

File #: 2016-01083

Consent Item 15

Title: **Agreement: FY2016/17 & FY2017/18 Source Water Protection Consultation Services**

Recommendation: Pass a Motion authorizing the City Manager or the City Manager's designee to execute an Agreement with Starr Consulting, to provide Source Water Protection Consultation Services for FY 2016/17 & FY 2017/18, for an amount not-to-exceed \$485,000.

Location: Citywide

Contact: Dan Sherry, Engineering & Water Resources Manager, (916) 808-1419; Sherill Huun, Supervising Engineer, (916) 808-1455; Elissa Callman, Senior Engineer, (916) 808-1424, Department of Utilities

Presenter: None

Department: Department of Utilities

Attachments:

- 1-Description Analysis
- 2-Agreement

Description/Analysis

Issue Detail: Staff recommends Council approve an agreement with Starr Consulting to provide expert consultation services for Fiscal Years (FY) 2016-17 and FY 2017-18 for the City's Sacramento and American River Source Water Protection programs, including several regional projects in partnership with other water utilities. Starr Consulting will provide expert support on various subjects including Aerojet discharges in the lower American River watershed; programs to help ensure protection of the water supply from spills to the rivers and their tributary streams, and agricultural discharges to the Sacramento River; and updates to the City's Drinking Water Quality Incident Response Plan.

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

Completion of the tasks in the agreement is essential to support the following goals in the City's 2035 General Plan:

1. Provide water supply facilities to meet future growth within the City's Place of Use and assure a high-quality and reliable supply of water to existing and future residents.
2. Protect local watersheds, water bodies, and groundwater resources, including creeks, reservoirs, the Sacramento and American Rivers, and their shorelines.

Economic Impacts: None.

Environmental Considerations: The Community Development Department, Environmental Services Manager, has reviewed the proposed agreement and has determined that this is not a project under the provisions of the California Environmental Quality Act (CEQA), CEQA Guidelines Section 15378. The activity is a continuing administrative or maintenance activity and is not subject to CEQA (CEQA Guidelines Section 15060(c)(3)).

Sustainability: Conducting the Sacramento River and American River source water protection programs and updating the City's Drinking Water Quality Incident Response Plan are consistent with the City's Sustainability Master Plan goals of conserving the use and protecting the sources of water.

Commission/Committee Action: Not applicable.

Rationale for Recommendation: Starr Consulting was selected through a Request for Qualifications (RFQ) issued on May 18, 2016. Starr Consulting submitted the only Statement of Qualifications (SOQ) for source water protection consultation services. The City's Project

Manager reviewed the SOQ, and based on their knowledge, expertise, and experience, recommends that Starr Consulting provide the requested services.

Financial Considerations: The agreement pertains to work that will be performed in relation to three distinct programs: the Sacramento River Source Water program (I14520300), the American River Source Water program (I14520400), and the Water Quality Incident Response Plan (Operating Budget 14001371). A portion of the source water program work will be shared with the other participating water utilities according to cost-sharing Memorandums of Understanding (MOUs) (City Agreement No. 2015-1150 and City Agreement No. 2012-0813) approved by the City Council in July 2015 and August 2012, respectively termed the River Source Water Programs. The cost share partners provided documentation agreeing to their agency's cost share for FY 2016-17.

The total not-to-exceed amount for this agreement is \$485,000. The City's share for the source water protection projects and cost for updates to the City's Water Quality Incident Response Plan for FY 2016-17 is a total of \$231,000. There is sufficient funding for each program in the adopted FY 2016-17 budgets. The partner agencies' share of cost for the source water protection projects is \$52,000 and will be invoiced and paid from the Water Reimbursable fund (6205) and is included in the FY 2016-17 adopted budget. The following table provides the cost breakdown and funds for each program:

Project	Fund	Project No. / Operating Budget	FY 2016-17	FY2017-18	2 Year Total
Sacramento River Source Water Project - City	6005	I14520300	\$127,000	\$71,000	\$198,000
Sacramento River Source Water Project - Partner	6205	I14520300	\$35,000	\$35,000	\$70,000
American River Source Water Project - City	6005	I14520400	\$94,000	\$69,000	\$163,000
American River Source Water Project - Partner	6205	I14520400	\$17,000	\$17,000	\$34,000
Update City's Water Quality Incident Response Plan - City Only	6005	14001371	\$10,000	\$10,000	\$20,000
Totals			\$283,000	\$202,000	\$485,000

The balance of the contract approved by this action is associated with FY 2017-18, and will be subject to the availability of sufficient funds in the adopted FY2017-18 budget and confirmed participation by the cost share partners.

There are no General Funds planned or allocated for these projects.

Local Business Enterprise (LBE): Starr Consulting is not a LBE, but has partnered with an LBE, Rincon Consultants, Inc. to meet the minimum LBE participation requirement.

Background: The City of Sacramento has three water sources for its municipal supply: the American River, the Sacramento River, and groundwater. The rivers provide approximately 85 percent of the City's supply, while groundwater provides approximately 15 percent. The City operates two water treatment plants: the E.A. Fairbairn Water Treatment Plant and the Sacramento River Water Treatment Plant. The E.A. Fairbairn Water Treatment Plant takes American River water just downstream of the Howe Avenue Bridge, and the Sacramento River Water Treatment Plant takes a blend of American and Sacramento River water just downstream at the confluence of the American and Sacramento Rivers.

The City partners with the following water utilities to implement proactive source water protection programs to help protect the quality of their Sacramento and Lower American River water supplies: City of West Sacramento, Sacramento County Water Agency, East Bay Municipal Utility District (EBMUD), Woodland-Davis Clean Water Agency (WDCWA), and Carmichael Water District. City of Sacramento staff manages these programs with participation from other water utilities on the Sacramento and Lower American Rivers. Through these programs, the water utilities are involved as stakeholders in the Sacramento River watershed on various issues related to source water quality.

