



REPORT TO COUNCIL

City of Sacramento

915 I Street, Sacramento, CA 95814-2604
www. CityofSacramento.org

8

Consent
November 16, 2010

Honorable Mayor and
Members of the City Council

**Title: Agreement: Combined Sewer System Regulatory Compliance Support
Services (X14010060)**

Location/Council District: Districts 1, 3, 4, 5, and 6

Recommendation: Adopt a **Resolution** authorizing the City Manager to execute a professional services agreement with Larry Walker Associates, Inc. (LWA), to provide Combined Sewer System Regulatory Compliance Support for FY2010/11 for an amount not to exceed \$398,051.

Contact: Bill Busath, Interim Engineering Manager, 808-1434, Sherill Huun,
Supervising Engineer, 808-1455

Presenters: N/A

Department: Utilities

Division: Engineering Services

Organization No: 14001331

Description/Analysis

Issue: The City is required to complete a comprehensive Water Quality Assessment and to provide extensive new reporting for Combined Sewer System (CSS) discharges pursuant to the Waste Discharge Requirements Order No. R5-2010-0004, National Pollutant Discharge Elimination System (NPDES) Permit CA0079111, issued by the State Regional Water Quality Control Board – Central Valley Region (RWQCB) on January 28, 2010. A Request for Qualifications (RFQ) was issued in September, 2010, for regulatory compliance support services needed for completion of the required Water Quality Assessment and reporting, for a period of up to three years. LWA was selected as the top ranked firm through the RFQ process. This professional services agreement with LWA includes services to be performed during the current fiscal year. Extension of the agreement term beyond the initial one year term will require future City Council approval(s).

Policy Considerations: NPDES Permit CA0079111 is a federally mandated program that requires implementation of specific activities and programs. Completion of the Water Quality Assessment and reporting activities and implementation of the FY 2010/11 CSS Regulatory Compliance Support Services agreement supports the City strategic plan focus areas of economic development and sustainability and livability.

Environmental Considerations:

California Environmental Quality Act (CEQA): The RWQCB's NPDES permitting actions are exempt from CEQA under California Water Code section 13389.

Sustainability Considerations: Completion of the Water Quality Assessment and required reporting activities will provide the data needed to develop pollution reduction programs and inform the selection of projects to reduce flooding in the CSS area and, as such, is consistent with the City Sustainability Master Plan. These activities advance the Master Plan goals of:

1. Conserving the use and protection of sources of water and;
2. Providing exceptional flood protection.

Other: Not applicable.

Commission/Committee Action: Not applicable.

Rationale for Recommendation: Approval of the CSS Regulatory Compliance Support Services agreement with LWA is recommended in order to obtain professional services needed to comply with the NPDES Permit issued for the City's CSS.

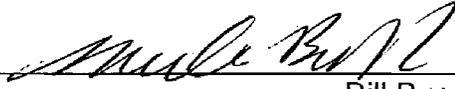
Financial Considerations: The cost for the professional services agreement is \$398,051 and will be funded in the FY 2010/11 CSS Permit Reporting and Testing Project (X14010060, Sewer Fund 6006), which has an unobligated balance of \$400,000 as of October 28, 2010.

Emerging Small Business Development (ESBD): Not applicable.

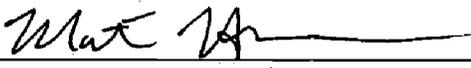
APPROVED AS TO FORM:



CITY ATTORNEY

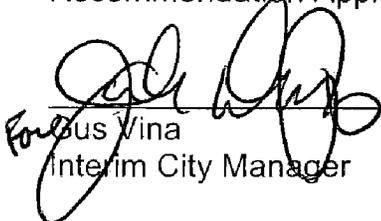
Respectfully Submitted by: 

Bill Busath
Interim Engineering Manager

Approved by: 

Marty Hanneman
Director of Utilities

Recommendation Approved:



Douglas Vina
Interim City Manager

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Attachment 1



Background

In June 1990, the Regional Water Quality Control Board – Central Valley Region (RWQCB) issued a Cease and Desist Order requiring the City to eliminate outflows from the Combined Sewer System (CSS) into City streets and properties. After exhaustive studies and rigorous benefit/cost analysis, the City Council adopted a Combined Sewer System Improvement Plan (Improvement Plan) in 1995 intended to reduce outflows as well as discharges to the river. That same year, the RWQCB approved the Improvement Plan, rescinded the Cease and Desist Order and issued a National Pollutant Discharge Elimination System (NPDES) Permit that mandated implementation of the Improvement Plan and protection of the water quality in the Sacramento River.

