



City Council Report

915 I Street, 1st Floor
Sacramento, CA 95814

www.cityofsacramento.org

File #: 2016-01397

November 29, 2016

Consent Item 13

Title: Agreement: Engineering Services for the 3rd St. Relief Sewer

Recommendation: Pass a Resolution 1) authorizing the City Manager or the City Manager's designee to sign a professional services agreement with NV5 for engineering services for the 3rd St. Relief Sewer project, for an amount not-to-exceed \$600,760; and 2) transferring \$600,760 from the available fund balance of Sewer Development Fees (Fund 6002) into X14010000.

Location: District 4

Contact: Dan Sherry, Engineering & Water Resources Manager, (916) 808-1419; Brett Grant, Supervising Engineer, (916) 808-1413; Mark Elliott, Project Manager (916) 808-8894, Department of Utilities

Presenter: None

Department: Department of Utilities

Attachments:

- 1-Description Analysis
- 2-Resolution
- 3- Agreement

Description/Analysis

Issue Detail: Staff recommends Council approve a professional services agreement with NV5 for engineering design services for the 3rd Street Relief Sewer. The sewer pipeline will provide the capacity for existing and future growth in the Downtown Railyards area, River District separated sewer area, and adjacent areas in the Central Business District.

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

Economic Impacts: None.

Environmental Considerations: The current project is exempt from the requirements of the California Environmental Quality Act ("CEQA"), under CEQA Guidelines Section 15061(b)(3), which states that CEQA applies only to projects that have the potential for causing a significant effect on the environment. The current activity involves only contracting for design services, which will not have a significant effect on the environment.

Sustainability: Design and eventual construction of the 3rd St. Relief Sewer is consistent with the 2035 General Plan and with the goals and targets of the City's Sustainability Master Plan as it supports the goal of protecting our water sources and reducing the volume of untreated wastewater discharges. In addition, the new sewer will improve infrastructure reliability and reduce energy-intensive maintenance needs.

Commission/Committee Action: Not applicable.

Rationale for Recommendation: On February 5th, 2016, a Request for Qualifications (RFQ) was advertised inviting interested firms to submit qualifications to prepare final design plans for this project. Five firms (NV5, Carollo, West Yost, Hatch Mott McDonald, and MRPE) submitted their Statements of Qualifications (SOQs). The selection committee, consisting of DOU staff and an outside agency member from the Sacramento County Sewer District, evaluated the five submittals and elected to interview the four top ranked firms. Based on the combined interview plus SOQ evaluation scores, the selection committee selected NV5 as the top-ranked firm for the project. The final scope of work and budget was then negotiated with NV5.

Financial Considerations: The proposed agreement is for an amount not-to-exceed \$600,760. Staff recommends transferring \$600,760 from available fund balance in Sewer Development Fees (Fund 6002) to the Project (X14010000).

Local Business Enterprise (LBE): NV5 is an LBE.

Background: This proposed relief sewer will provide increased capacity for major planned developments in the River District (also known as the Richards Area), the Railyards, the Central Business District, and adjacent service shed areas. The proposed pipeline is part of the city's Combined Sewer System (CSS). It will be designed, as much as practicable, to carry separated sewage only.

Preliminary design anticipates construction of a 42- to 48-inch diameter sewer along twelve blocks of 3rd Street, between I and U Streets, and along two blocks of T Street, between 3rd and 5th Streets. There is an existing separated 16- to 24-inch diameter sewer along nine blocks of 3rd Street that will be replaced with a larger pipe as part of this project. Normal flows will divert eastward at 3rd & T Streets and flow into the CSS at 5th & T Streets, continuing to Sump 2/2A on the most direct route to the regional wastewater treatment plant. Major storm flows will overtop a weir at 3rd & T Streets, allowing a more direct route to Sump 1/1A for initial storage and/or primary treatment at Pioneer Reservoir.

Among other tasks, design of this project will involve close coordination with the proposed Streetcar project; resolution of numerous utility conflicts; construction under the K Street pedestrian tunnel; and pre-construction coordination with Caltrans for planned crossings of several I-5 freeway ramps. Utility conflicts that will likely require relocation are a SMUD duct bank and at least two SMUD gas lines 12- to 24-inches in diameter.

This design project is considered too large and would occupy too much of DOU's resources to complete with in-house staff. It is anticipated the consultant will complete the design within nine months, and construction will be able to start in the latter half of 2017. The consultant's proposed scope of work also includes engineering support services during the bid period and through construction.

RESOLUTION NO. 2016-

Adopted by the Sacramento City Council

APPROVING A PROFESSIONAL SERVICES AGREEMENT FOR ENGINEERING SERVICES FOR THE 3RD ST. RELIEF SEWER AND APPROVING RELATED BUDGET TRANSFER

BACKGROUND

- A. The proposed 3rd St. Relief Sewer will provide increased capacity for major planned developments in the River District, the Railyards, the Central Business District, and adjacent service shed areas.
- B. On February 5, 2016, a Request for Qualifications was issued for engineering services to design and construct the 3rd St. Relief Sewer. Five firms submitted Statements of Qualifications, and NV5 was selected as the top-ranked firm.
- C. A budget augmentation of \$600,760 is required to provide sufficient funds to complete design for the 3rd St. Relief Sewer Project (X14010000).