The programs also include conducting or supporting activities to reduce the risk from potential pollutants to the water supply. Expert support is utilized to conduct this work, and much of the work is cost-shared with the partner agencies. Partnering with other local water agencies for some of this work provides efficiency and a regional approach to protecting Lower American River and Sacramento River drinking water quality.

Key activities include the Sacramento River and Lower American River voluntary spill notification programs, in which the water utilities receive notification from upstream agencies of hazardous material spills that have potential to impact the drinking water supply, and information tracking and expert support on topics such as Aerojet discharges in the Lower American River watershed, and the Irrigated Lands Regulatory Program. These activities are conducted as follow-up to the American River and Sacramento River Watershed Sanitary Surveys. The City-only services include expert support for protection of the City's American River and Sacramento River source water quality related to Delta issues. The City-only services also include expert support for updates to the City's water quality incident response plan, which provides enhanced water quality protection of the City's water supply from potential contamination threats.

The proposed Professional Services Agreement includes source water protection consultation services for expert support tracking special topics, collecting and evaluating data/information, preparing technical memoranda and reports, assisting in networking with and gathering information from other stakeholders in the watershed, preparing comment letters, and conducting meetings.

The City's FY 2016-17 and FY 2017-18 budgets are based on the anticipated release of regulatory program documents and permits which vary annually.

The following table summarizes FY 2016-17 and FY 2017-18 source water protection project costs for City and cost share partners, as well as City-only costs for updates to the Water Quality Incident Response Plan:

	FY 2016-17	FY 2017-18	2-year Total
Carmichael Water District	\$6,000	\$6,000	\$12,000
City of Sacramento	\$231,000	\$150,000	\$381,000
City of West Sacramento	\$15,000	\$15,000	\$30,000
EBMUD	\$6,000	\$6,000	\$12,000
Sacramento County Water Agency	\$22,000	\$22,000	\$44,000
WDCWA	\$3,000	\$3,000	\$6,000
Total	\$283,000	\$202,000	\$485,000

PROJECT #: I14520300, I14520400 and Operating Budget 14001371
PROJECT NAME: FY17-FY18 Source Water Protection Consultation Services
DEPARTMENT: Utilities
DIVISION: Engineering and Regulatory Compliance
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

Starr Consulting
20897 Victoria Lane, Colfax, CA 95713
(530) 637-5090/(530) 637-5732 fax/BStarr@usamedia.tv

(“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: _____

Title: _____

For: John F. Shirey, City Manager

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk
Attachments

- Exhibit A Scope of Service
- Exhibit B Fee Schedule/Manner of Payment
- Exhibit C Facilities/Equipment Provided
- Exhibit D General Provisions
- Exhibit E Non-Discrimination in Employee Benefits
- Exhibit F Additional Requirements for Surveying,
Material Testing, and Inspection Services

CONTRACTOR:

Starr Consulting
NAME OF FIRM

005605434
Federal I.D. No.

005605434
State I.D. No.

138719
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:* _____)

Bonny Starr
Signature of Authorized Person

Bonny Starr, Principal
Print Name and Title

Additional Signature (*if required*)

Print Name and Title

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

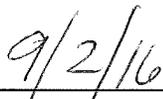
authorized representatives of the City. Contractor also agrees to prominently display a poster informing each employee of these rights.

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

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



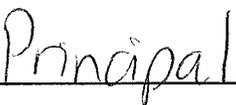
Signature of Authorized Representative



Date



Print Name



Title

EXHIBIT A

PROFESSIONAL SERVICES AGREEMENT

SCOPE OF SERVICES

1. Representatives.

The CITY Representative for this Agreement is:

*Elissa Callman, Senior Engineer
1395 35th Ave, Sacramento, CA 95822
(916) 808-1424/(916) 808-1497 fax/Ecallman@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:

*Bonny Starr/Principal Owner
20897 Victoria Lane, Colfax, CA 95713
(530) 637-5090/(530) 637-5732 Fax/BStarr@usamedia.tv*

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.

ATTACHMENT 1 to Exhibit A

Scope of Work for Starr Consulting FY 2016-17 and 2017-18

Task 1a – Lower American River Voluntary Spill Notification Program (I14520400)

Work to include approximately 66 hours in FY 2016-17 and 66 hours in FY 2017-18, depending on staff utilized for specific work tasks, for planning and implementation of a dry run of the spill notification program, confirmation letters as needed to discharge and emergency response contacts and update of the Lower American River Water Utilities voluntary spill notification phone tree, outreach to selected dischargers, potentially investigating additional notifications from regional entities, on-call services for follow-up to watershed spills, annual review, participate in coordination meetings with emergency response agencies, potentially meet with Division of Drinking Water (DDW) to coordinate on the program, and potentially provide technical support regarding coordination with National Oceanic and Atmospheric Administration {NOAA} River Forecast Center or other resources on River travel time if of mutual benefit to partners; the 66 hours annually comprise the work cost shared by the City of Sacramento, City of West Sacramento, Carmichael Water District, Sacramento County Department of Water Resources, and EBMUD. Services to be provided as schedule and resources allow, upon direction of City project manager.