The CSS infrastructure dates back to the late 1800's and is one of only two such systems in the State. The area of the City served by the CSS comprises approximately 7,000 acres including downtown, midtown, East Sacramento, and Land Park as shown on Attachment 2 to this report. Unlike more common systems that carry sanitary sewage and storm drainage in separate pipes, the CSS consists of a single pipe that collects sanitary sewage from residents and businesses as well as runoff from city streets and urban land uses. During large storm events, those pipes can overflow causing combined sewage to back up onto streets, yards, and, in extreme events, even buildings.

Since 1995, in accordance with the Improvement Plan, the City has constructed over \$132 million in improvements to the CSS. Major projects included upgrades to Sump 2 and Pioneer Reservoir to significantly improve the performance of the CSS and to provide primary treatment for higher volumes of CSS discharges to the river. These improvements have reduced street and structure flooding and have resulted in fewer untreated discharges to the Sacramento River. However, the CSS currently still does not meet the mandated goals of minimizing street flooding during the 10-year storm and preventing structure flooding during the 100-year storm.

The RWQCB renewed the CSS NPDES Permit on January 28, 2010 and issued Waste Discharge Requirements Order No. R5-2010-0004 (NPDES Permit CA0079111). The revised NPDES Permit mandates the continued implementation of the Improvement Plan and requires further studies to determine if the current operational practices and configurations of the CSS adequately protect the Sacramento River during the episodic discharges to the river. The new Permit requires extensive water quality and toxicity sampling of effluent and river water; comprehensive reporting of Nine Minimum Controls including operations and maintenance activities and various feasibility studies; comprehensive reporting of infrastructure annual budgets, long term funding and actual expenditures; annual analysis and reporting of untreated discharges to the river and State on-line reporting of CSS outflows; and extensive regulatory reporting and public notification including notification of downstream municipal water users.

Completion of the tasks required by the NPDES Permit is accomplished by City staff and through annual professional services agreements or construction contracts when staff expertise or equipment is not available. Contracted services have included flow measurement and modeling; long term capital improvement evaluation and prioritizations; infrastructure condition assessments inspections and specialized maintenance; and capital improvement construction and compliance monitoring.

The Request for Qualifications (RFQ) process for this project included various NPDES Permit required tasks to be performed over a period of up to three years, and was conducted in September 2010. Statement of Qualifications were received from:

- AECOM
- Larry Walker Associates, Inc.
- Robertson-Bryan, Inc.
- Stantec Consulting Inc.

