed-Circuit Television, Laser/LIDAR Profiling, and Sonar Profiling. The effectiveness of the technologies will be evaluated based on the each technology's ability to assess the structural condition, hydraulic condition, and sedimentation level of selected wastewater conveyance pipelines. The product of this evaluation will be a detailed report along with video, sonar, and laser/LIDAR data documenting the condition of the City's wastewater pipe system. The data collected, provided by this service will provide the City with sufficient information to make educated decisions that aligns the City with the Department of Utilities' Strategic Goals.

The services provided shall be comprised of three (3) tasks. TASK I – Project Planning, Mobilization, and Progress, TASK II – Wastewater Pipeline Condition Assessment, and TASK III – Documentation and Wastewater Pipeline Inspection Results.

TASK I: PROJECT PLANNING, MOBILIZATION, AND PROGRESS

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

1.1 Project Planning

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

1.2 Mobilization

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

1.3 Progress

All regularly scheduled meetings shall occur at the Department of Utilities (DOU), 1395 35th Ave, Sacramento, CA 95822, to review the project schedule and project milestones. At the end of each work week NPSI shall provide the City with a summary of pipes inspected, challenges, observations, and an inspection plan for

the following week. In order to provide the City with a cost efficient service, NPSI shall be available throughout the project duration to meet with staff in the field, through emails, and/or verbal communication via cellular phones.

TASK II: WASTEWATER PIPELINE CONDITION ASSESSMENT

This task involves equipment requirements, responsibilities and tasks, schedule, and selected pipes for condition assessment services to be performed by NPSI.

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

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

2.1 Equipment Requirements

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

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

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

2.1.4 Closed Circuit Television (CCTV)

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

- 2.1.4.2** NPSI shall make a video recording of the television inspection and supply one copy to the Engineer. All data and video recording will become the sole property of the City without restrictions of future use, duplication, modification, and dissemination. NPSI shall have no vested rights to the completed work and may not sell or reuse it without the City's permission. The project data furnished to NPSI for use in rendering project services shall remain the property of the City. NPSI may not sell or reuse data without permission of the City.
- 2.1.4.3** NPSI shall provide equipment capable of utilizing the electronic data collection. The camera shall be operative in one hundred percent (100%) humidity and specifically designed for wastewater pipelines ranging from 36-inch to 120-inch diameter. The camera shall produce a continuously monitored picture with the resolution capability to discern small cracks and other minor/major defects in the wastewater pipeline. It should be equipped with low intensity lights around the camera to obtain maximum peripheral vision and prevent fogging within the line being inspected. The camera shall be equipped with the ability to video record digitally using side scan technology to record the full circumference of the pipe and have the ability to digitally pan, zoom, and tilt to recorded defects using computer software or have the capability to remotely control real-time the camera head to pan and rotate with remote adjustable optical focus and automatic light compensating iris. NTSC color standard shall be used. Focal distance shall be adjustable through a range from 6-inches to infinity. Continuously displayed on the monitors shall be the date of the inspection, number designation of the upstream and downstream manholes corresponding to the line reach being inspected and a continuous forward and reverse readout of the camera distance from the manhole of reference. The camera, television monitor and other components of the video system shall be capable of producing an inspection video capable of displaying a minimum 600-line resolution. The TV transmission and tow cable assembly must have the capability to reach CCTV lengths of no less than 2,000 feet in one direction. The remote footage counter shall be accurate to one percent (1%) over the length of the particular section being inspected.
- 2.1.4.4** The picture of the television inspection should be clear and free of any obstruction within the full viewing window for the City to assess the condition of each pipe segment. The record and documentation of the CCTV inspection should be correct and complete. Should at any time the City is not satisfied with the quality of the CCTV inspection, the City may request NPSI to re-televise the pipe and resubmit the records at no extra

cost to the City. NPSI's substandard work may result in the City terminating the contract.

- 2.1.4.5** Manual winches, power winches, TV cable powered rewind or other devices that do not obstruct the camera view or interfere with proper documentation of the wastewater pipeline conditions shall be used to move the camera through the line. If during the inspection operation the television camera will not pass through the entire manhole section, NPSI shall re-set its equipment in a manner so that the inspection can be performed from the opposite manhole. If again, the camera fails to pass through the entire section, NPSI shall notify the Wastewater Field Services Division (WFSD), Engineering Services Division and project manager immediately.
- 2.1.4.6** The camera shall be moved through the line in either direction at a uniform rate stopping when necessary to ensure proper documentation of the wastewater pipeline's condition but in no case shall the television camera be pulled at a speed greater than thirty feet per minute (30 fpm).
- 2.1.4.7** At lateral/main connection or pipe areas of substantial defect, the camera progress shall be halted and the camera lens panned to further view the lateral/main pipe and connection (including looking up the lateral/main) or defect to thoroughly evaluate its condition.

2.1.5 Laser/LIDAR Profiler

- 2.1.5.1** NPSI shall create pipeline reports, containing the measurement of faults and other features inside the pipeline when using Laser/LIDAR profiling to survey the pipe with the CCTV camera. This includes, but not limited to measurements of pipe size, laterals, water levels and pipe ovality. Laser/LIDAR scans shall be completed at a frequency that provides sufficient detail of the pipe's interior condition. In areas with significant defects, NPSI shall produce laser/LIDAR scans continuing for the extent of the observable condition. In addition, Laser/LIDAR dwell scans shall be completed at a frequency of every 50-foot.
- 2.1.5.2** The laser/LIDAR profiler shall be capable of being attached to a CCTV camera platform or a robotic platform of the similar type, as well as use machine vision software to analyze CCTV images. It shall be capable for use in pipes 36-inches to 120-inches in diameter and have an accuracy of plus or minus 0.5% of the pipe's diameter. The laser/LIDAR shall support automatic analysis of pipe's shape, which may be caused by deformation, cracked and/or broken pipe, corrosion, or siltation and be Class 1; eye-safe for operator safety. The laser/LIDAR

profiler shall be capable of measuring, but not limited to, water levels, off-set joints, detecting and measuring pipe size, pipe ovality, and allow for determination of pipe wall thickness.

2.1.6 Sonar Profiler

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

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

2.1.6.3 The installation of the sonar profiler shall allow the inspection of siphons. The sonar profiler shall be capable of being deployed upstream and downstream from an inlet of outlet manhole.

