City of Sacramento City Council - 5PM Report 915 I Street Sacramento, CA 95814

www.cityofsacramento.org

File ID: 2025-00931 5/20/2025

Agreement: Shasta Wells Build-Out [Published for 10 Day Review on 05/07/2025]

File ID: 2025-00931

Location: Citywide

Recommendation: Pass a **Motion** authorizing the Interim City Manager or designee to execute a professional services agreement with Brown & Caldwell to provide design and construction support services for the Shasta Wells Build-Out project for an amount not-to-exceed \$1,713,422.

Contact: Megan Thomas, Project Manager, (916) 808-1729, methomas@cityofsacramento.org; Michelle Carrey, Supervising Engineer, (916) 808-1438, mcarrey@cityofsacramento.org; Sherill Huun, Engineering & Water Resources Division Manager, (916) 808-1461, shuun@cityofsacramento.org; Pravani Vandeyar, Director of Utilities, (916) 808-3765, pvandeyar@cityofsacramento.org; Department of Utilities

Presenter: None

Attachments:

1-Description/Analysis

2-Agreement

Additional Description/Analysis

Issue Detail: Staff recommends Council approve an agreement with Brown & Caldwell to provide design and construction support services for the Shasta Wells Build-Out Project. Two groundwater wells had been installed with the original project, but the treatment processes were not designed to support running both groundwater wells simultaneously. This design contract would incorporate the needed elements to increase the site groundwater treatment capability which would provide the ability for the facility to increase production from the current maximum of 4-million gallons per day (MGD) to a new maximum of 7-MGD.

Policy Considerations: In conformance with City Code 3.64.020, City Council approval is required to execute professional service agreements for services if the amount expended under agreement is \$250,000 or more. This work is consistent with the 2040 General Plan Policy PFS-3.5 for water treatment capacity and infrastructure, and PFS-3.2 for utility sustainability.

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The Sacramento City Code Section 4.04.020 and the City Council Rules of Procedure (Chapter 7, Section E.2.d) mandate that unless waived by a 2/3 vote of the City Council, all labor agreements, and all agreements greater than \$1,000,000 shall be made available to the public at least ten (10) days prior to City Council action. This item was published for 10-day review on May 7, 2025, in compliance with the City Code.

Economic Impacts: None.

Environmental Considerations: The proposed agreement for design and construction support services have been determined to be exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) of the CEQA Guidelines. Section 15061(b)(3) consists of activities covered by the common sense exemption that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on an environmental resource, the activity is not subject to CEQA.

Sustainability: The proposed contract is consistent with the 2040 General Plan as it supports the development and management of the City's groundwater wells and the continued improvements towards sustainability and resilience of the City's drinking water facilities.

Commission/Committee Action: Not applicable.

Rationale for Recommendation: On November 13, 2024, a Request for Proposal (RFP) (P24141311042) was advertised and issued on the PlanetBids website for design and construction support services to complete the Shasta Wells Build-Out Project. On the due date of December 19, 2024, two (2) proposals were received from the following firms:

- 1. Brown & Caldwell
- 2. Wood Rodgers

Two staff from the Department of Utilities Engineering and Water Resources, and one staff member from the Sac Suburban Water District, reviewed the proposals. Based on their knowledge, expertise, and experience, Brown & Caldwell was selected to provide the requested services.

Financial Considerations: The proposed agreement is for an amount not-to-exceed \$1,713,422. Sufficient funding exists within the Shasta Park Facility Rehabilitation and Replacement Program (Z14240100, Fund 6001 and 6005) to award the agreement, in which work will take place in the Shasta Well Facility Phase 2 Project.

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

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Local Business Enterprise (LBE): Brown & Caldwell is an LBE.

As part of the 2017 Groundwater Master Plan, two groundwater wells have already been constructed at Shasta Park. However, due to the water quality of the wells and combined water production, additional improvements are needed in order to operate the wells at the needed capacity. The following improvements are anticipated and design of these is included in the Brown and Caldwell scope: expansion of the electrical room, installation of additional hypochlorite equipment, additional water quality analyzer and associated plumbing and instrumentation, additional treatment equipment to enable the two wells to be operated simultaneously, site improvements (fencing, paving, drainage), and other miscellaneous improvements. Prioritization of project components may be necessary based on cost estimates and available funding.

The City of Sacramento, Department of Utilities Shasta Groundwater Well Phase 2 Project has accepted \$3.5 million in Federal appropriations through the FY 2023 Consolidation Act (P.L. 117-328) Environmental Protection Agency Section for this project.



CONTRACT ROUTING SHEET

Contract Cover/Routing Form: Must Accompany ALL Contracts; however, it is NOT part of the contract.

General Information (I	Required)					
Original Contract # (sup	oplements only):	Supplement/Addendum #:				
Assessor's Parcel Num	ber(s):					
Contract Effective Date	·	Contract Expiration Date (if applicable): 06/30/202				
\$ Amount (Not to Excee		Adjusted \$ Amount (+/-):				
Other Party: Brown an	d Caldwell					
Project Title: Shasta V	Vells Build Out					
Project #: Z14240101		Bid/RFQ/RFP #: P24141311042				
City Council Approval:	YES if YES, Council	File ID#: <u>2025-0093</u> 1				
Contract Processing (<u>Contacts</u>					
Department: Utilities		Project Manager: Megan Thomas 炬 ະ 🛴				
Contract Coordinator:	Jamie McKinley	Email: jmckinley@cityofsacramento.org				
Department Review a	nd Routing					
Construction Mgmt:	Much	Apr 17, 2025				
Supervisor:	(Signature)	(Date) Apr 22, 2025				
	(Signature)	(Date)				
Division Manager:	Sherill Huun (Apr 24, 2025 15:03 PDT)	Apr 24, 2025				
Other: Gabriel	(Signature) MDT 18, 2025 David Herrman	Apr 17, 2025 Preventy (Date) Apr 25, 2025 Pravani Vandeyar (Apr 25, 2025 06.38 PDT) Apr 25, 2025				
	Fiscal:	O&M: Director of Utilities:				
Special Instruction/Co	omments (i.e. recording reque	ested, other agency signatures required, etc.)				
Recordin	g Requested	Other Party Signature Required				
FOR CLE	RK & IT DEPARTMENTS ONL	Y – DO NOT WRITE BELOW THIS LINE				

CONTRACT #:

CONTRACT NAME: Shasta Wells Build-Out

CONTRACT PROJECT #: Z14240101
DEPARTMENT: Department of Utilities

DIVISION: Engineering and Water Resources

CITY OF SACRAMENTO

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

THIS CONTRACT is made at Sacramento, California, by and between the **CITY OF SACRAMENTO**, a charter city and municipal corporation ("CITY"), and

Brown and Caldwell 1201 J Street, Suite 200, Sacramento, CA 95814 916-444-0123/info@brwncald.com

("CONTRACTOR"), as of the Effective Date, as defined below.

The City and Contractor agree as follows:

- 1. **Effective Date.** This Contract shall be effective beginning the date it is fully executed by the duly authorized parties.
- 2. **Contract Documents.** All exhibits and documents attached or referred to in this Contract are incorporated as if set forth herein, Including Exhibit A (titled "Scope of Services") and Exhibit B (titled "Payment").
 - If there is a conflict between the terms and conditions of any document prepared or provided by the Contractor and made a part of this Contract and the other terms or conditions of the Contract, the other terms and conditions of the Contract control.
- 3. **Services.** Subject to the terms and conditions set forth in this Contract, CONTRACTOR shall provide to CITY the services described in Exhibit A ("Services").
 - CONTRACTOR will not be compensated for services outside the scope of Exhibit A ("Additional Services") unless, before providing Additional Services: (a) CONTRACTOR notifies CITY and CITY agrees that the Additional 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 Contract specifying the Additional Services and the amount of additional compensation to be paid Contractor.

CITY will have no obligations whatsoever under this Contract or any Supplemental Contract, unless and until this Contract or any Supplemental Contract is approved by the City as required

by the Sacramento City Code. As used in this Contract, the term "Services" includes both Services and Additional Services as applicable.

- 4. **Payment.** CITY shall pay CONTRACTOR at the times and in the manner set forth in Exhibit B. CONTRACTOR shall submit all invoices to CITY in the manner specified in Exhibit B.
- 5. **Facilities and Equipment.** Except as set forth below, CONTRACTOR shall, at its sole cost and expense, furnish all facilities and equipment required for CONTRACTOR to perform this Contract. CITY shall furnish to CONTRACTOR only the facilities and equipment listed below, if any.
- 6. **Insurance.** Contractor shall, at its sole cost and expense, maintain the insurance coverage described in the attached Exhibit C.
- 7. **General Conditions.** Contractor shall comply with the terms and conditions set forth in the attached Exhibit D.
- 8. Additional Requirements for Surveying, Material Testing, and Inspection Services. If this Contract 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.
- 9. **Non-Discrimination in Employee Benefits.** This Contract may be subject to Sacramento City Code chapter 3.54, Non- Discrimination in Employee Benefits by City Contractors. A summary of the requirements, entitled "Requirements of the Non-Discrimination in Employee Benefits Code (Equal Benefits Ordinance)," can be viewed at: https://www.cityofsacramento.org/Finance/Procurement/Contract-Ordinances.

Contractor acknowledges and represents that Contractor has read and understands the requirements and shall fully comply with all applicable requirements of Sacramento City Code chapter 3.54. If requested by City, Contractor shall promptly provide any documents and information required by City to verify Contractor's compliance.

Contractor's violation of Sacramento City Code chapter 3.54 constitutes a material breach of this Contract, for which the City may terminate the Contract and pursue all available legal and equitable remedies.

10. Considering Criminal Conviction Information in the Employment Application Process. This Contract 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, entitled "Ban-The-Box Requirements," can be viewed at:

https://www.cityofsacramento.org/Finance/Procurement/Contract-Ordinances.

The Ban-The-Box Requirements are applicable to certain contracts with the City in an amount of \$250,000 or more (either initial value or total value after amendment) or if the total value of all Contractor's contracts with the City is \$250,000 or more over a 12-month period.

Contractor acknowledges and represents that Contractor has read and understands these requirements and shall fully comply with all applicable requirements of Sacramento City Code chapter 3.62. If requested by City, Contractor shall promptly provide any documents and information required by City to verify Contractor's compliance. Contractor shall require applicable 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.

Contractor's violation of Sacramento City Code chapter 3.62 constitutes a material breach of this Contract, for which the City may terminate the Contract and pursue all available legal and equitable remedies.

11. **Local Business Enterprise Program**. The Local Business Enterprise Program Participation Requirements ("LBE Participation Requirements") may be applicable to this Contract. A summary of the requirements, entitled "LBE Participation Requirements," can be viewed at:

https://www.cityofsacramento.org/Finance/Procurement/Contract-Ordinances.

Contractor acknowledges and represents that Contractor has read and understands these requirements and shall fully comply with all applicable requirements of Sacramento City Code chapter 3.60. If requested by City, Contractor shall promptly provide any documents and information required by City to verify Contractor's compliance. Contractor shall require applicable subcontractors to fully comply with all applicable requirements of Sacramento City Code chapter 3.60 and include these requirements in all subcontracts covered by Sacramento City Code chapter 3.60.

Contractor's violation of Sacramento City Code chapter 3.60 constitutes a material breach of this Contract, for which the City may terminate the Contract and pursue all available legal and equitable remedies.

12. **Authority.** The person signing this Contract for CONTRACTOR represents and warrants that he or she has read, understands, and agrees to all the Contract terms and is fully authorized to sign this Contract on behalf of the CONTRACTOR and to bind the CONTRACTOR to the performance of the Contract's obligations.