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:

Section 1. The City Manager or the City Manager’s designee is authorized to sign a professional services agreement for engineering services with NV5 for the 3rd St. Relief Sewer Project, for an amount not-to-exceed \$600,750.

Section 2. The following budget transfer is approved:

Name	Account/Project Number	Fund No.	Amount
Sewer Impact Fee Fund	890020	6002	(\$600,760)
Combined Sewer System	X14010000	6002	\$600,760

PROJECT #: X14010107
PROJECT NAME: 3rd St. Relief Sewer
DEPARTMENT: Utilities
DIVISION: Engineering & Water Resources

CITY OF SACRAMENTO

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

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

NV5
2525 Natomas Park Dr., Suite 300, Sacramento CA 95833
Phone: 916.641-9100/Fax: 916.641-9222/E-mail: Dave.Richard@nv5.com

("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: Howard Chan, Interim 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:

NVS, Inc.
NAME OF FIRM

94-2706173
Federal I.D. No.

1218149-1
State I.D. No.

6845
City of Sacramento Business Op. Tax Cert. No.

TYPE OF BUSINESS ENTITY (*check one*):

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


Signature of Authorized Person

David Richard, Vice President
Print Name and Title

Additional Signature (*if required*)

Print Name and Title

DECLARATION OF COMPLIANCE
Equal Benefits Ordinance

Name of Contractor: NV5

Address: 2525 Natomas Park Dr., Suite 300, Sacramento CA 95833

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

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

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

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

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

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

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

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



Signature of Authorized Representative

11.8.16

Date



Print Name



Title

EXHIBIT A

PROFESSIONAL SERVICES AGREEMENT

SCOPE OF SERVICES

1. Representatives.

The CITY Representative for this Agreement is:

*Mark Elliott
1395 35th Ave., Sacramento CA 95822
Phone: 916.808-8894/Fax: 916.808-1497/E-mail: melliott@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:

*Dave Richard/PE, Vice President
2525 Natomas Park Dr., Suite 300, Sacramento CA 95833
Phone: 916.641-9100/Fax: 916.641-9222/E-mail: Dave.Richard@nv5.com*

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

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

3. Conflict of Interest Requirements.

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

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

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

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

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

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

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

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

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

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

4. **Scope of Services.**

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

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

ATTACHMENT #1 TO EXHIBIT A

CITY OF SACRAMENTO – DEPARTMENT OF UTILITIES 3rd STREET RELIEF SEWER PROJECT SCOPE OF WORK

September 2016

The 3rd Street Relief Sewer Project (Project) will provide relief for increased sanitary sewer flows from major planned development in the Richards Area and Downtown Railyards. These infill developments will intensify development densities and increase sanitary sewer flows generated from these areas. The City of Sacramento (City) has determined that these additional flows require mitigation through the construction of a relief sewer in 3rd Street.

The preferred solution is to divert sanitary sewer flows from a portion of the River District Specific Plan area and most of the Railyards to a 42-inch connection near I Street and 3rd Street. The proposed relief sewer will be routed along 3rd Street to U Street with a 48-inch overflow connection along T Street between 3rd Street and 5th Street. The Project is defined in the July 2008 *Preliminary Design Report, 3rd Street Combined Sewer System (CSS) Relief Sewer Project* (2008 PDR).

The consulting firm of NV5 (Contractor) will assist the City in the implementation of the Project. The scope of work outlined below is consistent with Attachment #2, Draft Scope of Work, 3rd Street Relief Sewer Project, included with the February 5, 2016, Request for Qualifications. Scope of work tasks will include the following:

- Task 1 – Attend Kickoff Meeting and Submit Project Schedule
- Task 2 – Update 30% Design Plans
- Task 3 – Prepare 90% Design Plans, Specifications, and Cost Estimate
- Task 4 – Prepare Final (100%) Design Plans, Specifications, and Cost Estimate
- Task 5 – Bid Support Services
- Task 6 – Engineering Services During Construction

TASK 1: ATTEND KICKOFF MEETING AND SUBMIT PROJECT SCHEDULE

Contractor will coordinate with City staff and attend a kickoff meeting to acquaint all project participants with the scope, approach, goals, and schedule. An agenda will be prepared by the Contractor and shared with City staff at the kickoff meeting. Following the meeting, the Contractor will issue meeting minutes outlining action items and specific guidance from the City.

Contractor will also prepare a project schedule from award of contract through the deliverable of the final bid documents (plans, specifications, estimate). The project schedule will be prepared using Microsoft Project and will be updated on a monthly basis. The schedule will include the following initial milestones:

Notice to Proceed – Award of Contract	October 2016
Updated 30% Design Plans	December 2016
90% Design PS&E Documents	April 2017
Final (100%) Design PS&E Documents	June 2017
Bid Period	July 2017
Bid Opening	August 2017
Construction Notice to Proceed	September/October 2017

Contractor will also participate in a meeting with stakeholders to discuss the preliminary alignment and constructability issues. The meeting will be led by City’s Public Outreach team.