Task 1b – Sacramento River Voluntary Spill Notification Program (I14520300)

Work to include approximately 66 hours in FY 2016-17 and 66 hours in FY 2017-18, depending on staff utilized for specific work tasks, for preparation and implementation of a presentation and table top exercise for participating water utilities (including addition of next step response discussion), confirmation letters as needed to discharge and emergency response contacts and update of the Sacramento River Water Utilities voluntary spill notification phone tree, outreach to selected dischargers, potentially investigating additional notifications from regional entities, a dry run of the spill notification program, on-call services for follow-up to watershed spills, annual review, participate in coordination meetings with emergency response agencies, potentially meet with DDW to coordinate on the program, and potentially provide technical support regarding coordination with NOAA River Forecast Center or other resources on River travel time if of mutual benefit to partners; the 66 hours annually comprise work cost shared by the City of Sacramento, City of West Sacramento, Sacramento County Department of Water Resources, EBMUD, and WDCWA. Services to be provided as schedule and resources allow, upon direction of City project manager.

Task 1c – American River Voluntary Spill Notification Program – City Support (I14520400)

Work to include approximately 166 hours in FY 2016-17 and 133 hours in FY 2017-18, depending on staff utilized for specific work tasks, for expert technical support to the

City on the voluntary spill notification program on the American River (including coordination with NOAA on river travel time) on an as needed basis, including risk and treatability for various types of potential spills, assistance with follow-up to watershed spills, expert support for operator training, resource development for watershed spill response, or other related work such as preparedness and response to water quality risks and incidents, as schedule and resources allow.

Task 1d – Sacramento River Voluntary Spill Notification Program – City Support (I14520300)

Work to include approximately 166 hours in FY 2016-17 and 100 hours in FY 2017-18, depending on staff utilized for specific work tasks, for expert technical support to the City on the voluntary spill notification program on the Sacramento River (including coordination with NOAA on river travel time) on an as needed basis, including risk and treatability for various types of potential spills, assistance with follow-up to watershed spills, expert support for operator training, resource development for watershed spill response, or other related work such as preparedness and response to water quality risks and incidents, as schedule and resources allow.

Task 1e –Voluntary Spill Notification Program – Freeport Support (I14520300/I14520400)

Work to include approximately 13 hours annually to support the Freeport diversion voluntary spill notification program and related on-call services, as resources allow. This task may also include collaborative efforts with the City of Sacramento on River Travel Time resources of mutual interest, as opportunity and resources allow. The 13 hours annually comprise work cost shared by the Sacramento County Department of Water Resources and EBMUD.

Task 1f – Voluntary Spill Notification Program – WDCWA Support (I14520300)

Work to include approximately 6.5 hours annually to support the WDCWA voluntary spill notification program and related on-call services, as resources allow.

Task 1g – Update City's Water Quality Incident Response Plan (14001371)

Work to include approximately 66 hours annually to assist the City's Water Quality Superintendent to prepare annual updates to the City's Water Quality Incident Response Plan (Plan) if needed, including updating information and additions, as resources allow.

Task 2a – Lower American River Watershed Sanitary Survey Follow-up (I14520400)

Work to include approximately 80 hours in FY 2016-17 and 80 hours in FY 2017-18, depending on staff utilized for specific work tasks, for on-call services for follow-up to the American River Watershed Sanitary Survey 2013 Update and ongoing source water

protection efforts, including possible topics such as prepare a climate change update, track the California Department of Water Resources (DWR) System Reoperation Study or other operational revisions by USACE at Folsom Dam, review CEQANET for Folsom Lake SRA projects and provide support on recreation related topics if opportunities arise, and consider coordinating with the Sacramento Stormwater Quality Partnership to discuss key drinking water issues. The 80 hours annually comprise the work cost shared by the City of Sacramento, Carmichael Water District, and Sacramento County Department of Water Resources. Services to be provided as schedule and resources allow, upon direction of City project manager.

Task 2b – American River/Sacramento River Confluence Technical Support (I14520400)

Work to include approximately 13 hours annually as needed, for follow-up to the American River Watershed Sanitary Survey 2013 Update on source water protection related to recreation or other activities at or upstream of the confluence of the American and Sacramento Rivers downstream of the Carmichael Water District Intake. Services may include technical evaluations, preparation of comments, and expert support for discussions with other agencies and other local stewardship programs; the 13 hours annually comprise work cost shared by the City of Sacramento and Sacramento County Department of Water Resources. Services to be provided as schedule and resources allow, upon direction of City project manager.

Task 2c – American River Source Water Protection (I14520400) – City Support

Work to include approximately 360 hours in FY 2016-17 and 226 hours in FY 2017-18, depending on staff utilized for specific work tasks, for follow-up to the American River Watershed Sanitary Survey 2013 Update and ongoing source water protection efforts. This includes tracking and review of the Remedy for the Western, Perimeter and Boundary Groundwater OUs (Operating Unit) and Proposed Plans for Island/39, Area 40, Eastern, Central, and Cavitt Ranch/Area 41 OUs, providing expert environmental engineering support for follow-up to Aerojet NPDES permit exceedences, coordination on Groundwater Extraction and Treatment (GET) operation and activities, review of Regional Board website for violations, review CAG (Community Advisory Group) meeting minutes, conducting a site visit in FY 2016-17 and/or FY 2017-18, and development of an annual summary memo documenting all activities. Work may include updating the City's Aerojet Fact Sheet and Action Plan and expert support related to the Aerojet stormwater permit. Other work may include general tracking of Regional Board and State Board agenda topics, tracking Regional Board products such as the Drinking Water Policy, the MUN Beneficial Use De-Designation Project, the CVSALTS Program and other revisions of the water quality objectives for secondary MCL constituents, potential SWRCB efforts (such as the Inland Surface Water Plan and CEC Monitoring Program), and USEPA programs (Endocrine Disrupters, Pharmaceuticals, CCL3/4). Work may also include expert environmental engineering and source water protection program support on other lower American River source

water protection topics, as resources allow. Services to be provided as schedule and resources allow, upon direction of City project manager.