[Signature Pages Follow Exhibits]

EXHIBIT A

SCOPE OF SERVICES

1. Representatives.

The CITY Representative for this Agreement is:

Megan Thomas/Senior Engineer 1395 35th Ave, Sacramento, CA 95822 916-808-1729/Methomas@cityofsacramento.org

The CONTRACTOR Representative for this Agreement is:

Michael Wademan/Project Manager, PE 1201 J Street, Suite 200, Sacramento, CA 95814 916-853-5302/mwademan@brwncald.com

Unless otherwise provided in this Contract, all Contractor questions and correspondence pertaining to this Contract must be addressed to the City Representative. All City questions and correspondence must be addressed to the Contractor Representative.

- **2. Scope of Services.** Contractor shall provide Services to City as set forth in Attachment 1 to this Exhibit A.
- **Time of Performance.** The Services described in this Contract shall be provided for *through June 30, 2028*). Contractor shall provide the Services in accordance with any schedule in Attachment 1 to this Exhibit A. Contractor shall immediately notify the City if Contractor is unable to make delivery of Goods or perform Services in compliance with this Contract.
- **4. Conflict of Interest Requirements.** The individual(s) who will provide Services pursuant to this Contract are "Consultants" within the meaning of the Political Reform Act and the City's Conflict of Interest Code: ____ yes _X__ no [check one]

Contractor shall cause the following to occur within 30 days after execution of this Contract:

- (A) Identify the individuals who will provide Services or perform Work under this Contract as "Consultants"; and
- (B) 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 Contract, 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 Contract or impose fines on the individuals until all required statements are filed.

Attachment 1 to Exhibit A

Scope of Services

The requested scope of services is comprised of three (3) tasks:

- Task 1 Finalization of as-builts from original project
- Task 2 Project design & permitting
 - Subtask 2.1 10% design of the facility build-out
 - Subtask 2.2 30% design and CEQA assessment
 - Subtask 2.3 Full design of the facility build-out
- Task 3 Construction support services & permitting

Order of Work

Task 2 will commence after Task 1 is completed. The as-builts created from Task 1 will be used to properly complete the design of the needed build-out improvements. Depending on projected cost of construction at Subtask 2.2, the maintenance shop within may need to be designed to be constructed separately from the treatment facilities. This determination will be made at the 30% design level. Once this determination has been made, Subtask 2.3 will then commence.

Task 3 will commence upon the project going out public for bid, which shall include department permitting, question support, submittal review, and potential updates to project design during construction, post-construction permitting inspections, and regulatory permitting documents.

Task 1 – Finalization of as-builts from original project

City shall provide Firm with project AutoCAD files and redlines from the original project. Firm shall then conduct a site verification and log all other improvements that had not been redlined, needing to be included as part of as-builts, which will include the removed systems from the chlorine gas design, the added systems to incorporate the hypochlorite system, modified water quality analyzer systems, and associated electrical modifications. Site verification of electrical lines and changes within the motor control cabinet will be required for accuracy of available terminals to complete Task 2.

For this task, the Firm shall integrate the redlines into the AutoCAD drawings and submit both the corrected AutoCAD drawings and a pdf version of the highlighted as-built changes to the City. One round of City review of the as-built documents and corrections shall be included in the proposal costs.

Task 2 – Project Design & Permitting

Firm shall ensure the specifications of the design follow the grant requirements including the appropriate BABA and/or AIS language.

Subtask 2.1 - 10% design of the facility build-out

From the City approved as-builts from Task 1, Firm shall proceed with the integration of improvements into a 10% design. The design shall be used to verify basic alignments, relocations, and spacing needed to fit the improvements into the existing project site while

also meeting operational and maintenance needs of the facility. Design should minimize impacts to the existing infrastructure. This preliminary design shall include:

• Area 05: Plant Wide – Maintenance shop

- New maintenance shop dedicated for well infrastructure maintenance and equipment storage (~80-ft x ~120-ft), including hoist system to move equipment on/off trucks
- Include expanded electrical room for machine shop needs and future electrical needs
- Pump test area and caisson (with recirculating water option)
- "Garage" style parking area for trailer equipment used for wells and reservoirs (such as chlorination system currently being constructed, site forklift, and reservoir dewatering sump pump)
- o Design to match architecture of existing chemical building

Area 05: Plant Wide - Site improvements

- Extend iron fencing around entire perimeter, including relocation of and/or additional security cameras
- Update west access points for maintenance of methane tanks, backwash tank, and filters (requires adjusting and expanding detention areas to meet drainage requirements)
- Relocate 2nd gate location to west and make it automated
- Ensure traffic movements between two gates can support a tanker, fire truck, and truck hauling a trailer or flatbed
- o Reserve space for future (unknown) treatment needs and replacement wells.
- o Provide conduits for, and reserve space, for relocated communications tower
- Add more hose spigots throughout site for wash down of equipment and other areas
- Add additional fire hydrant within property

• Area 10: Deep Wells

- Right size/design Well 167 pump for actual pressures with some flexibility for water levels during dry years
- Add VFD's for both well pumps
- Add analyzer per well
- Chlorine dosing per well

• Area 20: Methane Treatment System

- Secondary methane tank, aeration tower, and blower
- Reallocate the existing two pumps so that one pump would be used to support each methane tank and increase each pump capacity such that one pump (with a VFD) can meet the capacity of the system (up to 3,000-gpm but can flow as little as 1,500-gpm)
- Create "share" piping such that the total water production can be shared between the two tanks (or individually operated for maintenance needs)
- Automate methane-to-filtration and methane-to-waste valves
- Upgrade existing pressure switches to 0 to 60-psi systems

Add drainage points for the pump lubrication to avoid surface runoff

• Area 30: Manganese Treatment System

- Add two more filter tanks with media
- Access walkway or equivalent for maintenance activities of the valves at top of filters (ensure access to tank ports for media maintenance and pipe maintenance)
- Replace ARV's with those designed to handle the load (minimize dripping)

Area 40: Backwash

Add check valve between filters and backwash tank

Area 60: Treated Water Pump Station

- Noise mitigation for pumps
- Tamper protection of altitude valve

Area 80: Control Building - Electrical room

- Relocate fiberoptic panel to dedicated space (enclosed to separate from chemical area) in hypo room with HVAC supply
- Add VFD's for well pumps for varying operational needs
- Update PLC equipment to Modicon 580

Area 80: Control Building - Fluoride room

 Replace dosing equipment (range from 1,500-gpm to 5,000-gpm well production, various blended rates

• Area 80: Control Building - Hypo room

- Install permanent tanks (2) for hypo storage (size of storage to be determined) to new exterior tank storage area, with secondary containment and sun/rain protection with dedicated dosing equipment for each well
- Add venting system along with analyzer that will shut down venting in the event there is an elevated presence of chlorine gas (heaters/cooling system will not be needed)
- o Dedicate space for a room for relocation of fiberoptic panel from the electrical room
- Dedicate small operator room that includes a sink and lab table for checking hypo concentrations and other water quality sampling
- Install permanent hypo tank (size of storage to be determined), with accessible fill port for hypo delivery and a dedicated dosing pump for post production water (i.e. post reservoir)
- Add dechlorination (sodium bicarbonate) tank and dosing system for chlorinated water that is treating to waste (size of storage to be determined), plus space for a couple buckets of dechlorination tablets as back-up
- Create dedicated space with visual window (non-opening for visibility to access gate) for operator room with SCADA access port and lab table with sink

Area 80: Control Building - Sampling/analyzers/chemical lines

- Install conduit for chemicals to allow for supply hose to/from injection port to be replaced
- Add electronic valves and controls for varying source water to "finish water" analyzer

- Underground plumbing of water going to the analyzers from supply point to the analyzer room
- Install recycling line from the analyzer room to the methane tanks for when the sampling pumps are in operation
- Improved manganese analyzer for the combined well finish water

• Off-site improvements

 Extension of Imagination Pkwy across southern property line (anticipated improvements include fronting sidewalk, landscape strip, curb and gutter, drainage extension, and minimum two-lane road with bike lane)

Firm shall design on-site layout similar to the proposed layout as provided by City for primary structures (such as the additional filters, additional methane tank, maintenance shop, and new chlorine storage). Additional treatment structures shall be of same design/size as existing structures. Design shall also include an on-site circulation truckturn exhibit that can support CA legal vehicles moving from the Kastanis Way entrance to the new Imagination Pkwy entrance.

Subtask 2.2 - 30% design and CEQA assessment

Upon approval of the 10% design, Firm shall produce design drawings, technical specifications, and contract documents for the 30% design level as well as a CEQA assessment of the various project elements. The work associated with each phase of design shall be as follows:

30% Design

The 30% design shall be for the maintenance shop improvements, on-site circulation and drainage, and off-site improvements only. The 30% design shall start with meetings (coordinated by the City Project Manager) with Public Works staff and O&M staff for design criteria prior to starting on the design.

The drawings shall delineate the location of the new maintenance shop (including general interior layout of the shop); survey elevations; fence boundaries; street improvement boundaries and tie-in points to existing street improvements; electrical load projections for shop and pump testing equipment; on-site utility water, sewer, and drainage improvements needed to support the expanded property; conduit runs from existing control building to new electrical room; and detention improvements. Firm shall also provide a draft control strategy for the operation of the pump test equipment with the 30% design.

Electronic copies of the 30% design construction plans shall be submitted in a PDF format that is supported by Bluebeam for review, and the specifications and control strategy shall be submitted in a Microsoft Word format that is supported for "track changes".

Upon completion of the 30% design, Firm shall present proposed improvements at two (2) separate meetings with City staff to discuss the design. Each meeting shall be focused towards interested parties:

- Meeting 1: Public Street ROW (Public Works)
- Meeting 2: Site improvements & Maintenance Shop (Utilities O&M)

The 30% design will include an engineer's cost estimate broken out into on-site improvements (without maintenance shop), maintenance shop, and public ROW improvements.

CEQA Assessment

As part of the 30% design phase, Firm shall include a CEQA assessment for all project elements, with the exception of groundwater supply which has already been accounted for in a previous environmental report. For proposal purposes, Firm shall assume project will only require a Mitigated Negative Declaration.

CEQA assessment shall include draft copy for review submitted in Microsoft Word format that is supported for "track changes", a meeting with DOU and Planning staff to review any elements requiring mitigation, and a final version of the report for project and grant reporting.

Subtask 2.3 – Full design of the facility build-out

Upon approval of the 30% design, Firm shall produce design drawings, technical specifications, and contract documents for the 60%, 95%, and 100% design level. The work associated with each phase of design shall be as follows:

60% Design

After determination of construction timing of the maintenance shop (with or separate from other improvements), Firm shall incorporate the City's review comments on the 30% design package and prepare 60% design documents for all aspects of the project, including updated control strategies for new infrastructure implementation, alarms, and operation, including:

- Fluoride equipment
- Hypochlorite dosing equipment
- Dechlorination dosing equipment
- Methane tank flexible operation
- Manganese flexible operation
- Flush-to-waste processes from the methane tanks
- Analyzer water supply shifts
- Manganese analyzer equipment

Electronic copies of the 60% design construction plans shall be submitted in a PDF format that is supported by Bluebeam for review, and the specifications and control strategies shall be submitted in Microsoft Word format that is supported for "track changes".

Upon completion of the 60% design, Firm shall present proposed improvements at a focused meeting with City Facilities staff to discuss the maintenance shop and the modifications within the existing chemical building.

The 60% design will include an updated engineer's cost estimate broken out into on-site improvements and public ROW improvements.

95% Design

Firm shall incorporate the City's review comments on the 60% design package and prepare 95% design documents for all aspects of the project including any updates to the control strategies.

