Title: Agreement: Basin G354 Wastewater Master Planning

Location: Districts 5, 7 and 8

Recommendation: Pass a Motion authorizing the City Manager or the City Manager’s
designee to execute a Professional Services Agreement with Woodard & Curran to prepare a
wastewater master plan for sewer Basin G354, for an amount not-to-exceed $261,036.

Contact: Roxanne Dilley, Project Manager (916) 808-1458; Brett Grant, Supervising Engineer
(916) 808-1413; Dan Sherry, Engineering & Water Resources Division Manager, (916) 808-
1419; Department of Utilities

Presenter: None

Attachments:
1-Description/Analysis
2-Agreement
Description/Analysis

**Issue Detail:** Staff recommends Council approve an agreement with Woodard & Curran for the preparation of a master plan for Basin G354 that provides a comprehensive assessment of the hydraulic and structural condition of the wastewater collection system. Preparation of a wastewater master plan for Basin G354 will include system characterization, condition assessment, hydraulic modeling, alternative analyses, and a recommended capital improvement program.

The City’s wastewater collection system Basin G354 encompasses approximately 1,780 acres in one of the moderately older parts of Sacramento and receives flow from 10 neighboring basins (40, 45, 49, 53, 57, 135, 136, 137, 143, and 145). Sewer flows within the G354 basin and its 10 neighboring basins are conveyed by gravity to the Sacramento Regional County Sewer District interceptor pipe. City staff has completed some preliminary analysis and system characterization, and because of resource issues, consultant services are warranted to complete the master planning efforts.

Available data for all of the separated sewer basins were evaluated and ranked and prioritized based on the following criteria: number of sanitary sewer overflows (SSOs); preliminary hydraulic evaluations; likelihood of failure, which is based on structural assessment scores, scheduled maintenance frequencies, and pipe type; and consequence of failure, which identifies the potential public disruption or impact to “critical” facilities (i.e., hospitals, schools, government buildings, etc.) that could be impacted in the event of a sewer failure resulting in an SSO. Basin G354 ranked in the top ten in the evaluation and is a priority basin for master planning.

**Policy Considerations:** City Council approval is required for professional service agreements of $100,000 or more per City Code 3.64.020.

**Economic Impacts:** None.

**Environmental Considerations:** The preparation of a sewer basin master plan is exempt from the California Environmental Quality Act (CEQA), pursuant to CEQA Guidelines Section 15306. Exempt projects under Section 15306, Information Collection, consist of basic data collection, research, experimental management, and resource evaluation activities which do not result in a serious disturbance to an environmental resource. These may be strictly for information gathering purposes, or as part of a study leading to an action which has not yet been approved, adopted, or funded.

**Sustainability:** The master planning results will be used to support deficiency improvement projects that are consistent with the City’s 2035 Master Plan – Sufficient Service – by...
identifying sufficient wastewater conveyance, storage, and pumping capacity for existing and build-out conditions during peak wet weather sanitary sewer flows.

Commission/Committee Action: Not applicable.

Rationale for Recommendation: On May 3, 2018, a Request for Qualifications (RFQ) (Q#18141311008) was advertised and issued on PlanetBids for drainage and wastewater master planning and modeling services. The RFQ identified two drainage basins, one separated sewer basin (Basin G354), and two sewer basins associated with the combined system that needed master planning and modeling services. The City intended to contract with up to three qualified consulting firms, for each portion of the work. The firms were required to state an expression of the firm’s interest in all or a portion of the work within the introductory letter. The firms would be evaluated based on their stated interest. On the due date of May 31, 2018, six Statements of Qualifications were received, and four firms expressed interest in the Basin G354 Wastewater Master Plan. The four firms include: Myriad, West Yost Associates, Woodard & Curran, and Wood Rogers.

A 4-member evaluation team that included staff from Department of Utilities and one member from Sacramento Area Sewer District, evaluated the proposals. Woodard & Curran was the top-ranked firm for the Wastewater Basin G354 Master Plan. Three different firms were selected for three key areas of work identified in the RFQ. Separate agreements and Council Reports will issued for each portion of the work.

Financial Considerations: The proposed agreement is for an amount not-to-exceed $261,036. There are sufficient funds available in the Separated Sewer Master Planning Program (Parent Project #I14610200) to approve the agreement.

There are no General Funds allocated or planned for this project.