\$10,000 is reserved each year for special water quality research and/or evaluations and/or long-term planning to be conducted upon assignment of City contract manager.

Task 3a – Sacramento River Joint Source Water Protection Program – Upstream of George Kristoff WTP Intake (I14520300)

Work to include approximately 26 hours in FY 2016-17 and 26 hours in FY 2017-18 for joint Sacramento River Watershed Sanitary Survey 2015 Update follow-up work and support of ongoing source water protection program efforts. Depending on staff utilized for specific work tasks, for technical support and assistance, as resources allow, for technical expert support related to the Rice Pesticide Program (technical advisor), Irrigated Lands Regulatory Program (ILRP) including the Rice and Sacramento River Watershed Order. Services may include; review of Regional Board ILRP website for EO Decisions or other notices, contacts to other agencies (such as DPR, USEPA, UCCE), data collection and review (possibly related to rangeland or dairy management, tracking SWRCB Agriculture Programs, potentially conducting further evaluation and verification of sources of organic carbon and metals between Verona and WDCWA intake (i.e., the Natomas Cross Canal and RD1000 discharges), potentially coordinating with DWR to encourage inclusion of additional monitoring in existing DWR programs, and other source water protection expert support. If resources are available, this task may be utilized to support source water protection stakeholder input on other regional issues upstream of the Sacramento River water utilities' intakes. The 26 hours annually comprise work cost shared by the City of Sacramento, the City of West Sacramento, Sacramento County Department of Water Resources, and EBMUD. Services to be provided as schedule and resources allow, upon direction of City project manager.

Task 3b – Sacramento River – Additional Joint Program Topics Upstream of George Kristoff WTP Intake (I14520300)

Work to include approximately 200 hours in FY 2016-17 and 200 hours in FY 2017-18, depending on staff utilized for specific work tasks. Work to include additional resources for Task 3a items and other follow-up to the Sacramento River Watershed Sanitary Survey 2015 Update recommendations and ongoing Sacramento River Source Water Protection efforts. These may include follow up on recent source water protection program Pesticide Prioritization Memos, and Pesticide and Organochlorine Pesticide Basin Plan Amendments utilities stakeholder input and tracking potential review and update of FY 2011-12 Pesticide Coordination Memo or other assistance related to the ILRP pesticides monitoring, assistance/technical support in developing comments (such as pesticide registrations), and updates on industrial discharges upstream of the George Kristoff WTP intake such as Empire Mine. Work may include support for preparing stakeholder input on Regional Board projects such as the MUN De-Designation Program, CVSALTS Program and other revisions of the water quality objectives for secondary MCL constituents. Other topics may include other watershed

water quality issues such as recreation. Work may include contacts to regulatory agencies and websites, review of data as needed, and preparation of summaries of findings; the 200 hours annually comprise work cost shared by the City of Sacramento, City of West Sacramento, and Sacramento County Department of Water Resources. Services to be provided as schedule and resources allow, upon direction of City project manager.

Task 3c – Sacramento River – Additional Joint Program Topics – Downstream of George Kristoff WTP Intake (I14520300)

Work to include approximately 13 hours annually. This will focus on McClellan AFB (based on water utility contact in FY 2015-16 and NPDES permit update in FY 2013-2014) and Sterling Caviar. Work may include contacts to regulatory agencies and websites, review of data as needed, and preparation of summaries of findings; the 13 hours annually comprise work cost shared by the City of Sacramento and Sacramento County Department of Water Resources. Services to be provided as schedule and resources allow, upon direction of City project manager.

Task 3d – Sacramento River Source Water Protection (I14520300) – City Support

Work to include approximately 533 hours in FY 2016-17 and 226 hours in FY 2017-18, depending on staff utilized for specific work tasks, for follow-up to the Sacramento River Watershed Sanitary Survey 2015 Update, including expert environmental engineering and source water protection program support for topics including additional support on pesticides issues and other source water protection topics that potentially have the ability to affect source water quality. Work to include additional resources for Task 3a, 3b, and 3c items. Other work may include general tracking of Regional Board and State Board agenda topics, tracking Regional Board products (such as the Drinking Water Policy, the MUN De-Designation Program, CVSALTS Program and other revisions of the water quality objectives for secondary MCL constituents), potential SWRCB efforts (such as the Inland Surface Water Plan and CEC Monitoring Program), or USEPA programs (such as USGS pharmaceutical study, Endocrine Disrupters Screening Program, and CCL3/4 development). Services to be provided as schedule and resources allow, upon direction of City project manager.

\$10,000 is reserved each year for special water quality research and/or evaluations and/or long-term planning to be conducted upon assignment of City contract manager.

Task 4a – Delta Issues – American River Water Quality Protection (I14520400) – City Support

Work to include approximately 53 hours in FY 2016-17 and 53 hours in FY 2017-18, depending on the staff utilized for specific tasks, for expert support for protection of the City's American River source water quality related to Delta issues. Tasks may include review and evaluation of documents related to the Bay Delta Conservation Plan (BDCP) and CA WaterFix, CA EcoRestore, Delta Plan, Delta Science Program, and Folsom

Dam operations. Services to be provided as schedule and resources allow, upon direction of City project manager.

Task 4b – Delta Issues – Sacramento River Water Quality Protection (I14520300) – City Support

Work to include approximately 53 hours in FY 2016-17 and 53 hours in FY 2017-18, depending on staff utilized for specific tasks, for expert support for protection of the City's Sacramento River source water quality related to Delta issues. Tasks may include review and evaluation of documents related to the Bay Delta Conservation Plan (BDCP) and CA Water Fix, CA EcoRestore, Delta Plan, Delta Science Program, and reservoir operations on the Sacramento and Feather Rivers. Services to be provided as schedule and resources allow, upon direction of City project manager.