Electronic copies of the 95% design construction plans shall be submitted in a PDF format that is supported by Bluebeam for review, and the specifications and control strategies shall be submitted in Microsoft Word format that is supported for "track changes". Plans, specifications, and control strategies are anticipated to have only minor comments at this stage in order to proceed to the 100% design package. All elements needed for a construction package shall be provided for review as part of the 95% design package.

The 95% design will include an updated engineer's cost estimate broken out into on-site improvements and public ROW improvements.

Final Design (100% Design Package)

Consultant will complete the final design package based upon the City's 95% review comments on the 95% design package. A final, reproducible signed set of the construction documents in PDF format will be provided to the City for bidding purposes, along with an electronic PFD file copies that include plotter control parameters for 11"x17" prints and 24"x36" prints. Firm shall also provide an electronic PDF file of the specifications. Firm shall prepare an engineer's estimate of the work to be performed by the contractor.

In addition, upon completion of the 100% design, the Firm shall submit a copy of all AutoCAD design files to the City.

<u>Task 3 – Construction support services & permitting</u>

Firm shall assist the City during the construction phase of the project to ensure the proper construction, implementation, and activation of the designed improvements. The following areas shall be considered:

- Project Bid Questions Assist in pre-bid site walk and support questions that come up during the bidding period
- Submittal Review Assist in reviewing submittals from the contractor for compliance with the project plans and specifications.
- RFI Review Assist in responding to RFIs from the contractor.
- Grant Support Assist with documentation for quarterly grant reporting
- System Start-up and Manuals Provide assistance during system start-up
- As-built creation As construction redlines are provided, implement improvements on final as-built AutoCAD files (to be provided to DOU as requested and upon construction completion) and verify the asset documentation spreadsheet data provided by the contractor
- Approvals & Permitting Firm shall incorporate time into the proposal to support DOU in obtaining approvals (and permits, as applicable) from the following departments and agencies:
 - Public ROW Public Works review and approval
 - Maintenance shop & chemical building structural updates Facilities & Building Department (including Fire Department)

- Chemical systems & storage Sacramento County EMD
- Treatment modifications CA State Division of Drinking Water





Shasta Wells Build-Out Cost File



Due December 27, 2024 // Bid Transaction # P24141311042



Fee Schedule

It is our understanding that services provided to the City of Sacramento will be compensated on a time and materials basis. Other direct costs (ODCs) and subconsultants will be billed at cost plus 10 percent. BC does not have different overtime rates, and will not charge associated project cost (APC) on this project.

Level	Engineering	Technical/Scientific	IAaministrativa	ourly ate
А			Office/Support Services I	\$82
В	Drafter Trainee	Field Service Technician I	Word Processor I; Office/Support Services II	\$90
С	Assistant Drafter	Field Service Technician II	Word Processor II; Office/Support Services III	\$105
D	Drafter; Engineering Aide; Inspection Aide	Field Service Technician III	Accountant I; Word Processor III; Office/ Support Services IV	\$108
E	Engineer I; Senior Drafter; Senior Illustrator; Inspector I	Geologist/Hydrogeologist I; Scientist I; Senior Field Service Technician	Accountant II; Word Processor IV	\$124
F	Engineer II; Inspector II; Lead Drafter; Lead Illustrator	Geologist/Hydrogeologist II; Scientist II	Accountant III; Area Business Operations Mgr; Tech Writer; Word Processing Supervisor	\$150
G	Engineer III; Inspector III; Sr Designer; Supervising Drafter; Superv. Illustrator	Geologist/Hydrogeologist III; Scientist III	Accountant IV; Administrative Manager	\$175
Н	Sr Engineer; Principal Designer; Sr Construction Engineer; Sr Engineer	Senior Geologist/Hydrogeologist; Senior Scientist	Senior Technical Writer	\$202
I	Principal Engineer; Principal Construction Engineer; Superv. Designer	Principal Geologist/Hydrogeologist; Principal Scientist	Corp. Contract Administrator	\$245
J	Supervising Engineer; Superv. Constr. Engineer; Superv. Engineer	Supervising Scientist; Supervising Geologist/ Hydrogeologist	Assistant Controller	\$273
K	Managing Engineer	Managing Geologist/Hydrogeologist; Managing Scientist Area Bus Ops Mgr IV		\$325
L	Chief Engineer; Executive Engineer	Chief Scientist; Chief Geologist/ Hydrogeologist	Copr Marketing Comm. Mgr.	\$354
M	Vice President			\$388
N	Senior Vice President			\$459

Notes:

Brown and Caldwell hourly billing rates are revised annually to reflect changes in employee pay rates. The above rates are effective through December 31, 2025. An escalation factor of 4 percent will be applied to the BC rates to account for the anticipated change in hourly rates for each new calendar year, beginning January 1, 2026.

Brown and Caldwell Shasta Wells Build-Out: B

Cost Proposal Assumptions

Our cost proposal was developed using the Order of Work provided in the Request for Proposals (RFP). BC takes no issue with the Order of Work as provided in the RFP. The following assumptions were used to develop our cost proposal.

Task 001 – Finalization of As-Built Drawings from Original Project

- 1. City will provide as-built drawings from original project in AutoCAD Civil 3D 2022 dwg format.
- 2. City staff will be available onsite to provide access to facility buildings and rooms, and to describe City-performed improvements after the original project was completed.
- 3. BC will provide draft as-built drawings for review electronically in PDF format.
- 4. BC will provide final as-built drawings electronically in PDF and DWG files.

Task 002 - Project Design & Permitting

The following assumptions are valid for Subtasks 201 through 205:

- 1. Drawings format will match format in original project as-built drawings.
- 2. Site plan will not differ significantly from site plan provided by City during pre-proposal meeting.
- 3. Existing well pumps have inverter duty motors to accept VFD.
- 4. Maintenance Building to be Title 24 energy compliant using prescriptive method.
- 5. Maintenance building will be one-story and constructed to match existing chemical building.
- 6. Maintenance building fire sprinkler system will be designed using a prescriptive specification.
- 7. Maintenance building will include a single bathroom with a single shower.
- 8. The pump test caisson will be located outside the maintenance building.
- 9. The City of Sacramento owns the parcel to the west of the existing site where future improvements will be located, and the right-of-way where the future Imagination Parkway extension will be located.
- 10. The final design documents will include up to 125 drawings and 120 specification sections.

Subtask 201 – 10% Design of Facility Build-Out

- 1. Up to five members of the BC team will attend the kickoff meeting, which is anticipated to be a hybrid meeting two hours in duration not including travel time.
- 2. Up to five members of the BC team will attend the comment review meeting, which is anticipated to be a hybrid meeting two hours in duration not including travel time.
- 3. 10% Design submittal will include:
 - a. Cover
 - b. Site Plan
 - c. Future Facilities Plan
 - d. Building Floor Plan
 - e. Treatment System Equipment Plan
 - f. Fluoridation System Equipment Plan
 - g. Hypo System Equipment Plan
 - h. Single Line Diagram
 - i. Well Pump P&ID
 - i. Treatment P&ID
 - k. Fluoridation P&ID

- I. Disinfection P&ID
- 4. 10% Design submittal will be subject to one round of compiled and coordinated comments.
- 5. Specifications and a cost estimate will not be prepared as part of the 10% design.
- 6. 10% Design submittal will be submitted electronically in PDF format.
- 7. Meeting agenda and notes will be provided electronically in PDF format.

Subtask 202 – 30% Design and CEQA Assessment

- 1. Up to five members of the BC team will attend both the Public Works and Utilities O&M meetings, which are anticipated to be in-person meetings two hours in duration not including travel time.
- 2. Boring cuttings from geotechnical investigation will be spread at the site.
- 3. All geotechnical borings will be backfilled with neat grout and surface repaired to match existing conditions.
- 4. Geotechnical drilling will be performed in one eight-hour day and will consist of one 50-ft, two 20-ft, and one 10-ft borings.
- 5. City will provide access to site for survey and geotechnical investigation.
- 6. Topographic survey will include one-foot contour intervals.
- 7. Scope does not include resetting disturbed or destroyed monuments, filing corner records, or record of survey.
- 8. Traffic control plans and encroachment permits are not required for survey or geotechnical investigation.
- 9. 30% Design submittal will be subject to one round of compiled and coordinated comments.
- 10. 30% Design will include:
 - a. The maintenance shop
 - b. On-site circulation and drainage
 - c. Grading plan
 - d. Fence boundaries
 - e. Site improvement boundaries, and tie-in points to existing street improvements
 - f. Electrical loads for shop and pump testing equipment
 - g. On-site water, sewer, and drainage improvements in expanded property
 - h. Conduit runs from existing control building to new electrical room
 - i. Detention improvements
- 11. In accordance with the Association for the Advancement of Cost Engineering International (AACE) criteria, this is a Class 3 estimate. A Class 3 estimate is defined as a Project Budget Estimate or Funding Request Estimate. Typically, engineering is from 10 to 40 percent complete. Class 3 estimates are used to prepare budget funding request or to evaluate design options and form the base work for the Class 2 Design Baseline or Control Estimate. Expected accuracy for Class 3 estimates typically range from -20 to +30 percent, depending on the technological complexity of the project, appropriate reference information and the inclusion of an appropriate contingency determination. In unusual circumstances, ranges could exceed those shown.
- 12. City will provide previous environmental reports prepared for the site within four weeks of project kickoff.
- 13. For budgeting purposes, it is assumed a mitigated negative declaration will be required for the project.
- 14. CEQA Assessment costs are based on an Initial Study/Mitigated Negative Declaration (IS/MND), under which all potential environmental impacts would be mitigable to less-than-significant levels.
- 15. Construction activities would occur during daytime hours and would fully comply with City noise ordinance, and therefore construction noise modeling is not required.

Brown and Caldwell Shasta Wells Build-Out: D

- 16. Response to IS/MND public comments is limited to 52 hours.
- 17. CEQA assessment documentation will be submitted electronically in PDF format.
- 18. 30% drawings and cost estimate will be submitted electronically in PDF format.
- 19. 30% specifications and control strategy will be submitted electronically as Microsoft Work files.
- 20. Draft and Final CEQA Assessment Report will be submitted electronically in PDF format.
- 21. Draft and final geotechnical reports will be submitted electronically in PDF format.
- 22. Meeting agenda and notes will be provided electronically in PDF format.

Subtask 203 - 60% Design

- 1. Up to five members of the BC team will attend the comment review meeting, which is anticipated to be in-person meetings two hours in duration not including travel time.
- 2. 60% Design submittal will be subject to one round of compiled and coordinated comments.
- 3. In accordance with the Association for the Advancement of Cost Engineering International (AACE) criteria, this is a Class 2 estimate. A Class 2 estimate is defined as a Design Baseline Estimate or Control Estimate. Typically, engineering is from 30 to 70 percent complete. Class 2 Estimates are used to monitor design progression, evaluate design decisions, and form the base work for the Class 1 Final Control Estimate. Expected accuracy for Class 2 estimates typically ranges from -15 to +20 percent, depending on the technological complexity of the project, appropriate reference information and the inclusion of an appropriate contingency determination. In unusual circumstances, ranges could exceed those shown.
- 4. 60% drawings and cost estimate electronically in PDF format.
- 5. 60% specifications and control strategy electronically as Microsoft Word files.
- 6. Meeting agenda and notes will be provided electronically in PDF format.