Local Business Enterprise (LBE): Woodard & Curran is an LBE.
PROJECT NAME: Basin G354 Wastewater Master Planning  
AGREEMENT TERM: 18 months  
AUTHORIZED RENEWALS: 0  
DEPARTMENT: Utilities  
DIVISION: Engineering and Water Resources

CITY OF SACRAMENTO

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


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

Woodard & Curran  
2175 North California Blvd., Suite 315, Walnut Creek, CA 94596  
(925) 627-4139/(925) 627-4101/gju@woodardcurran.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 the 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 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, which 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 may be subject to the requirements of Sacramento City Code Chapter 3.54, Non-Discrimination in Employee Benefits by City Contractors. A summary of the requirements of Sacramento City Code Chapter 3.54, entitled “Requirements of the Non-Discrimination in Employee Benefits Code,” can be viewed at: [http://www.cityofsacramento.org/Finance/Procurement/Standard-Agreements](http://www.cityofsacramento.org/Finance/Procurement/Standard-Agreements). By signing this Agreement, CONTRACTOR acknowledges and represents that CONTRACTOR has read and understands these requirements and agrees to fully comply with all applicable requirements of Sacramento City Code Chapter 3.54. If requested by CITY, CONTRACTOR agrees to promptly provide such documents and information as may be required by CITY to verify CONTRACTOR’s compliance. Any violation by CONTRACTOR of Sacramento City Code Chapter 3.54 constitutes a material breach of this Agreement, for which the CITY may terminate the Agreement and pursue all available legal and equitable remedies.

6. **Considering Criminal Conviction Information in the Employment Application Process.** This Agreement may be subject to the requirements of Sacramento City Code Chapter 3.62, Procedures for Considering Criminal Conviction Information in the Employment Application Process. A summary of the requirements of Sacramento City Code Chapter 3.62, entitled “Ban-The-Box Requirements,” can be viewed at: [http://www.cityofsacramento.org/Finance/Procurement/Standard-Agreements](http://www.cityofsacramento.org/Finance/Procurement/Standard-Agreements). By signing this Agreement, CONTRACTOR acknowledges and represents that CONTRACTOR has read and understands these requirements and agrees to fully comply with all applicable requirements of Sacramento City Code Chapter 3.62. If requested by CITY, CONTRACTOR agrees to promptly provide such documents and information as may be required by CITY to verify CONTRACTOR’s compliance. Any violation by CONTRACTOR of Sacramento City Code Chapter 3.62 constitutes a material breach of this Agreement, for which the CITY may terminate the Agreement and pursue all available legal and equitable remedies. CONTRACTOR agrees to require its subcontractors to fully comply with all applicable requirements of Sacramento City Code Chapter 3.62, and include these requirements in all subcontracts covered by Sacramento City Code Chapter 3.62.

7. **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 E.

8. **Authority.** The person signing this Agreement for CONTRACTOR represents and warrants that he or she is fully authorized to sign this Agreement on behalf of CONTRACTOR and to bind CONTRACTOR to the performance of its obligations hereunder.
9. **Exhibits.** All exhibits referred to herein and attached hereto, and the “Requirements of the Non-Discrimination in Employee Benefits Code” and “Ban-The-Box Requirements” described above, 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, City Manager

APPROVED AS TO FORM:

____________________________________
City Attorney

ATTEST:

____________________________________
City Clerk

**Attachments**

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CONTRACTOR:

Woodard & Curran

NAME OF FIRM

01-0363222

Federal I.D. No.

02965564

State I.D. No.

1034681


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

[Signature]

Print Name and Title

Dewitt L. Richardson, Vice President

Additional Signature (if required)

Print Name and Title

[Signature]
SCOPE OF SERVICES

1. Representatives.

The CITY Representative for this Agreement is:

Roxanne Dilley/Associate Engineer
1395 35th Ave, Sacramento, CA 95822
(916) 808-1458/(916) 808-1497/rdilley@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:

Gisa Ju/Project Manager
2175 North California Blvd., Suite 315, Walnut Creek, CA 94596
(925) 627-4139/(925) 627-4101/gju@woodardcurran.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  X  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
BASIN G354 WASTEWATER MASTER PLANNING
SCOPE OF SERVICES

The scope of work presented below details the Consultant’s proposed work plan for preparing a Sewer Master Plan for Basin G354, part of the City of Sacramento’s separate sanitary sewer system. Basin G354 includes approximately 48 miles of sewer pipelines which convey wastewater flow to the Sacramento Regional County Sanitation District (SRCSD) City interceptor. The basin also receives flow from basins 40, 45, 49, 53, 57, 135, 136, 137, 143, and 145. The City conducted flow monitoring in the Basin G354 collection system during 2010 (7 sites) and 2016 (5 sites) and completed some preliminary analyses of the data; and conducted surveying of approximately 40 manholes to obtain rim and invert elevations for trunk sewer pipelines. This Master Plan includes development of a hydraulic model to assess the capacity of the sewer system and identify needed capacity improvement projects, as well as analysis of sewer inspection data to assess the condition of the system and identify sewer rehabilitation/replacement needs. The results of the capacity and condition assessments will be used to prioritize capital improvement projects for the City’s Capital Improvement Program (CIP).

