

Meeting Date: 9/13/2016

Report Type: Consent

Report ID: 2016-00893

Title: Agreement: Combined Sewer System Regulatory Compliance Support (I14120600 & I14620100)

Location: Citywide

Recommendation: Pass a Motion authorizing the City Manager or the City Manager's designee to execute an Agreement with Larry Walker Associates, Inc., to provide Combined Sewer System Regulatory Compliance Support for FY2016/17, for an amount not-to-exceed \$389,085.

Contact: Dan Sherry, Engineering & Water Resources Manager, (916) 808-1419; Sherill Huun, Supervising Engineer, (916) 808-1455; Kyle Ericson, Senior Engineer, (916) 808-5390, Department of Utilities

Presenter: None

Department: Department Of Utilities

Division: Environmental & Regulatory Com

Dept ID: 14001331

Attachments:

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

City Attorney Review

Approved as to Form
Joe Robinson
9/6/2016 4:22:11 PM

Approvals/Acknowledgements

Department Director or Designee: Bill Busath - 8/31/2016 4:50:30 PM

Description/Analysis

Issue Detail: Staff recommends Council approve a professional services agreement with Larry Walker and Associates, Inc. (LWA), to assist with ongoing regulatory compliance for the City's Combined Sewer System (CSS). Services include logistical coordination for storm event sampling, collection of CSS discharge monitoring samples, analysis of laboratory sample results, annual reporting assistance, CSS facility system performance analysis, and other regulatory support as needed.

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

The City has coverage for the City's CSS under a National Pollutant Discharge Elimination System (NPDES) Permit, Order No. CA0079111. Staff's recommendations are consistent with the following goals and policies of the City's 2035 General Plan:

1. Continue to rehabilitate the CSS to provide adequate wastewater collection, treatment, and disposal in areas served by this system.
2. Protect local watersheds, water bodies, and groundwater resources, including creeks, reservoirs, and the Sacramento and American rivers, and their shorelines.
3. Protect life and property from flooding.
4. Continue to identify, construct, and maintain infrastructure systems and facilities required to promote and sustain a positive economic climate.

Economic Impacts: None

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

Sustainability: Not applicable

Commission/Committee Action: Not applicable

Rationale for Recommendation: LWA was selected through a Request for Qualifications process conducted in May 2016. LWA was the only firm to submit responsive proposal. Approval of the agreement with LWA is recommended to obtain professional services needed to comply with the NPDES Permit issued for the City's CSS. The agreement has an initial one-year term, with the option to extend for up to two additional one-year terms with

City Council approval. The Utilities Department has been highly satisfied with the past services performed by LWA.

Financial Considerations: The cost for the agreement's initial term is not-to-exceed \$389,085. Sufficient funds are available within the CSS Regulatory Compliance Support Project, Project No. I14120600 (Wastewater Fund 6006 and Storm Drainage Fund 6011), and the Sanitary Sewer Management Plan (SSMP) Project, Project No. I14620100 (Wastewater Fund 6006), to complete the project. Charges will be split as follows:

Project No.	Fund	Fund Name	Amount
I14120600	6006	Wastewater Fund	\$ 183,368
I14120600	6011	Storm Drainage Fund	\$ 183,367
I14620100	6006	Wastewater Fund	\$ 22,350
Total Project Costs			\$389,085

Local Business Enterprise (LBE): LWA is not an LBE, but has partnered with an LBE, MWH Americas, Inc., for this contract to exceed the minimum LBE participation requirement.

Background

The City of Sacramento owns and operates a combined sewer system (CSS) that conveys both sewer and storm drainage in common pipelines from the Downtown, East Sacramento, and Land Park areas. The CSS is comprised of 2 service areas that are approximately 7,500-acres and 3,800-acres respectively. The 7,500-acre service area contributes both wastewater and stormwater to a common collection system, and the 3,800-acre service area is a separated sewer system that contributes flows into the CSS. The CSS is regulated under National Pollutant Discharge Elimination System (NPDES) Permit No. CA0079111, Order No. R5-2015-0045, which was renewed on April 17, 2015.

In June 1990, the Central Valley Regional Water Quality Control Board (Regional Water Board) issued a Cease and Desist Order requiring the City to eliminate outflows from the CSS into City streets and properties. In 1995, City Council adopted a Combined Sewer System Improvement Plan (Improvement Plan) intended to reduce outflows as well as discharges to the river. That same year, the Regional Water Board approved the Improvement Plan, rescinded the Cease and Desist Order, and issued an NPDES Permit that mandated implementation of the U.S. Environmental Protection Agency's Combined Sewer Overflow Policy, which prescribes nationwide operational and planning goals for combined sewer systems.

Since 1995, in accordance with the Improvement Plan, the City has constructed over \$200 million in improvements to the CSS. Major upgrades to critical CSS facilities were completed to significantly improve the performance of the CSS and to provide increased primary treatment capacity. These improvements have significantly reduced street flooding, structure flooding, and treated and untreated discharges to the Sacramento River.

As part of the previous permit the City was required to update the CSS Improvement Plan (Updated Improvement Plan). Through significant modeling efforts, the updated Improvement Plan identified programs and projects that will further reduce the potential for flooding and reduction of discharges to the Sacramento River.

The 2015 CSS NPDES Permit mandates the continued implementation of the Updated Improvement Plan and requires development and implementation of a Long Term Control Plan to continue protection of the Sacramento River. The permit requires extensive water quality and toxicity sampling of influent and effluent discharge; comprehensive reporting of system operations applicable to the CSS, including operations and maintenance activities; comprehensive reporting of infrastructure annual

budgets, long term funding, and actual expenditures; annual analysis and reporting of treated and untreated discharges to the river and on-line reporting of CSS outflows; and extensive regulatory reporting and public notification including notification of downstream municipal water users.

Completion of the tasks required by the NPDES Permit is accomplished by City staff and through professional services agreements or construction contracts when staff expertise or equipment is not available. Contracted services have included flow measurement and modeling, long term capital improvement evaluation and prioritizations, infrastructure condition assessments, inspections and specialized maintenance, capital improvement construction, and compliance monitoring. The Combined Sewer System Regulatory compliance support services agreement includes: technical support for permit required studies; coordination, implementation, and data quality evaluation for permit required water quality and toxicity sampling activities; Delta regulatory expertise; analysis of CSS performance; and regulatory reporting.

PROJECT #: I14120600 and I14620100
PROJECT NAME: Combined Sewer System Regulatory Compliance Support
DEPARTMENT: Utilities
DIVISION: Engineering and Water Resources
CITY OF SACRAMENTO

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

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

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

("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 the 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 the 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 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 CONTRACTOR to perform services pursuant to this Agreement. CITY shall furnish to CONTRACTOR only the facilities and equipment listed in Exhibit C according to any terms and conditions set forth in Exhibit C.
- 4. General Provisions.** The General Provisions set forth in Exhibit D, that include indemnity and insurance requirements, are part of this Agreement. In the event of any conflict between the

General Provisions and any terms or conditions of any document prepared or provided by CONTRACTOR and made a part of this Agreement, including without limitation any document relating to the scope of services or payment therefor, the General Provisions shall control over those 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. **Additional Requirements for Surveying, Material Testing, and Inspection Services.** If this Agreement includes any land surveying, material testing, or inspection services provided for a City construction project, during the design, pre-construction, construction, or post-construction phases of the project, the Contractor and any subcontractor or subconsultant performing any such services shall comply with the provisions specified in Exhibit F.
7. **Authority.** The person signing this Agreement for CONTRACTOR 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.
8. **Exhibits.** All exhibits referred to herein are attached hereto and are by this reference incorporated as if set forth fully herein.