2.2 Responsibilities and Tasks

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

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

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

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

- 2.2.5** Temporary delays on start of work, or interim delays, shall not be cause for termination of contract. NPSI will provide written notification of any schedule departures.
- 2.2.6** NPSI shall provide corrective services without charge to the City for a period of sixty (60) days after the performance of any services, if the services fail to meet the standards and requirements set forth in this section, and such failure is reported to NPSI in writing. Should NPSI fail or refuse to perform promptly its obligations under this warranty, the City may render or undertake the performance thereof and NPSI shall be liable for any expenses thereby incurred.
- 2.2.7** Where progress is delayed or halted beyond NPSI's control by such causes as, but not limited to: weather, access, traffic, flow, or blockages, these circumstances will not be cause for contract penalty or termination.
- 2.2.8** NPSI's performance of inspections and other services shall not result in the interruption of sewage service to any customer in the City. Wastewater must be controlled within the pipeline at all times.
- 2.2.9** NPSI shall provide one (1) electronic copy of all field inspection data to be inputted into the City's computer in a format compatible with the City's existing program(s) (Cityworks, Granite-XP, Microsoft Access/Excel/Word, and ArcGIS). For the purpose of backup, a copy of all field inspection data (including but not limited to, CCTV videos, PACP defect coding, raw sonar and laser/LIDAR data) shall be kept by NPSI.
- 2.2.10** NPSI shall notify and request the City for assistance, if needed, in connection with removal, dismantling, and replacement of any special equipment such as flow monitors, level monitors (i.e., smart manhole covers) or diversion gates within the manhole structures. A minimum of 48-hours of advanced notice is required prior any inspection activities requiring City assistance.
- 2.2.11** NPSI shall provide video identifying the pipe segment by manhole number and street location. The video shall identify all connections, general conditions of the wastewater pipelines, problem areas, location of all connections or problem areas by linear footage, and observations concerning the condition of the pipe joints. Records of the daily work, inspection logs and the video records shall be prepared and forwarded to the City on a weekly basis. All video recordings shall become the property of the City.
- 2.2.12** NPSI shall not remove any trees, plants, shrubs, or ornamental vegetation without the written consent of the City.
- 2.2.13** NPSI shall obtain all necessary permits and observe all standard rules of safety for staff and the public in accordance with local laws and accepted practice. Additionally, NPSI shall be certified and demonstrate knowledge of current safety requirements for confined space entry.

- 2.2.14** NPSI shall be in full charge and be responsible for the job site, the scope of work of this Contract, and subject to the directions of the City's project manager.
- 2.2.15** NPSI shall observe and comply with all Federal, State, and local laws, ordinances, codes, orders, and regulations which in any manner affect the conduct of the work, specifically as it relates to wastewater spills.
- 2.2.16** NPSI shall have a procedure(s) in place that will ensure that any entry and installation of equipment into the City's wastewater system will present no harm or hazardous conditions, including but not limited to testing the air present within system for explosive conditions.
- 2.2.17** NPSI shall have the ability to communicate with its crew at all times (i.e., cellular phone, radio, etc.).
- 2.2.18** If during the television inspection, NPSI encounters a condition where public safety is threatened (such as, but not limited to, a pipe hole, pipe collapse, stoppage, blockage and/or eminent wastewater spill) the City shall be notified immediately by dialing 311. NPSI shall also notify the DOU's Superintendent at (916) 808-4022 and the project manager at (916) 808-1435. Furthermore, a copy of the video recording of the section of the line containing the condition shall be provided to the City within 24 hours.
- 2.2.19** If during the television inspection, the camera is jammed inside the wastewater pipeline and cannot be retrieved, NPSI shall not excavate the pipe to retrieve it. NPSI shall inform the project manager, and the department's superintendent immediately for assistance, but it is NPSI's responsibility to remove the camera and ensure that the wastewater pipeline is not damaged.
- 2.2.20** Whenever non-remote powered and controlled winches are used to pull the television camera through the line, telephone, radios, or other suitable means of communication shall be set up between the two manholes of the section being inspected to ensure that adequate communications exists between members of the crew.
- 2.2.21** Accuracy of the measurement shall be checked daily by use of a walking meter, roll-a-tape, or other suitable device. Footage measurements shall begin at the centerline of the upstream manhole, and terminate at the centerline of the downstream manhole.
- 2.2.22** Should any damages be caused to the public or private property by NPSI or its employees or agents, NPSI will be required to make repairs immediately and return it to its original condition or better. The City may, however, elect to make repairs or replacements of damaged property and deduct the cost of such from monies due or to become due as required by an agreement by the City or any other contract with the City.

All repair and/or replacement must be performed to the satisfaction of the City.

- 2.2.23** No special requirements/preparations are needed to prepare the wastewater pipelines for inspection activities. NPSI shall include all process and arrangements in the proposal, to perform condition assessment services. Should NPSI deem that a change in process or special arrangement is needed in order to proceed through an inspection, a written request for approval shall be provided within 48-hours.
- 2.2.24** If Easement/Right-of-Way access is required on private properties, NPSI shall notify the City's project manager immediately to coordinate access. A minimum of forty-eight (48) hours of advance notification to private property owners is required prior to doing any inspections.
- 2.2.25** Wastewater pipeline inspection shall not be performed on pipelines with a flow level exceeding thirty percent (30%) of the pipe diameter, without prior approval from the City's project manager.
- 2.2.26** In the event that a manhole cannot be located or is inaccessible, NPSI shall move to the next manhole where work can be performed. NPSI shall notify the City of the problem on the next working day and the City will make an investigation. NPSI will then be required to return to the site to complete any unfinished wastewater pipeline inspection after the problem has been rectified.
- 2.2.27** NPSI shall immediately notify the City whenever a surcharged wastewater or a partial or total pipe blockage is discovered. NPSI shall contact the City Operator by dialing 311 to have the emergency correctly dispatched during all hours of the day, including holidays. NPSI shall indicate the location, nature of the problem, and when the problem was first detected. NPSI may continue working, but shall stay onsite or nearby until City forces arrive, unless otherwise instructed by City representatives. The City will take the responsibility of clearing the blockage until the surcharge condition is relieved. The inspection of this reach may need to be re-scheduled. If the surcharge due to a blockage was caused by NPSI, NPSI at its own expense shall repair it.
- 2.2.28** NPSI shall comply with all Federal, State, and locally regulations and all applicable Cal-OSHA requirements which, in any manner, affect the conduct of the work and as it relates to wastewater spills.
- 2.2.29** NPSI shall obtain all necessary permits and observe all standard rules of safety for staff and the public in accordance with local laws and accepted practice. Additionally, NPSI shall be certified and demonstrate knowledge of current safety requirements for confined space entry.
- 2.2.30** If confined space entry into a live wastewater pipeline or manhole is necessary, the City requires continuous ventilation and monitoring of the

manhole atmosphere for hydrogen sulfide, Lower Explosive Limits (LEL), and oxygen concentration during manhole entry. Confined space entry procedures shall be conducted in accordance with Cal-OSHA regulations including training and entry documentation. NPSI is required to operate and maintain its safety equipment and is responsible for safety training for its crew. NPSI shall never leave an open manhole unattended.