Subtask 204 – 95% Design

- 1. 95% Design submittal will be subject to one round of compiled and coordinated comments.
- 2. In accordance with the Association for the Advancement of Cost Engineering International (AACE) criteria, this is a Class 1 estimate. A Class 1 estimate is defined as a Baseline Check Estimate or Final Control Estimate. Typically, engineering is from 50 to 100 percent complete. Class 1 Estimates are used to compare against received bids, evaluate change order requests, and for construction claim evaluations and dispute resolution. Expected accuracy for Class 1 estimates typically range from -10 to +15 percent, depending on the technological complexity of the project, appropriate reference information and the inclusion of an appropriate contingency determination. In unusual circumstances, ranges could exceed those shown.
- 3. 95% drawings and cost estimate electronically in PDF format.
- 4. 95% specifications and control strategies electronically as Microsoft Work files.
- 5. Meeting agenda and notes will be provided electronically in PDF format.

Subtask 205 – Final (100%) Design

- 1. 100% drawings and cost estimate electronically in PDF format.
- 2. 100% specifications and control strategies electronically as Microsoft Work files.
- 3. 100% documents will be signed and stamped.

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Task 003 - Construction Support and Permitting

Subtask 301 - Bid Support

- 1. BC will prepare up to four addenda during the bid period.
- 2. Three members of the BC team will attend a two-hour pre-bid site visit.
- 3. BC will attend one virtual meeting with City staff. The meeting will be attended by two members of the BC team and will be one hour in duration.
- 4. Bid addenda electronically in PDF format.
- 5. Bid Summary Letter electronically in PDF format.

Subtask 302 - ESDC

- 1. Design modifications will be subject of one round of review with a single set of compiled and coordinated comments provided by the City.
- 2. Review of up to 85 submittals is included in this task. A resubmittal will be considered as a submittal counting toward the overall review effort for this task.
- 3. Response of up to 30 Contractor requests for information is included in this task.
- 4. BC will prepare up to four design modifications.
- 5. Contractor will provide one legible consolidated set of reline markups on an electronic set of drawings.
- 6. Material testing and compaction testing is not included in this scope.
- 7. Construction management services are not included in this scope.
- 8. Scope is based on a 24-month construction period.
- 9. Submittal responses electronically PDF form or through a construction management software.
- 10. RFI responses in electronically PDF form or through a construction management software.
- 11. Design modifications electronically in PDF format.
- 12. Record drawings electronically in PDF format.

Subtask 303 – Startup Support

- 1. Disinfection and bacteriological testing will be performed by others.
- 2. Periodic site visits assume a total of 20 hours of BC time, not including travel.

Subtask 304 - Permitting

- 1. BC will support the City in obtaining the following permits:
 - a. Public Works Right-of-Way Permit
 - b. Facilities & Building Department Permit for maintenance building
 - c. Sacramento Environmental Management Department permit for chemical systems and storage
 - d. Water System Permit Amendment from Division of Drinking Water (DDW)
- 2. BC will coordinate with the fire department as part of the maintenance building permit effort.
- 3. Disinfection and bacteriological testing will be performed by others.
- 4. Periodic site visits assume a total of 20 hours of BC time, not including travel.
- 5. City will submit DDW materials.
- 6. Permitting fees will be paid by others.

Subtask 305 - Grant Support

- 1. Grant compliance summaries is based on a 41-month project duration.
- 2. BC will prepare up to four BABA waivers.

- 3. BABA supporting documentation will be provided by the Contractor. The Contractor will coordinate with vendors as needed.
- 4. Project status and upcoming tasks in bullet list form to support grant compliance reporting as Microsoft Word documents.
- 5. BABA waivers with supporting documentation.

Task 004 - Project Management

- 1. Project management time is based on a 41-month project duration.
- 2. Effort for QA/QC is provided under Tasks 002 and 003.
- 3. Monthly invoices, including a project status report, will be submitted electronically in PDF format.

Brown and Caldwell Shasta Wells Build-Out: G



Participation Verification Form Professional and Nonprofessional Service Agreements of \$250,000 or More

Proposer/Bidder Name: Brown and Caldwell				
Proposal/Bid Amount: \$1,713,422	Is the Proposer/Bidder an LBE? _	✓	Yes	_ No

IF THE PROPOSER/BIDDER IS USING SUBCONTRACTORS OR SUB-TIER SUPPLIERS TO SATISFY THE LBE PARTICIPATION REQUIREMENT OF THIS SOLICITATION, THIS FORM MUST BE SUBMITTED WITH THE PROPOSAL OR BID FOR THE PROPOSER OR BIDDER TO BE CONSIDERED FOR AWARD.

THIS FORM MUST BE INCLUDED WITH THE SEALED COST ESTIMATE IF THE REQUEST FOR PROPOSAL REQUIRES A SEPARATE SEALED COST ESTIMATE.

To be eligible for this agreement, the proposer or bidder shall list below all the business entities (subcontractors or suppliers) used to attain the 5% LBE participation requirement. Estimated dollar values shall be provided for <u>all</u> work, services or supplies listed. The failure to attain the 5% LBE participation or the inclusion of false information or the omission of required information will render the proposal or bid non-responsive.

LBE Business Entity Name and Physical Address, no PO Box (subject to verification)	Description of Work, Services or Supplies to be provided	Estimated Dollar Value of Work, Services or Supplies		
Ascent Environmental, 455 Capitol Mall, Suite 300 Sacramento, CA 95814	CEQA Assessment	\$ 77,190		
Shannon & Wilson, 1722 3rd Street, Suite 100 Sacramento, CA 95811	Geotech	\$ 37,034		
Mark Thomas, 701 University Ave, Suite 200 Sacramento, CA 95825	Survey	\$ 11,540		
		\$		

COPY AND ATTACH ADDITIONAL SHEETS AS NECESSARY

The Proposer/Bidder hereby certifies that each business entity listed on this LBE Participation Verification Form has been notified that it has been listed and has consented in writing to its name being submitted for this proposal or bid. The Proposer/Bidder also certifies that it will notify each business entity listed on this Form in writing if the agreement is awarded to the Proposer/Bidder, and will make all documentation relevant to the listed business entities and LBE participation available to the City of Sacramento upon request. The Proposer/Bidder further certifies that all the information contained in this Form is true and correct and acknowledges that the City will rely on the accuracy of this information in awarding the agreement.

Form Revised 10/19/2020

EXHIBIT B

PAYMENT

- 1. **CONTRACTOR's Compensation.** The total of all fees paid to the CONTRACTOR for the provision of Services as set forth in Exhibit A, including any authorized reimbursable expenses, shall not exceed the total sum of \$ 1,713,422. The payments specified in this Exhibit B shall be the only payments made to Contractor unless the City approves a Supplemental Contract.
- 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 Exhibit A or Attachment 1 to this Exhibit B and any applicable special provisions included in the request for bids or proposals. If there is a conflict between Exhibit A or Exhibit B and the Special Provisions, Exhibit A or Exhibit B controls.
- 3. CONTRACTOR's Reimbursable Expenses. "Reimbursable Expenses" are limited to actual expenditures of CONTRACTOR for expenses that are necessary for the proper satisfaction of the Contract and are only payable if specifically authorized in advance in writing by the City. No charges or markup will be allowed unless specified in the Contract, including charges for travel and transportation.
- **4. Payments to CONTRACTOR.** Contractor is responsible for supplying all documentation necessary to verify invoices to the City's satisfaction.
 - 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. Invoices must be submitted to either of the addresses specified below.
 - (1) Email. Submit email invoices and any attachments to: apinvoices@cityofsacramento.org
 - (2) Postal Mail. If emailing is not an option, mail to:

A/P Processing Center City of Sacramento 915 I Street, Floor 4 Sacramento, CA 95814-2608

- C. All invoices submitted by CONTRACTOR must 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
- (8) Description of services billed under Invoice
- (9) Amount of Invoice (itemize all authorized Reimbursable Expenses)
- (10) Total Billed to Date under Contract (if applicable)
- D. Items must be separated into Services and Reimbursable Expenses. Invoices that do not conform to the format outlined above will be returned to CONTRACTOR for correction. CITY is not responsible for delays in payment to CONTRACTOR resulting from CONTRACTOR's failure to comply with the invoice format described above.
- **Additional Services.** Additional Services shall be provided only when a Supplemental Contract authorizing the Additional Services is approved in writing by the City in accordance with the City's contract amendment procedures. The City reserves the right to perform any Additional Services with its own staff or to retain other contractors to perform the Additional Services.
- 6. Accounting Records of CONTRACTOR. During performance of this Contract and for a period of three years after completion of performance, CONTRACTOR shall maintain all accounting and financial records related to this Contract, in accordance with generally accepted accounting practices, including records of Contractor's costs for performance under this Contract and records of Contractor's Reimbursable Expenses. Contractor shall keep and make records available for inspection and audit by representatives of the CITY upon reasonable written notice.
- 7. Tax Payments. 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.

ATTACHMENT 1 TO EXHIBIT B

I. COMPENSATION AND PAYMENT

- A. CONTRACTOR shall not commence performance until a written "Notice to Proceed" has been issued by CITY Project Manager.
- B. CONTRACTOR shall be reimbursed for services at the specific rate of compensation in the approved 10-H Form(s). Unless specifically identified as some other method, the specified rates shall include direct/base hourly rate, fringe benefits, overhead, and profit.
- C. CONTRACTOR shall be reimbursed for Other Direct Costs (ODC), at rates as identified on the approved 10-H Form(s) with receipts for actual costs. Any travel costs outside identified ODC will require prior written approval by CITY Project Manager.
- D. If applicable, CONTRACTOR shall pay prevailing wages to those workers employed on public works contracts performing applicable duties as required by the State Labor Code and City Code 3.60.180. CONTRACTOR shall be responsible for any future adjustments to prevailing wage rates including, but not limited to, base hourly rates and employer payments as determined by the Department of Industrial Relations. Based on prevailing adjustments, CONTRACTOR may request an adjustment in the rate(s) in the 10-H form. These adjusted rates will not go into effect until the approval date by the City of the Supplemental Agreement. CONTRACTOR is responsible for paying the appropriate rate, including escalations that take place during the term of the Agreement. A mistake, inadvertence, or neglect by CONTRACTOR in failing to pay the correct rates of prevailing wage will be remedied solely by CONTRACTOR and will not, under any circumstances, be considered as the basis of a claim against CITY on this Agreement.
- E. Unless specifically stated, the contract shall be a not-to-exceed by task, Other Direct Cost (ODC) line item, and total budget as included in the Cost Proposal. Written approval by CITY Project Manager is required for reallocation of budget between tasks, between ODC line items, or between tasks and ODCs. All reallocation requests must include a revised Cost Proposal. If the reallocation will directly or indirectly require an increase in the total contract amount, it will be require a Supplemental Agreement to be approved by the CITY as described in Section G.
 - 1. Any addition or substitution shall be paid at the same or lower rate of the previously approved or similar classification.

2. If a substitution involves Key Staff, CONTRACTOR shall request and justify the need for substitution and obtain written approval from CITY Project Manager. The justification shall include a resume of the proposed new Key Staff.

If the staff addition or substitution will include a new classification, any rate increase, or will directly or indirectly require an increase in total contract amount, it will require a Supplemental Agreement to be approved by the CITY as described in Section G.

No work shall commence until written approval by the CITY Project Manager. Any work not in compliance with the above, and performed prior to the date of approval by the City, shall not be reimbursed.