**Note: Each task incorporates time for Starr Consulting to manage subconsultant work products, as appropriate, and to prepare an annual program summary which will include a summary of the work completed, the key findings, and prioritization of on-going or recommended action items.

KEY PERSONNEL

Bonny Starr will represent Starr Consulting and Leslie Palencia will represent Palencia Consulting Engineers. Both are sole proprietors, as well as principal engineers, of their respective firms. Bonny will serve as the Project Manager and will lead a majority of the projects outlined in this scope and assigned by City staff. Leslie will serve as a technical specialist and will support and lead projects as decided by City staff and Bonny. Leslie will also be available to support City staff in the event of unavailability of Bonny. Both consulting firms can be available to advise and support other projects related to the City's Source Water Protection program.

Rincon Consultants, Inc. will be providing four staff to lead and support technical work potentially related to the spill program, climate change evaluations, Aerojet tracking, and tracking of State Board and Central Valley Regional Board agendas for activities of interest; including Matt Maddox, Craig Huff, Kari Zajac, and Daniela Hamann-Nazaroff. Other Rincon services available as needed to support the source water protection program tasks include hazardous materials assessment, biological resources assessment, pesticide evaluations, and GIS/Graphics development.

SCHEDULE

The period during which the Starr Consulting services described herein will be performed will extend from approximately September 2016 through approximately June 2018. However, upon mutual consent of City and Starr Consulting, some activities may extend beyond this time period.

Notes to Scope of Work

- 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 FY 2016-17 may be utilized for assignments continuing in FY 2017-18.

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 \$ 485,000.
2. **Billable Rates.** CONTRACTOR shall be paid for the performance of Services on an hourly rate, daily rate, flat fee, lump sum or other basis, as set forth in Attachment 1 to Exhibit B, attached hereto and incorporated herein. *[Attach list of billable rates that apply, labeled "Attachment 1 to Exhibit B".]*
3. **CONTRACTOR's Reimbursable Expenses.** Reimbursable Expenses shall be limited to actual expenditures of CONTRACTOR for expenses that are necessary for the proper completion of the Services and shall only be payable if specifically authorized in advance by CITY.
4. **Payments to CONTRACTOR.**
 - A. Payments to CONTRACTOR shall be made within a reasonable time after receipt of CONTRACTOR's invoice, said payments to be made in proportion to services performed or as otherwise specified in Attachment 1 to Exhibit B. CONTRACTOR may request payment on a monthly basis. CONTRACTOR shall be responsible for the cost of supplying all documentation necessary to verify the monthly billings to the satisfaction of CITY.
 - B. All invoices submitted by CONTRACTOR shall contain the following information:
 - (1) Job Name
 - (2) Description of services billed under this invoice, and overall status of project
 - (3) Date of Invoice Issuance
 - (4) Sequential Invoice Number
 - (5) CITY's Purchase Order Number
 - (6) Total Contract Amount
 - (7) Amount of this Invoice (Itemize all Reimbursable Expenses)
 - (8) Total Billed to Date
 - (9) Total Remaining on Contract
 - (10) Updated project schedule. This shall identify those steps that shall be taken to bring the project back on schedule if it is behind schedule.
 - C. Items shall be separated into Services and Reimbursable Expenses. Billings that do not conform to the format outlined above shall be returned to CONTRACTOR for correction. CITY shall not be responsible for delays in payment to CONTRACTOR resulting from CONTRACTOR's failure to comply with the invoice format described above.

D. Requests for payment shall be sent to:

*City of Sacramento, Department of Utilities
1395 35th Avenue, Sacramento, CA 95822
(916) 808-1424 / (916) 808-1497 Fax*

Attn: Elissa Callman

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

Billable Rates

Bonny Starr and Leslie Palencia will be conducting the majority of the work outlined in this contract. Their billing rates are as follows:

Staff	Period	Hourly Rate
Bonny Starr and Leslie Palencia	September 2016 – June 2018	\$150

Other direct charges for Starr Consulting and Palencia Consulting Engineers, such as extensive copying, shipping, or travel out of the Sacramento Metropolitan area would be billed out to the City at their actual costs, with no markup. Auto travel outside of the Sacramento Metropolitan area would be charged at the prevailing IRS rates at the time of billing. As of January 1, 2016, the IRS rate was set at \$0.56 per mile. In the following years, the mileage rate will be updated to the new IRS rate, if any. Starr Consulting will not charge a markup on any subconsultant services.

Rincon Consultants, Inc. will be conducting work on this project and will bill according to the current Standard Fee Schedule for the entire duration of the project (see attached). Matt Maddox is Senior Professional Staff II, billing at \$145 per hour, Craig Huff is Senior GIS Specialist billing at \$115 per hour, Daniela Hamann-Nazaroff is Professional Staff II billing at \$95 per hour, and Kari Zajac is Professional Staff I, billing at \$85 per hour. Other charges for support personnel and other reimbursables will be billed as per the fee schedule.

Rincon Consultants, Inc. will be providing services to qualify for the City's Local Business Enterprise (LBE) five percent minimum participation on this project. It is anticipated that work may occur for services related to Tasks 1a, 1b, 1c, 1d, 2a, 2c, 3a, 3b, 3d, 4a, and/or 4b, or other tasks as needed, in an amount estimated at a total of \$23,750, based on the current total not to exceed amount of this contract. This amount will change if the not to exceed amount of the contract is revised or if the total amount billed is less than the contract amount.