- 2.2.31** All equipment must be removed from the wastewater pipeline at the end of each work session. NPSI shall perform all work in the safest possible manner. The City may make unannounced inspections to ensure compliance with safety requirements. If NPSI is deemed to be working in an unsafe manner by the City, the Contract may be terminated.
- 2.2.32** NPSI shall re-seal all manholes encountered that were sealed for the control of odors or entry of extraneous water.
- 2.2.33** NPSI shall only facilitate traffic control and/or permits as required in the designated scope of work areas.
- 2.2.34** Traffic control plans for the project shall be submitted and approved by the City prior to the commencement of any scheduled work.
- 2.2.35** NPSI shall be compliant with all Traffic Control Requirements pursuant to the City of Sacramento's Standard Specifications, dated June 2007, Section 6-10.

2.3 Scheduling

- 2.3.1** NPSI shall submit an inspection schedule at least two (2) weeks in advance, prior to the start of any work. No wastewater pipeline inspection shall be performed unless the City has received the schedule and has given its authorization to proceed. NPSI must schedule all work for each wastewater pipeline listed beginning at the most upstream end and proceeding in a downstream direction until all work on that wastewater pipeline is completed.
- 2.3.2** Duration of the condition assessment services provided, shall not exceed 100-days from the date of the signed Notice-to-Proceed. Should unforeseen circumstances delay the completion of the project, NPSI is required to provide written notification to the City and immediately take all actions necessary to complete the project within an agreed upon time by the City.
- 2.3.3** All work shall be performed during normal business hours observed by the City (8:30 am to 4:00 pm Monday through Friday).
- 2.3.4** In accordance with City Code Section 12.20, NPSI shall not impede traffic in any fashion outside of the normal business hours.

- 2.3.5** All work within public streets and/or right-of-way shall be done in an expeditious manner so as to cause as little inconvenience to the public as possible. Unless otherwise approved, NPSI shall maintain at least one travel lane in each direction at all times on two-way Primary Streets pursuant to Section 6-10, Traffic Control Requirements of the City's Standard Specifications, dated June 2007. On working days, between 7:00 a.m. to 8:30 a.m. and 4:00 p.m. to 6:00 p.m., NPSI shall maintain the number of lanes normally available on all Primary Streets unless otherwise approved in writing by the City Traffic Engineer.

NPSI shall note that 5th St. between H St. & Broadway, 16th St. between N St. & Broadway, Alhambra Blvd. between E St. & Broadway, and Land Park Dr. are designated as "primary streets" and as such the requirements and administrative penalties of Chapter 12.20 of the Sacramento City Code apply.

- 2.3.6** Work during other hours, weekends, or holidays observed by the City, may only be performed with permission from the City. The City reserves the right to inspect all work as it is performed, and to reject any work product that in the opinion of the City is defective or does not meet the requirements of the agreement. In the event that work schedule proposed by NPSI places the City at an inconvenience with respect to the inspection of the work, the City may require NPSI to halt or delay the work, reduce the number of crews on the job, or take any other steps deemed necessary by the City to enable the City to exercise the right to inspect. The City reserves the right to rearrange NPSI's schedule as needed to accommodate other activity that may need to be performed in wastewater pipelines.
- 2.3.7** Unforeseeable conditions may affect inspection schedule. Should changes in scheduled work areas be required, NPSI shall immediately notify the City. NPSI must provide the City with an updated weekly inspection schedule at the end of each work week, identifying the proposed location and pipelines to be inspected for the following week.

2.4 Selected Pipes for Condition Assessment

Table 1 – Asset List

OBJECTID	LINE_NUMBER	DIAMETER	MATERIAL	FORCE_MAIN_FLAG	INSTALLYEAR	LEVEE_FLAG	SHAPE_LENGTH
33704	119EE13 032EE12	60	UNK	Y	1997	N	709.72
34702	119EE13 901DD12	60	UNK	Y	1907	N	731.69
31289	901DD12 091DD12	60	UNK	Y	1907	Y	337.68
35401	314EE12 092DD12	120	RCP	Y		Y	233.75
30841	128EE13 061EE12	60	UNK	Y	1997	N	14.99
31171	128EE13 061EE12	60	UNK	Y	1997	N	16.65
31173	128EE13 061EE12	60	UNK	Y	1997	N	1,088.12
32974	128EE13 061EE12	60	UNK	Y	1997	N	40.32
32343	305EE13 307EE13	54	UNK	N	1968	N	28.37
33400	307EE13 914DD13	54	UNK	N	1968	N	386.33
31164	315EE12 601EE12	120	RCP	Y	1978	N	641.87
31770	315EE12 601EE12	108	RCP	Y	1978	N	113.86
34094	601EE12 304FF12	108	RCP	Y	1978	N	912.18
42732	304FF12 301FF12	120	UNK	Y	1978	N	543.77
42557	301FF12 601FF12	120	UNK	Y	1978	N	985.52
43163	601FF12 301GG12	120	UNK	Y	1978	N	936.63
43764	301GG12 602GG12	120	UNK	Y	1978	N	684.09
43266	602GG12 902GG12	120	UNK	Y	1978	N	1,047.58
42790	902GG12 403HH13	120	UNK	Y	1978	N	960.68
43745	403HH13 712HH13	120	UNK	Y	1978	N	975.46
53629	712HH13 112II13	120	UNK	Y	1978	N	753.88
52828	112II13 041II13	120	UNK	Y	1978	N	211.65
45961	306HH12 407HH13	60	RCP	N	1974	N	812.64
52830	404II13 412II13	90	UNK	Y	1978	Y	375.39
269601	412II13 012II13	90	UNK	Y	1978	Y	266.20
52831	405II13 411II13	84	RCP	Y	1953	Y	389.09
269600	411II13 011II13	84	RCP	Y	1953	Y	66.11
56329	709II13 708II13	72	UNK	Y	1953	N	15.77
54359	710II13 204JJ13	84	RCP	Y	1978	N	978.33
55305	204JJ13 829JJ13	84	UNK	Y	1946	N	884.19
56877	829JJ13 217KK13	84	UNK	Y	1978	N	947.68
53770	217KK13 514KK13	84	UNK	Y	1978	N	764.27
57074	514KK13 201LL13	84	UNK	Y	1978	N	1,087.80
56203	201LL13 501LL13	84	UNK	Y	1978	N	799.78
54960	501LL13 202MM13	84	UNK	Y	1978	N	1,144.76
67664	202MM13 505MM13	84	UNK	Y	1978	N	1,125.67
66422	505MM13 708MM13	84	UNK	Y	1978	N	800.84
55896	802II13 202JJ13	72	UNK	Y	1953	N	595.17