Executed as of the day and year first above stated.

CITY OF SACRAMENTO
A Municipal Corporation

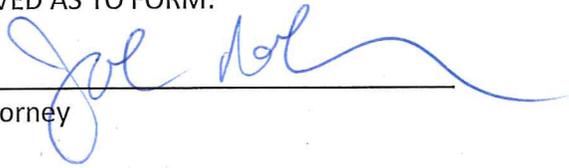
By: _____

Print name: William O. Busath

Title: Director

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
- Exhibit F Additional Requirements for Surveying, Material Testing, and Inspection Services

CONTRACTOR:

Larry Walker Associates, Inc.
 NAME OF FIRM

94-261 0668
 Federal I.D. No.

 State I.D. No.
139654

 City of Sacramento Business Op. Tax Cert. No.

TYPE OF BUSINESS ENTITY (check one):

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

Brian Laurensen
 Signature of Authorized Person

Brian Laurensen, Vice President
 Print Name and Title

 Additional Signature (if required)

 Print Name and Title

DECLARATION OF COMPLIANCE
Equal Benefits Ordinance

Name of Contractor: Larry Walker associates, Inc.

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

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

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

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

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

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

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

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

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


Signature of Authorized Representative

8/15/10
Date

Brian Lawrenson
Print Name

Vice President
Title

EXHIBIT A

PROFESSIONAL SERVICES AGREEMENT

SCOPE OF SERVICES

1. Representatives.

The CITY Representative for this Agreement is:

Kyle Ericson, Senior Engineer
1395 35th Ave, Sacramento, CA 95822
Phone: (916) 808-5390/Fax: (916) 808-1498 /E-mail: KEricson@cityofsacramento.org

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

The CONTRACTOR Representative for this Agreement is:

Brian Laurensen, Project Manager
Larry Walker Associates, INC.
707 4th Street Suite 200, Davis, CA 95616
Phone: (530) 753-6400 /Fax: (530) 753-7030/ Email: Brian@lwa.com

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

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

3. Conflict of Interest Requirements.

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

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

- (1) An "assuming office" statement of economic interests to be filed within 30 days after execution of the agreement between the City and the contractor;

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

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

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

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

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

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

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

4. Scope of Services.

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

- 5. Time of Performance.** The services described herein shall be provided during the period, or in accordance with the schedule, set forth in the scope of services. CONTRACTOR shall perform services under this Agreement, as described in Attachment 1 to Exhibit A, for the 2016/2017 fiscal year (referred to hereafter as the "Initial Term"). The Initial term may be extended for subsequent one or two year terms, up to a total Agreement term of 3 years (including Initial Term and 2 one-year extensions or 1 two-year extension), if CONTRACTOR and the CITY execute a supplemental agreement specifying the scope of services and payment provisions for such extended term(s), subject to approval by the Sacramento City Council.

Attachment 1 Exhibit A

CITY OF SACRAMENTO COMBINED SEWER SYSTEM MONITORING AND REGULATORY SUPPORT

FISCAL YEAR 2016-17 LARRY WALKER ASSOCIATES SCOPE OF SERVICES

This Scope of Services describes the consulting services to be provided by Larry Walker Associates, Inc. (LWA) and its subcontractors to the City of Sacramento Department of Utilities (City) from August 2016 through January 2018. The FY2016-17 tasks will be completed under the contract awarded in 2016.

LWA will provide services in support of the combined sewer system (CSS) National Pollutant Discharge Elimination System (NPDES) permit compliance (Order No. R5-2015-0045). These services include monitoring, reporting, system analysis and general regulatory support.

TASK 1 WATER QUALITY MONITORING SUPPORT

LWA will provide permit required monitoring support to the City for all CSS river discharge events and associated subcontracted laboratory services. It is assumed that LWA will provide field staff necessary for effluent monitoring, receiving water monitoring, and available to support other monitoring (influent) as needed and as described in the following sub-tasks.

The schedule of deliverables for all tasks is shown below:

Sub-Task No.	LWA Deliverable	Deliverable Date to City
1.1	Update Sampling and Analysis Plan	October 1, 2016
1.3	Sampling Event Follow-up Email, Chain of Custody forms, and sample tracking table	Within 3 calendar days of event completion
1.3	Laboratory reports for 'routine' data	Within 20 calendar days of event completion

Task 1.1 Pre-season Sampling Preparations

LWA will review and update the FY2016-17 Sampling and Analysis Plan (SAP) to assess permit compliance, logistic improvements, safety, quality control samples, industry-standard sampling protocol changes, and feedback from the City staff and field staff. Additional analyses requested or for other programs may be added to the sampling program as funding is available.

LWA will present FY2016-17 SAP edits and a review of the previous monitoring year at a meeting with the City Project Manager and the Supervising Plant Operators (SPO).

Following review and update of the SAP, LWA will lead a field training session for the LWA and City sample collection staff and other City staff. The training session will introduce any changes to the monitoring program to comply with the current permit or TMDL requirements, and will be a refresher session to review the event communication plan and general monitoring procedures. LWA will provide as-needed follow-up to assist new staff or address issues identified during the training. LWA will not act as the safety officer for City staff, and health and safety policies listed in the SAP are intended for LWA staff. City staff should conform to City

safety policies. The SAP will be revised, if necessary, and finalized within two weeks of the training session or receipt of City staff comments.

Task 1.2 Inter-Event Preparations

LWA will provide logistical support for sampling events at the locations and in the roles described in the SAP. This may include the receiving water locations and influent locations. LWA will prepare sample bottles, bottle labels, and field log sheets for permit sample collection. LWA will regularly check with Operations and Maintenance Division staff to determine if additional bottles are necessary and will fill requests as needed. Sample coolers for City staff will be delivered to the appropriate mobilization area specified by field staff. LWA and City field crews will provide their own properly calibrated field measurement instrumentation. LWA and City field crews will prepare their own chain-of-custody forms that will be reviewed by the LWA Water Quality Monitoring Task Manager. LWA will subcontract with a forecast service to provide daily weekday forecasts and as-needed weekend and phone forecasting for up to eight months, splitting the cost with the Sacramento Stormwater Quality Partnership on those months where the service overlaps.

Task 1.3 Sample collection

LWA will provide as-needed assistance to collect samples at effluent locations for up to four discharge events and provide as-needed assistance for influent monitoring. The SAP outlines roles and responsibilities of the designated consultant and City for sample collection. The on-call SPO will notify the LWA Water Quality Monitoring Task Manager of imminent discharge events including a pre-storm estimate based on forecasted rain events. During the storm event, the on-call SPO will provide a two-hour lead-time notification to the LWA Water Quality Monitoring Task Manager prior to the discharge event.

LWA field staff will mobilize to CWTP when notified by the SPO. Crews will be able to mobilize initially for discharges at Pioneer and CWTP. Additional samples may also be collected at Sump 2/2A. Because Sump 2/2A discharges are infrequent and short in duration, LWA field teams will need to be on site and notified prior to such discharges. LWA will not act as the health and safety officer for City staff and is not responsible for notifying City staff of hazards.