The tasks included in the scope of services are described below. The task descriptions also identify the Technical Memoranda (TMs) and other deliverables to be prepared under each task. Unless specifically noted, it is assumed that draft deliverables will be submitted electronically. The City’s comments on draft deliverables will be incorporated into the Master Plan report.

Task 1 – System Characterization

Under this task, the Consultant will compile and review existing information related to the physical attributes and current performance of the Basin G354 sewer system. Data on the City’s current criteria and processes for flow analysis, modeling, capacity and condition assessment, and CIP prioritization will also be gathered. The task will involve an overall assessment of the available data to confirm its applicability for the Master Plan and identify any critical data gaps. More detailed data review will be conducted under subsequent tasks.

Subtask 1.1 Review Data and Information

The Consultant will review existing information related to the sewer system as provided by the City. The information may include relevant reports, maps, facility information and other required data including but not limited to:

- Sewer system maps and GIS files;
- City’s InfoSewer™ Modeling Standards and Guidelines;
- Flow and rainfall data from the 2010 and 2016 flow monitoring programs;
- Preliminary TM No. 1 on system characterization and flow monitoring prepared previously by the City (dated February 12, 2018);
- Latest parcel GIS files and assessor parcel database with DOU general and specific land uses;
- Sewer service charge database and/or recent winter water use data;
Attachment 1 of Exhibit A
Scope of Services

- Land use planning documents and GIS layers and listings of any areas of known planned development or redevelopment;
- Other relevant GIS layers (e.g., streets and roads, railroads, creeks and water bodies, storm drains, etc.);
- GIS map layers being developed by City to show data relevant to sewer master planning and capital improvement planning (CCTV condition ratings, SSOs, maintenance schedules, pipe material and age, etc.);
- Record drawings, pump curves, operating set points, and available flow and level data for pump stations tributary to Basin G354 (if needed to simulate pump flows entering the basin for the hydraulic model);
- City’s Design and Procedures Manual;
- City/County Drainage Manual hydrology standards;
- Historical CCTV data and videos;
- Historical SSO and maintenance records;
- Flow charts and TMs describing the City’s CIP prioritization and sewer rehabilitation/replacement decision process;
- Historical cost data/bid tabulations from City sewer projects;

Subtask 1.2 Interview Staff
The Consultant will participate in a meeting with City staff involved in the planning, engineering, and operation and maintenance of the sewer system. Access to information that may be available through the City’s electronic databases (e.g. CityWorks CMMS) will be discussed, as well as clarification and questions relating to the information reviewed in Subtask 1.1.

Subtask 1.3 Summarize Information and Prepare TM
The Consultant will review the data and information obtained in order to characterize the Basin G354 sewer system and its operation and assess the information available for preparing the Master Plan. For any data that is not available but important for the Master Plan, the Consultant will recommend an approach for obtaining the information or making use of existing data, and will discuss this approach with the City. The Consultant will prepare a TM summarizing the Task 1 findings and conclusions.

Deliverables:
- TM #1 on system characterization, describing the physical attributes and current issues and performance of the Basin G354 sewer system; summary of available data; and recommendations for additional data collection activities if needed.

Task 2 – Condition Assessment
This task will include an assessment of the condition of the Basin G354 sewer system with respect to structural and maintenance issues. The assessment will rely primarily on existing CCTV data.

Subtask 2.1 Review CCTV Inspection Data
The Consultant will review the CCTV inspection data collected under the City’s inspection program. It is understood that the data has been collected in accordance with NASSCO PACP standards, and it is assumed that it can be extracted into a single consolidated MS Access database. The Consultant will link the CCTV data to GIS based on pipe and manhole IDs. Any inspections that cannot be linked will be identified for resolution by the City. The Consultant will characterize the inspected pipes with respect to structural condition and maintenance issues based on summary and analysis of the recorded defects. If
needed to supplement the database analysis, a sample of pipe-specific PACP reports and/or video will be reviewed.

**Subtask 2.2 Summarize Information and Prepare TM**
The Consultant will prepare a TM summarizing the condition of the sewers in the basin based on the CCTV inspections

**Deliverables:**
- TM #2 summarizing Task 2 findings and conclusions.

**Assumptions:**
- Existing CCTV data is in PACP format and will be provided to a single MS Access PACP exchange database.
- Segments in the CCTV database are identified by pipe and manhole IDs that correspond to City’s sewer GIS.
- CCTV database contains inspection results for the majority of the pipes in the basin.