FY 2016-17 funding is \$283,000, and FY 2017-18 funding is anticipated in the amount of \$202,000 to be encumbered after July 1, 2017 as resources are available and pending City Council approval of FY 2017-18 budget and confirmation of participation by Lower American River and Sacramento River water utilities in applicable tasks. FY 2017-18 may include reallocation of applicable task budgets to provide for updates to cost sharing with Lower American River and/or Sacramento River water utilities.

The City Representative can approve reallocations of the above budget amounts from one task to another, and can approve carrying over unused funding from one Fiscal Year into the next, provided that the not-to-exceed amount specified in Exhibit B is not exceeded.

Direct costs associated with completing a project are also billed to the project as outlined under Reimbursable Expenses below. The following sets forth the billing rates for our personnel.

Professional, Technical, and Support Personnel*	Rate
Principal II	\$ 215/hour
Principal I	\$ 195/hour
Senior Supervisor II	\$ 175/hour
Supervisor I	\$ 165/hour
Senior Professional II	\$ 145/hour
Senior Professional I	\$ 135/hour
Professional IV	\$ 120/hour
Professional III	\$ 110/hour
Professional II	\$ 95/hour
Professional I	\$ 85/hour
Environmental Technician/Field Aide	\$ 75/hour
Senior GIS Specialist	\$ 115/hour
GIS/CADD Specialist II	\$ 100/hour
GIS/CADD Specialist I	\$ 90/hour
Graphic Designer	\$ 85/hour
Technical Editor	\$ 95/hour
Clerical/Administrative Assistant II	\$ 75/hour
Clerical/Administrative Assistant I	\$ 65/hour

*Professionals include environmental scientists, urban planners, biologists, geologists, and cultural resources experts

Expert witness services consisting of depositions and in-court testimony are charged at a rate of \$295/hour.

Photocopying and Printing

Photocopies will be charged at a rate of \$0.08/copy for single-sided copies and \$0.16 for double-sided copies. Colored copies will be charged at a rate of \$1.00/copy for single-sided and \$2.00/copy for double-sided or 11"×17" copies. Oversized maps or display graphics will be charged at a rate of \$8.00/square foot.

Reimbursable Expenses

Expenses associated with completing a project are termed Reimbursable Expenses. These expenses do not include the hourly billing rates described above. Reimbursable expenses include, but are not limited to, the following:

1. *Direct costs associated with the execution of a project are billed at cost plus 15% to cover General and Administrative services. Direct costs include, but are not limited to, laboratory and drilling services charges, subcontractor services, authorized travel expenses, permit charges and filing fees, printing and graphic charges, mailings and postage, performance bonds, sample handling and shipment, equipment rental other than covered by the above charges, etc. Communications charges and miscellaneous office expenses (including PDAs, cell phones, phone, fax, and electronic data transmittals, digital cameras, photo processing, etc.) are billed at 3% of total labor.*
2. *Vehicle use in company-owned vehicles will be billed at a day rate of \$85/day for regular terrain vehicle use and \$135 per day for 4-WD off-road vehicle use, plus \$0.85/mile for mileage over 50 miles per day. For transportation in employee-owned automobiles, a rate of \$0.85/mile will be charged. Rental vehicles will be billed at cost plus 15%.*

Equipment Schedule for Environmental Sciences and Planning Services

Equipment	Rate	Unit
Environmental Site Assessment		
Bailer	\$ 25	Day
Brass Sample Sleeves	\$ 10	Each
DC Purge Pump	\$ 35	Day
Disposable Bailer	\$ 20	Each
Flame Ionization Detector	\$ 200	Day
Four Gas Monitor	\$ 120	Day
Hand Auger Sampler	\$ 55	Day
Level C Health and Safety	\$ 60	Person per day
Oil-Water Interface Probe	\$ 85	Day
Photo-Ionization Detector	\$ 120	Day
Soil Vapor Extraction Monitoring Equipment	\$ 140	Day
Water Level Indicator	\$ 35	Day
Water Resources		
Dissolved Oxygen Meter	\$ 45	Day
Refractometer (salinity)	\$ 30	Day
Sterilized Sample Jar	\$ 5	Each
Temp-pH-Conductivity Meter	\$ 50	Day
Turbidity Meter	\$ 30	Day
Natural Resources Field Equipment		
Fiberoptic Scope	\$ 90	Day
Infrared Sensor Digital Camera	\$ 50	Day
Field Equipment Package, amphibian survey (digital camera, GPS, thermometer, decon chlorine, waders, float tube, hand net)	\$ 150	Day
Field Equipment Package, construction monitoring (digital camera, GPS, thermometer, binoculars, field computer, safety equipment)	\$ 95	Day
Field Equipment Package, standard (digital camera, GPS, thermometer, binoculars, and botanic collecting equipment)	\$ 45	Day
Field Equipment Package, remote (digital camera, GPS, thermometer, binoculars, field computer and mifi, Delorme Satellite Beacon, 24-Hour Safety Phone)	\$ 125	Day
Laser Rangefinder/Altitude	\$ 10	Day
Mammal trap, large / small	\$1.50 /	Each per trap
Minnow trap	\$ 85	Each per job
Net, hand / large seine	\$ 10 / \$ 50	Day
Pettersson Bat Ultrasound Detector/Recording Equipment	\$ 150	Job
Pit-fall Trap	\$ 5	Each per trap
Scent Station	\$ 20	Station
Spotlight	\$ 5	Day
Trimble\ GPS (submeter accuracy)	\$ 190	Job
Spotting Scope	\$ 150	Job
Multi-Services Field Equipment		
Anemometer	\$ 5	Day
Computer Field Equipment	\$ 45	Day
GPS unit, standard field	\$ 10	Day
Sound Level Meter	\$ 75	Day