For budgeting purposes, it is assumed that: 1) two false starts will occur where field crews are mobilized but discharges and discharge sampling do not actually occur; 2) two LWA field crew staff will be available to team with available City staff for effluent monitoring for each routine discharge monitoring event, 3) up to two additional LWA field crew staff will be available for each "annual" discharge monitoring event, 4) City staff will perform all influent sample collection, and 5) one LWA staff will provide office-based logistical support for each discharge event. It is assumed that receiving water monitoring will be performed during up to three events, per the City's agreement for reduced monitoring in exchange for Delta Regional Monitoring Program (RMP) participation, and that the City is adequately participating in the Delta RMP. It is expected that two LWA field crew staff will be necessary for the annual events, however, up to two additional staff may be mobilized, if necessary. If more than four discharge sample collection events occur, funding may be reallocated from other tasks, if available.

LWA will arrange for delivery of all samples to the appropriate laboratories from a sample mobilization location at the City facilities or LWA office. LWA will contract directly with commercial analytical laboratories according to specifications in the SAP, which are based on

the NPDES permit. These services include analysis of acute toxicity samples at certain locations. The City may provide bacteriological analytical services directly through the City Water Treatment Laboratory, though the Regional San laboratory is considered the primary laboratory. The City Water Treatment Laboratory may not have available capacity at all times and will be used if prearrangements can be confirmed with the City Water Treatment Laboratory. LWA will submit samples to the laboratory within six hours of sample collection and make best efforts to ensure that the bacteriological laboratory can initiate the analysis within eight hours of sample collection.

Within three calendar days of the end of an event sample collection, LWA will send a summary of field activities to the designated City staff. The summary will include all relevant field sheets, operational log sheets, chain of custody forms, and a summary table of samples submitted. City staff will review these materials and provide comments or changes to requested analyses.

The budget estimate includes aquatic toxicity analysis and limited follow-up or proactive testing (e.g., pH-adjusted treatment, dilution series or toxicity identification evaluations). If toxicity is observed, LWA will coordinate with City staff to provide a recommendation whether follow-up testing should be conducted. The NPDES permit does not currently require follow-up toxicity assessments such as a toxicity identification evaluation (TIE) or toxicity reduction evaluation (TRE), and it is expected that observed effluent toxicity would be due to low pH, chlorine, or ammonia. The toxicity laboratory will screen for these constituents. Plant operations staff monitor chlorine residual hourly in all effluent discharges. Additionally, for the annual monitoring event, sufficient sample should be collected at all sites to allow for analysis of a pH-adjusted sample, and/or follow-up ammonia screening using zeolite to reduce ammonia related aquatic toxicity. It is assumed that one additional effluent sample per year will be required for this assessment. In addition, a pH-adjusted EFF-002 sample and dilution series of EFF-002 using 25%, 50%, and 100% effluent will be analyzed during the next storm event that results in a discharge from EFF-002, to evaluate if toxicity observed during FY2015-16 is present across multiple events.

This scope of work does not specifically include additional TIE support or TRE preparation, however, if funds from other tasks can be reallocated, the LWA team can provide support and lab analyses for these follow-up analyses as requested by City.

TASK 2 REGULATORY REPORTING

The NPDES permit requires monthly and annual reporting. LWA will provide data processing support for months in which CSS overflow discharges occur and the annual reporting. Annual reporting for the FY2015-2016 monitoring year (as defined in NPDES permit) will be performed under the FY2015-16 contract and is not included in this scope of services. Annual reporting for the FY2016-17 monitoring will be performed under this scope of services.

The following is a summary of expected reporting activity deliverables for the 2016-2017 scope of services.

Sub-Task No.	LWA Deliverable	Deliverable Date to City
2.1	Data assessment memoranda, CIWQS uploads	Within 24 calendar days of event completion
2.2	Annual data DMR drafted hard copies or CIWQS upload, if allowed	December 30, 2017

2.3	2015-2016 Annual Report Sections Assigned by City	December 18, 2017
2.3	2015-2016 Untreated Discharge Report, if necessary	December 1, 2017

Task 2.1 Data Compilation and Reporting

LWA will coordinate all follow-up and corrective actions with analytical laboratories to resolve any identified analytical or sample problems. LWA will request electronic data deliverables (EDD) from the laboratories and apply an EDD processing tool to expedite the compilation of data into a format compatible with the Surface Water Ambient Monitoring Program (SWAMP) database for receiving water data. Data will be maintained in a spreadsheet or database format and available upon request by the City. LWA will perform a data quality evaluation assessment and evaluate the appropriateness of data for future uses by adding necessary data qualifiers.

LWA will process the data and upload it for review in the California Integrated Water Quality System (CIWQS). LWA will review data and provide a summary table of qualified data and a narrative discussion of known significant problems affecting the data. LWA will target complete data compilation and review prior to the reporting deadline (first business day of the second calendar month following the monitoring event). In some cases, events late in the month coupled with laboratory delays may not allow significant City review time. The FY2016-17 SAP will include roles and schedules for CIWQS reporting. LWA will notify the City of CIWQS uploads and submit the data overview memorandum. If necessary, the City will request that LWA perform any changes or corrections. The City Legally Responsible Officer (LRO) or their City designee will submit the CIWQS reports for routine (monthly) and annual reporting as well as all required Discharge Monitoring Reports (DMR).

Task 2.2 FY 2016-17 Annual Report Assistance

LWA will prepare specifically assigned sections of the FY2016-17 Annual Report including monitoring data and loading summaries for the Nine Minimum Controls Report and preparation of the Untreated Discharge Report. LWA will provide as-needed support services to the City to complete other sections of the annual report.

LWA will assist the City with preparation of the Nine Minimum Controls Annual Progress Report as required in permit Attachment E, Section X.D.2. The LWA-led team will provide as-needed technical support to the City in reviewing any changes to the report format based on the forthcoming Report of Waste Discharge or comments from the Regional Water Board, and then compiling and reviewing the draft report as an attachment to the annual report.

The City is required to submit as part of its Nine Minimum Controls Annual Progress Report that is due on January 30th of each year, a summary of existing monitoring data and an evaluation of the efficacy of CSO controls (including pollution prevention efforts) to minimize and/or prevent impacts from CSOs. LWA will prepare a summary of existing monitoring data and estimate the load of key constituents removed by CSO controls. If necessary, the City is required to propose revisions to the CSO control program (including the Nine Minimum Controls) to improve the efficiency and effectiveness of controls.

LWA will prepare the following report sections by December 18, 2017:

- C. Review and modify the pretreatment program
- D. Maximize flow to the POTW Treatment Plant

I. Monitoring to characterize CSO impacts and efficacy of CSO controls

LWA will review all existing sections or items prepared by the City and provide comments on suggested language or additional analysis.

LWA will assist the City in preparation of the FY2016-17 annual report due January 30, 2018. LWA will provide technical and coordination support to assist in the preparation of the report. LWA duties may include but not limited to the following: review of any report language or analysis and suggested edits, as-needed assistance in preparation of materials not covered under other Scope-of-Services items, attendance at meetings specific to the annual report preparation, and preparation of responses to comments from the Regional Water Board.

If the City has any untreated discharges in 2016-2017, an “Untreated Discharge Evaluation Report” as described in the NPDES permit Attachment E Section X.B.7.d. is required. If necessary, LWA will prepare this report and submit along with the event-specific monthly reporting (self monitoring report).

LWA will provide the draft upload of annual data to CIWQS by December 30, 2017. “Annual” data refers to the samples collected once per year when a discharge occurs.

Task 2.3 Regulatory Reporting and Compliance

LWA will provide as-needed support to respond to regulatory reporting requests or other evaluations including but not limited to responses to notices of violation, data requests from regulators and other parties, interpretation and assessment of modeling performed by others, and as-needed review of online reports in CIWQS, Total Maximum Daily Load (TMDL) data requests or other. It is assumed that the level of effort will not exceed the budgeted amount unless funds are reallocated from other tasks.