**Task 3 – Hydraulic Modeling**
In this task, the Consultant will develop an InfoSewer hydraulic model of the Basin G354 trunk sewer system. An extended period simulation (EPS) modeling approach will be used for this study. The model will be used to simulate existing and future flows and identify areas of the system where capacity or other hydraulic improvements may be needed to comply with the City’s hydraulic analysis criteria. In developing the model, the Consultant will follow the *InfoSewer™ Modeling Standards and Guidelines for the City of Sacramento*. The Consultant may suggest modifications or updates to model assumptions or methodology if appropriate. Recommended modifications will be discussed with City staff.

**Subtask 3.1 Develop Model Network**
Using data from the City’s GIS, the Consultant will develop a hydraulic model of the Basin G354 trunk sewer system. It is understood that the survey data collected by the City will be incorporated into the GIS. Available sewer record drawings will be used to supplement the data in GIS if necessary and available. Further interpolation may be needed for any remaining data gaps. The modeled sewer network will include, at a minimum, all 10-inch and larger sewers and critical smaller diameter pipes, including those that serve areas of significant size, are known or suspected by City staff to have capacity problems, or serve areas of potential future growth. The model may need to include one or more pump stations located in the tributary basins in order to simulate the pumped flows entering the Basin G354 trunk sewer network.

Following the construction of the model database, a QA/QC process called “model validation,” will be used to verify the data before beginning any model runs. This process includes checking network connectivity and data completeness and reasonableness for apparent discrepancies (e.g., negative pipe slopes, outlet pipe invert elevations higher than inlet invert elevations etc.). Missing or suspect data will be resolved to the extent possible through review of available record drawings or requested field verification. The source of all new or updated data in the model will be documented.

The Consultant will also delineate model subcatchment (subbasin) boundaries and assign the model loads and preliminary flow factors developed as part of Subtask 3.2 to the subcatchments.

**Subtask 3.2 Develop Existing Model Loads and Preliminary Flow Factors**
The Consultant will review existing parcel, customer billing and water use data, land use type, number and type of dwelling units, etc. that are collected under Task 2 to determine the best approach for using this data to estimate existing base wastewater flows. This may involve use of parcel ESDs and application of observed unit factors rather than City-standard design factors. The exact methodology to be used to
develop model loads will depend on the format and completeness of available parcel-based data; however, it is anticipated that a combination of the City’s customer database, water use records, and flow monitoring data will be the primary sources of data for developing model loads.

The Consultant will develop preliminary criteria to be used to estimate wastewater flows, including unit base wastewater flow factors for residential connections; diurnal base wastewater flow patterns; and infiltration/inflow parameters. These criteria will be developed based on the flow monitoring data plus the Consultant’s experience with similar systems. These criteria will be verified/refined through the model calibration process under Subtask 3.3.

**Subtask 3.3 Calibrate Model**

Calibration of the model will consist of running the model and comparing the model simulations to the actual observed flow hydrographs at the meter locations. Dry weather calibration will focus on refining unit base wastewater flow (BWF) factors, diurnal profiles and groundwater infiltration (GWI) rates. Once calibrated, peak flows could be converted to dry weather peaking factors and peak BWF rates for use in steady-state modeling, if desired.

Wet weather calibration will develop appropriate RTK factors for representation of rainfall-dependent I/I (RDI/I) flows. Flow parameters will be adjusted as needed to achieve a reasonable match of modeled to metered flows for observed flow events. Once calibrated, the model will be run for various storms (as defined by historical rainfall statistics) to determine peak flows.

**Subtask 3.4 Develop Future Model Loads**

The Consultant will use data on general and specific land uses contained in GIS parcel files provided by the City to identify parcels with potential future sewer loads. Development-specific information will also be incorporated for any planned development or redevelopment projects if identified and provided by the City by assessor parcel number, number and type of dwelling units, and/or square footage and type of non-residential land uses.

Unit flow factors to be applied to future land uses will be discussed with the City, including the relative merits of applying the City’s design unit factors (e.g., 310 gpd/ESD) to only anticipated future development or all development. Similarly, agreement will be reached on appropriate RDI/I parameters to use for future development.