OBJECTID	LINE_NUMBER	DIAMETER	MATERIAL	FORCE_MAIN_FLAG	INSTALLYEAR	LEVEE_FLAG	SHAPE_LENGTH
66440	721MM13 927MM12	96	UNK	Y	1953	N	543.74
66439	927MM12 304NN12	96	UNK	Y	1953	N	602.55
67929	304NN12 214NN12	78	UNK	Y	1953	N	1,210.28
65667	214NN12 714MM12	78	UNK	Y	1953	N	1,029.50
66169	714MM12 061NN11	78	UNK	Y	1953	Y	1,749.26
29979	826BB14 808BB14	48	RCP	N	2005	N	43.32
19865	510AA15 514AA15	42	UNK	N	1969	N	304.26
21234	514AA15 515AA15	42	UNK	N	1969	N	206.10
19214	515AA15 511AA15	42	UNK	N	1969	N	146.40
18588	511AA15 908AA15	42	UNK	N	1969	N	252.99
19396	908AA15 906AA15	42	UNK	N	1969	N	184.97
18244	906AA15 909AA15	42	UNK	N	1969	N	215.24
18124	909AA15 902AA15	42	UNK	N	2000	N	250.21
18344	902AA15 714AA16	42	UNK	N	1969	N	554.83
18876	714AA16 707AA16	42	UNK	N	1969	N	354.14
20439	707AA16 706AA16	42	UNK	N	1969	N	44.03
21191	705AA16 706AA16	42	UNK	N	1922	N	26.62
34443	706AA16 108BB16	39	UNK	N	1969	N	424.01
30547	108BB16 106BB16	39	UNK	N	1969	N	271.70
30035	106BB16 103BB16	39	UNK	N	1969	N	75.15
30012	103BB16 402BB16	78	UNK	N	1927	N	207.92
32421	402BB16 405BB16	78	UNK	N	1927	N	271.02
31574	405BB16 718BB16	78	RCP	N	1927	N	388.83
29998	242CC14 205CC14	48	RCP	N	2005	N	65.09
29999	205CC14 206CC14	48	RCP	N	2005	N	177.88
29977	206CC14 128CC14	48	RCP	N	2005	N	192.78
29871	128CC14 436CC14	48	RCP	N	2005	N	242.21
29868	436CC14 439CC14	48	RCP	N	2005	N	145.15
32105	102CC15 209CC15	42	RCP	N	1936	N	385.39
32080	209CC15 207CC15	42	RCP	N	1936	N	386.31
30924	312CC15 602CC15	45	UNK	N	1904	N	18.31
31073	210CC16 209CC16	42	UNK	N	1938	N	396.35
32429	209CC16 104CC16	45	UNK	N	1938	N	815.35
32086	515CC17 404CC17	42	UNK	N	1938	N	353.01
33667	813CC17 516CC17	42	UNK	N	1938	N	160.03
33464	908CC17 814CC17	42	UNK	N	1938	N	1,496.75
31052	617CC18 317CC18	45	UNK	N	1940	N	384.42

OBJECTID	LINE_NUMBER	DIAMETER	MATERIAL	FORCE_MAIN_FLAG	INSTALLYEAR	LEVEE_FLAG	SHAPE_LENGTH
31577	617CC18 317CC18	45	UNK	N	1940	N	240.28
30649	317CC18 307CC18	39	RCP	N	1954	N	299.56
30377	307CC18 204CC18	39	RCP	N	1954	N	393.23
31232	204CC18 506CC18	39	RCP	N	1954	N	451.50
31957	506CC18 504CC18	39	RCP	N	1954	N	273.61
33651	504CC18 405CC18	39	RCP	N	1954	N	391.59
34055	418CC19 614CC18	45	UNK	N	1940	N	349.60
30378	614CC18 617CC18	45	UNK	N	1940	N	283.31
167507	308DD13 613DD13	72	GFRTR	N	2010	N	209.43
167508	613DD13 622DD13	72	GFRTR	N	2010	N	324.45
167512	622DD13 606DD13	72	GFRTR	N	2010	N	102.71
167509	606DD13 917DD13	72	GFRTR	N	2010	N	195.58
167510	917DD13 916DD13	72	GFRTR	N	2010	N	228.21
167511	916DD13 818DD13	72	GFRTR	N	2010	N	231.68
203682	446DD14 444DD14	72	GFRTR	N	2013	N	85.00
203681	444DD14 632DD13	72	GFRTR	N	2013	N	368.69
203684	632DD13 617DD13	60	GFRTR	N	2013	N	27.51
203686	617DD13 633DD13	60	GFRTR	N	2013	N	27.50
203685	633DD13 308DD13	72	GFRTR	N	2013	N	368.34
182872	128DD15 129DD15	36	RCP	N	2002	N	160.12
36207	129DD15 125DD15	36	RCP	N	2002	N	165.94
182873	125DD15 433DD15	36	RCP	N	2002	N	63.29
156319	433DD15 431DD15	36	RCP	N	2002	N	56.04
156317	431DD15 425DD15	36	RCP	N	2002	N	161.74
36316	425DD15 423DD15	36	RCP	N	2002	N	203.75
36323	423DD15 733DD15	36	RCP	N	2002	N	300.29
36367	733DD15 722DD15	36	RCP	N	2002	N	98.08
32016	303DD15 302DD15	90	RCP	N	1927	N	183.02
32620	302DD15 301DD15	90	UNK	N	1927	N	239.05
31373	520DD15 808DD15	90	RCP	N	1927	N	210.79
31858	512DD16 511DD16	42	RCP	N	1999	N	228.00
31139	218DD17 510DD17	36	UNK	N	1915	N	475.89
36238	309DD17 305DD17	36	VCP	N	2005	N	154.67
122070	305DD17 302DD17	36	RCP	N	2005	N	236.82
29815	302DD17 304DD17	36	RCP	N	2005	N	35.78
32067	604DD17 608DD17	39	RCP	N	1915	N	540.08
122084	117DD18 120DD18	36	VCP	N	2005	N	155.91
35626	120DD18 126DD18	36	UNK	N	2005	N	174.17