TASK 3 CSS PERFORMANCE

LWA has previously provided support in reviewing modeling in support of the Long Term Control Plan (LTCP), and has prepared the Plan of Operations. The LWA team will provide engineering and technical support as requested by the City to prepare necessary updates, which may include but are not limited to the following – updates to the LTCP, updates to the Plan of Operations, and others.

Task 3.1 CSS Model and Support for LTCP Update

The permit requires an update to the Long Term Control Plan (LTCP) by June 1, 2018. As directed by the City, LWA will review model outputs and reports prepared by other consultants to support the LTCP and evaluate the sufficiency of the analysis of water quality impacts. LWA will provide summary comments and recommendations for additional analysis or modified approaches necessary to comply with the NPDES permit or at the request of the Regional Water Board. LWA will attend up to three meetings with the City and Regional Water Board to discuss the content of the LTCP Update in regards to water quality. LWA and team partner Stantec/MWH will provide as needed engineering support to evaluate the water quality components of CSS operational optimization and proposed LTCP projects. LWA will prepare sections of the LTCP, and review drafts of the LTCP, as needed by the City.

Task 3.2 Plan of Operations Updates and Operations Optimization Support

Plan of Operations Updates

LWA prepared a Plan of Operations in 2012 under direction of City staff. Annually the Plan of Operations is reviewed by the City to incorporate any changes in operations or procedures. This task includes as-needed engineering support to assist the City resolve operational issues within the CSS or perform more detailed technical updates necessary to comply with the permit.

Operations Optimization

Initial Information Collection and Review - Consultant will review current operational and background information on the City of Sacramento's Combined Sewer System (CSS). This task will support the development of potential technical solutions to improve the CSS operation. These tasks can include, but are not limited to, audits and/or updates of specific operating procedures, assessment of control strategies, flow/storage management, integration rainfall intensity/duration into operational strategies, review and recommendations for operational testing and monitoring needs, etc. These technical assessments will be initiated and authorized on a task by task basis by the contract manager in collaboration with operations staff.

Upon task initiation, Stantec/MWH, LWA, and the City will meet to discuss the proposed task for development of scope, information needs, and anticipated level of effort.

Based on the information collected in the initial step, Consultant will prepare a Technical Memorandum summarizing the proposed technical solutions for system optimization including descriptions, conceptual schematics/figures, and applicability to the City's CSS. This task will include two (2) meetings with Stantec/MWH, LWA and the City for input to and review of the Technical Memorandum. This task will also include coordination and scoping activities for future efforts previously recommended and requested by the City. Alternatively, one or both of the meetings may involve Consultant participation in interviews with the City's operations staff. One (1) draft Technical Memorandum will be provided within six (6) weeks of notice to proceed on this task, and upon receipt of all requested information. Review period for the City is estimated at three (3) weeks. The final Technical Memorandum will be submitted within two (2) weeks of receipt of all review comments. Scope, schedule, and budget for future tasks will be provided within three (3) weeks of scope request and completion of Final Technical Memorandum.

Feasibility Study Work Plan

Scoping for this task will occur during the previous step, based on the Technical Memorandum and the review meeting with the City and may only be completed if funds are available from other tasks and as directed by the City. The feasibility study may include development and evaluation of optimization alternatives, layouts, and preliminary cost estimates. The schedule for this effort will be determined in as part of the previous task and as mutually agreed upon by the City and Consultant. The intent of this effort is to develop a proposed work plan for future efforts.

TASK 4 SANITARY SEWER OVERFLOW SAMPLE COLLECTION AND ANALYSIS

LWA will provide as-needed monitoring and regulatory support of the City's sanitary sewer overflow (SSO) program based on the 2013 amendment to the General Order Waste Discharge Requirements (WDR, Order No. WQ 2013-0058-EXEC). LWA previously developed the

Sampling and Analysis Plan (SAP) for this response effort and will provide as-needed monitoring assistance, City staff training, and support. LWA will not act as a safety officer for the City as City staff must adhere to City protocols.

Task 4.1 SSO Regulatory Support

LWA will provide as needed regulatory support related to reporting and other communication with the State Water Resources Control Board, the Regional Water Board, and other parties.

Task 4.2 SSO Field Support

When requested by the City, LWA will review and prepare recommendations on the City sampling plan documents. LWA will provide as needed sample collection support including field staff or office support when notified by the City, and will prepare a sampling kit for City field crews. In addition, LWA will provide a training session on sampling procedures for City staff when requested by the City. The budget estimate assumes minor updates to the SAP, one City staff training, on-call phone support, and two field visits to support City staff sample collection efforts, including sample analysis.

TASK 5 DELTA METHYLMERCURY TMDL SUPPORT

The City CSS has a wasteload allocation for all discharges in the final Delta Methylmercury Total Maximum Daily Load (TMDL). While the City can meet the wasteload allocation in years with a low to average number discharge events, compliance in years with larger discharge volumes may require development of methylmercury control measures. While the TMDL Phase 1 assessment is currently underway, the City submitted a Control Study Work Plan to the Regional Water Board in April 2013 and initiated sampling in the spring and summer of 2013. The proposed study includes collection of influent samples, solids bench testing, and assessments of collection system "hot spots". A progress report was submitted in October 2015. That report included recommendations for additional activities, as necessary, prior to a final study report that is due October 2018. The level of effort in FY2016-17 is expected to include further characterization of methylmercury in the influent, effluent, solids, and evaluation of key factors that inhibit or amplify methylation of mercury within the CSS. It is expected that modeling to evaluate the benefit of the LTCP volume reductions will be performed by another consultant in 2016-17, and that model results can be used with some interpretation to meet the requirements of Study Objective No. 2. **Deliverable: Progress report for SO-1, summarizing the evaluation of bench test results, collection system solids results, and influent/effluent results drafted by October 1, 2017, due to the Regional Board by October 20, 2018 (from October 2015 Progress Report Schedule).**

Task 5.1 Mercury Sample Collection and Analysis

LWA will collect or coordinate collection with City staff of additional influent and effluent samples to support Regional Water Board implementation of Phase 1 of the Delta Methylmercury TMDL. The additional sample collection is intended to better characterize influent and effluent loads. Samples will only be collected as funds remain and if collection of other NPDES permit requirements can already be assured.

In the October 2015 Progress Report to the Regional Water Board the City stated that samples would be collected for two additional events for influent and effluent microsampling over the

duration of major storm event (where >0.75 inches is predicted), and would then evaluate the sampling strategy for future events to determine whether composite samples are necessary to characterize influent and/or effluent methylmercury concentrations. One event was conducted during FY2015-16, so one additional major storm will be targeted during FY2016-17 for the collection of multiple influent and effluent microsamples (up to approximately 32 samples total). During this event, TSS will be evaluated along with MeHg, and FDOM measurements will be performed, to evaluate whether TSS or FDOM may be used as a surrogate for MeHg. Upon evaluating the results from this event, LWA will coordinate with the City to develop a recommended sampling approach to evaluate MeHg in the influent and effluent during future events.

An additional sediment sampling event and bucket test may be performed during FY2016-17 by LWA and the contract laboratory if it is necessary based on forthcoming findings. LWA will also coordinate collection of any collection system sediment samples if the City identifies hot-spots and requests assistance. LWA will coordinate with the laboratory team partners in the analysis and reporting of results.

LWA will prepare a draft and final progress report to submit to the Regional Water Board summarizing the efforts since the October 2015 Progress Report and the approach and schedule for any remaining items.