Budget

Task	FY 2016-17 Fund		FY 2016-17 Total	FY 2017-18 Fund		FY 2017-18 Total	Total Cost
	6005	6205		6005	6205		
1a -- Lower American River Voluntary Spill Notification Program (I14520400)	\$2,000	\$8,000	\$10,000	\$2,000	\$8,000	\$10,000	\$20,000
1b -- Sacramento River Voluntary Spill Notification Program (I14520300)	\$2,000	\$8,000	\$10,000	\$2,000	\$8,000	\$10,000	\$20,000
1c -- American River Voluntary Spill Notification Program -- City Support (I14520400)	\$25,000	-----	\$25,000	\$20,000	-----	\$20,000	\$45,000
1d -- Sacramento River Voluntary Spill Notification Program -- City Support (I14520300)	\$25,000	-----	\$25,000	\$15,000	-----	\$15,000	\$40,000
1e -- Voluntary Spill Notification Program -- Freeport Support (I14520300/I14520400)	-----	\$2,000	\$2,000	-----	\$2,000	\$2,000	\$4,000
1f -- Voluntary Spill Notification Program -- WDCWA Support (I14520300)	-----	\$1,000	\$1,000	-----	\$1,000	\$1,000	\$2,000

1g -- Update City's Water Quality Incident Response Plan (14001371)	\$10,000	-----	\$10,000	\$10,000	-----	\$10,000	\$20,000
2a -- Lower American River Watershed Sanitary Survey Follow-up (I14520400)	\$4,000	\$8,000	\$12,000	\$4,000	\$8,000	\$12,000	\$24,000
2b -- American River/Sacramento River Confluence Technical Support (I14520400)	\$1,000	\$1,000	\$2,000	\$1,000	\$1,000	\$2,000	\$4,000
2c -- American River Source Water Protection-- City Support (I14520400)	\$54,000	-----	\$54,000	\$34,000	-----	\$34,000	\$88,000
3a -- Sacramento River Joint Source Water Protection Program - Upstream of George Kristoff WTP Intake (I14520300)	\$1,000	\$3,000	\$4,000	\$1,000	\$3,000	\$4,000	\$8,000
3b -- Sacramento River Additional Joint Program Topics Upstream of George Kristoff WTP Intake (I14520300)	\$10,000	\$20,000	\$30,000	\$10,000	\$20,000	\$30,000	\$60,000
3c -- Sacramento River -- Additional Joint Program Topics -- Downstream of George Kristoff WTP Intake (I14520300)	\$1,000	\$1,000	\$2,000	\$1,000	\$1,000	\$2,000	\$4,000
3d -- Sacramento River Source Water Protection -- City Support (I14520300)	\$80,000	-----	\$80,000	\$34,000	-----	\$34,000	\$114,000

4a – Delta Issues – American River Water Quality Protection – City Support (I14520400)	\$8,000	-----	\$8,000	\$8,000	-----	\$8,000	\$16,000
4b – Delta Issues – Sacramento River Water Quality Protection – City Support (I14520300)	\$8,000	-----	\$8,000	\$8,000		\$8,000	\$16,000
TOTAL	\$231,000	\$52,000	\$283,000	\$150,000	\$52,000	\$202,000	\$485,000

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 1 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

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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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/09/2016

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. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or 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 DOUGLAS J. GORDON INSURANCE AGENCY, INC 9700 FAIR OAKS BLVD SUITE I FAIR OAKS, CA. 95628	CONTACT NAME: Douglas J Gordon
	PHONE (A/C, No, Ext): 916.962.1026 FAX (A/C, No): 916.962.1020
	E-MAIL ADDRESS: DGORDON2@SBCGLOBAL.NET
	INSURER(S) AFFORDING COVERAGE
	INSURER A: Admiral Insurance Co
	INSURER B: Farmers Insurance Exchange
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	FEI-ECC-17726-02	09/14/15	09/14/17	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			602820490	09/22/14	09/22/17	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical \$ 5,000
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional	Y	Y	FEI-ECC-17726-02	09/14/15	09/14/17	Each Occurrence \$ 1,000,000 Aggregate \$ 2,000,000 Ded Per Claim \$ 5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER City of Sacramento c/o EXIGIS LLC P.O. Box 4668 ECM- #35050 New York, NY 10168-4668 Attention: Jamie McKinley jmckinley@cityofsacramento.org	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
--	--

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Automatic Additional Insured – Owners, Lessees or Contractors

This endorsement, effective 9/14/2015 attaches to and forms a part of Policy Number FEI-ECC-17726-02. This endorsement changes the Policy. Please read it carefully.

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS POLLUTION LIABILITY COVERAGE PART**

SCHEDULE

Name of Person or Organization:

Any person(s) or organization(s) whom the *Named Insured* agrees, in a written contract, to name as an additional insured. However, this status exists only for the project specified in that contract.

The person or organization shown in this Schedule is included as an insured, but only with respect to that person's or organization's vicarious liability arising out of your ongoing operations performed for that insured.



Automatic Waiver of Subrogation Endorsement

This endorsement, effective 9/14/2015 attaches to and forms a part of Policy Number FEI-ECC-17726-02. This endorsement changes the Policy. Please read it carefully.

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS POLLUTION LIABILITY COVERAGE PART**

SCHEDULE

Name of Person or Organization:

Any person(s) or organization(s) to whom the *Named Insured* agrees, in a written contract, to provide a waiver of subrogation. However, this status exists only for the project specified in that contract.

The Company waives any right of recovery it may have against the person or organization shown in the above Schedule because of payments the Company makes for injury or damage arising out of the *insured's* work done under a contract with that person or organization. The waiver applies only to the person or organization in the above Schedule.