OBJECTID	LINE_NUMBER	DIAMETER	MATERIAL	FORCE_MAIN_FLAG	INSTALLYEAR	LEVEE_FLAG	SHAPE_LENGTH
122083	126DD18 309DD17	36	VCP	N	2005	N	139.23
33841	225DD18 103DD18	42	UNK	N	1938	N	240.75
33135	103DD18 122DD18	42	UNK	N	1938	N	322.33
31372	808DD15 819DD15	90	RCP	N	1927	N	209.29
31705	815DD18 713DD18	39	RCP	N	1915	N	182.89
31975	815DD18 713DD18	39	RCP	N	1915	N	98.13
32685	817DD18 821DD18	39	RCP	N	1915	N	157.70
30569	911DD18 809DD18	36	RCP	N	1915	N	203.85
36257	608EE12 109EE13	60	UNK	N	1971	N	190.57
36258	109EE13 110EE13	60	UNK	N	1971	N	185.80
262872	113EE13 124EE13	60	UNK	N	1971	N	35.67
32003	124EE13 106EE13	60	UNK	N	1971	N	36.83
31244	106EE13 121EE13	84	RCP	N	1907	N	49.45
31230	106EE13 121EE13	84	RCP	N	1907	N	20.59
30761	106EE13 121EE13	84	RCP	N	1907	N	20.45
30762	106EE13 121EE13	36	RCP	N	1957	N	63.40
30763	106EE13 121EE13	36	RCP	N	1957	N	56.55
32148	106EE13 121EE13	36	RCP	N	1957	N	56.74
31174	121EE13 061EE12	36	UNK	N	1957	N	45.28
31175	121EE13 061EE12	36	UNK	N	1957	N	42.94
31747	121EE13 061EE12	36	UNK	N	1957	N	46.28
165920	228EE13 211EE13	36	PVC	N	2010	N	8.30
165922	228EE13 227EE13	60	GFRTR	N	2010	N	202.53
165921	227EE13 223EE13	60	GFRTR	N	2010	N	207.67
123675	223EE13 224EE13	60	RCP	N	1927	N	11.35
31276	608EE13 609EE13	60	RCP	N	1908	N	389.25
31924	709EE13 901EE12	48	UNK	N	1971	N	367.07
31623	901EE12 902EE12	54	UNK	N	1971	N	270.28
165917	127EE14 126EE14	72	GFRTR	N	2010	N	313.80
165918	126EE14 319EE13	72	GFRTR	N	2010	N	452.70
165915	319EE13 318EE13	72	GFRTR	N	2010	N	28.62
123669	318EE13 936DD13	54	RCP	N	2004	N	386.21
123670	936DD13 937DD13	54	RCP	N	2004	N	367.77
123671	937DD13 915DD13	54	RCP	N	2004	N	11.91
123673	937DD13 824DD13	54	RCP	N	2004	N	33.75
166230	824DD13 229EE13	60	GFRTR	N	2010	N	181.78
166228	229EE13 228EE13	60	GFRTR	N	2010	N	217.73

OBJECTID	LINE_NUMBER	DIAMETER	MATERIAL	FORCE_MAIN_FLAG	INSTALLYEAR	LEVEE_FLAG	SHAPE_LENGTH
231831	228EE14 231EE14	54	CPPVC	N	2006	N	155.68
138080	231EE14 512EE14	54	CPPVC	N	2006	N	216.74
138079	226EE14 227EE14	36	CPPVC	N	2006	N	385.12
36122	314EE14 301EE14	36	UNK	N	2002	N	69.63
36377	314EE14 301EE14	36	UNK	N	2002	N	69.92
36384	301EE14 614EE14	54	UNK	N	2002	N	186.58
36378	614EE14 623EE14	54	UNK	N	2002	N	188.62
138081	327EE14 227EE14	36	CPPVC	N	2006	N	470.69
32751	115EE15 421EE15	39	UNK	N	1984	N	209.94
32983	421EE15 416EE15	39	UNK	N	1984	N	195.38
32233	720EE15 405EE15	54	RCP	N	2012	N	354.69
33668	405EE15 605EE14	54	RCP	N	2012	N	401.46
32850	605EE14 606EE14	66	GFRTR	N	2012	N	20.05
32943	606EE14 612EE14	66	GFRTR	N	2012	N	384.16
165909	612EE14 616EE14	66	GFRTR	N	2010	N	400.28
165910	616EE14 510EE14	66	GFRTR	N	2010	N	480.94
165911	510EE14 213EE14	66	GFRTR	N	2010	N	402.05
165912	213EE14 102EE14	84	GFRTR	N	2010	N	427.24
165913	102EE14 101EE14	84	GFRTR	N	2010	N	377.13
31989	101EE14 109EE14	84	GFRTR	N	2010	N	24.77
30775	109EE14 122EE14	54	UNK	N	1968	N	389.85
33771	122EE14 305EE13	54	UNK	N	1968	N	374.61
31518	308EE15 821DD15	57	UNK	N	1938	N	799.30
31332	821EE15 703EE15	102	RCP	N	1927	N	198.89
30343	510EE16 105EE16	57	RCP	N	1938	N	396.18
32993	510EE16 512EE16	42	RCP	N	1908	N	220.33
32994	512EE16 513EE16	42	UNK	N	1908	N	189.37
137749	513EE16 514EE16	45	RCP	N	1908	N	37.39
30789	514EE16 802EE16	45	RCP	N	1908	N	197.59
31150	802EE16 715EE16	45	UNK	N	1908	N	201.02
31152	715EE16 711EE16	45	UNK	N	1908	N	217.75
30520	711EE16 118FF16	45	UNK	N	1908	N	213.76
30521	711EE16 118FF16	45	UNK	N	1908	N	207.11
33111	123EE17 604EE16	78	UNK	N	2005	N	212.61
31804	604EE16 602EE16	78	UNK	N	2005	N	213.53
34006	602EE16 612EE16	78	UNK	N	2005	N	204.64
33889	612EE16 615EE16	78	UNK	N	2005	N	180.68