Deliverables:

- Kickoff Meeting Agenda
- Kickoff Meeting Minutes
- Preliminary Project Schedule
- Monthly Project Schedule Updates

TASK 2: UPDATE 30% DESIGN PLANS

Thirty percent design plans were included in the 2008 PDR feasibility study. Updated sanitary sewer flows and sizing of the relief sewer was described in the *3rd Street CSS Relief Sewer Project Updated Preliminary Design Report*, October 2015 (2015 PDR). An update to the 30% design plans will include the following subtasks:

Task 2A: Review 3rd Street Relief Sewer Feasibility Study

The City will provide the feasibility study to the Contractor which includes plan and profile drawings, survey data, proposed pipeline design including diameter, vertical and horizontal alignment, and other information. Contractor will review the document and identify any issues that may require resolution or apparent changes that would impact the feasibility study conclusions. The results of the review will be summarized in a technical memorandum (TM) for City consideration.

Deliverables:

- TM1, Review of Feasibility Study

Task 2B: Gather Project Information

Under this task, Contractor will review the Project area, conduct site reconnaissance, identify existing structures, outreach to City operations and maintenance staff, and collect information on utilities that may affect the design or construction of the project. Contractor will obtain plans for the Downtown/Riverfront Streetcar Project and will identify conflicts between the proposed pipeline and the proposed rail lines and will develop design alternatives for consideration. Contractor will assist in establishing a project coordinating committee with key stakeholders and City staff for the Project and the Downtown/Riverfront Streetcar Project to share information, resolve conflicts, and mesh design/construction schedules. The Contractor will obtain and review

existing geotechnical data available from Caltrans and nearby projects to identify potential geotechnical risks and to plan supplemental geotechnical investigations. Design alignment alternatives to mitigate any potential conflicts with the streetcar project or existing structures will be submitted to the City for review and comment.

Deliverables:

- TM2, Alignment Conflicts and Alternatives

Task 2C: Utility Data Collection

The utilities included in the 30% design plans will be confirmed visually during the site visit noted in Task 2B. Utility information will be requested from Cardno and HDR (streetcar project designer). In addition, a Utility “A” letter will be sent to the corresponding utility agencies in the area to receive updated utility plans. Upon receipt of updated utility plans and site visit confirmation information, the utilities depicted in the 30% design plans will be revised as appropriate. Any significant changes in utility information will be documented in a TM.

Deliverables:

- Utility “A” Letters
- TM3, Summary of Utility Information

Task 2D: Supplemental Surveying

The survey (topographic mapping) included with the 30% plans was conducted in 2007. Contractor will review the existing conditions and identify if supplemental survey information will be needed. After review of the topographic mapping and site conditions, Contractor will prepare a TM to outline the survey needs. If supplemental surveys are necessary, a budget of a total of 24 hours of a 2-person survey crew is assumed. The supplemental field survey information will be processed and incorporated into the overall topographic mapping.

Deliverables:

- TM 4, Topographic Survey Needs
- Final design topographic survey

Task 2E: Potholing

Contractor through a subconsultant will perform vacuum excavation potholing and backhoe trenches to confirm potential conflicts and likely soil conditions along the proposed alignment. Contractor will submit the potholing scope of work to the City for review, and upon approval perform the potholing work and submit the results to the City in a TM. At a minimum, potholing information will include: pothole location, facility type and material (e.g., PG&E gas, 4-in plastic, encased in slurry/concrete), depth to top of facility, thickness of AC, alignment (e.g., perpendicular crossing, parallel to sewer main), pothole photographs, and any other relevant information. For budgeting purposes, a total of fifty potholes are assumed for this Project.

In support of potholing activities, Contractor will obtain the necessary permits to conduct potholing including encroachment permits with the various agencies along with the appropriate traffic control. Contractor will clear the potholing locations through Underground Service Alert (USA) prior to any potholing activities.

A detailed list of utility conflicts requiring relocation or specific care during construction will be incorporated into the potholing and trench data TM. In addition, any geotechnical issues that are evident from inspection of the pothole photographs will be highlighted.

Deliverables:

- Potholing scope of work
- TM5, Results of Potholing/Identification of Utility Conflicts

Task 2F: Evaluation of Construction Options – Trenchless Technology

The Contractor will undertake an evaluation of construction options for the proposed sewer. The evaluation will include the identification of appropriate trenchless methods for the anticipated ground and groundwater conditions and a detailed comparison with open trench construction. Estimated costs and potential risks and consequences will be presented in a risk register for each alternative. The results of the evaluation including recommended construction alternatives for each block along the sewer alignment will be summarized in a TM. For the reach from I Street to Capitol Mall, which represents the most likely area for trenchless construction, the evaluation will include a table of recommended trenchless crossings with shaft locations, depths, drive lengths, construction methods, and anticipated ground and groundwater conditions.

Deliverables:

- TM6, Assessment of Trenchless Technologies

Task 2G: Supplemental Geotechnical Investigation

A supplemental geotechnical investigation will be undertaken by Wallace Kuhl & Associates (WKA) to evaluate the soil and groundwater conditions along the proposed alignment and to prepare geotechnical engineering conclusions and recommendations regarding the proposed improvements. To accomplish this study, WKA will undertake the following tasks:

- A site reconnaissance of the proposed alignment will be performed.
- Boring locations will be marked for underground clearance by Underground Service Alert and their affiliates.
- An encroachment permit application with traffic control plan will be submitted to the City.
- A soil boring/monitoring well permit application will be submitted to Sacramento County Environmental Management Department.
- A total of five borings will be drilled and sampled to depths ranging from 25 to 30 feet below existing grades. Three borings will be drilled along the 3rd Street alignment by using a standard, truck-mounted drill rig equipped with hollow-stem augers and the

remaining two borings would be drilled within the K Street pedestrian undercrossing by using a limited-access drill rig equipped with hollow-stem augers.