Task 5.2 Attend Meetings with Regional Water Board and CVCWA

At the direction of the City, LWA will attend up to three meetings with the Regional Water Board or CVCWA regarding TMDL Phase 1 activities and progress.

TASK 6 DELTA AND REGULATORY EXPERTISE

Delta water quality is a critical resource to California as a major drinking water supply, agricultural supply, and wildlife habitat. This level of interest is expected to increase in the coming years with increasing resource demands, major proposed infrastructure changes such as the California Water Fix and California EcoRestore (formerly BDCP), and land use and "conservation project" planning as described in the Delta Plan. Sacramento and San Joaquin River Delta dischargers face increasing regulatory pressures, even in cases where those discharges may not cause significant impacts or are a benefit to the community and receiving water. LWA will provide general tracking support for a wide range of Sacramento and San Joaquin River Delta policy, planning, and implementation activities.

Task 6.1 Regulatory Issue Support

The Regional Water Board and State Board have several regulatory initiatives that may directly or indirectly impact the City's CSS permit through new Policy, Basin Plan amendments, or Section 13267 monitoring requirements. LWA will track such initiatives and alert the City to stakeholder opportunities, provide as-directed participation, including requested technical evaluations or meeting attendance.

CVCWA Toxicity, Contaminants of Emerging Concern, Nutrients, Delta, and Other Committees

LWA will attend CVCWA Delta, Toxicity, or other meetings on behalf of the City to gather information and coordinate commenting on issues related to the City CSS. This includes up to

three of the monthly meetings in person or via teleconference. Additional meetings may be attended if time is combined with other client representation (e.g., Sacramento Stormwater Quality Partnership).

California WaterFix, Delta initiatives, and Statewide Policy

LWA will prepare comments specific to the City CSS for the Delta initiatives expected to be drafted for public review in FY2016-17, including the California WaterFix versions and amendments, TMDLs, Delta nutrient objective development, and other policies. LWA will provide technical as-needed review of City-prepared or other partner (e.g., Regional Water Agency) comments or contribute comments on water quality related items.

LWA tracks all statewide activities and prepares summaries for clients of issues that may affect them (e.g., State Toxicity Policy, TMDLs, Statewide Bacteria Policy, etc.). LWA will prepare as needed summary of the issues potentially affecting the City CSS and will also provide as-needed information to the City or as-needed representation at policy development or stakeholder meetings.

Task 6.2 Participate in Delta Regional Monitoring Program Pathogen Study

The City and LWA have contributed time and resources to the Delta Regional Monitoring Program (RMP) Pathogen Subcommittee that is implementing the Basin Plan Amendment and Central Valley Drinking Water Policy Workgroup recommendation to include a study of sources, fate and transport, and general pathogen assessments. The objective of the study is to develop baseline information that can be used if future conditions trigger follow-up action by the Regional Water Board. LWA will participate on behalf of the City and in coordination with the Sacramento Stormwater Quality Partnership to represent the City's "wet weather" discharge interests in implementing this study. Participation in the Pathogen Study was included in the ROWD as a follow-up activity to address the CSS as a potential source of *Cryptosporidium* and *Giardia*. Under the current permit, the City is allowed to participate in the RMP in lieu of conducting receiving water monitoring.

Study implementation began in April 2015 and is expected to continue through March 2017. During FY2016-17, LWA will continue to coordinate the monitoring efforts conducted for the study. LWA will assist in assessing the data collected under the study, and will work with the RMP Technical Advisory Committee (TAC) to adaptively manage the study implementation and to prepare a final study report. LWA will assist in FY2016-17 to develop the final report outline.

Task 6.3 Attend Delta RMP Technical Advisory, Regulated Entity, and Steering Committee Meetings

LWA will attend Delta RMP TAC and Steering Committee meetings on behalf of the City and in coordination with the Sacramento Stormwater Quality Partnership to gather information and represent the City's interests for the CSS. This includes up to six TAC and four Steering Committee meetings in person or via teleconference. LWA will assist in the facilitation of the regulated entity meetings scheduled before the quarterly Steering Committee meetings. It is expected that these efforts will be split with multiple external entities (e.g., Sacramento Stormwater Quality Partnership and Regional San).

TASK 7 PROJECT COORDINATION

LWA will ensure that the City has access to requested staff and around-the-clock wet weather support for the duration of the project.

Task 7.1 Project Coordination

LWA will coordinate staff and subcontracted laboratories to ensure timely delivery of high quality work products. LWA will provide project status reporting and track budget and deliverable submittals.

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

The LWA Project Manager and task leads, as necessary, will lead and attend progress meetings every other month or as requested by the City. LWA will prepare an agenda and distribute to City in advance of each scheduled progress meeting.

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

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

NOTES TO SCOPE OF SERVICES

- The period during which the LWA and Consulting Team services described herein will be performed is approximately from September 2016 through January 2018. However, upon mutual consent of City of Sacramento and LWA, some activities may extend beyond this time period.
- Contractor shall provide the City with electronic copies of all work products and data files.
- Contractor shall not make public information releases or otherwise publish/release any information obtained or produced by it as a result of, or in connection with, the performance of services under this Scope of Work without the prior written authorization from City's contract manager.
- Remaining budget from FY2016-17 may be utilized for assignments continuing in FY2017-18.

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 \$ 389,085.
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
1395 35th Ave, Sacramento, CA 95822
Phone: (916) 808-5390 Fax: (916) 808-1497

Attn: Kyle Ericson

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

Attachment 1 to Exhibit B

2016-17 City of Sacramento Combined Sewer System Monitoring and Regulatory Support
Larry Walker Associates Budget

Task	Description	Vice President	Senior Eng/Sci	Project Eng/Sci 2B	Project Eng/Sci 2A	Project Eng/Sci 1B	Project Eng/Sci 1A	Lab Costs[1]	Other Direct Costs	TOTALS [1]
Water Quality Monitoring Support										
1.1	Pre-season Sampling Preparations	4	0	40	0	24	40	\$ -	\$ 120	\$ 18,640
1.2	Inter-Event Preparations	8	0	40	0	40	24	\$ -	\$ 5,240	\$ 25,080
1.3	Sample collection	8	0	16	0	24	24	\$ 51,330	\$ 1,150	\$ 65,080
	Sub TOTAL LABOR HOURS	20	0	96	0	88	88			
	Sub TOTAL COSTS							\$ 51,330	\$ 6,510	\$ 108,800
Regulatory Reporting										
2.1	Data Compilation and Reporting	12	0	64	0	64	100	\$ -	\$ -	\$ 40,460
2.2	FY 2016-17 Annual Report Assistance	4	0	40	0	40	40	\$ -	\$ -	\$ 21,080
2.3	Regulatory Reporting and Compliance	32	0	40	0	8	8	\$ -	\$ 80	\$ 18,960
	Sub TOTAL LABOR HOURS	48	0	144	0	112	148	\$ -	\$ -	
	Sub TOTAL COSTS							\$ -	\$ 80	\$ 80,500
CSS Performance										
3.1	CSS Model and Support for LTCP Update	12	0	40	0	0	0	\$ -	\$ -	\$ 11,100
3.2	Plan of Operations Updates	8	12	24	0	0	16	\$ -	\$ 31,797	\$ 43,597
	Sub TOTAL LABOR HOURS	20	12	64	0	0	16			
	Sub TOTAL COSTS							\$ -	\$ 31,857	\$ 54,697
Sanitary Sewer Overflow Sample Collection and Analysis										
4.1	SSO Regulatory Support	16	0	24	0	0	24	\$ -	\$ 50	\$ 12,530
4.2	SSO Field Support	4	0	16	0	0	24	\$ 2,000	\$ 140	\$ 9,820
	Sub TOTAL LABOR HOURS	20	0	40	0	0	48			
	Sub TOTAL COSTS							\$ 2,000	\$ 190	\$ 22,350
Delta Methylmercury TMDL Support										
5.1	Mercury Sample Collection and Analysis	16	0	64	16	24	24	\$ 12,398	\$ 120	\$ 39,438
5.2	Attend Meetings with Regional Water Board and CVCWA	8	0	8	0	0	12	\$ -	\$ 120	\$ 5,580
	Sub TOTAL LABOR HOURS	24	0	72	16	24	36			
	Sub TOTAL COSTS							\$ 12,398	\$ 240	\$ 45,018