- F. Supplemental Agreements are required for any changes to the scope and terms of the agreement, including but not limited to the following:
 - 1. Increasing the Agreement not-to-exceed amount.
 - a. Any increase to the not-to-exceed amount shall include a cost proposal documenting the increase.
 - 2. Adding task(s) within the advertised scope.
 - 3. Adding new classifications or adjusting rates:
 - a. Updated 10-H Form(s) for CONTRACTOR and all SUBCONTRACTORS shall be included.
 - b. CONTRACTOR may request cost of living increases in base salary of staff after the contract has been in effect for two years. The maximum increase, if approved, shall be the annual Cost of Living Adjustment (COLA) increase as calculated and used by the Social Security Administration. Any approved increase shall not go into effect until a Supplemental Agreement is executed.
 - 4. Adding SUBCONTRACTORS.
 - 5. Adding new Other Direct Cost (ODC) items not included in 10-H Form.
 - 6. Extending the sunset date of the Agreement.

No work shall commence until the Supplemental Agreement is executed and written notification has been provided by CITY Project Manager. Any work not in compliance with the above, and performed prior to the date of the execution of the Supplemental Agreement by the City, shall not be reimbursed.

G. Monthly Invoices

- 1. Invoices shall be made in arrears based on services provided at specific hourly rates and other direct cost(s) incurred per the approved 10-H Form(s).
- 2. CONTRACTOR AND SUBCONTRACTOR invoices shall be submitted using the City-template and include the following:
 - a. Task, Budget, and Billing Summary.
 - b. A copy of all invoices for Other Direct Costs and appropriate back up documentation, at rates consistent with the approved 10-H Form(s).
 - c. A copy of SUBCONTRACTOR invoices using the City template.
 - d. CONTRACTOR Project Manager's signature certifying that all charges have been reviewed and are in compliance with the contract terms.
 - e. Written approval of CITY Project Manager for any overtime expenses for Prevailing Wage staff consistent with the approved 10-H Form(s).
 - f. Written approval by CITY and CONTRACTOR of Reallocation of Budget between Tasks or between Tasks and Other Direct Costs.
- 3. For non-federally funded projects, CONTRACTOR shall meet the 5% Local Business Enterprise (LBE) participation requirement, unless an LBE waiver has been obtained by CITY Project Manager prior to the agreement being executed. CONTRACTOR will track LBE utilization, including for all subcontractors, and include the percentage achieved with each invoice. The 5% requirement only applies to those agreements awarded for a not-to-exceed amount over \$250,000.
- 4. For federally funded projects in compliance with 49 CFR 26.37, a Disadvantaged Business Enterprises Utilization Report (Form ADM-3069) is required, as specified in this Agreement.
- 5. CONTRACTOR may include SUBCONTRACTOR costs that are treated by the CONTRACTOR as accrued due to such costs having been billed by the SUBCONTRACTOR to CONTRACTOR and recognized by CONTRACTOR and CITY as valid, undisputed, due and payable.

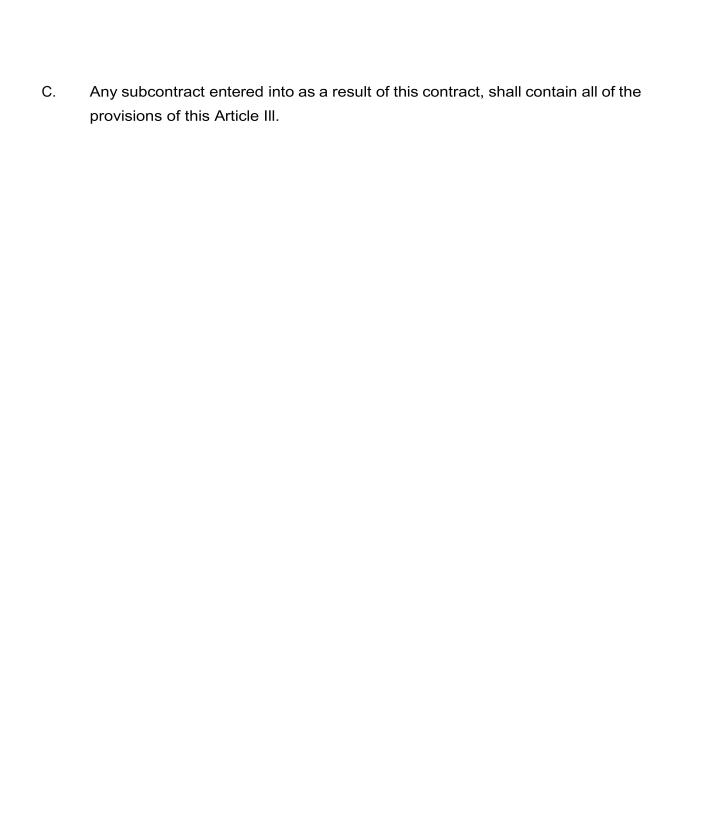
- 6. CONTRACTOR shall not add a mark-up to SUBCONTRACTORs for professional services or other direct costs included in the approved 10-H form(s).
 - a. Cost of equipment must not exceed State of California, California State Transportation Agency, Department of Transportation, Division of Construction Labor Surcharge and Equipment Rental Rates effective time of work is performed.
- 7. Invoices for approved monthly services shall be submitted by CONTRACTOR and received by CITY Project Manager within 45 calendar days of the completion of the approved monthly services specified in the Task, Budget, and Billing Summary.

II. COST PRINCIPLES

- A. All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files.
- B. For federally funded projects, all costs must be in accordance with the cost principles of Title 48 Code of Federal Regulations (CFR), Part 31, Contract Cost Principles and Procedures (48 CFR 31 et seq.).
- C. For federally funded projects, CONTRACTOR agrees to comply with federal procedures in accordance with Title 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (49 CFR 18).
- D. Any costs for which payment had been made to CONTRACTOR that are determined by subsequent audit to be unallowable under 48 CFR 31 or 49 CFR 18 are subject to repayment by CONTRACTOR to CITY.

III. CONFLICT OF INTEREST

- A. CONTRACTOR shall disclose any financial, business, or other relationship with CITY that may have an impact upon the outcome of this contract, or any ensuing CITY construction project. CONTRACTOR shall list current clients who may have a financial interest in the outcome of this contract, or any ensuing CITY construction project, which will follow.
- B. CONTRACTOR certifies that it does not now have, nor shall it acquire in the future, any financial or business interest that would conflict with the performance of services under this contract.



- D. CONTRACTOR certifies that neither CONTRACTOR, nor any firm affiliated with CONTRACTOR will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.
- E. Except for SUBCONTRACTORS whose services are limited to providing surveying or materials testing information, no SUBCONTRACTOR who has provided design services in connection with this contract shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract.
- IV. PROVISIONS FOR REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

CONTRACTOR warrants that this contract was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any CITY employee. In the event of breach or violation of this warranty, CITY shall have the right in its discretion: to terminate the contract without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

V. PROHIBITION OF EXPENDING CITY STATE OR FEDERAL FUNDS FOR LOBBYING

- A. CONTRACTOR certifies to the best of his or her knowledge and belief that:
 - No state, federal or CITY appropriated funds have been paid, or will be paid by-or-on behalf of CONTRACTOR to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.
 - 2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in

connection with this federal contract, grant, loan, or cooperative agreement; CONTRACTOR shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

- B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, US. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- C. CONTRACTOR also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000, and that all such sub recipients shall certify and disclose accordingly.

VI. AUDIT REVIEW PROCEDURES

- A. Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not disposed of by agreement, shall be reviewed by CITY'S Chief Financial Officer.
- B. Not later than 30 days after issuance of the final audit report, CONTRACTOR may request a review by CITY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by CITY will excuse CONTRACTOR from full and timely performance, in accordance with the terms of this contract.
- D. CONTRACTOR and SUBCONTRACTORS' contracts, including cost proposals and indirect cost rates (ICR), are subject to audits or reviews such as, but not limited to, a Contract Audit, an Incurred Cost Audit, an ICR Audit, or a certified public accountant (CPA) ICR Audit Workpaper Review. If selected for audit or review, the contract, cost proposal and ICR and related workpapers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR Audit Workpaper Review it is CONTRACTOR's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's workpapers. The contract, cost proposal, and ICR shall be adjusted by CONTRACTOR and approved by CITY contract manager to conform to the audit or review recommendations. CONTRACTOR agrees that individual terms of costs identified in the audit report shall be incorporated into

the contract by this reference if directed by CITY at its sole discretion. Refusal by CONTRACTOR to incorporate audit or review recommendations, or to ensure that the Federal, State, or local governments have access to CPA workpapers, will be considered a breach of contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

VII. SUBCONTRACTING

- A. CONTRACTOR shall perform the work contemplated with resources available within its own organization; and no portion of the work pertinent to this contract shall be subcontracted without written authorization by CITY'S Contract Administrator, except that, which is expressly identified in the approved Cost Proposal.
- B. Any subcontract entered into as a result of this contract, shall contain all the provisions stipulated in this contract to be applicable to SUBCONTRACTORS.
- C. Any substitution of SUBCONTRACTORS must be approved in writing by CITY's Contract Administrator prior to the start of work by the SUBCONTRACTOR.

VIII. RETENTION OF RECORDS/AUDIT

A. For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; CONTRACTOR, SUBCONTRACTORS, and CITY shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The state, State Auditor, CITY, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of CONTRACTORS that are pertinent to the contract for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. All subcontracts shall contain this provision.

^{*}All referenced forms and sample templates will be provided by CITY.

CITY OF SACRAMENTO 10-H FORM

Approved with Supplement # (type Original if it is the Original): Original

CONTRACTOR Name: Brown and Caldwell

Project Name: Shasta Wells Build Out

Project #: TBD

Fringe Benefit % 38.31%

*Overhead % 149.44%

Combined % 187.75%

Date: 3/5/2025

Profit %:

[Actual Base Hourly Rate Paid to Employee + (Actual Base Hourly Rate Paid to Employee x Combined %)] = A

A x Profit % = B A + B = Actual Fully Loaded Hourly Rate

Key Staff	Prevailing Wage	Classification	Name	Actual Base Hourly Rate Paid to Employee For Reference Only (Does not Include any Fringe or OH)	Actual Fully Loaded Hourly Rate For Reference Only (Includes Fringe, OH & Profit)	Approved Flat Hourly Billing Rate	OT 1.5x Negotiated Flat Hourly Billing Rate	OT 2x Negotiated Flat Hourly Billing Rate
Х		Managing Engineer	Michael Wademan	\$97.84	\$301.24	\$301.24	N/A	N/A
Х		Project Analyst III	Jacki Bates	\$46.02	\$141.69	\$141.69	N/A	N/A
Х		Senior Engineer	Anthony Knapp	\$68.83	\$211.92	\$211.92	N/A	N/A
Х		Engineer II	Christian O'Neil	\$44.29	\$136.37	\$136.37	N/A	N/A
Х		Supervising Engineer	James DeHart	\$91.02	\$280.24	\$280.24	N/A	N/A
Х		Senior Designer	Larry Bullock	\$50.00	\$153.95	\$153.95	N/A	N/A
Х		Managing Engineer	Sundara Rajan Puthuveedu Palani	\$106.64	\$328.34	\$328.34	N/A	N/A
Х		Engineer III	Audrey Gozali	\$63.00	\$193.97	\$193.97	N/A	N/A
Х		Executive Engineer	Jay Hesby	\$117.68	\$362.33	\$362.33	N/A	N/A
Х		Vice President	Joe Wong	\$94.65	\$291.42	\$291.42	N/A	N/A
Х		Principal Engineer	Matthew Hollis	\$67.31	\$207.24	\$207.24	N/A	N/A
Х		Supervising Engineer	Dan Gagne	\$88.99	\$273.99	\$273.99	N/A	N/A
		Word Processing	Dawn Schock	\$47.47	\$146.16	\$146.16	N/A	N/A
		Principal Engineer	Dew Le	\$90.22	\$277.78	\$277.78	N/A	N/A
Х		Senior Engineer	Hunter Adrian	\$62.00	\$190.89	\$190.89	N/A	N/A
		Managing Engineer	Ken Worster	\$62.79	\$193.33	\$193.33	N/A	N/A
Х		Principal Designer	Max Glusko	\$67.15	\$206.75	\$206.75	N/A	N/A
		Supervising Engineer	Terry Gaitlin	\$86.47	\$266.23	\$266.23	N/A	N/A
		Supervising Construction Engineer	Dan Goodburn	\$87.33	\$268.88	\$268.88	N/A	N/A
		Principal Construction Engineeer	David Shroyer	\$80.92	\$249.15	\$249.15	N/A	N/A
		Supervising Construction Engineer	William Agster	\$96.87	\$298.26	\$298.26	N/A	N/A
Х		Engineer III	Michael Russu	\$55.29	\$170.23	\$170.23	N/A	N/A
		Vice President	Seeman Chavan	\$117.30	\$361.16	\$361.16	N/A	N/A
		Executive Engineer	Elizabeth Durazo	\$111.05	\$341.91	\$341.91	N/A	N/A
		Vice President	Lori Jones	\$118.17	\$363.84	\$363.84	N/A	N/A
		Biller	Sara Romero	\$35.44				
		Health/Safety Risk Manager	Kenneth Hoff	\$80.21	\$246.96	\$246.96	N/A	N/A