- Traffic control will be provided for work performed within the City right-of-way and during sidewalk closures.
- Samples will be collected from the borings at maximum 5-foot-intervals or at changes in lithology by using a standard penetration test sampler and modified California split-spoon sampler. Soil samples will be screened in the field for volatile organics by using a handheld, photoionization detector.
- Samples will be delivered to the WKA laboratory for further classification and selection of samples for testing to determine soil design parameters. Soil samples also would be submitted to Sunland Analytical of Rancho Cordova for determination of preliminary corrosion potential of the soils.
- Three borings will be converted to two-inch-diameter, groundwater piezometers for the purpose of monitoring water levels along the alignment. Piezometers will be housed in a flush-mounted, traffic-rated, Christy box.
- Three downhole data loggers will be installed that measure water levels within the piezometers at pre-determined time intervals. Data from the piezometers will be collected at four-month intervals for a period of one year.
- Investigation-derived waste (IDW) will be placed in properly labeled 55-gallon drums to be transported to the City Corporation yard for temporary storage.
- Samples of the IDW will be collected for characterization purposes and to coordinate disposal of the IDW at an appropriate disposal facility.
- WKA will dispose of the IDW within 60 days from the date they are first placed at the City Corporation Yard.

Upon completion of field explorations, laboratory testing, and engineering analyses, a supplemental geotechnical engineering report will be prepared containing:

1. A vicinity map
2. Site plan with boring locations
3. Logs of soil borings
4. Cross-section of the proposed trenchless locations
5. Laboratory test results
6. Findings regarding site, soil, and groundwater conditions
7. Conclusions and recommendations regarding:
 - a. 2013 California Building Code seismic parameters
 - b. Excavation conditions
 - c. Site preparation and fill placement
 - d. Utility trench bedding and shading
 - e. Lateral earth pressures for retaining structures
 - f. Long-term excavation slopes
 - g. Shoring and bracing
 - h. Corrosion potential of on-site soils
 - i. Effect of groundwater on construction
 - j. General construction dewatering techniques, including local impact of site

- k. Dewatering
- l. Trenchless construction techniques and design parameters.

A summary report will also be prepared of the groundwater data collected from the piezometers at the completion of the one-year monitoring period. This summary report would include a site plan with piezometer locations, description of the data collection methodology, and results of the data in tabular and graphical forms. The Groundwater Level Monitoring Report will be made available no later than one month following the one-year monitoring period.

Deliverables:

- TM7, Supplemental Geotechnical Engineering Report (Geotechnical Data Report)
- TM8, Groundwater Level Monitoring Report

Task 2H: Preliminary Transportation Management Plan

Transportation engineering services will be furnished by Y&C Transportation Consultants (Y&C). Y&C will obtain electronic files of existing topography, proposed sewer alignment, and work zone location/dimensions. Prior to development of traffic control plans, Y&C will meet with City of Sacramento Department Transportation and Caltrans staff to discuss concerns with traffic flow during construction. Y&C will review the existing site conditions and prepare the following detailed construction level traffic control plans for work which requires a Caltrans encroachment permit:

- Two sheets of traffic control plan for the 3rd Street/P Street intersection
- A traffic control plan and a detour plan for the closure of I-5 off-ramps on Q Street

Y&C will submit traffic control plans for incorporation into the Project plans for the encroachment permit application for Caltrans.

Y&C will prepare a Transportation Management Plan (TMP), which will include a brief discussion of the proposed project, construction methods, goals and objective of the TMP, various elements of TMP, as well as TMP Coordination and Review. Traffic control and detour plans will be inserted into the appendix of TMP. The TMP will be incorporated into the Caltrans encroachment permit application. Traffic counts are not anticipated.

For work within the City right-of-way, Y&C will also prepare conceptual traffic control and detour plans for various locations along 3rd Street:

- One sheet of typical traffic control plan for 3rd Street between Capitol Mall and R Street
- One sheet of typical traffic control plan for 3rd Street south of R Street
- One sheet of typical traffic control plan for T Street between 3rd Street and 5th Street

The conceptual traffic control plan will show the layout of work zone and temporary lanes, including merging and shifting tapers. No detailed signing and striping will be shown on the plan. The intention is to show the Contractor the typical concept of work zone set up and

lane/road closures. A detailed traffic control plan is to be prepared and submitted by the Contractor for City's approval prior to beginning of work.

Deliverables:

- TM9, Preliminary Transportation Management Plan including traffic control drawings

Task 2I: Constructability Review – Feasibility of Recommended Construction Techniques

An initial constructability review of the Project will be undertaken after potholing, 30% design documents, evaluation of construction options, and the cost estimate have been prepared. Contractor will coordinate with City staff to identify 2-3 contractors that will review and comment on the project plans and technical documents. A general contractor, trenchless contractor, and dewatering contractor are recommended. The findings and recommendations from the constructability review will be compiled into a TM and shared with City staff in a workshop. The document will confirm construction methods (e.g., open cut, pipe jacking with tunnel boring machine) and shoring options.