OBJECTID	LINE_NUMBER	DIAMETER	MATERIAL	FORCE_MAIN_FLAG	INSTALLYEAR	LEVEE_FLAG	SHAPE_LENGTH
32448	414EE17 408EE17	60	RCP	N	1915	N	155.22
31038	408EE17 713EE17	60	RCP	N	1915	N	423.53
46323	703EE17 108FF17	66	RCP	N	1915	N	120.64
145428	113FF15 114FF15	56	RCP	N	0	N	25.58
45723	114FF15 122FF15	56	RCP	N	1908	N	383.44
43652	122FF15 123FF15	56	RCP	N	1908	N	384.72
240473	206FF15 802EE15	36	UNK	N	2014	N	219.45
240474	802EE15 808EE15	36	UNK	N	2014	N	191.46
159189	821FF15 823FF15	96	RCP	N	2001	N	67.80
159190	822FF15 824FF15	96	RCP	N	2001	N	66.63
45957	101FF16 110FF16	36	UNK	N	2001	N	205.85
46457	110FF16 306FF15	52	RCP	N	1908	N	416.74
44534	306FF15 920EE15	52	UNK	N	1908	N	395.67
42989	911FF16 903FF16	66	RCP	N	1915	N	137.42
42853	716FF18 715FF18	36	UNK	N	1996	N	31.06
43790	715FF18 116GG18	36	UNK	N	1996	N	108.52
46258	116GG18 212GG18	36	UNK	N	1996	N	117.54
42519	804FF18 807FF18	36	UNK	N	2002	N	234.39
46419	807FF18 212GG18	36	UNK	N	2002	N	397.29
43756	928GG13 917GG13	42	RCP	N	1923	N	85.68
43757	917GG13 916GG13	42	RCP	N	1923	N	158.64
43758	916GG13 915GG13	42	RCP	N	1923	N	143.37
44516	915GG13 906GG13	42	RCP	N	1923	N	131.70
46350	301GG16 410GG17	66	RCP	N	1968	N	483.45
44520	606GG16 616GG16	72	RCP	N	1968	N	377.78
43325	113GG17 411GG17	48	UNK	N	1968	N	161.75
45595	411GG17 410GG17	72	UNK	N	1968	N	73.02
44241	214GG18 213GG18	48	UNK	N	1996	N	23.40
45431	511GG18 408GG18	54	UNK	N	1968	N	100.75
158885	702GG18 732GG18	54	RCP	N	1993	N	38.76
158886	732GG18 733GG18	72	RCP	N	1993	N	103.44
43875	734GG18 109HH18	63	RCP	N	1915	N	617.91

OBJECTID	LINE_NUMBER	DIAMETER	MATERIAL	FORCE_MAIN_FLAG	INSTALLYEAR	LEVEE_FLAG	SHAPE_LENGTH
196648	817GG18 807GG18	57	RCP	N	1916	N	60.04
45976	709GG19 708GG19	51	VCP	N	1916	N	35.41
45514	708GG19 707GG19	51	RCP	N	1916	N	143.06
44270	707GG19 104HH19	51	RCP	N	1916	N	211.77
46129	802GG19 516GG19	36	UNK	N	1968	N	264.59
46130	516GG19 517GG19	36	UNK	N	1968	N	267.09
46259	517GG19 412GG19	36	UNK	N	1968	N	299.16
46260	412GG19 415GG19	36	UNK	N	1968	N	361.56
44071	415GG19 404GG19	36	UNK	N	1968	N	423.78
45142	404GG19 608GG18	42	UNK	N	1968	N	265.70
43358	608GG18 302GG18	48	UNK	N	1968	N	315.00
42896	302GG18 301GG18	48	UNK	N	1968	N	348.68
42691	301GG18 201GG18	48	UNK	N	1968	N	339.17
46229	201GG18 217GG18	48	UNK	N	1968	N	357.99
45161	217GG18 222GG18	48	UNK	N	1968	N	156.07
42856	222GG18 216GG18	48	UNK	N	1968	N	172.77
45290	216GG18 205GG18	54	UNK	N	1968	N	293.66
45073	803GG19 708GG19	42	RCP	N	1916	N	328.27
45143	801GG20 202HH20	36	RCP	N	1947	N	485.30
43590	202HH20 524HH20	36	RCP	N	1947	N	454.66
43314	113HH14 114HH14	39	RCP	N	1916	N	125.83
42725	114HH14 314HH13	39	RCP	N	1916	N	137.24
44453	314HH13 316HH13	39	RCP	N	1916	N	78.18
43774	316HH13 315HH13	39	RCP	N	1916	N	226.51
42578	317HH14 807GG14	36	UNK	N	1938	N	982.85
44624	314HH17 313HH17	63	RCP	N	1915	N	144.62
44413	117HH19 118HH19	54	UNK	N	1999	N	104.51
44414	118HH19 116HH19	48	RCP	N	1927	N	119.77
52810	409II13 042II13	60	UNK	N	1912	N	135.26
56456	514II13 510II13	114	RCP	N	1914	N	89.34
53840	510II13 046II13	114	RCP	N	1914	N	212.50
53970	515II13 513II13	108	RCP	N	1927	N	164.91
53841	513II13 512II13	108	UNK	N	1927	N	133.01
53658	607II13 611II13	108	RCP	N	1927	N	174.66
54338	611II13 613II13	108	UNK	N	1927	N	83.27

OBJECTID	LINE_NUMBER	DIAMETER	MATERIAL	FORCE_MAIN_FLAG	INSTALLYEAR	LEVEE_FLAG	SHAPE_LENGTH
56333	812 13 518 13	60	UNK	N	2000	N	380.74
57100	518 13 519 13	60	UNK	N	2000	N	322.62
53059	111 14 112 14	108	RCP	N	1927	N	240.24
56693	112 14 408 14	108	RCP	N	1927	N	11.36
56814	112 14 408 14	108	RCP	N	1927	N	40.90
56531	112 14 408 14	108	RCP	N	1927	N	388.25
56542	713 14 609 13	114	RCP	N	1914	N	379.49
53971	609 13 608 13	114	RCP	N	1914	N	36.64
52941	214 16 213 16	72	RCP	N	1915	N	180.82
54608	506 16 503 16	84	RCP	N	1915	N	231.34
54390	503 16 504 16	84	RCP	N	1915	N	128.28
55179	901 17 802 17	48	UNK	N	1940	N	50.66
55028	510 18 417 18	45	RCP	N	1915	N	168.85
53075	611 19 607 19	60	UNK	N	2001	N	283.76
53484	607 19 608 19	60	UNK	N	2001	N	211.41
53485	608 19 609 19	60	UNK	N	2001	N	167.45
53487	609 19 610 19	72	UNK	N	2001	N	226.71
53483	610 19 509 19	72	UNK	N	2001	N	279.63
53482	509 19 510 19	72	UNK	N	2001	N	234.62
53404	510 19 511 19	72	UNK	N	2001	N	258.48
53481	511 19 402 19	84	UNK	N	2001	N	377.18
53403	402 19 403 19	84	UNK	N	2001	N	407.42
53331	403 19 401 19	90	UNK	N	2001	N	340.01
56278	401 19 604 18	90	UNK	N	2001	N	226.63
56113	604 18 605 18	90	UNK	N	2001	N	341.07
56112	605 18 606 18	90	UNK	N	2001	N	72.35
55593	606 18 609 18	90	UNK	N	2001	N	436.26
144481	609 18 522 18	90	UNK	N	2001	N	226.19
172631	522 18 520 18	90	UNK	N	2001	N	45.43
57137	520 18 521 18	66	UNK	N	2001	N	26.33
57138	521 18 517 18	66	UNK	N	2001	N	255.22
55116	517 18 518 18	66	UNK	N	2001	N	413.20
54952	518 18 411 18	66	UNK	N	2001	N	233.33
57139	411 18 412 18	66	RCP	N	2001	N	253.23
57140	412 18 413 18	66	RCP	N	2001	N	142.64
57141	413 18 416 18	66	RCP	N	2001	N	143.90
144480	416 18 414 18	48	RCP	N	2001	N	15.17
57142	414 18 415 18	66	RCP	N	2001	N	333.94
57143	415 18 617 17	66	RCP	N	2001	N	122.92
57144	617 17 618 17	66	RCP	N	2001	N	203.52
55872	811 19 810 19	36	UNK	N	2001	N	164.67