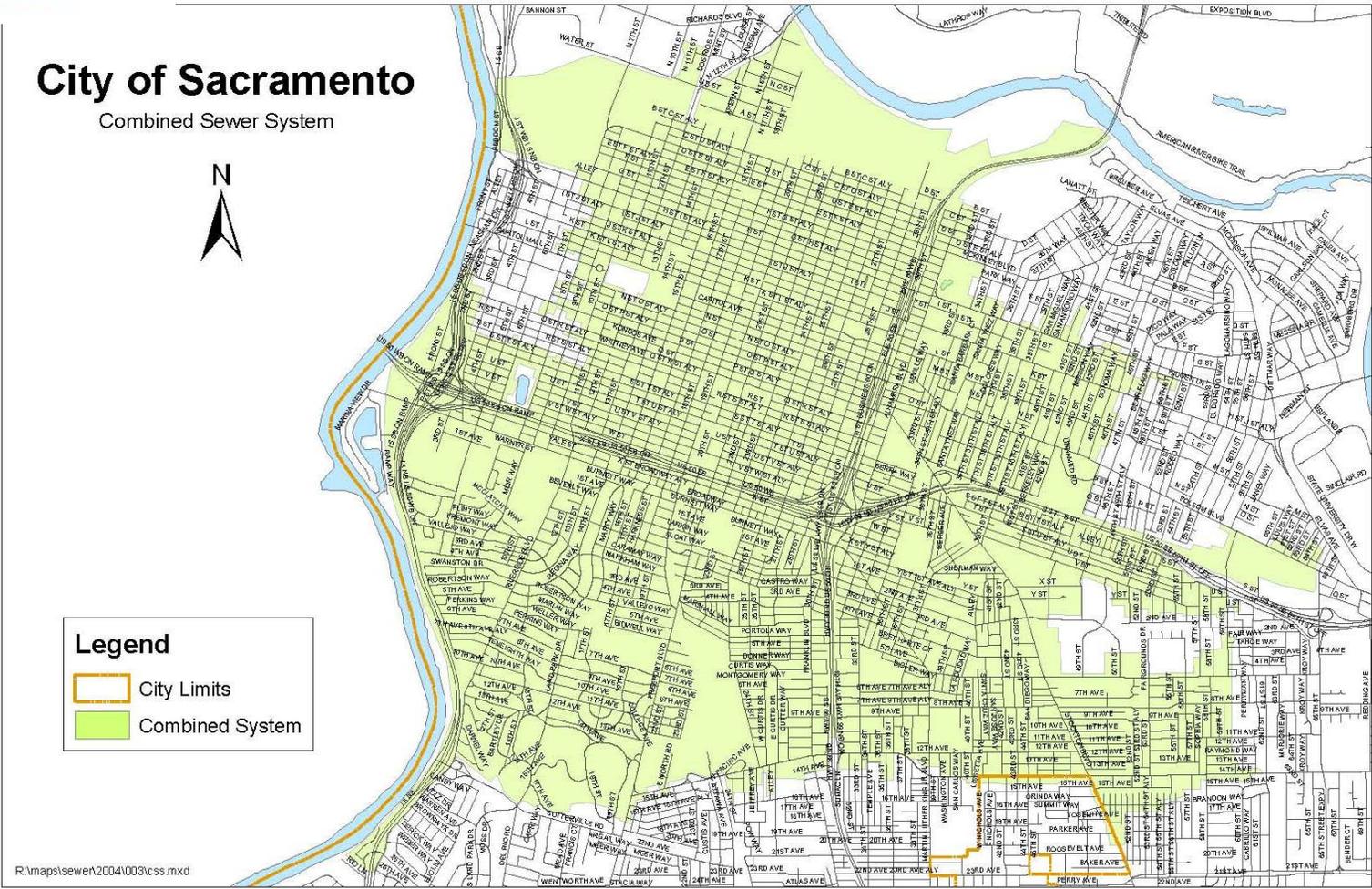
Larry Walker Associates, Inc. (LWA) was selected as the top ranked firm to provide these regulatory compliance support services, which will include review, revision and implementation of the Water Quality Assessment Plan; coordination, implementation, and data quality evaluation for water quality and toxicity sampling activities; pollutant load estimations and analysis of CSS performance and regulatory reporting.

The FY2010/11 Combined Sewer System Regulatory Compliance Support Services agreement includes work for one fiscal year, with a potential maximum of two successive one-year extensions upon the City Council's approval of a supplemental agreement specifying the scope of services and payment provisions for such extended term(s).



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CSS Area Map





Attachment 3

RESOLUTION NO.

Adopted by the Sacramento City Council

AUTHORIZING AN AGREEMENT WITH LARRY WALKER ASSOCIATES, INC. FOR THE FY2010/11 COMBINED SEWER SYSTEM REGULATORY SUPPORT SERVICES (X14010060)

BACKGROUND

- A. In January, the Regional Water Quality Control Board - Central Valley Region reissued the Combined Sewer System (CSS) Waste Discharge Requirements Order No. R5-2010-0004, National Pollutant Discharge Elimination System (NPDES) Permit CA0079111 regulating operation of the City's CSS.
- B. The City issued a Request for Qualifications (RFQ) to provide specific professional services to assist with the preparation of the Water Quality Assessment and regulatory reporting required under the NPDES Permit, for a period of up to three fiscal years.
- C. Larry Walker Associates was selected as the top ranked firm to provide these services through the RFQ process.

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

- Section 1. The City Manager is authorized to execute a professional services agreement with Larry Walker Associates, Inc., to provide Combined Sewer System Regulatory Compliance Support Services for FY2010/11 for an amount not to exceed \$398,051.



City of Sacramento

Tax ID # if applicable:

Requires Council Approval: No YES Meeting: 11/16/2010

Real Estate

Other Party Signature Needed

Recording Requested

General Information

Type: Professional Services	PO Type: Select PO Type	Attachment: Original No.:
\$ Not to Exceed: \$ 398,051		Original Doc Number:
Other Party: Larry Walker Associates, Inc.		Certified Copies of Document::
Project Name: Combined Sewer System Regulatory Compliance Support Services		Deed: <input checked="" type="checkbox"/> None <input type="checkbox"/> Included <input type="checkbox"/> Separate
Project Number: X14010060	Bid Transaction #:	E/SBE-DBE-M/WBE:

Department Information

Department: Utilities Division: Engineering Services
 Project Mgr: Delia McGrath Supervisor: Sherill Huun
 Contract Services: Annette Atkins Date: 11/16/10 Division Mgr: Bill Busath
 Phone Number: 808-5390 Org Number: 14001331
 Comment:

Review and Signature Routing

Department	Signature or Initial	Date
Project Mgr:	<i>[Signature]</i>	11/2/210
Accounting:	—	—
Contract Services:	AA	11/4/10
Supervisor:	<i>[Signature]</i>	11-4-10
Division Manager:	<i>[Signature]</i>	11-4-10
City Attorney	Signature or Initial	Date
City Attorney:	<i>[Signature]</i>	11-4-10

Send Interoffice Mail Notify for Pick Up

Authorization	Signature or Initial	Date
Hanneman, Marty Department Director:	<i>[Signature]</i>	11-4-10
City Mgr: yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		

For City Clerk Processing

Finalized:
Initial: 0969
Date:

Imaged:
Initial:
Date:

Received:
NOV 16 2010
CITY CLERK'S OFFICE
CITY OF SACRAMENTO

Contract Cover/Routing Form: Must Accompany ALL Contracts; however, is not part of the contract. (01-01-09)

PROJECT #: X14010060
PROJECT NAME: Combined Sewer System Regulatory Compliance Support Services for 2010/11
DEPARTMENT: Utilities
DIVISION: Engineering Services

CITY OF SACRAMENTO

PROFESSIONAL SERVICES AGREEMENT FOR DESIGN SERVICES

TO BE USED FOR DESIGN PROFESSIONAL SERVICES PERFORMED BY
LICENSED ARCHITECTS, LANDSCAPE ARCHITECTS OR PROFESSIONAL
LAND SURVEYORS OR REGISTERED PROFESSIONAL ENGINEERS

THIS AGREEMENT is made at Sacramento, California, as of November 16, 2010, by and between the CITY OF SACRAMENTO, a municipal corporation ("CITY"), and

*Larry Walker Associates, Inc.
707 4th Street, Suite 200
Davis, CA 95616*

Phone: 530-753-6400 / Fax: 530-753-7030

("CONTRACTOR"), who agree as follows:

- 1. Services.** Subject to the terms and conditions set forth in this Agreement, CONTRACTOR shall provide to CITY the services described in Exhibit A. CONTRACTOR shall provide said services at the time, place, and in the manner specified in Exhibit A. CONTRACTOR shall not be compensated for services outside the scope of Exhibit A unless prior to the commencement of such services: (a) CONTRACTOR notifies CITY and CITY agrees that such services are outside the scope of Exhibit A; (b) CONTRACTOR estimates the additional compensation required for these additional services; and (c) CITY, after notice, approves in writing a Supplemental Agreement specifying the additional services and amount of compensation therefor. CITY shall have no obligations whatsoever under this Agreement and/or any Supplemental Agreement, unless and until this Agreement or any Supplemental Agreement is approved by the Sacramento City Manager or the City Manager's authorized designee, or by the Sacramento City Council, as required by the Sacramento City Code.
- 2. Payment.** CITY shall pay CONTRACTOR for services rendered pursuant to this Agreement at the times and in the manner set forth in Exhibit B. The payments specified in Exhibit B shall be the only payments to be made to CONTRACTOR for the services rendered pursuant to this Agreement unless pursuant to Section 1, above, CITY approves additional compensation for additional services. CONTRACTOR shall submit all billings for said services to CITY in the manner specified in Exhibit B, or, if not specified in Exhibit B, according to the usual and customary procedures and practices that CONTRACTOR uses for billing clients similar to CITY.
- 3. Facilities and Equipment.** Except as set forth in Exhibit C, CONTRACTOR shall, at its sole cost and expense, furnish all facilities and equipment that may be required for furnishing services pursuant to this Agreement. CITY shall furnish to CONTRACTOR only the facilities and equipment listed in Exhibit C according to any terms and conditions set forth in Exhibit C.

- 4. **General Provisions.** The General Provisions set forth in Exhibit D, that include indemnity and insurance requirements, are part of this Agreement. In the event of any conflict between the General Provisions and any terms or conditions of any document prepared or provided by CONTRACTOR and made a part of this Agreement, including without limitation any document relating to the scope of services or payment therefor, the General Provisions shall control over said terms or conditions.
- 5. **Non-Discrimination in Employee Benefits.** This Agreement is subject to the provisions of Sacramento City Code Chapter 3.54, Non-Discrimination in Employee Benefits by City Contractors. The requirements of Sacramento City Code Chapter 3.54 are summarized in Exhibit E. CONTRACTOR is required to sign the attached Declaration of Compliance (Equal Benefits Ordinance), to assure compliance with these requirements.
- 6. **Authority.** The person signing this Agreement for CONTRACTOR hereby represents and warrants that he/she is fully authorized to sign this Agreement on behalf of CONTRACTOR and to bind CONTRACTOR to the performance of its obligations hereunder.
- 7. **Exhibits.** All exhibits referred to herein are attached hereto and are by this reference incorporated as if set forth fully herein.