Deliverables:

- TM10, Constructability Review – Feasibility of Recommended Construction Techniques

Task 2J: Summary of Permitting Requirements

Based on the recommended construction techniques, the Contractor will summarize permitting requirements for the Project. The summary will include: a) a description of required information for each permit application; 2) a suggested timeline for permit application submissions; and 3) a strategy for streamlining permit acquisition.

Deliverables:

- TM11, Summary of Permitting Requirements

Task 2K: Updated 30% Plans

Contractor will utilize information collected under the tasks above to update the 30% design plans with the recommended alignment and construction method. The updated plans will be provided in conformance with City Standard Drawings using the City standard title block and CADD standards. Each plan and profile drawing will include topographic information/survey data, existing utilities, potholing results, vertical and horizontal alignment, size of proposed pipeline, and proposed construction methods. All plans will be prepared using 22-in x 34-in plan sheet format compatible with AutoCAD 2010.

Deliverables:

- 30% Design Plans Submittal – five hard copies (full size plans) and one electronic copy (PDF format)

TASK 3: PREPARE 90% DESIGN PLANS, SPECIFICATIONS, AND COST ESTIMATE

The 2008 PDR, 2015 PDR, and updated 30% plans will be used as a basis to develop Bid Documents (plans, specifications, and engineering estimates) for the Project. The subtasks outlined below include activities necessary to prepare/submit the 90% design plans, specifications, and cost estimate to the City for review and comment. Prior to engaging in the development of the 90% design plans, specifications, and cost estimate, it is necessary to execute several activities as follows:

Task 3A: 30% Design Review Comments Meeting

Contractor will coordinate with City staff to attend a 30% Design Plans Review Comments Meeting, to discuss the comments on the 30% Design Plans. City will provide Contractor with a copy of the City comments prior to the review comments meeting. Contractor will document the comments in a standard comment/response Decision Log format to demonstrate to reviewers how comments will be addressed in the subsequent design submittal. This log will be submitted to the City with the 90% design submittal. Contractor will prepare and submit meeting minutes to the City to document the action items and specific guidance from the City on Project design features.

Deliverables:

- 30% Design Review Comments Meeting Minutes

Task 3B: Hydraulic Analysis

Contractor will coordinate and attend an initial workshop with City staff to identify current and future flow conditions, design criteria, and desired performance parameters for use in subsequent analyses. Following model execution, a second workshop will be scheduled to evaluate the impacts and design features required for the proposed downstream connections at 5th Street and T Street, 3rd Street and U Street, and 3rd Street and T Street to optimize flooding reductions. The results of the hydraulic modeling will be documented in a TM.

Deliverables:

- TM12, Results of Hydraulic Modeling

Task 3C: Environmental Documentation

The DOU Community Development Department (CDD), Environmental Planning Services Division, has reviewed the proposed project for compliance with the requirements of the California Environmental Quality Act (CEQA) and has determined that an Addendum to the certified EIR for the Combined Sewer System Rehabilitation and Improvement Plan and Notice of Determination is the appropriate CEQA documentation. The preliminary finding is that the proposed Project would not result in new significant environmental effects or a substantial increase in the severity of previously-identified significant effects considered in the certified EIR. Pursuant to CEQA Guidelines Section 15162, a subsequent EIR is not required. Contractor

will assist the City in preparing the Addendum by providing exhibits/supplemental information. A budget of 16 professional labor hours (4 hours for the project manager and 12 hours for the project engineer) and 16 hours by the support staff is allocated for this task.

Deliverables:

- Exhibits/Supplemental Information for City Environmental Planning Services Division.

Task 3D: Caltrans Encroachment Permit

The proposed Project alignment crosses the Capitol Mall and several impacted Interstate 5 (I-5) on/off ramps. Contractor will prepare a Caltrans encroachment permit application along with supporting design calculations, traffic control, detour, transportation management plans, and settlement monitoring plan. To facilitate approvals, Contractor will coordinate and participate in a pre-application meeting with Caltrans staff to: a) provide a project overview; b) describe elements requiring Caltrans approval; and c) confirm desired application package contents and format.

Contractor will submit the traffic control, detour and/or transportation management plans to the City for review and comment prior to submission to Caltrans. One set of review comments are anticipated from Caltrans on the encroachment permit application package. Contractor will revise the technical documents based on the Caltrans comments and re-submit to Caltrans for final approval.

Deliverables:

- Caltrans encroachment permit package

Task 3E: 90% Design Submittal

Contractor will develop 90% design plans that are in conformance with City Standard Drawings using the City standard title block and CADD standards. Each plan and profile drawing will include topographic information/survey data, existing utilities, potholing results, vertical and horizontal alignment, size of proposed pipeline, and proposed construction methods. All plans will be prepared using 22-in x 34-in plan sheet format compatible with AutoCAD 2010. Assuming the Project includes trenchless construction from I Street to Capitol Mall with the balance as open trench construction, a total of 30 sheets are anticipated for the Project as follows:

General

- Title (Cover) Sheet
- General Notes and Details
- Control Map
- Index (Key) Map

Structural

- Structural Notes & Details
- Junction Structure Plans & Sections – 1

In terms of constructability, documents will be reviewed considering likely contractor activities/areas (construction traffic, laydown areas, materials storage), potential conflicts between underground piping/ductbanks and structures, excavation and dewatering requirements, subgrade preparation for structures, site geotechnical requirements, the adequacy of space for piping and equipment installation, required sequencing, schedule constraints, and system testing. Constructability issues will be flagged and possible mitigations highlighted in a TM for submission to the City.