2016-17 City of Sacramento Combined Sewer System Monitoring and Regulatory Support
Larry Walker Associates Budget

		Delta and Regulatory Expertise										
6.1	Regulatory Issue Support	60	0	28	0	0	0	0	0	140	\$	21,800
	Participate in Delta Regional											
6.2	Monitoring Program Pathogen Study	24	0	64	0	0	0	0	0	120	\$	19,080
	Attend Delta RMP Technical											
6.3	Advisory, Regulated Entity, and Steering Committee Meetings	16	0	12	0	0	0	0	0	60	\$	6,720
	Sub TOTAL LABOR HOURS	100	0	104	0	0	0	0	0			
	Sub TOTAL COSTS									320	\$	47,600
Project Coordination												
7.1	Project Coordination and Planning	40	0	40	0	72	0	0	0	-	\$	30,120
	Sub TOTAL LABOR HOURS	40	0	40	0	72	0	0	0			
	Sub TOTAL COSTS									-	\$	30,120
TOTAL LABOR HOURS		272	12	560	16	296	336					
TOTAL COSTS										65,729	\$	389,085

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

LARRY WALKER ASSOCIATES

Rate Schedule Effective July 1, 2016 – June 30, 2017

PERSONNEL	Rate \$/Hour	REIMBURSABLE COSTS
<i>Administrative</i>	\$ 80	Travel:
<i>Technical Assistant</i>	\$ 90	Local mileage
<i>Contract Administrator</i>	\$145	Transportation
<i>Project Staff I-B</i>	\$140	Auto rental
<i>Project Staff I-A</i>	\$160	Fares
<i>Project Staff II-B</i>	\$175	Room
<i>Project Staff II-A</i>	\$195	Subsistence ⁽¹⁾
<i>Senior Staff</i>	\$220	
<i>Associate</i>	\$245	
<i>Vice President</i>	\$270	
<i>President</i>	\$295	

Current IRS rate
Actual expense
Actual commercial rate
Actual expense
Actual expense
\$48 per day

The rate for each meal as follows: ⁽¹⁾

Breakfast	\$ 9
Lunch	\$13
Dinner	\$21
Incidentals	\$ 5

Report Reproduction and Copying:

Actual expense	
Black and white copy, in-house	\$0.08
Color copy, in-house	\$0.89
Binding, in-house	\$1.95

Special Postage and Express Mail:
Actual expense

Other Direct Costs:
Actual expense

Daily Equipment Rental Rates:

All single parameter field meters	
(pH, EC, D.O., Turbidity)	\$25 each
Multi-parameter field meters	\$35
Peristaltic Sampling Pump	\$35
Professional grade GPS unit	\$25
Digital Flow Meter	\$45
Digital Fluorometer	\$45
Multi-parameter Data Sonde	
(with telemetry)	
- first day	\$200
- each additional day	\$ 40

Subcontractors:
Actual expense plus 10% fee

Note: ⁽¹⁾ Charged when overnight lodging is required.

Table 1 – Standard Hourly Rates and Other Direct Costs (Valid through March 2017*)

MWH Global Co.	Classification	Rate
MWH Americas	Principal Professional I	\$326 per hour
MWH Americas	Principal Professional II	\$265 per hour
MWH Americas	Principal Professional III	\$245 per hour
MWH Americas	Supervising Professional I	\$225 per hour
MWH Americas	Supervising Professional II	\$190 per hour
MWH Americas	Senior Professional I	\$165 per hour
MWH Americas	Senior Professional II	\$143 per hour
MWH Americas	Professional	\$132 per hour
MWH Americas	Associate Professional	\$110 per hour
MWH Americas	Engineering Assistant	\$93 per hour
MWH Americas	Senior Designer	\$121 per hour
MWH Americas	Designer	\$99 per hour
MWH Americas	Principal Administrator	\$132 per hour
MWH Americas	Supervising Administrator	\$115 per hour
MWH Americas	Senior Administrator	\$103 per hour
MWH Americas	Administrator	\$93 per hour
MWH Americas	Secretary	\$82 per hour
MWH India (Rnet)**	Senior Engineer	\$115 per hour
MWH India (Rnet)**	Engineer/Designer	\$99 per hour
MWH India (Rnet)**	Project Controls Specialist	\$93 per hour

APC Rate - Associated Project Cost	\$12.50 per hour.
ODC Markup - Other Direct Costs/Reimbursable Expenses (excluding APC)	10%
Subcontract Markup - Labor and Reimbursable Expenses	10%
Vehicle Mileage - Reimbursable Expense (when authorized and if not excluded)	IRS Rate

*Rates are subject to a 3% escalation effective April 1 of each subsequent year.

**In the performance of these services, MWH Americas may use personnel and other resources from affiliated MWH companies, including MWH India (Rnet). The personnel from MWH affiliated companies will be billed at the hourly rates provided on this schedule. Reimbursable expenses, when authorized, consist of travel, housing and accommodations, mileage, leases, equipment, materials, and similar categories; except for those specific exclusions identified in Attachment 1 to Exhibit A.

Name	Company	Classification	Role	Rate
Art Hamid	MWHA	Principal Professional I	Senior Technical Advisor	\$326.00
Steve Hyland	MWHA	Principal Professional II	Technical Advisor	\$265.00
Jeff Pelletier	MWHA	Principal Professional III	Technical Lead	\$245.00
Stephen Robinson	MWHA	Supervising Professional II	Technical Lead	\$190.00
Melanie Holmer	MWHA	Supervising Professional II	Task Lead	\$190.00

Pacific Ecorisk Sacramento CSS Billing Rates

Staff/Position	2016-17 Hourly Rate
Principal	\$218.00
Program Manager	\$202.00
Project Manager	\$155.00
Senior Scientist	\$139.00
Scientist	\$109.00
Administrative Assistant	\$73.00
Technician	\$75.00

Testing	2016-17 Rate (ea.)
Acute Fathead Minnow	\$584.00

EXHIBIT C

PROFESSIONAL SERVICES AGREEMENT

FACILITIES AND EQUIPMENT TO BE PROVIDED BY CITY

CITY shall [*check one*]