Under no circumstances shall this endorsement act to extend the policy period, change the scope of coverage or increase the Aggregate Limits of Insurance shown in the Declarations.



Automatic Primary and Non-Contributory Insurance Endorsement Designated Work Or Project(s)

This endorsement, effective 9/14/2015 attaches to and forms a part of Policy Number FEI-ECC-17726-02. This endorsement changes the Policy. Please read it carefully.

SCHEDULE

Name of Person or Organization:

Any person(s) or organization(s) whom the *Named Insured* agrees, in a written contract, to provide Primary and/or Non-contributory status of this insurance. However, this status exists only for the project specified in that contract.

In consideration of an additional premium of \$Applied and notwithstanding anything contained in this policy to the contrary, it is hereby agreed that this policy shall be considered primary to any similar insurance held by third parties in respect to work performed by you under any written contractual agreement with such third party. It is further agreed that any other insurance which the person(s) or organization(s) named in the schedule may have is excess and non-contributory to this insurance.

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. Bonny L Starr	
2 Business name/disregarded entity name, if different from above Starr Consulting	
3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input checked="" 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) ▶ _____	<input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate
5 Address (number, street, and apt. or suite no.) 20897 Victoria Lane	
6 City, state, and ZIP code Colfax, CA 95713	
7 List account number(s) here (optional)	
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>	
Requester's name and address (optional) City of Sacramento	

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.

Social security number										
0	0	5	-	6	0	-	5	4	3	4
or										
Employer identification number										

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.

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 ▶	Date ▶ 8/9/16
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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.

YEAR

20 16

Withholding Exemption Certificate

CALIFORNIA FORM

590

(This form can only be used to certify exemption from nonresident withholding under California R&TC Section 18662. This form cannot be used for exemption from wage withholding.)

File this form with your withholding agent. (Please type or print)		Withholding agent's name	
Vendor/Payee's name Bonny L Starr		Vendor/Payee's <input type="checkbox"/> SOS no. <input checked="" type="checkbox"/> Social security number <input type="checkbox"/> California corp. no. <input type="checkbox"/> FEIN 005605434	Note: Failure to furnish your identification number will make this certificate void.
Vendor/Payee's address (number and street) 20897 Victoria Lane		APT no.	Private Mailbox no. Vendor/Payee's daytime telephone no. ()
City Colfax	State CA	ZIP Code 95713	

I certify that for the reasons checked below, the entity or individual named on this form is exempt from the California income tax withholding requirement on payment(s) made to the entity or individual. Read the following carefully and check the box that applies to the vendor/payee:

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 inform the withholding agent. See instructions for Form 590, General Information D, for the definition of a resident.

Corporations:

The above-named corporation has a permanent place of business in California at the address shown above or is qualified through the California Secretary of State to do business in California. The corporation will withhold on payments of California source income to nonresidents when required. If this corporation ceases to have a permanent place of business in California or ceases to be qualified to do business in California, I will promptly inform the withholding agent. See instructions for Form 590, General Information E, for the definition of permanent place of business.

Partnerships:

The above-named partnership has a permanent place of business in California at the address shown above or is registered with the California Secretary of State, and is subject to the laws of California. The partnership will file a California tax return and will withhold on foreign and domestic nonresident partners when required. If the partnership ceases to do any of the above, I will promptly inform the withholding agent. **Note:** For withholding purposes, a Limited Liability Partnership is treated like any other partnership.

Limited Liability Companies (LLC):

The above-named LLC has a permanent place of business in California at the address shown above or is registered with the California Secretary of State, and is subject to the laws of California. The LLC will file a California tax return and will withhold on foreign and domestic nonresident members when required. If the LLC ceases to do any of the above, I will promptly inform the withholding agent.

Tax-Exempt Entities:

The above-named entity is exempt from tax under California or federal law. The tax-exempt entity will withhold on payments of California source income to nonresidents when required. If this entity ceases to be exempt from tax, I will promptly inform the withholding agent.

Insurance Companies, IRAs, or Qualified Pension/Profit Sharing Plans:

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

California Irrevocable Trusts:

At least one trustee of the above-named irrevocable trust is a California resident. The trust will file a California fiduciary tax return and will withhold on foreign and domestic nonresident beneficiaries when required. If the trustee becomes a nonresident at any time, I will promptly inform the withholding agent.

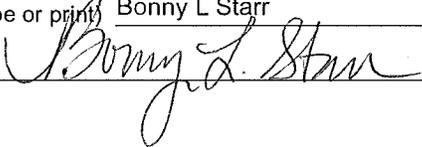
Estates — Certification of Residency of Deceased Person:

I am the executor of the above-named person's estate. The decedent was a California resident at the time of death. The estate will file a California fiduciary tax return and will withhold on foreign and domestic nonresident beneficiaries when required.

CERTIFICATE: Please complete and sign below.

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

Vendor/Payee's name and title (type or print) Bonny L Starr

Vendor/Payee's signature ► 

Date 8/9/16

MUST BE POSTED IN CONSPICUOUS PLACE

City of
SACRAMENTO

138719

138719

BUSINESS OPERATIONS TAX CERTIFICATE

Business Name
Business Address
Owner
Type of Business
Tax Classification

STARR CONSULTING
20897 VICTORIA LN
STARR, BONNY L
ENGINEERING CONSULTANT
402A

FROM
Mo. Day Yr.
10/01/2015

TO
Mo. Day Yr.
09/30/2016
Expires

TOTAL
PAID: \$301.00

STARR CONSULTING
BONNY STARR
20897 VICTORIA LN
COLFAX, CA 95713

CITY OF SACRAMENTO

SEP 30 VOID
IF NOT

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).

THIS STUB MAY BE
FOLDED/DETACHED
BEFORE POSTING