The results of the bidability review will be combined with the results of the constructability review and summarized in a brief TM for submission to the City.

Deliverables:

- TM13, Constructability Review/Bidability Review

Task 3H: Prepare Geotechnical Baseline Report (optional)

Factual information gathered during the Project investigation will be summarized in a Geotechnical Data Report (GDR). Based on a review of the GDR, the Contractor will prepare a Geotechnical Baseline Report (GBR) consistent with the suggested guidelines published by the American Society of Civil Engineers for Geotechnical Baseline Reports for Construction. The purpose of the GBR will be to establish a single source document where contractual statements (baselines) describe the geotechnical conditions anticipated (or to be assumed) to be encountered during underground and subsurface construction. Risks associated with conditions consistent with or less adverse than the baselines will be allocated to the contractor while conditions materially more adverse than the baselines will be recommended for acceptance by the City. The GBR will also include the geotechnical and site conditions related to the anticipated means and methods of constructing the trenchless elements of the project. A draft GBR will be submitted for City review and comment. One meeting with City staff is anticipated to receive input prior to preparation of the final GBR.

Deliverables:

- TM14, Geotechnical Baseline Report

TASK 4: PREPARE FINAL (100%) DESIGN PLANS, SPECIFICATIONS, AND COST ESTIMATE

Prior to engaging in the development of the 100% design plans, specifications, and cost estimate, it is necessary to execute several activities as follows:

Task 4A: 90% Design Review Comments Meeting

Contractor will coordinate with City staff to attend a 90% Design Plans Review Comments Meeting, to discuss the comments from the City staff on the 90% Design documents. City will provide Contractor with a copy of the City comments prior to the review comments meeting. Contractor will document the revisions in a standard comment/response Decision Log format to

demonstrate to reviewers how comments were addressed. This log will be submitted to the City with the 100% design submittal. Contractor will prepare and submit meeting minutes to the City to document the action items and specific guidance from the City on Project design features.

Deliverables:

- 90% Design Review Comments Meeting Minutes

Task 4B: Prepare Final Plans, Specifications, and Construction Cost Estimate

Contractor will prepare the 100% final plans, specifications and estimate after incorporating the City' final comments. The 100% plans and specifications will include the appropriate signature and stamp from the professional engineer in charge of the design.

Prior to printing final documents, Contractor will provide a PDF set of the final Design plans to the City for a "last look" prior to releasing for bid printing. Contractor will participate in a conference call to review any "last look" review comments. Action items and decision log entries from this final review meeting will be documented via email to the City.

Deliverables:

- Decision Log – responding to comments from City on 90% Design Documents
- 100% Design Plans – one full size set with engineer's stamp
- 100% Design Specifications – unbound hard copy and electronic copy (PDF format) ready for printing
- 100% Design Engineer's Estimate
- "Last look" review comments documentation

Task 4C: Utility "C" Letters

Contractor will submit to the utility companies a copy of the Final Plans as used for bid purposes along with the Utility "C" letters. The letters will describe the changes to the plans when compared to the 90% design documents including any major design revisions, bid date or construction schedule changes, or any foreseeable delays in the Project. Contractor will continue to coordinate with respective utility companies that are required to relocate utilities prior to the City issuing a Notice to Proceed to the construction contractor.

Deliverables:

- Utility "C" Letters

TASK 5: BID SUPPORT SERVICES

The City will make the bid documents for the Project available to the prospective bidders. As part of Bid Period Services, Contractor will assist the City with the following tasks:

Task 5A: Attend Pre-Bid Meeting

The City will organize and coordinate the pre-bid meeting date and time. The Contractor project manager and project engineer will attend the pre-bid meeting and be available to respond to questions regarding the design intent of the Project Bid Documents.

Task 5B: Assistance with Addenda

Questions posed during the bid period regarding the design intent of the bid documents may require additional detail and clarification. The additional detail and clarification are generally presented to prospective bidders in the form of bid addenda. A budget of 16 professional labor hours (4 hours for the project manager and 12 hours for the project engineer) and 16 hours by the support staff for drafting revisions to plans or preparing additional details are included to assist the City in the preparation of one addendum.

TASK 6: ENGINEERING SUPPORT DURING CONSTRUCTION

Engineering support during construction will consist of the following:

Task 6A: Attend Pre-Construction Meeting

The City will organize and coordinate the pre-construction meeting date and time with the selected contractor. The Contractor’s project manager and project engineer will attend the pre-construction meeting to respond to questions.

Task 6B: Review Contractor Submittals

Contractor submittals received by the City will be reviewed when requested. For budgeting purposes, a total of ten submittals are assumed for review. Contractor will review submittals sent by the City and respond according to the format and protocols agreed to during the pre-construction meeting.

Deliverables:

- Submittal Responses

Task 6C: Responses to Contractor Generated RFIs

Contractor-generated RFIs on this project will be received by the City and those that require input from Contractor will be sent electronically for response. A total of ten RFIs are anticipated for Contractor review. For budgeting purposes, a total of 16 professional labor hours (4 hours for the project manager and 12 hours for the project engineer) are anticipated to prepare responses to the RFIs requiring input from the Contractor. A total of 16 support staff hours are budgeted for preparing additional sketches or details.