**Subtask 3.5 Assess System Performance Under Existing and Future Conditions**

Based on the updated model calibration and model loads developed in the previous subtasks, the Consultant will perform model runs for both existing and future dry and wet weather conditions and for various wet weather events, including 2-, 5-, and 10-year storms and storms of different durations (e.g., 1-, 3- and 6-hour). The model runs will also incorporate estimates of hydraulic boundary conditions in the City interceptor based on information obtained from SRCSD staff. The results from each run will be compared to the capacity criteria as presented in the City’s Design and Procedures Manual and/or as agreed to by the City to identify hydraulic deficiencies in the system and the cause of the deficiencies. Thematic maps and hydraulic gradeline plots will be prepared to present the identified problem areas.

Graphs will also be created to show the number of surcharged pipe segments and pipe segments surcharged by more than two feet for different design storm return periods and durations. Based on these results, the City will provide direction on which design storm to use for development of alternatives in Task 4.

The Consultant will also characterize areas of the system with respect to I/I contribution based on the flow monitoring data and hydraulic model calibration. The Consultant will develop recommendations for additional I/I source detection activities if warranted.

**Subtask 3.6 Summarize Modeling Results and Prepare TM**
Atta chment 1 of Exhibit A
Scope of Services

The Consultant will prepare a TM summarizing the updated modeling assumptions, model calibration, and model run results for existing and future dry and wet weather conditions.

**Deliverables:**
- TM #3 summarizing Task 3 findings and conclusions.
- Hydraulic models of existing system for existing and future scenarios.

**Assumptions:**
- Consultant will use its own InfoSewer software license for the modeling work.

**Task 4 – Alternatives Evaluation**

This task involves development and evaluation of potential sewer improvement alternatives to address system deficiencies identified through the condition assessment and hydraulic modeling. Design of new or replacement facilities will be based on the criteria established in the City’s *Design and Procedures Manual*.

**Subtask 4.1 Develop Capacity Improvement Alternatives**

Using an iterative model simulation process and engineering judgment, the Consultant will develop and test solutions to identified capacity deficiencies. Solutions may include upsizing or paralleling existing pipes, consolidating flows in new sewers or existing sewers with available capacity, implementing flow diversions at critical locations, or sewer rehabilitation to reduce I/I. Based on preliminary model results and discussion with City staff, the alternatives will be refined and focused on the most viable solutions for more detailed project development.

The Consultant will evaluate potential improvement projects in further detail. The Consultant will provide maps (GIS or GoogleEarth™ based) showing the approximate location of alternative pipeline alignments for the City to submit with “A” letters to utilities. Information received based on the “A” letters will be incorporated into the alternative evaluations. The purpose of these evaluations will be to confirm the suitability of pipeline alignments and identify any design, constructability, permitting, or environmental issues that could potentially be “fatal flaws” or that should be considered in project development. The evaluation of capacity project alternatives will also consider the need for condition-based rehabilitation or replacement based on the results of Subtask 4.2. Based on the alternatives evaluation, a recommended plan for capacity improvements will be developed to address both existing and future (buildout) conditions.

**Subtask 4.2 Develop Rehabilitation/Replacement (R/R) Alternatives**

The Consultant will work with City staff to develop a documented and objective decision process to identify the specific defects requiring maintenance, repair, rehabilitation or replacement along with recommended methods. The objective of this effort will be to develop master planning level estimates (not pipe-specific design recommendations) for sewer system R/R. Through a structured work session with City staff, the decision process shall be designed to support the City’s strategies for when pipes should be repaired, rehabilitated, replaced, or simply scheduled for continued maintenance. The decision process shall be based primarily on analysis of the type of defects, the quantity of each type of defect, and the severity of the defects identified in each pipe segment based on the CCTV inspection data and shall be focused on the identification of projects that will help reduce the frequency of sanitary sewer overflows, reduce infiltration, and correct severe structural defects in the system or areas of excessive maintenance requirements.

In developing the decision process, the Consultant will review the City’s “CIP Flowchart,” which generates recommendations for sewer rehabilitation or replacement method based on pipe attributes and defects identified through CCTV inspection. The decision process will be implemented through Innovyze’s InfoMaster™ software. It is assumed that the process will be similar to that used for the
Basins G304/G305 Sewer Master Plan but some refinements may be made based on City’s input. The data will be linked to the sewer GIS in order to display the results from the R/R decision queries.

**Subtask 4.3 Summarize Findings and Recommendations and Prepare TM**

The Consultant will prepare a TM to summarize the alternative analyses and recommended improvements developed in the above subtasks.

**Deliverables:**
- TM #4 summarizing Task 4 findings and recommendations.

**Assumptions:**
- Consultant will use its own InfoMaster license for the work under this task.
- Information received in response to “A” letters will be available within three (3) weeks after submittal of pipeline alignment maps to the City.