OBJECTID	LINE_NUMBER	DIAMETER	MATERIAL	FORCE_MAIN_FLAG	INSTALLYEAR	LEVEE_FLAG	SHAPE_LENGTH
55873	810I19 503I19	36	UNK	N	2001	N	152.96
53054	503I19 511I19	36	UNK	N	2001	N	220.90
56571	404JJ18 102JJ18	48	UNK	N	1906	N	73.74
53870	503JJ18 504JJ18	42	RCP	N	2001	N	59.37
54387	504JJ18 206JJ18	42	RCP	N	2001	N	261.84
56038	206JJ18 809I18	42	RCP	N	2001	N	626.40
56010	110JJ20 711I20	72	UNK	N	2000	N	474.96
66826	517MM14 506MM14	42	UNK	N	1942	N	296.45
67424	506MM14 801MM14	42	UNK	N	1942	N	570.38
66622	228NN13 112NN13	42	UNK	N	1942	N	240.45

TOTAL (FT) =	89,470.01
TOTAL (MI) =	16.95

Task III: Documentation and Wastewater Pipeline Inspection Results

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

3.1 Documentation

3.1.1 Pipeline inspection records must be completed using NASSCO's PACP standard.

3.1.2 NPSI shall record all pipe inspections in high definition digital color video as viewed from the television monitor. Continuously displayed on the monitors shall be the date of the inspection, number designation of the upstream and downstream manholes corresponding to the line reach being inspected and a continuous forward and reverse readout of the camera distance from the manhole of reference.

Inspection videos shall include the following information:

- Upstream and downstream manhole I.D. numbers (*must be continuously displayed on the video*);
- Pipe diameter;
- Pipe material;
- Date and time of TV inspection (*must be continuously displayed on the video*);
- Current distance along reach (*tape counter footage must be continuously displayed on the video*);
- Location of each defect, and;
- Location of each lateral/main connection.

3.1.3 Laser/LIDAR data shall be continuously collected throughout each pipe segment reach and shall contain sufficient reportable information to produce a visual profile above the water line, a profile comparison, and dimension data of significant defects/debris. In addition, laser/LIDAR dwell scans shall be completed at a frequency of every 50-foot and at locations of major defects to allow for a comprehensive collection of data.

3.1.4 Sonar data collected below the water line shall contain sufficient reportable information to produce a visual profile, profile comparison, and dimension data of significant defects/debris.

3.2 Wastewater Pipeline Inspection Results

3.2.1 NPSI shall provide an electronic copy of all field inspection data to be inputted into the City's computer in a format compatible with the City's existing software applications (CityWorks, Granite-XP (and/or Granite-Net), Microsoft Access/Excel/Word, and ArcGIS).

Compatibility of data must allow for full functionality when imported into the City's software application(s). Including, but not limited to, viewing specific pipe defects at a specific pipe location within the inspection record.

All field inspection data must be complete and concise. All upstream and downstream reference ID's must match the City's existing GIS reference ID's. Any inspection records with incorrect reference ID's will not be accepted and returned to NPSI to correct.

Completed inspections must comply with PACP standard and begin and end with the City's GIS reference ID. Stopped or abandoned (incomplete) inspections due to a physical condition preventing forward progress shall properly terminate as required by PACP.

All incomplete inspections due physical conditions within a pipe shall be properly documented and reported.

Discovery of a new manhole shall terminate an inspection; the new manhole shall be coded with a temporary manhole ID. Inspections with new manhole(s) shall include comments within the inspection record that will allow for accurate referencing of the new asset to be recorded into the City's GIS system.

3.2.2 For the purpose of backup, a copy of the completed log sheets, all inspection records, associated inspection data, and reports, shall be kept by NPSI.

3.2.3 A copy of all inspection records shall be provided to the project manager within two (2) weeks after the job is completed. Inspection records shall include, but not limited to:

- A comprehensive PACP compliant database to be compatible with Granite-XP or as required by the City;
- Database referenced inspection videos;
- Database referenced inspection photographs;
- Laser/LIDAR Profiling data;
- Sonar Profiling, and;
- Software application(s) for an interactive interrogation of all sensor data correlated by footage for each pipe segment;

If requested by the project manager, NPSI shall have the ability to provide copies of the inspection videos and data on a portable hard drive within 24 hours of the assignment.

3.2.4 NPSI shall backup inspection videos and data on a periodic basis to prevent accidental erasure. NPSI shall have all inspection videos and data and necessary playback equipment readily accessible for review by the project manager during the life of the contract. The video recording shall give clear pictures of conditions of pipelines requiring

cleaning and any other structural problems. Inspection data and video(s) deemed unacceptable by the City shall be reproduced at no cost to the City.

3.2.5 A 'draft' final report shall be submitted within four (4) weeks from the date of the of the last pipeline inspection.

3.2.6 A 'final' report shall be submitted within two (2) weeks from the date of submission of the 'draft' final report.

Two (2) hard copies and one (1) electronic copy of an executive summary and final report for CCTV, Laser/LIDAR Profiling, and Sonar Profiling inspection will be required.

The 'final' report shall include an executive summary clearly showing the location, in relation to adjacent manholes (i.e., stations, length to referenced asset, etc.), each lateral/main connection discovered, other data of significance including, the locations of unusual conditions, cracks, misalignments, collapsed sections, presence of debris and deposits, and other discernible features shall be included as brief and informative comments of the wastewater pipeline conditions.

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

PACP reports of each pipeline segment, documenting the amount of structural and O&M defects and ratings based on the PACP Quick Rating System shall also be included.

3.2.7 City reserves the right, at its discretion, to convert the written report to digitized form. NPSI will be required at the time to provide the documentation in the new format without extra cost to the City. Any and all deliverables submitted to the City shall become the property of the City.