Deliverables:

- RFI Responses

Task 6D: Assistance with Change Orders

If unanticipated conditions are encountered in the field requiring revisions or clarifications to the design or other revisions to the plans are necessary, a Construction Change Order may be required. For budgeting purposes, 20 professional labor hours (4 hours for the project manager and 16 hours for the project engineer) to prepare construction change orders or to advise the City are anticipated. In addition, 24 hours for drafting revisions to plans and/or additional details are anticipated.

Deliverables:

- Change Order Information

Task 6E: Field Observations

If requested, the Contractor can visit the construction site. Attendance at two field observation visits to the Project site by the Contractor design team is assumed.

Task 6F: Record Drawings

Contractor will receive redline plans from the City's Public Works Inspector and the Contractor for the Project to prepare the Record Drawings depicting changes incurred during construction. The Record Drawings will be prepared in an acceptable format and submitted to the City. An electronic copy of all the plans will be provided to the City on a CD in AutoCAD DWG 2010 format. Field verification of as-built conditions is not anticipated under this task.

Deliverables:

- Record Drawings (one hard copy and a CD with AutoCAD files)

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 \$600,760.00.
2. **Billable Rates.** CONTRACTOR shall be paid for the performance of Services on an hourly rate, daily rate, flat fee, lump sum or other basis, as set forth in Attachment 1 to Exhibit B, attached hereto and incorporated herein.
3. **CONTRACTOR's Reimbursable Expenses.** Reimbursable Expenses shall be limited to actual expenditures of CONTRACTOR for expenses that are necessary for the proper completion of the Services and shall only be payable if specifically authorized in advance by CITY.
4. **Payments to CONTRACTOR.**
 - A. Payments to CONTRACTOR shall be made within a reasonable time after receipt of CONTRACTOR's invoice, said payments to be made in proportion to services performed or as otherwise specified in Attachment 1 to Exhibit B. CONTRACTOR may request payment on a monthly basis. CONTRACTOR shall be responsible for the cost of supplying all documentation necessary to verify the monthly billings to the satisfaction of CITY.
 - B. All invoices submitted by CONTRACTOR shall contain the following information:
 - (1) Job Name
 - (2) Description of services billed under this invoice, and overall status of project
 - (3) Date of Invoice Issuance
 - (4) Sequential Invoice Number
 - (5) CITY's Purchase Order Number
 - (6) Total Contract Amount
 - (7) Amount of this Invoice (Itemize all Reimbursable Expenses)
 - (8) Total Billed to Date
 - (9) Total Remaining on Contract
 - (10) Updated project schedule. This shall identify those steps that shall be taken to bring the project back on schedule if it is behind schedule.
 - C. Items shall be separated into Services and Reimbursable Expenses. Billings that do not conform to the format outlined above shall be returned to CONTRACTOR for correction. CITY shall not be responsible for delays in payment to CONTRACTOR resulting from CONTRACTOR's failure to comply with the invoice format described above.

- D. Requests for payment invoices shall be sent as a pdf to: apinvoices@cityofsacramento.org and a copy shall be e-mailed to the City Representative for this agreement. Invoices shall be numbered; shall list the Agreement Purchase Order number; and shall identify the City Representative.
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.

\$205.00

Dave Rich

Task	Project Man	Y&C Transportation Consultants	Survey	Potholing	Subconsultant Markup (5%)	Total Cost
Task 1 – Attend Kickoff Meeting And Submit Project Schedule						
Kickoff Meeting	4				\$0	\$1,580
Stakeholder Workshop					\$0	\$760
Preliminary Schedule and Schedule Updates	2				\$0	\$3,230
Subtotal Task 1	6	\$0	\$0	\$0	\$0	\$5,570
Task 2 – Update 30% Design Plans						
2A Review 3rd Street Relief Sewer Feasibility Study						
Review Feasibility Study	4				\$224	\$6,284
Prepare TM1					\$0	\$2,060
2B Gather Project Information						
Review information, site reconnaissance	8				\$994	\$28,394
Prepare TM2					\$0	\$5,140
2C Utility Data Collection						
Utility "A" Letters					\$0	\$3,280
Prepare TM3					\$0	\$3,920
2D Supplemental Surveying						
Prepare TM4					\$0	\$1,320
Topographic Survey			\$20,000		\$1,000	\$21,000
2E Potholing						
Potholing Activities				\$50,000	\$2,591	\$54,411
Prepare TM5					\$0	\$1,700
2F Evaluation of Construction Options – Trenchless Technology/Prepare TM6	4				\$1,737	\$38,244
2G Supplemental Geotechnical Investigation/Prepare TM7 and TM8	4				\$2,597	\$55,357
2H Preliminary Transportation Management Plan/Prepare TM9	4	\$35,500			\$1,775	\$43,335
2I Constructability Review – Feasibility of Recommended Construction Technique						
Constructability Review					\$0	\$2,880
Workshop and Prepare TM10	8				\$0	\$6,620
2J Summary of Permitting Requirements/Prepare TM11	4				\$0	\$3,400
2K Updated 30% Plans	8				\$0	\$31,720
Subtotal Task 2	44	\$35,500	\$20,000	\$50,000	\$10,918	\$309,065
Task 3 – Prepare 90% Design Plans, Specifications, and Cost Estimate						
3A 30% Design Review Comments Meeting (incl comments log)	4				\$0	\$2,640
3B Hydraulic Analysis/Prepare TM12	4				\$0	\$6,440
3C Environmental Documentation	4				\$0	\$4,860
3D Caltrans Encroachment Permit	8				\$224	\$19,464
3E 90% Design Submittal						
90% Plans	4				\$550	\$31,406
90% Specifications	24				\$729	\$45,834
90% Engineer's Estimate of Probable Construction Cost	4				\$240	\$8,150
					\$0	\$1,640
3F Send Utility "B" Letters						
3G Constructability Review – Bidability and Minimizing Potential Construction Change Orders						
Constructability Review					\$630	\$15,950
Prepare TM13	4				\$0	\$2,520
Subtotal Task 3	56	\$0	\$0	\$0	\$2,373	\$138,904
Task 4 – Prepare Final (100%) Design Plans, Specifications, and Cost Estimate						
4A 90% Design Review Comments Meeting	4				\$0	\$1,580
4B Prepare Final Plans, Specifications, and Construction Cost Estimate						
Final Plans	8				\$400	\$28,260
Final Specifications	8				\$38	\$8,908
Final Engineer's Estimate of Probable Construction Cost	4				\$11	\$3,011
4C Utility "C" Letters					\$0	\$880
Subtotal Task 4	24	\$0	\$0	\$0	\$448	\$42,638