Not furnish any facilities or equipment for this Agreement;

or

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

EXHIBIT D

PROFESSIONAL SERVICES AGREEMENT

GENERAL PROVISIONS

1. Independent Contractor.

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

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

2. **Licenses; Permits, Etc.** CONTRACTOR represents and warrants that CONTRACTOR has all licenses, permits, City Business Operations Tax Certificate, qualifications, and approvals of whatsoever nature that are legally required for CONTRACTOR to practice its profession or provide any services under the Agreement. CONTRACTOR represents and warrants that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for CONTRACTOR to practice its profession or provide such Services. Without limiting the generality of the foregoing, if CONTRACTOR is an out-of-state corporation, CONTRACTOR warrants and represents that it possesses a valid certificate of qualification to transact business in the State of California issued by the California Secretary of State pursuant to Section 2105 of the California Corporations Code.
3. **Time.** CONTRACTOR shall devote such time and effort to the performance of Services pursuant to this Agreement as is necessary for the satisfactory and timely performance of CONTRACTOR's obligations under this Agreement. Neither party shall be considered in default of this Agreement, to the extent that party's performance is prevented or delayed by any cause, present or future, that is beyond the reasonable control of that party.
4. **CONTRACTOR Not Agent.** Except as CITY may specify in writing, CONTRACTOR and CONTRACTOR's personnel shall have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. CONTRACTOR and CONTRACTOR's personnel shall have no authority, express or implied, to bind CITY to any obligations whatsoever.
5. **Conflicts of Interest.** CONTRACTOR covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, that would conflict in any manner with the interests of CITY or that would in any way hinder CONTRACTOR's performance of Services under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor, without the written consent of CITY. CONTRACTOR agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the interests of CITY at all times during the performance of this Agreement. If CONTRACTOR is or employs a former officer or employee of the CITY, CONTRACTOR and any such employee(s) shall comply with the provisions of Sacramento City Code Section 2.16.090 pertaining to appearances before the City Council or any CITY department, board, commission or committee.
6. **Confidentiality of CITY Information.** During performance of this Agreement, CONTRACTOR may gain access to and use CITY information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "City Information") that are valuable, special and unique assets of the CITY. CONTRACTOR agrees to protect all City Information and treat it as strictly confidential, and further agrees that CONTRACTOR shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party without the prior written consent of CITY. In addition, CONTRACTOR shall comply with all CITY policies governing the use of the CITY network and technology systems, as set forth in applicable provisions of the City of Sacramento Administrative Policy Instructions # 30. A

violation by CONTRACTOR of this Section 6 shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

7. CONTRACTOR Information.

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

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

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

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

10. **Indemnity.**

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

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

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

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

A. Minimum Scope & Limits of Insurance Coverage

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

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

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

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

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

- (3) Excess Insurance: The minimum limits of insurance required above may be satisfied by a combination of primary and umbrella or excess insurance coverage; provided that any umbrella or excess insurance shall contain, or be endorsed to contain, a provision that it shall apply on a primary basis for the benefit of the CITY, and any insurance or self-insurance maintained by CITY, its officials, employees, or volunteers shall be in excess of such umbrella or excess coverage and shall not contribute with it.

- (4) 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)

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

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

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

B. Additional Insured Coverage

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

C. Other Insurance Provisions

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

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

D. Acceptability of Insurance

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

E. Verification of Coverage

- (1) CONTRACTOR shall furnish CITY with certificates and required endorsements evidencing the insurance required. The certificates and endorsements shall be forwarded to the CITY, representative named in Exhibit A. Copies of policies shall be delivered to the CITY on demand. Certificates of insurance shall be signed by an authorized representative of the insurance carrier.
- (2) For all insurance policy renewals during the term of this Agreement, CONTRACTOR shall send insurance certificates reflecting the policy renewals directly to:

City of Sacramento
c/o EXIGIS LLC
P.O. Box 4668 ECM- #35050
New York, NY 10168-4668

Insurance certificates also may be faxed to (888) 355-3599 , or e-mailed to:
certificates-sacramento@riskworks.com

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

F. Subcontractors

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

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

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

equipment, each potential subcontractor or supplier shall be notified by CONTRACTOR of CONTRACTOR's obligation under this Agreement and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation.

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

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

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

EXHIBIT E

REQUIREMENTS OF THE NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

INTRODUCTION

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

APPLICATION

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

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

DEFINITIONS

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

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

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

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

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

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

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

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

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

EMPLOYER COMPLIANCE CERTIFICATE AND NOTICE REQUIREMENTS

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

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

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

Attachment A



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

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

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

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

The included employee benefits are:

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

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

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

You May . . .

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

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

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

Attachment B



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

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

The included employee benefits are:

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

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

You May . . .

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

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

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

Discrimination and Retaliation Prohibited.

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

You May Also . . .

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

EXHIBIT F

PROFESSIONAL SERVICES AGREEMENT

ADDITIONAL REQUIREMENTS FOR SURVEYING, MATERIAL TESTING, AND INSPECTION SERVICES

Land surveying, material testing, and inspection services provided for a City construction project during the design, pre-construction, construction, or post-construction phases of the project constitute "public works" under California Labor Code section 1720 *et seq.*, and are subject to the requirements of Chapter 1 of Part 7 of Division 2 of the Labor Code and its implementing regulations set forth in Title 8 of the California Code of Regulations. If this Agreement includes any of these services (hereafter collectively referred to as "Public Work"), the Contractor and any subcontractor or subconsultant performing any Public Work shall comply with all applicable requirements of the California Labor Code and the Sacramento City Code, including the following requirements:

1. **Workers' Compensation Certification.** If this Agreement is for the performance of any Public Work, in accordance with California Labor Code section 1861 the Contractor shall sign the following certification:

I am aware of the provisions of section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Contractor Signature

2. **DIR Registration.** California Labor Code section 1725.5 requires the Contractor and any subcontractor or subconsultant performing any Public Work under this Agreement to be currently registered with the California Department of Industrial Relations (DIR), as specified in Labor Code section 1725.5. Labor Code section 1771.1 provides that a contractor or subcontractor/subconsultant shall not be qualified to engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Labor Code section 1725.5.

To be completed by the City Representative if this Agreement is for the performance of any Public Work:

Contractor DIR registration #: _____

Prior to the performance of Public Work by any subcontractor or subconsultant under this Agreement, Contractor shall furnish City the subcontractor or subconsultant's current DIR registration number.

3. **Payment of Prevailing Wages.** If this Agreement is for the performance of any Public Work, and the amount of the Agreement is more than \$25,000, Contractor and any subcontractor or subconsultant performing any Public Work shall comply with the provisions of Sacramento City Code section 3.60.180 and applicable provisions of California Labor Code section 1770 *et seq.*, which require, among other things, that the Contractor and subcontractor(s)/subconsultant(s) pay not less than the prevailing rate of wages for Public Work, as determined by the Director of the California DIR pursuant to Labor Code section 1773. For any Public Work performed under this Agreement, Contractor and every subcontractor or subconsultant shall maintain payroll records and submit certified payroll records and other labor compliance documentation electronically to City staff when and as required by City. In addition, Labor Code section 1771.4 requires the Contractor and any subcontractor or subconsultant performing any Public Work to furnish electronic payroll records directly to the Labor Commissioner.

This Agreement is subject to compliance monitoring and enforcement by the California Department of Industrial Relations, as specified in Labor Code section 1771.4. The Contractor and any subcontractor or subconsultant performing Public Work will be subject to withholding and penalties for violation of prevailing wage requirements in accordance with applicable law, including Labor Code sections 1726, 1741, 1771.5, and 1775, and City Code section 3.60.180. Questions regarding the City's Labor Compliance Program should be directed to the contracts staff for the City Department issuing this Agreement.