**Task 5 – Capital Improvement Program**

The Consultant will utilize a risk-based approach to prioritize the improvements identified in Task 4. The risk analysis will be used to develop priorities for sewer improvements.

**Subtask 5.1 Develop Prioritization Approach**

In conjunction with City staff, the Consultant will develop a risk analysis approach for CIP prioritization based on the likelihood of asset failure and consequence of asset failure. The City’s draft CIP prioritization approach will be considered a starting point for development of the risk analysis methodology. The likelihood of asset failure will be based on asset condition and capacity assessment, in which high structural defect scores and high predicted level of surcharge or potential overflow due to hydraulic deficiencies under existing conditions will be weighted heavily. Other factors such as pipe age and material, relative I/I contribution, and SSO and maintenance history will also be considered. The consequence of asset failure will be based on the impact the asset will have on failure using the indicators such as the following: size of sewer, impact to commuters based on the type of road affected, impacts to land uses (e.g., commercial areas, schools, other community facilities), and proximity to surface water. It is assumed that the analysis will be similar to that used for the Basins G304/G305 Sewer Master Plan but some refinements may be made based on City’s input. The risk factors, scoring, and weighting will be reviewed and finalized through discussions with City staff at a workshop to be conducted as part of one of the project progress meetings included in Task 6.

**Subtask 5.2 Implement Risk Model and Conduct Risk Analysis**

The Consultant will develop a risk model based on the approach developed in Subtask 5.1. The risk model will be implemented using Innovyze’s InfoMaster software. The Consultant will develop the input data for the risk model through the information compiled and developed under the previous tasks of this study. The output from the model will include risk scores for each pipe in the basin.

**Subtask 5.3 Develop Capital Improvement Program**

The Consultant will expand upon the recommendations from Task 4 in conjunction with the risk score analysis to develop prioritized projects for insertion into the City’s CIP. The timing of proposed development/redevelopment, and coordination with other City projects (e.g., road improvements) as identified by the City will also be considered. The CIP will include planning level capital costs and relative priorities.

**Subtask 5.4 Prepare Master Plan Report**

The Consultant will prepare a draft Master Plan Report summarizing the results of the study. The report will include a brief synopsis of the findings, conclusions, and recommendations of the four TMs and a
discussion of the recommended CIP. The appendices shall include the four TMs along with any additional information critical to the Master plan. The Consultant will incorporate City’s comments into the final Master Plan Report.

**Deliverables:**
- Sewer system CIP (to be incorporated into Master Plan report)
- Draft Sewer Master Plan Report.
- Final Sewer Master Plan Report and electronic files.

**Assumptions:**
- Consultant will use its own InfoMaster license for the work under this task.
- City will provide information on other planned projects in the basin.
- Three (3) hardcopies and electronic files on CD or USB drive of the Final Master Plan will be submitted.

**Task 6 – Project Management and Coordination**
This task includes normal project management activities, including maintaining and updating project schedule, preparation of monthly invoices and progress reports, subcontract administration, coordination with the City, and project progress meetings.

- **Kickoff Meeting.** The Consultant will conduct a kickoff meeting with City staff to discuss the project scope, approach, schedule and assumptions, communications protocol and initial data needs for moving forward with the project activities.

- **Progress Meetings.** In addition to frequent contact via email and telephone, the Consultant will participate in periodic progress meetings with City staff to discuss progress to date, findings, outstanding issues and next steps. Consultant will prepare agenda and minutes for each meeting. Five (5) progress meetings are assumed, with at least two (2) conducted via teleconference/webinar.

- **Progress Reporting.** The Consultant will prepare monthly progress reports to summarize project activities and budget and schedule status.

**Deliverables:**
- Agendas and meeting minutes for the kickoff meeting and project progress meetings.
- Monthly invoices and project progress reports.

**Assumptions:**
- Six (6) project meetings at City offices and/or by teleconference/webinar.
**Scope of Services**

City of Sacramento - Basin G354 Wastewater Master Planning

**Proposed Project Schedule**

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- ★ Kickoff meeting
- ♦ Progress meetings
- ∆ Task workshops
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 $261,036.