\$205.00
Dave Rich

Task	Project Man	Y&C Transportation Consultants	Survey	Potholing	Subconsultant Markup (5%)	Total Cost
Task 5 – Bid Support Services						
5A Attend Pre-bid Meeting	4				\$21	\$2,021
5B Assistance with Addenda	4	\$440			\$89	\$6,719
Subtotal Task 5	8	\$440	\$0	\$0	\$110	\$8,740
Task 6 – Engineering Support During Construction						
6A Attend Pre-Construction Meeting	4				\$25	\$2,095
6B Review Contractor Submittals		\$1,560			\$729	\$20,209
6C Responses to Contractor Generated RFIs	4				\$112	\$7,212
6D Assistance with Change Orders	4				\$406	\$15,026
6E Field Observations					\$875	\$22,095
6F Record Drawings	4				\$88	\$10,098
Subtotal Task 6	16	\$1,560	\$0	\$0	\$2,234	\$76,734
TOTAL	154	\$37,500	\$20,000	\$50,000	\$16,082	\$581,650
Optional Tasks						
3H Prepare Geotechnical Baseline Report/Prepare TM14					\$910	\$19,110

EXHIBIT C

PROFESSIONAL SERVICES AGREEMENT

FACILITIES AND EQUIPMENT TO BE PROVIDED BY CITY

CITY shall [*check one*]

Not furnish any facilities or equipment for this Agreement;

or

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

EXHIBIT D

PROFESSIONAL SERVICES AGREEMENT

GENERAL PROVISIONS

1. Independent Contractor.

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

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

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

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

7. CONTRACTOR Information.

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

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

9. Term; Suspension; Termination.

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

10. Indemnity.

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

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

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

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

A. Minimum Scope & Limits of Insurance Coverage

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

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

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

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

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

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

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

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

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

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

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

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

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

B. Additional Insured Coverage

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

C. Other Insurance Provisions

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

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

D. Acceptability of Insurance

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

E. Verification of Coverage

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

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

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

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

F. Subcontractors

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

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

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

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

D. Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or by any orders or instructions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the CITY to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the CITY, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance: In the event of noncompliance by CONTRACTOR with the nondiscrimination provisions of this Agreement, the CITY shall impose such sanctions as it may determine to be appropriate including, but not limited to:

- (1) Withholding of payments to CONTRACTOR under this Agreement until CONTRACTOR complies;
- (2) Cancellation, termination, or suspension of the Agreement, in whole or in part.

F. Incorporation of Provisions: CONTRACTOR shall include the provisions of subsections A through E, above, in every subcontract, including procurement of materials and leases of equipment, unless exempted by the Regulations, or by any order or instructions issued pursuant thereto. CONTRACTOR shall take such action with respect to any subcontract or procurement as the CITY may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, CONTRACTOR may request CITY to enter such litigation to protect the interests of CITY.

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

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

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

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

EXHIBIT E

REQUIREMENTS OF THE NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

INTRODUCTION

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

APPLICATION

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

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

DEFINITIONS

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

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

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

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

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

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

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

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

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

EMPLOYER COMPLIANCE CERTIFICATE AND NOTICE REQUIREMENTS

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

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

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

Attachment A



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

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

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

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

The included employee benefits are:

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

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

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

You May . . .

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

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

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

Attachment B



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

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

The included employee benefits are:

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

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

You May . . .

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

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

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

Discrimination and Retaliation Prohibited.

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

You May Also . . .

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

EXHIBIT F

PROFESSIONAL SERVICES AGREEMENT

ADDITIONAL REQUIREMENTS FOR SURVEYING, MATERIAL TESTING, AND INSPECTION SERVICES

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

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

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



Contractor Signature

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

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

Contractor DIR registration #: 1000007705

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.