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I. List all Professional and Supervisory staff by Classification and Name. For staff not listed by name but by classification only, a current payroll document identifying their actual base hourly rate shall be provided with every invoice where an unlisted staff bills time. The approved flat hourly billing rates for all employees will be calculated and reimbursed based on their actual base hourly rates per the date noted above unless CITY Project Manager assigns a fair and reasonable flat hourly billing rate for selected employees. For staff not listed by name but by classification only, the reimbursement will not exceed the approved flat hourly billing rate for that classification. Approved flat hourly billing rates for new employees hired after the date of this cost proposal will not exceed (or shall be in line with) the rates of similar personnel with similar experience listed on this cost proposal. The approved flat hourly billing rate shall be all-inclusive, including all mark-ups, fringe, and overhead expenses and profit.
2. Key Staff shall be determined by CITY Project Manager. (i.e., named Project Manager, a specific Principal Engineer, a specific Structural Engineer, etc. Note Key staff with an "X" in the Key Staff column.

- The employees' actual base hourly rates used to negotiate the flat hourly billing rates in this 10-H Form are the rates that were effective per the date noted above. Addition of new staff, new classifications, or
- addition of a SUBCONTRACTOR not previously listed on the approved 10-H Form(s) shall require written approval from the CITY. No work shall commence until the approval is provided by the CITY. New staff shall be paid at the same or lower approved flat hourly billing rate of the previously approved or similar classification. In addition, if the substitution involves Key Staff, CONTRACTOR must request and justify the need for the substitution and obtain approval from CITY Project Manager. Substituted Key Staff shall be as qualified as the original.
- 4. Approved flat hourly billing rates include all standard equipment including laptop, camera, cell phone, truck, standard personal safety equipment. CITY Project Manager shall approve any other direct costs.
- 5. Note employees/classifications that are subject to prevailing wage requirements with an "X" in the Prevailing Wage column. Prevailing Wage specified is based on current Department of Industrial Relations (DIR) determination. CONTRACTOR shall be responsible for any future adjustments to the prevailing wage, including but not limited to, base hourly rates and employer payments as determined by the DIR. CONTRACTOR is responsible for paying the appropriate rate, including escalations that take place during the term of the Agreement. CONTRACTOR shall be reimbursed at the above listed approved flat hourly billing rates. 6. Overtime may be reimbursed to classifications where it is required by their union contracts (Prevailing Wage classifications). Overtime will not be charged unless prior written approval is received by CITY Project
- Manager. CITY shall pay CONTRACTOR at the approved overtime rates noted above. CONTRACTOR shall pay prevailing wage employees per prevailing wage guidelines
- Local transportation costs resulting from commuting to and from the employee's residence to the office or job site are not reimbursable.
- The Project will not reimburse CONTRACTOR for costs to relocate its staff to the geographic area of the contract. The Project will not reimburse CONTRACTOR for any per diem.
- ODC items are to be in compliance with Code of Federal Regulations, Title 48 Part 31 [Federal Acquisition Regulations (FAR) cost principles] and the firm's company-wide allocation policies and charging practices with all clients including federal government, state government, local agencies and private clients,

By signing here, you agree to the terms above, and attest that all information is accurate and true

CONTRACTOR/SUBCONTRACTOR'S AUTHORIZED PERSON SIGNATURE

(type/print name here)

Page1 of 1

EXHIBIT C

INSURANCE

1. Insurance Requirements. During the entire term of this Contract, Contractor shall maintain the insurance coverage described in the Insurance Terms below. Full compensation for all premiums that Contractor is required to pay for the insurance coverage described herein shall be included in the compensation specified under this Contract. 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.

Contractor's liability to the City is not in any way limited to or affected by the amount of insurance coverage required or carried by the Contractor in connection with this Contract.

2. General Liability Minimum Scope and Limits of Insurance Coverage. Commercial General Liability Insurance is required 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 the Contractor and subcontractors, products and completed operations of Contractor 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.

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 and subcontractors; products and completed operations of Contractor and subcontractors; and premises owned, leased, or used by Contractor and subcontractors.

3. Automobile Liability Minimum Scope and Limits of Insurance Coverage. (*Check the applicable provision*.)

<u>X</u> _	Automobile Liability Insurance is required 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 occurrence. The policy shall provide coverage for owned, non-owned and/or hired
	autos as appropriate to the operations of the Contractor.

The City, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects auto liability.

 No automobile liability	/ insurance i	s required,	and b	y signing	this	Contract,	Contractor
certifies as follows:							

"Contractor certifies that a motor vehicle will not be used in the performance of any work or services under this agreement. If, however, Contractor does transport items under this Contract, or this Contract is amended to require any employees of Contractor to use a vehicle to perform services under the Contract, Contractor understands that it must maintain and provide evidence of 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 occurrence. The policy shall provide coverage for owned, non-owned and/or hired autos as appropriate to the operations of the Contractor."

- 4. 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 contains, or is endorsed to contain, a provision that it will 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 will be in excess of Contractor's umbrella or excess coverage and will not contribute to it.
- **5. Workers' Compensation Minimum Scope and Limits of Insurance Coverage.** (*Check the applicable provision.*)
 - Workers' Compensation Insurance is required 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.
 No work or services will be performed on or at CITY facilities or CITY Property, therefore
 a Workers' Compensation waiver of subrogation in favor of the CITY is not required.
 No Workers' Compensation insurance is required, and by signing this Contract, Contractor
 certifies as follows:

"Contractor certifies that its business has no employees, and that it does not employ anyone, and is therefore exempt from the legal requirements to provide Workers' Compensation insurance. If, however, Contractor hires any employee during the term of this Contract, Contractor understands that Workers' Compensation with statutory limits and Employer's Liability Insurance with a limit of not less than one million dollars (\$1,000,000) is required. The Workers' Compensation policy will include a waiver of subrogation in favor of the City."

6. **Professional Liability Minimum Scope and Limits of Insurance Coverage.** Professional Liability Insurance providing coverage on a claims-made basis for errors and omissions, or malpractice with limits of not less than one million dollars (\$1,000,000):

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If required, such coverage must be continued for at least _3_ year(s) following the completion of all Services under this Contract. The retroactive date must be prior to the date this Contract is approved or any Services are performed.

- **7. Other Insurance Provisions.** The policies must contain, or be endorsed to contain, the following provisions:
 - A. Contractor's insurance coverage, including excess insurance, shall be primary insurance as respects the City, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees or volunteers will be in excess of Contractor's insurance and will not contribute with it.
 - B. Any failure to comply with reporting provisions of the policies will not affect coverage provided to the City, its officials, employees or volunteers.
 - C. Coverage shall state that Contractor's insurance applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - D. Contractor shall provide the City with 30 days written notice of cancellation or material change in the policy language or terms.
- **8. Acceptability of Insurance**. Insurance must 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 Exhibit C must be declared to and approved by the City in writing before execution of this Contract.

9. Verification of Coverage.

- A. Contractor shall furnish City with certificates and required endorsements evidencing the insurance required. Certificates of insurance must be signed by an authorized representative of the insurance carrier. Copies of policies shall be delivered to the City Representative on demand.
- B. Contractor shall send all insurance certificates and endorsements, including policy renewals, during the term of this Contract directly to:

City of Sacramento c/o Exigis LLC PO Box 947 Murrieta, CA 92564

C. Certificate Holder must be listed as:

City of Sacramento c/o Exigis LLC PO Box 947 Murrieta, CA 92564

D. The City may withdraw its offer of Contract or cancel this Contract if the certificates of insurance and endorsements required have not been provided before execution of this Contract. The City may withhold payments to Contractor and/or cancel the Contract if the insurance is canceled or Contractor otherwise ceases to be insured as required herein.

10.	Subcontractor Insurance Coverage . Contractor shall require and verify that all subcontractors maintain insurance coverage that meets the minimum scope and limits of insurance coverage specified in this Exhibit C.

EXHIBIT D

GENERAL CONDITIONS

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 will be entitled to any benefits payable to CITY employees. CITY is not required to make any deductions or withholdings from the compensation payable to CONTRACTOR under the provisions of this Contract, and CONTRACTOR will 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 any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Contract or by reason of the nature and/or performance under this Contract.
- В. It is further understood and agreed by the parties that CONTRACTOR, in the performance of its obligations, is subject to the City's control and direction as to the designation of tasks to be performed and the results to be accomplished under this Contract, but not as to the means, methods, or sequence used by CONTRACTOR for accomplishing the results. To the extent that CONTRACTOR obtains permission to, and does, use CITY facilities, space, equipment or support services in the performance of this Contract, this use will be at the CONTRACTOR's sole discretion based on the CONTRACTOR's determination that the use will promote CONTRACTOR's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Contract, the CITY does not require that CONTRACTOR use CITY facilities, equipment or support services or work in CITY locations in the performance of this Contract. As used in this Contract, "sole discretion" or "sole judgment" means that the party authorized to exercise its discretion or judgment may do so based on an unfettered assessment of its own interests, without considering how its decision affects the other party, and unconstrained by the implied covenant of good faith and fair dealing.
- C. If, in the performance of this Contract, any third persons are employed by CONTRACTOR, such persons will be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. Except as otherwise provided in this Contract, 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 will issue W-2 or 1099 Forms for income and employment tax purposes for all CONTRACTOR's assigned personnel and subcontractors.
- D. The provisions of this section will survive any expiration or termination of this Contract. Nothing in this Contract creates an exclusive relationship between CITY and CONTRACTOR. CONTRACTOR may represent, perform services for, or be employed by

any additional persons or companies so long as CONTRACTOR does not violate the provisions of Section 5, below.

- 2. Licenses; Permits, Etc. CONTRACTOR represents and warrants that CONTRACTOR has, and shall maintain at all times during the term of this Contract at its sole cost and expense, all licenses, permits, qualifications, and approvals of any nature that are legally required for CONTRACTOR to practice its profession or fulfill the terms of this Contract, including a City Business Operations Tax Certificate and any required certification issued by the California Secretary of State.
- **Time.** Time is off the essence in the performance of this Contract. CONTRACTOR shall devote the necessary time and effort to its performance under this Contract. Neither party will be considered in default of this Contract, 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 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 will acquire any interest, directly or indirectly, that would conflict in any manner with the CITY's interests or that would in any way hinder CONTRACTOR's performance under this Contract. CONTRACTOR further covenants that in the performance of this Contract, no person having any such interest will be employed by it as an officer, employee, agent or subcontractor, without the City's written consent.