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

City of Sacramento
Department of Utilities
Engineering & Water Resources
1395 35th Avenue
Sacramento, CA 95822
Attn: Quoc Nham

EXHIBIT B

PROFESSIONAL SERVICES AGREEMENT

FEE SCHEDULE/MANNER OF PAYMENT

1. **CONTRACTOR's Compensation.** The total of all fees paid to the CONTRACTOR for the performance of all services set forth in Exhibit A, including normal revisions (hereafter the "Services"), and for all authorized Reimbursable Expenses, shall not exceed the total sum of \$ 350,000.
2. **Billable Rates.** CONTRACTOR shall be paid for the performance of Services on an hourly rate, daily rate, flat fee, lump sum or other basis, as set forth in Attachment 1 to Exhibit B, attached hereto and incorporated herein.
3. **CONTRACTOR's Reimbursable Expenses.** Reimbursable Expenses shall be limited to actual expenditures of CONTRACTOR for expenses that are necessary for the proper completion of the Services and shall only be payable if specifically authorized in advance by CITY.
4. **Payments to CONTRACTOR.**
 - A. Payments to CONTRACTOR shall be made within a reasonable time after receipt of CONTRACTOR's invoice, said payments to be made in proportion to services performed or as otherwise specified in Attachment 1 to Exhibit B. CONTRACTOR may request payment on a monthly basis. CONTRACTOR shall be responsible for the cost of supplying all documentation necessary to verify the monthly billings to the satisfaction of CITY.
 - B. All invoices submitted by CONTRACTOR shall contain the following information:
 - (1) Job Name
 - (2) Description of services billed under this invoice, and overall status of project
 - (3) Date of Invoice Issuance
 - (4) Sequential Invoice Number
 - (5) CITY's Purchase Order Number
 - (6) Total Contract Amount
 - (7) Amount of this Invoice (Itemize all Reimbursable Expenses)
 - (8) Total Billed to Date
 - (9) Total Remaining on Contract
 - (10) Updated project schedule. This shall identify those steps that shall be taken to bring the project back on schedule if it is behind schedule.
 - C. Items shall be separated into Services and Reimbursable Expenses. Billings that do not conform to the format outlined above shall be returned to CONTRACTOR for correction. CITY shall not be responsible for delays in payment to CONTRACTOR resulting from CONTRACTOR's failure to comply with the invoice format described above.

D. Requests for payment shall be sent to:

City of Sacramento
Department of Utilities
Engineering & Water Resources
1395 35th Ave
Sacramento, CA 95822

Ph: 916-808-1435/Fax: 916-808-1497/E-mail: qnham@cityofsacramento.org

Attn: Quoc Nham

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

ATTACHMENT 1 TO EXHIBIT B

BILLABLE RATES

NATIONAL PLANT SERVICES, INC.

CITY OF SACRAMENTO WASTEWATER PIPE CONDITION ASSESSMENT COST PROPOSAL

2016

If debris prevents passage of our equipment, a reversal will be attempted if the line is not visibly obstructed along its length.
 If an inspection yields less than 80% of the mapped footage of a line segment inspected due to debris or blockage, City will be charged and additional setup charge of \$750.

70,000 Approximate footage to be inspected under this contract

		PROJECT MANAGEMENT	JOB RECONNAISSANCE	MOBILIZATION	DEPLOYMENTS	REPORTING	DEMOBILIZATION		
KEY PERSONNEL	HOURLY RATE			HOURS				TOTAL HOURS	TOTAL COST
Michelle Beason, Project Manager/RUL Engineer	\$ 180.00	100				50		150	\$ 27,000.00
Mark Wade, Condition Assessment Support Engineer	\$ 150.00					220		220	\$ 33,000.00
Daniel Solano, Operations Manager	\$ 140.00		40			20		60	\$ 8,400.00
Crew Foreman	\$ 115.00			8	224		8	240	\$ 27,600.00
Technician 1	\$ 100.00			8	224		8	240	\$ 24,000.00
Rudy Rodriguez, Reporting/QA/QC	\$ 50.00					160		160	\$ 8,000.00
EQUIPMENT - DAILY RATES	DAILY RATE			DAYS				TOTAL DAYS	TOTAL COST
Laser System	\$ 2,700.00			2	28		2	32	\$ 86,400.00
Sonar Unit	\$ 950.00			1	28		1	30	\$ 28,500.00
Winch Truck	\$ 500.00			1	28		1	30	\$ 15,000.00
Traffic Truck with Arrow Board	\$ 400.00			1	28		1	30	\$ 12,000.00
PROCESSING FEES	Cost per LF								Total Cost
Sonar and Laser Processing	\$1.14								\$ 79,800.00

TRAFFIC CONTROL	Unit Price	Unit	Total Price
Traffic Control Plan Prep	\$ 250.00	Each	TBD
Traffic Control Per Setup - Signage, cones, and arrow board	\$ 500.00	Per Day	TBD
Flaggers	\$ 895.00	Per Day/each	TBD
Setup fee for Runs less than 80% of map length	\$ 750.00	Per Setup	TBD

ESTIMATED COST FOR CCTV/LASER/SONAR		
	TOTAL PRICE *	\$/LF *
	\$ 349,700.00	\$ 5.00

* PLUS ANY TRAFFIC CONTROL PER COST TABLE AT LEFT.
 * PLUS SETUP CHARGE FOR INCOMPLETE RUNS AT \$750 PER SETUP.
 A COMPLETE RUN IS DEFINED AS 80% OR MORE OF THE LENGTH INSPECTED.

EXHIBIT C

PROFESSIONAL SERVICES AGREEMENT

FACILITIES AND EQUIPMENT TO BE PROVIDED BY CITY

CITY shall [*check one*]

 X 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 X 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 Wastewater Pipe System Condition Assessment (contract details), and as a condition of that contract, agreed to abide by the requirements of the City’s Non-Discrimination In Employee Benefits Code (Sacramento City Code Section 3.54).

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

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

The included employee benefits are:

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

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

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

You May . . .

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

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

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

Attachment B



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

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

The included employee benefits are:

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

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

You May . . .

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

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

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

Discrimination and Retaliation Prohibited.

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

You May Also . . .

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



NATIONAL PLANT SERVICES, INC.

Specializing in today's needs for environmental protection
1461 Harbor Ave ■ Long Beach, CA 90813 ■ 562-436-7600 ■ Fax: 562-495-128

Certification by Secretary of Corporate Resolution

At the meeting of the Directors of National Plant Services, Inc., a corporation organized and existing under the laws of the State of Illinois, duly called and held in accordance with the articles of incorporation and bylaws of the corporation at its office on February 29, 2016 at which a quorum of the directors was present the following resolution was adopted to wit:

Resolving, that Dennis Keene, President, is hereby authorized to sign contracts/agreements in the name of and on behalf of National Plant Services, Inc.

I, Stephanie Mitchell, Secretary of National Plant Services, Inc. do hereby certify that I am Secretary of said corporation and that the above is a full, true, and correct copy of a resolution of the Board of Directors of said corporation, duly adopted at the meeting held on February 29, 2016 and that said resolution has not been revoked or rescinded.

In witness whereof, I have hereunto subscribed by name and affixed the seal of said corporation.



Secretary, National Plant Services, Inc.

5/3/16

Date