4. **Apprentices.** If this Agreement is for the performance of any Public Work, and the amount of the Agreement is \$30,000 or more, the Contractor and any subcontractor or subconsultant performing any Public Work under this Agreement shall comply with Sacramento City Code section 3.60.190, section 1777.5 *et seq.* of the California Labor Code, and implementing regulations set forth in Title 8 of the California Code of Regulations, governing the employment of apprentices. The Contractor and any subcontractor or subconsultant performing Public Work will be subject to penalties for apprenticeship violations in accordance with Labor Code section 1777.7.
5. **Working Hours.** If this Agreement is for the performance of any Public Work, Contractor and any subcontractor or subconsultant performing any Public Work shall comply with, and be subject to enforcement under, the provisions of Sacramento City Code section 3.60.180 and California Labor Code section 1810 *et seq.*, governing the working hours of employees performing Public Work.
6. **Subcontractors.** The Contractor shall include these provisions in every subcontract or subagreement for every lower-tier subcontractor or subconsultant performing Public Work under this Agreement.

ACORD™

Client#: 422

LARRYWALK

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/11/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

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

PRODUCER: Dealey, Renton & Associates, P.O. Box 12675, Oakland, CA 94604-2675, 510 465-3090. CONTACT NAME: Doris Chambers, PHONE: 510 465-3090, FAX: 510 452-2193, E-MAIL ADDRESS: dchambers@dealeyrenton.com. INSURER(S) AFFORDING COVERAGE: Travelers Indemnity Co. of Conn (25682), Travelers Property Casualty Co (25674), American Automobile Ins. Co. (21849), Greenwich Insurance Company (22322).

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSR, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liability, Workers Compensation, and Professional Liability.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) GENERAL LIABILITY POLICY EXCLUDES CLAIMS ARISING OUT OF THE PERFORMANCE OF PROFESSIONAL SERVICES. REF: Project Name/Number: Combined Sewer System Regulatory Compliance Support, Agreement No. 2013-0898, PO #14120600-22598, LWA Project No. 159.46. City of Sacramento, its officers, employees, and volunteers are named as Additional Insured to General and Auto Liability per policy form working.

CERTIFICATE HOLDER: City of Sacramento, c/o EXIGIS LLC, P.O. Box 4668 ECM- #35050, New York, NY 10168-4668. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: [Signature]

POLICY NUMBER: 6803C998380

COMMERCIAL GENERAL LIABILITY
ISSUE DATE: 04/01/2016

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

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

SCHEDULE

NAME OF PERSON(S) OR ORGANIZATION(S): City of Sacramento
c/o EXIGIS LLC
P.O. Box 4668 ECM- #35050
New York, NY 10168-4668

PROJECT/LOCATION OF COVERED OPERATIONS:

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

PROVISIONS

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

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

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

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

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

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

B. The following is added to Paragraph a. of 4. Other Insurance in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):
However, if you specifically agree in a contract or agreement requiring insurance that, for the additional insured shown in the Schedule, the insurance provided to that additional insured under this

COMMERCIAL GENERAL LIABILITY

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

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

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

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

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

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

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

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

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

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

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

Endorsement effective 04/01/2016	
Named Insured Larry Walker Associates, Inc.	Countersigned by <i>Michelle C...</i>

(Authorized Representative)

SCHEDULE

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

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

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

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

Insured: Larry Walker Associates, Inc.
Policy Number: WZP81031046
Effective Date: 04/01/2016

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

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

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

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

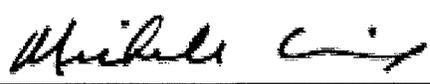
SCHEDULE

Person or Organization

Job Description

City of Sacramento
c/o EXIGIS LLC
P.O. Box 4668 ECM- #35050
New York, NY 10168-4668

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

Countersigned by 
Authorized Representative

MUST BE POSTED IN CONSPICUOUS PLACE

CITY OF SACRAMENTO

139654

139654

BUSINESS OPERATIONS TAX CERTIFICATE

Business Name	LARRY WALKER ASSOCIATES	FROM	TO
Business Address	707 4TH ST 200	Mo. Day Yr.	Mo. Day Yr.
Owner	SUSAN E WALKER, SUSAN E.	01/01/2016	12/31/2016
Type of Business	ENVIRONMTL ENGINEERING CONSULT		Expires
Tax Classification	401		

TOTAL
PAID: \$349.00

LARRY WALKER ASSOCIATES
SUSAN WALKER
707 4TH ST 200
DAVIS, CA 95616

CITY OF SACRAMENTO
VOID
IF NOT
VALIDATED
PAID

THIS STUB MAY BE
FOLDED/DETACHED
BEFORE POSTING

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

MUST BE POSTED IN CONSPICUOUS PLACE



66308

66308

BUSINESS OPERATIONS TAX CERTIFICATE

Business Name	MWH AMERICAS INC.	FROM	TO
Business Address	3321 POWER INN RD 300	Mo. Day Yr.	Mo. Day Yr.
Owner	MONTGOMERY WATSON AMERIC	07/01/2015	06/30/2016
Type of Business	CONSULTING ENGINEERING SERVICE		Expires
Tax Classification	402A		

TOTAL PAID: \$2,821.00

MWH AMERICAS INC.
ATTN: ACCOUNTING DEPT.
7237 CHURCH RANCH BLVD 410
WESTMINSTER, CO 80021

CITY OF SACRAMENTO
VOID
JUNE 2 2015
VALIDATED

THIS STUB MAY BE FOLDED/DETACHED BEFORE POSTING

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

MUST BE POSTED IN CONSPICUOUS PLACE

66308

66308

SACRAMENTO

BUSINESS OPERATIONS TAX CERTIFICATE

Business Name	MWH AMERICAS INC.	FROM	TO
Business Address	3321 POWER INN RD 300	Mo. Day Yr.	Mo. Day Yr.
Owner	MONTGOMERY WATSON AMERIC	07/01/2014	06/30/2015
Type of Business	CONSULTING ENGINEERING SERVICE		Expires
Tax Classification	402A		

TOTAL PAID: \$6,932.00

MWH AMERICAS INC.
ATTN: ACCOUNTING DEPT.
7237 CHURCH RANCH BLVD 410
WESTMINSTER, CO 80021

CITY OF SACRAMENTO

IF NOT
VALIDATED

THIS STUB MAY BE
FOLDED/DETACHED
BEFORE POSTING

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

Request for Taxpayer Identification Number and Certification

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

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

Part I Taxpayer Identification Number (TIN)

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

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

Social security number									
or									
Employer identification number									
9	4	-	2	6	1	0	6	6	8

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ▶ <i>W. P. Benson</i>	Date ▶ January 4, 2016
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General Instructions

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

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

Purpose of Form

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

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

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

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

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

By signing the filled-out form, you:

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

2016 Withholding Exemption Certificate

590

The payee completes this form and submits it to the withholding agent. The withholding agent keeps this form with their records.

Withholding Agent

Name

City of Sacramento

Payee

Name

Larry Walker Associates, Inc.

SSN or ITIN FEIN CA Corp no. CA SOS file no.
9 4 - 2 6 1 0 6 6 8

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

707 4th Street, Suite 200

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

Davis

State	ZIP code
CA	95616

Exemption Reason

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

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

Individuals — Certification of Residency:

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

Corporations:

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

Partnerships or Limited Liability Companies (LLCs):

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

Tax-Exempt Entities:

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

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

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

California Trusts:

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

Estates — Certification of Residency of Deceased Person:

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

Nonmilitary Spouse of a Military Servicemember:

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

CERTIFICATE OF PAYEE: Payee must complete and sign below.

To learn about your privacy rights, how we may use your information, and the consequences for not providing the requested information, go to ftb.ca.gov and search for **privacy notice**. To request this notice by mail, call 800.852.5711.

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

Type or print payee's name and title Michelle Benson, Contract Administrator Telephone (530) 753-6400

Payee's signature ► _____ Date 8/12/16