CONTRACTOR agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the City's interests during the performance of this Contract. If CONTRACTOR is or employs a former officer or employee of the CITY, CONTRACTOR and any former City officer or employee 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. Hazardous Substances. "Hazardous Substances" means any substance, material, waste, or other pollutant or contaminant that is or becomes designated, classified, or regulated as hazardous or toxic under any law, regulation, rule, order, decree, or other governmental requirement now in effect or later enacted. If Contractor is shipping Hazardous Substances, Contractor must supply a Safety Data Sheet ("SDS") with the first shipment of Hazardous Substances to each City location receiving the Hazardous Substances. If the content of an SDS is revised, Contractor must provide a revised SDS to each City location receiving Hazardous Substances.
- **7. Confidentiality of CITY Information.** During performance of this Contract, 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 City's prior written consent.

In addition, CONTRACTOR must 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 is a material violation of this Contract and shall justify legal and equitable relief.

8. **CONTRACTOR Information.**

- A. CITY shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by CONTRACTOR under this Contract. In this Contract, the term "information" means and includes: 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 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 under this Contract 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 days after CITY is served with any such claim, action, lawsuit or other proceeding. However, City's failure to provide notice within the ten-day period does not relieve CONTRACTOR of its obligations hereunder, which survive any termination or expiration of this Contract.
- 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 Contractor's performance, will be disclosed upon receipt of a request for disclosure, in accordance with 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 will then have five days from the date it receives notice to petition the court for a protective order to prevent the disclosure of the information. 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 seek a protective order, in accordance with the provisions of subsection C, above, constitutes a complete waiver by CONTRACTOR of any rights regarding the information designated "trade secret" by CONTRACTOR, and the

information will be disclosed by CITY in accordance with the Public Records Act.

- 9. Notification of Material Changes in Business. Contractor agrees that if it experiences any material changes in its business, including a reorganization, refinancing, restructuring, leveraged buyout, bankruptcy, name change, or loss of key personnel, it will immediately notify the City of the changes. Contractor also agrees to immediately notify the City of any condition that may jeopardize the scheduled delivery or fulfillment of Contractor's obligations to the City under this Contract.
- Standard of Performance. CONTRACTOR shall perform in the manner and according to the standards currently observed by a competent practitioner of CONTRACTOR's profession in California and in compliance with all requirements of this Contract. All products that CONTRACTOR delivers to CITY under this Contract must be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in CONTRACTOR's profession.

CONTRACTOR shall assign only competent personnel to perform on its behalf under this Contract. CONTRACTOR must notify the CITY in writing of any changes in CONTRACTOR's staff assigned to perform under this Contract, before any performance by the new staff member. If the CITY, in its sole discretion, determines that any person assigned by the Contractor to perform under this Contract is not performing in accordance with the standards required herein, City shall provide notice to Contractor. CONTRACTOR shall immediately remove the assigned person upon receipt of the notice.

- 11. Performance or Different Terms and Conditions. The City's subsequent performance will not be construed as either acceptance of additional or different terms and conditions or a counteroffer by the Contractor, nor will the City's subsequent performance be viewed as acceptance of any provision of the Uniform Commercial Code, as adopted by any State, that is contrary to the terms and conditions contained herein. Contractor's performance shall conform to the applicable requirements of the Sacramento City Charter, Sacramento City Code, and all applicable State and Federal laws, and all the requirements of this Contract. The California Commercial Code will apply except as otherwise provided in the Contract.
- 12. Emergency/Declared Disaster Requirements. If an emergency is declared by the City Manager, or if any portion of the City is declared a disaster area by the county, state or federal government, this Contract may be subjected to increased usage. The Contractor shall serve the City during a declared emergency or disaster, subject to the same terms and conditions that apply during non-emergency / non-disaster conditions. The pricing set forth in this Contract will apply, without mark-up, regardless of the circumstances. If the Contractor is unable to fulfill the terms of the Contract because of a disruption in its chain of supply or service, then the Contractor shall provide proof of the disruption. Acceptable forms of proof will include a letter or notice from the Contractor's source stating the reason for the disruption

13. Term; Suspension; Termination.

A. This Contract is effective on the Effective Date and continues in effect until both parties have fully performed their respective obligations under this Contract, unless sooner terminated as provided herein.

- B. CITY shall have the right at any time to suspend CONTRACTOR's performance hereunder, in whole or in part, by giving a written notice of suspension to CONTRACTOR. Upon receipt of such notice, CONTRACTOR shall immediately suspend its activities under this Contract, as specified in the notice.
- C. The CITY shall have the right to terminate this Contract at any time by giving a written notice of termination to CONTRACTOR. Upon receipt of such notice, CONTRACTOR shall immediately cease performance under this Contract as specified in the notice. If the CITY terminates this Contract:
 - (1) CONTRACTOR shall, not later than five days after receipt of the notice, deliver all information prepared under this Contract to the City.
 - (2) The CITY shall pay CONTRACTOR the reasonable value of Goods or Services provided by CONTRACTOR before termination; provided, however, CITY shall not in any manner be liable for lost profits that might have been made by CONTRACTOR had the Contract not been terminated or had CONTRACTOR completed performance required by this Contract. CONTRACTOR shall furnish to the CITY any financial information requested by the City to determine the reasonable value of the Goods or Services provided by CONTRACTOR. The foregoing is cumulative and does not affect any right or remedy that CITY may have in law or equity.
- 14. Default by Contractor. In case of default by the Contractor, the City reserves the right to procure the Goods or Services from other sources and deduct from any monies due, or that may thereafter become due to the Contractor, the difference between the price named in this Contract and the actual cost to the City to procure from an alternate source. Prices paid by the City will be considered the prevailing market price at the time such purchase is made.

15. Indemnity.

Α. Indemnity: Contractor shall defend, hold harmless, and indemnify City, its officers, and employees, and each and every one of them, to the fullest extent permitted under law, from and against all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, and expenses of every type and description, whether arising on or off the site of the work or services performed under this Contract, including any fees and 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 Claims for personal injury or death, damage to personal, real, or intellectual property, damage to 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 related in any way to the performance of or failure to perform this Contract by Contractor, any subcontractor (including lower-tier subcontractors) or agent of Contractor, their respective officers and employees, and anyone else for whose acts of omissions any of them may be liable, whether or not the 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 the active negligence or willful misconduct of, or defects in design furnished by, City, its agents, servants, or independent contractors who are directly responsible to City, except when such agents, servants, or independent contractors are under the supervision and control of Contractor or any subcontractor (including lower-tier subcontractors) or agent of Contractor. While Contractor's defense costs ordinarily cannot exceed Contractor's proportionate percentage of fault, if one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution, the Contractor shall meet and confer with the City and other parties regarding the unpaid defense costs.

- B. <u>Insurance Policies; Intellectual Property Claims</u>: The existence or acceptance by City of any of the insurance policies or coverages described in this Contract will not affect or limit any of City's rights under this Section, nor will the limits of any insurance limit the liability of Contractor hereunder. This Section will not apply to any intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of the Contractor Information Section, above.
- C. <u>Survival</u>. The provisions of this section will survive any expiration or termination of this Contract.

16. Funding Availability.

- A. This Contract is subject to the budget and fiscal provisions of the Charter and the Sacramento City Code.
- B. The City's payment obligation under this Contract will not exceed the amount of funds appropriated and approved for this Contract by the Sacramento City Council.
- C. This Section shall govern over any other contrary provision of the Contract.
- **17. Equal Employment Opportunity.** During the performance of this Contract, CONTRACTOR, for itself, its assignees and successors in interest, agrees as follows:
 - A. <u>Compliance With Regulations:</u> CONTRACTOR shall comply with all state, local, and federal anti-discrimination laws and regulations, including the Executive Order 11246 entitled "Equal Opportunity in Federal Employment", as amended by Executive Order 11375, 12086, and 13672, and as supplemented in Department of Labor regulations (41 CFR Chapter 60), referred to collectively as the "Regulations."
 - B. <u>Nondiscrimination:</u> CONTRACTOR, with regards to the work performed by it after award and before completion of the work under this Contract, 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. <u>Solicitations for Subcontractors, Including Procurement of Materials and Equipment:</u> 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 Contract 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. <u>Information and Reports:</u> 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 the 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. <u>Sanctions for Noncompliance:</u> In the event of noncompliance by CONTRACTOR with the nondiscrimination provisions of this Contract, the CITY shall impose any sanctions it determines are appropriate including:
 - (1) Withholding of payments to CONTRACTOR under this Contract until CONTRACTOR complies;
 - (2) Cancellation, termination, or suspension of this Contract, in whole or in part.
- F. <u>Incorporation of Provisions:</u> 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. The City may direct CONTRACTOR to take specific actions to enforce these provisions, including sanctions for noncompliance; provided, however, that if CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, CONTRACTOR may request that the CITY join such litigation to protect the City's interests.
- **18. Entire Agreement.** This Contract, including all Exhibits and documents referenced herein, contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had before the execution of this Contract. No alteration to the terms of this Contract shall be valid unless approved in writing by CONTRACTOR, and by CITY, in accordance with applicable provisions of the Sacramento City Code.
- **19. Modification of Contract.** The Contractor shall take no direction from any City employee that changes the executed terms and conditions of the Contract, including Exhibit A, or any change that impacts the cost, price, or schedule, before receiving a written, signed modification to the Contract.
- **20. Severability.** If a court with jurisdiction rules that any portion of this Contract or its application to any person or circumstance is invalid or unenforceable, the remainder of this Contract will not be affected thereby and will remain valid and enforceable as written, to the greatest extent permitted by law.

- **21. Waiver.** Neither the CITY's acceptance of, or payment for, any Goods or Services, nor any waiver by either party of any default, breach or condition precedent, will be construed as a waiver of any provision of this Contract, nor as a waiver of any other default, breach or condition precedent or any other right hereunder. No waiver will be effective unless it is in writing and signed by the waiving party.
- **22. Governing Law.** This Contract shall be governed, construed and enforced in accordance with the laws of the State of California, except that the rule of interpretation in California Civil Code section 1654 will not apply. Venue of any litigation arising out of this Contract will 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.
- 23. Assignment Prohibited. The expertise and experience of CONTRACTOR are material considerations for this Contract. 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 Contract without the written consent of the CITY. Any attempted or purported assignment without CITY's written consent shall be void and of no effect.
- **24. Binding Effect.** This Contract is binding on the heirs, executors, administrators, successors and assigns of the parties, subject to the provisions of Section 23, above.
- 25. Compliance with Laws. The Contractor shall be responsible for strict compliance with all applicable laws, regulations, court orders and other legal requirements applicable to the work to be accomplished under the Contract, including the California Occupational Safety and Health Act and all applicable safety orders issued by the Division of Occupational Safety and Health, Department of Industrial Relations, State of California, and all applicable requirements of Underwriters Laboratories and the Federal Communication Commission.