2. Billable Rates. CONTRACTOR shall be paid for the performance of Services on an hourly rate 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, 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/Project Name
(2) CITY’s current Purchase Order Number
(3) CONTRACTOR’s Invoice Number
(4) Date of Invoice Issuance
(5) Work Order Number (if applicable)
(6) CITY representative identified on the Purchase Order
(7) CONTRACTOR’s remit address for payment
(8) Description of services billed under Invoice
(9) Amount of Invoice (itemize all authorized Reimbursable Expenses)
(10) Total Billed to Date under Agreement

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. Submitting Invoices:

(1) **Email.** Submit email invoices and any attachments to:

    apinvoices@cityofsacramento.org

(2) **Postal mail.** If emailing invoices and attachments is not an option, mail to:

    A/P PROCESSING CENTER
    CITY OF SACRAMENTO
    915 I ST FL 4
    SACRAMENTO CA 95814-2608

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 the 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 the 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 the 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 the payment upon request. CONTRACTOR hereby agrees to indemnify CITY for any claims, losses, costs, fees, liabilities, damages or injuries suffered by CITY arising out of CONTRACTOR’s breach of this Section 7.
## ATTACHMENT 1 TO EXHIBIT B
### City of Sacramento Department of Utilities - Sewer Master Plan for Basin G354
#### Fee Schedule and Estimate of Costs

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1. Labor costs include salaries, overhead, and profit based on W&C’s standard hourly rate schedule at the time the work is conducted.
2. Other direct costs (ODCs) include mileage, travel, and major reproduction, including 10% markup.
3. NV5 and MRPE. Subconsultant costs include 10% W&C markup.
EXHIBIT C
PROFESSIONAL SERVICES AGREEMENT

FACILITIES AND EQUIPMENT TO BE PROVIDED BY CITY

CITY shall [check one]  

X  Not furnish any facilities or equipment for this Agreement;  

or  

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


EXHIBIT D
PROFESSIONAL SERVICES AGREEMENT

GENERAL PROVISIONS

1. Independent Contractor.
   
   A. It is understood and agreed that CONTRACTOR (including CONTRACTOR’s employees) is
      an independent contractor and that no relationship of employer-employee exists
      between the parties hereto for any purpose whatsoever. Neither CONTRACTOR nor
      CONTRACTOR’s assigned personnel shall be entitled to any benefits payable to employees
      of CITY. CITY is not required to make any deductions or withholdings from the
      compensation payable to CONTRACTOR under the provisions of this Agreement, and
      CONTRACTOR shall be issued a Form 1099 for its services hereunder. As an independent
      contractor, CONTRACTOR hereby agrees to indemnify and hold CITY harmless from any
      and all claims that may be made against CITY based upon any contention by any of
      CONTRACTOR’s employees or by any third party, including but not limited to any state or
      federal agency, that an employer-employee relationship or a substitute therefor exists for
      any purpose whatsoever by reason of this Agreement or by reason of the nature and/or
      performance of any Services under this Agreement. (As used in this Exhibit D, the term
      “Services” shall include both Services and Additional Services as such terms are defined
      elsewhere in this Agreement.)

   B. It is further understood and agreed by the parties hereto that CONTRACTOR, in the
      performance of its obligations hereunder, is subject to the control and direction of CITY
      as to the designation of tasks to be performed and the results to be accomplished under
      this Agreement, but not as to the means, methods, or sequence used by CONTRACTOR
      for accomplishing such results. To the extent that CONTRACTOR obtains permission to,
      and does, use CITY facilities, space, equipment or support services in the performance
      of this Agreement, this use shall be at the CONTRACTOR’s sole discretion based on the
      CONTRACTOR’s determination that such use will promote CONTRACTOR’s efficiency and
      effectiveness. Except as may be specifically provided elsewhere in this Agreement, the
      CITY does not require that CONTRACTOR use CITY facilities, equipment or support services
      or work in CITY locations in the performance of this Agreement.

   C. If, in the performance of this Agreement, any third persons are employed by
      CONTRACTOR, such persons shall be entirely and exclusively under the direction,
      supervision, and control of CONTRACTOR. Except as may be specifically provided
      elsewhere in this Agreement, all terms of employment, including hours, wages, working
      conditions, discipline, hiring, and discharging, or any other terms of employment or
      requirements of law, shall be determined by CONTRACTOR. It is further understood and
      agreed that CONTRACTOR shall issue W-2 or 1099 Forms for income and employment tax
      purposes, for all of CONTRACTOR’s assigned personnel and subcontractors.

   D. The provisions of this Section 1 shall survive any expiration or termination of this
      Agreement. Nothing in this Agreement shall be construed to create an exclusive
      relationship between CITY and CONTRACTOR. CONTRACTOR may represent, perform
services for, or be employed by such additional persons or companies as CONTRACTOR sees fit provided that CONTRACTOR does not violate the provisions of Section 5, below.

2. **Licenses; Permits, Etc.** CONTRACTOR represents and warrants that CONTRACTOR has all licenses, permits, City Business Operations Tax Certificate, qualifications, and approvals of whatsoever nature that are legally required for CONTRACTOR to practice its profession or provide any services under the Agreement. CONTRACTOR represents and warrants that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for CONTRACTOR to practice its profession or provide such Services. Without limiting the generality of the foregoing, if CONTRACTOR is an out-of-state corporation, CONTRACTOR warrants and represents that it possesses a valid certificate of qualification to transact business in the State of California issued by the California Secretary of State pursuant to Section 2105 of the California Corporations Code.

3. **Time.** CONTRACTOR shall devote such time and effort to the performance of Services pursuant to this Agreement as is necessary for the satisfactory and timely performance of CONTRACTOR’s obligations under this Agreement. Neither party shall be considered in default of this Agreement, to the extent that party’s performance is prevented or delayed by any cause, present or future, that is beyond the reasonable control of that party.

4. **CONTRACTOR Not Agent.** Except as CITY may specify in writing, CONTRACTOR and CONTRACTOR’s personnel shall have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. CONTRACTOR and CONTRACTOR’s personnel shall have no authority, express or implied, to bind CITY to any obligations whatsoever.

5. **Conflicts of Interest.** CONTRACTOR covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, that would conflict in any manner with the interests of CITY or that would in any way hinder CONTRACTOR’s performance of Services under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor, without the written consent of CITY. CONTRACTOR agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the interests of CITY at all times during the performance of this Agreement. If CONTRACTOR is or employs a former officer or employee of the CITY, CONTRACTOR and any such employee(s) shall comply with the provisions of Sacramento City Code Section 2.16.090 pertaining to appearances before the City Council or any CITY department, board, commission or committee.

6. **Confidentiality of CITY Information.** During performance of this Agreement, CONTRACTOR may gain access to and use CITY information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as “City Information”) that are valuable, special and unique assets of the CITY. CONTRACTOR agrees to protect all City Information and treat it as strictly confidential, and further agrees that CONTRACTOR shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party without the prior written consent of CITY. In addition, CONTRACTOR shall comply with all CITY policies governing the use of the CITY network and technology systems, as set forth in applicable provisions of the City of Sacramento Administrative Policy Instructions # 30.
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 X  Is not _____ [check one] required for this Agreement.

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

B. Additional Insured Coverage

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

(2) Automobile Liability Insurance: The CITY, its officials, employees, and volunteers shall be covered by policy terms or endorsement as additional insureds as respects auto liability.

C. Other Insurance Provisions

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

(1) Except for professional liability, CONTRACTOR’s insurance coverage, including excess insurance, shall be primary insurance as respects CITY, its officials, employees, and volunteers. Any insurance or self-insurance maintained by CITY, its officials, employees, or volunteers shall be in excess of CONTRACTOR’s insurance and shall not contribute with it.

(2) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to CITY, its officials, employees, or volunteers.

(3) Coverage shall state that CONTRACTOR’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.

(4) CITY will be provided with thirty (30) days written notice of cancellation or material change in the policy language or terms.

D. Acceptability of Insurance

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

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

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

City of Sacramento  
c/o 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.

20. **Local Business Enterprise Participation Requirements.** If the Request for Qualifications or Request for Proposals issued for this Agreement included Local Business Enterprise Participation Requirements (the “LBE Requirements”), CONTRACTOR shall comply with the LBE Requirements, which are by this reference incorporated as if set forth fully herein. The LBE Requirements also can be viewed at:

EXHIBIT E
PROFESSIONAL SERVICES AGREEMENT

ADDITIONAL REQUIREMENTS FOR SURVEYING, MATERIAL TESTING, AND INSPECTION SERVICES

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

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

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

   ____________________________________________
   Contractor Signature

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

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

   Contractor DIR registration #: ________________________________

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

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

4. **Apprentices.** If this Agreement is for the performance of any Public Work, and the amount of the Agreement is $30,000 or more, the Contractor and any subcontractor or subconsultant performing any Public Work under this Agreement shall comply with Sacramento City Code section 3.60.190, section 1777.5 et seq. of the California Labor Code, and implementing regulations set forth in Title 8 of the California Code of Regulations, governing the employment of apprentices. The Contractor and any subcontractor or subconsultant performing Public Work will be subject to penalties for apprenticeship violations in accordance with Labor Code section 1777.7.

5. **Working Hours.** If this Agreement is for the performance of any Public Work, Contractor and any subcontractor or subconsultant performing any Public Work shall comply with, and be subject to enforcement under, the provisions of Sacramento City Code section 3.60.180 and California Labor Code section 1810 et seq., governing the working hours of employees performing Public Work.

6. **Subcontractors.** The Contractor shall include these provisions in every subcontract or subagreement for every lower-tier subcontractor or subconsultant performing Public Work under this Agreement.