26. Debarment Certification

- A. Pursuant to 2 CFR, Part 200, and applicable Executive Orders, the City is restricted in its ability to contract with certain parties that are debarred, suspended, or otherwise excluded or ineligible for participating in Federal assistance programs or activities. By signing this Agreement, CONTRACTOR warrants and certifies under penalty of perjury under the laws of the State of California that Contractor, including any owner, partner, director, officer, or principal of the CONTRACTOR, or any person in a position with management responsibility or responsibility for the administration of federal funds:
 - (1) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department/agency;
 - (2) Has not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract (federal, state, or local); violation of federal or state antitrust statutes; or

- commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, receiving stolen property, or other criminal felony;
- (3) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (b) above; or
- (4) Has not, within a three-year period preceding this certification, had one or more public contracts (federal, state, or local) or transactions terminated for cause or default.
- (5) Has not been notified, within a three-year period preceding this certification, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied. Federal taxes are considered delinquent if the tax liability has been finally determined and the taxpayer is delinquent in making payment, as defined in Section 52.209-5 of the Federal Acquisition Regulations.
- B. CONTRACTOR further warrants and certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department/agency. Any exceptions to the warranties and certifications in this Section must be disclosed to the City.
- C. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining Contractor's responsibility. Disclosures must indicate to whom exceptions apply, the initiating agency, and dates of action.
- D. City will review the Federal Government's System for Award Management Exclusions maintained by the General Services Administration for eligibility, prior to the execution of this Agreement. The CONTRACTOR shall provide immediate written notice to the City if, at any time prior to execution, the CONTRACTOR learns this certification is erroneous or has become erroneous by reason of changed circumstances. If it is later determined that the Contractor's warranties and certification in this Section were erroneous, the City may terminate this Agreement for default.

EXHIBIT E

ADDITIONAL REQUIREMENTS FOR SURVEYING, MATERIAL TESTING, AND INSPECTION SERVICES

The Services provided under this Contract include 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. Therefore, the services include "Public Work" under the California Labor Code and is subject to the following requirements:

A. Payment of Prevailing Wages: Contractor and any subcontractor(s) performing any Public Work shall comply with the provisions of Sacramento City Code section 3.60.180 and applicable provisions of the California Labor Code, which require, among other things, that CONTRACTOR and all subcontractors pay not less than the prevailing rate of wages, as determined by the Director of the California Department of Industrial Relations ("DIR") in accordance with California Labor Code section 1773. CONTRACTOR and every subcontractor shall maintain payroll records and submit certified payrolls and other labor compliance documentation electronically when and as required by CITY. In addition, Labor Code Section 1771.4 requires the CONTRACTOR and any subcontractor performing any Public Work to furnish electronic payroll records directly to the Labor Commissioner. Contractor shall include these requirements in every subcontract.

This Agreement is subject to compliance monitoring and enforcement by the DIR, as specified in California Labor Code section 1771.4. The Contractor and any subcontractor 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 City Representative.

B. <u>DIR Registration</u>: California Labor Code Section 1725.5 requires the CONTRACTOR and all subcontractors performing Public Works services to be currently registered with the DIR, as specified in California Labor Code Section 1725.5. California Labor Code Section 1771.1 provides that a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal (subject to the requirements of Section 4104 of the California Public Contract Code), or engage in the performance of any contract for Public Work, unless currently registered and qualified to perform Public Work in accordance with California Labor Code Section 1725.5.

Further information can be found on DIR's website at http://www.dir.ca.gov/Public-Works/Contractors.html. The above summary is provided solely for informational purposes and does not in any way affect the CONTRACTOR's and subcontractors' obligation to comply in all respects with all other applicable laws and regulations. The CONTRACTOR shall disseminate these provisions to all subcontractors.

Before the performance of work by Contractor or any subcontractor(s) under this Contract, Contractor shall furnish Contractor's and any subcontractors' current DIR

registration number(s). The Contractor's current DIR registration number and the current DIR registration number of all subcontractors will be listed on the Subcontractor and LBE Participation Verification Form, incorporated herein.

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

Contractor DIR registration #: 1000005288

- C. <u>Workers' Compensation Certification.</u> In accordance with California Labor Code Section 1861, by signing this Contract, Contractor acknowledges and represents that Contractor is aware of the provisions of section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and that Contractor will comply with the provisions of the Labor Code before commencing performance under this Contract.
- D. <u>Apprentices</u>. If this Contract is for the performance of any Public Work, and the amount of the Contract is \$30,000 or more, the Contractor and any subcontractors performing any Public Work under this Contract must comply with and be subject to enforcement under, the provisions of 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 subcontractors performing Public Work will be subject to penalties for apprenticeship violations in accordance with Labor Code Section 1777.7.
- E. <u>Working Hours</u>. If this Contract is for the performance of any Public Work, Contractor and any subcontractors performing any Public Work under this Contract must 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.
- F. <u>Failure to Comply with Labor Compliance</u>. If all applicable labor compliance requirements are not met, the City will have the right to withhold or reject a payment request and/or invoice, in whole or in part, without in any way relieving Contractor or its subcontractors of any obligations under this Contract.
- G. <u>Subcontractors</u>. The Contractor shall include these provisions A through F in every subcontract or sub-agreement for any subcontractors performing work under this Contract.



BUSINESS OPERATIONS TAX CERTIFICATE

Finance Department

Business Name BROWN & CALDWELL

Business Address 11020 WHITE ROCK RD 200

Type of Business **Architects & Engineers**

Owner BROWN & CALDWELL

Tax Classification

Gross Receipts

Expires 03/31/2025

Mailing Address **KELLY NEWMAN**

BROWN & CALDWELL 1527 COLE BLVD 300

LAKEWOOD, CO 80401-3423



MUST BE POSTED IN CONSPICUOUS PLACE

This certificate is not to be construed as a business license or imply that the City of Sacramento has investigated, or approves or recommends, the

holder of this certificate. Any representation to the contrary is fraudulent. This certificate must be renewed within 30 days of expiration

available in English or other languages by going to: https://www.dca.ca.gov/publications/ Starting January 1, 2021, Assembly Bill 1607 requires the prevention of gender-based discrimination of business establishments. A full notice is

1003858

\$3,645.98 TOTAL PAID:

BEFORE POSTING FOLDED/DETACHED THIS STUB MAY BE



Request for Taxpayer **Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see Purpose of Form, below. Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) Brown and Caldwell(Corporation) Business name/disregarded entity name, if different from above. 3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check 4 Exemptions (codes apply only to See Specific Instructions on page only one of the following seven boxes. certain entities, not individuals; see instructions on page 3): C corporation S corporation Partnership Individual/sole proprietor LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Exempt payee code (if any) Print or type. Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate Exemption from Foreign Account Tax box for the tax classification of its owner. Compliance Act (FATCA) reporting code (if any) Other (see instructions) 3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, (Applies to accounts maintained and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check outside the United States.) this box if you have any foreign partners, owners, or beneficiaries. See instructions Address (number, street, and apt. or suite no.). See instructions. Requester's name and address (optional) 201 North Civic Drive Suite 300 City, state, and ZIP code Walnut Creek, CA 94596 List account number(s) here (optional) Part I Taxpayer Identification Number (TIN) Social security number Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a or TIN, later. Employer identification number Note: If the account is in more than one name, see the instructions for line 1. See also What Name and Number To Give the Requester for guidelines on whose number to enter. 9 6 3 6 Part II Certification Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and

- 3. I am a U.S. citizen or other U.S. person (defined below); and
- 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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

Sign Signature of Randy Stratford Ir Here U.S. person Date 1/1/2025

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

2025 Withholding Exemption Certificate

590

<u> </u>					
The payee completes this form and submits it to the withholding agent. The withholding agen	t keeps this fo	orm with their records.			
Withholding Agent Information Name					
City of Sacramento					
Payee Information Name					
,		TITIN 🗹 FEIN 🗌 CA Corp no. 🗌 CA SOS file no.			
	94-1446346				
Address (apt./ste., room)					
201 N Civic Drive Ste 300					
City (If you have a foreign address, see instructions.)		ZIP code			
Walnut Creek	CA	94596			
Exemption Reason					
Check only one box.					
By checking the appropriate box below, the payee certifies the reason for the exemption from th requirements on payment(s) made to the entity or individual.	ne California ir	ncome tax withholding			
Individuals — Certification of Residency: I am a resident of California and I reside at the address shown above. If I become a notify the withholding agent. See instructions for General Information D, Definitions.	onresident at a	any time, I will promptly			
Corporations: The corporation has a permanent place of business in California at the address shown above or is qualified through the California Secretary of State (SOS) to do business in California. The corporation will file a California tax return. If this corporation ceases to have a permanent place of business in California or ceases to do any of the above, I will promptly notify the withholding agent. See instructions for General Information D, Definitions.					
Partnerships or Limited Liability Companies (LLCs): The partnership or LLC has a permanent place of business in California at the address shown above or is registered with the California SOS, and is subject to the laws of California. The partnership or LLC will file a California tax return. If the partnership or LLC ceases to do any of the above, I will promptly inform the withholding agent. For withholding purposes, a limited liability partnership (LLP) is treated like any other partnership.					
Tax-Exempt Entities: The entity is exempt from tax under California Revenue and Taxation Code (R&TC) Section 23701 (insert letter) or Internal Revenue Code Section 501(c) (insert number). If this entity ceases to be exempt from tax, I will promptly notify the withholding agent. Individuals cannot be tax-exempt entities.					
Insurance Companies, Individual Retirement Arrangements (IRAs), or Qualified Pens The entity is an insurance company, IRA, or a federally qualified pension or profit-shar		aring Plans:			
California Trusts: At least one trustee and one noncontingent beneficiary of the above-named trust is a California resident. The trust will file a California fiduciary tax return. If the trustee or noncontingent beneficiary becomes a nonresident at any time, I will promptly notify the withholding agent.					
Estates — Certification of Residency of Deceased Person: I am the executor of the above-named person's estate or trust. The decedent was a Ca The estate will file a California fiduciary tax return.	alifornia reside	ent at the time of death.			
Nonmilitary Spouse of a Military Servicemember: I am a nonmilitary spouse of a military servicemember and I meet the Military Spouse requirements. See instructions for General Information E, MSRRA.	Residency R	elief Act (MSRRA)			
CERTIFICATE OF PAYEE: Payee must complete and sign below.					
Our privacy notice can be found in annual tax booklets or online. Go to ftb.ca.gov/privacy to leor go to ftb.ca.gov/forms and search for 1131 to locate FTB 1131 EN-SP, Franchise Tax Board this notice by mail, call 800.338.0505 and enter form code 948 when instructed.					
Under penalties of perjury, I declare that I have examined the information on this form, including statements, and to the best of my knowledge and belief, it is true, correct, and complete. I further if the facts upon which this form are based change, I will promptly notify the withholding agent.	er declare und	der penalties of perjury that			
Type or print payee's name and title Kelly Newman CPA Assistant Controller		hone 3032395487			
Payee's signature ▶ <u>Kelly Newman</u>	Date	01/16/2025			
V					

CITY OF SACRAMENTO	Exhibit A – Scope of Services
A Municipal Corporation	Exhibit B – Payment
	Exhibit C – Insurance
By:	Exhibit D – General Conditions
Print Name: Ryan Moore	Exhibit E – Additional Requirements for Surveying, Material Testing, and Inspection Services
Title: Assistant City Manager	
For: Leyne Milstein, Interim City Manager	
APPROVED AS TO FORM:	
Michael Voss Apr 24, 2025	
City Attorney	
ATTEST:	
City Clerk	
Exhibits	

Executed as of the day and year first above stated.

CONTRACTOR

Brown and Caldwell
NAME OF FIRM
94-1446346
Federal I.D. No.
State I.D. No.
1003858
City Business Op. Tax Cert. No.
TYPE OF BUSINESS ENTITY (check one):
Individual/Sole ProprietorCorp. (may require 2 signatures)
Limited Liability Company
Partnership
Other (<i>specify</i> :)
Adam Ross (Apr 17, 2025 13:24 PDT)
Signature of Authorized Person
Adam Ross Vice President
Print Name and Title
Additional Signature (if required)
Print Name and Title
rinicivalile alia Title