Executed as of the day and year first above stated.

CITY OF SACRAMENTO
A Municipal Corporation

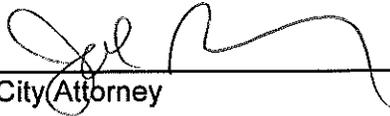
By: _____

Print name: _____

Title: _____

For: Gustavo F. Vina, Interim City Manager

APPROVED TO AS FORM:



City Attorney

ATTEST:

City Clerk

Attachments

- Exhibit A - Scope of Service
- Exhibit B - Fee Schedule/Manner of Payment
- Exhibit C - Facilities/Equipment Provided

Exhibit D - General Provisions
Exhibit E - Non-Discrimination in Employee Benefits

CONTRACTOR:

CONTRACTOR:

LARRY WALKER ASSOCIATES

NAME OF FIRM

94-2610668

Federal I.D. No.

275 42638

State I.D. No.

139 654

City of Sacramento Business Op. Tax Cert. No.

TYPE OF BUSINESS ENTITY (check one):

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

Thomas R Crowhough
Signature of Authorized Person

Thomas R Crowhough, President
Print Name and Title

Additional Signature (if required)

Print Name and Title

**DECLARATION OF COMPLIANCE
Equal Benefits Ordinance**

Name of Contractor: Larry Walker Associates, Inc;

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

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

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

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

4. Contractor understands that Contractor will not be considered to be discriminating in the provision or application of employee benefits under the following conditions or circumstances:
 - a. If the actual cost of providing a benefit to a domestic partner or spouse exceeds the cost of providing the same benefit to a spouse or domestic partner of an employee, Contractor will not be required to provide the benefit, nor shall it be deemed discriminatory, if Contractor requires the employee to pay the monetary difference in order to provide the benefit to the domestic partner or to the spouse.
 - b. If Contractor is unable to provide a certain benefit, despite taking reasonable measures to do so, if Contractor provides the employee with a cash equivalent Contractor will not be deemed to be discriminating in the application of that benefit.
 - c. If Contractor provides employee benefits neither to employee's spouses nor to employee's domestic partners.
 - d. If Contractor provides employee benefits to employees on a basis unrelated to marital or domestic partner status.
 - e. If Contractor submits written evidence of making reasonable efforts to end discrimination in employee benefits by implementing policies that will be enacted before the first effective date after the first open enrollment process following the date this Agreement is executed by the City of Sacramento ("City"). Contractor understands that any delay in the implementation of such

policies may not exceed one (1) year from the date this Agreement is executed by the City, and applies only to those employee benefits for which an open enrollment process is applicable.

- f. Until administrative steps can be taken to incorporate nondiscrimination in employee benefits. The time allotted for these administrative steps will apply only to those employee benefits for which administrative steps are necessary and may not exceed three (3) months from the date this Agreement is executed by the City.
 - g. Until the expiration of a current collective bargaining agreement(s) if employee benefits are governed by such collective bargaining agreement(s).
 - h. Contractor takes all reasonable measures to end discrimination in employee benefits by either requesting that the union(s) involved agree to reopen the agreement(s) in order for Contractor to take whatever steps are necessary to end discrimination in employee benefits or by ending discrimination in employee benefits without reopening the collective bargaining agreement(s).
 - i. In the event Contractor cannot end discrimination in employee benefits despite taking all reasonable measures to do so, Contractor provides a cash equivalent to eligible employees for whom employee benefits are not available. Unless otherwise authorized in writing by the City Manager, Contractor understands this cash equivalent must begin at the time the union(s) refuse to allow the collective bargaining agreement(s) to be reopened or not longer than three (3) months after the date this Agreement is executed by the City.
5. Contractor understands that failure to comply with the provisions of Section 4(a) through 4(i), above, will subject Contractor to possible suspension and/or termination of this Agreement for cause; repayment of any or all of the Agreement amount disbursed by the City; debarment for future agreements until all penalties and restitution have been paid in full and/or for up to two (2) years; and/or the imposition of a penalty, payable to the City, in the sum of \$50.00 for each employee, for each calendar day during which the employee was discriminated against in violation of the provisions of the Ordinance.
6. Contractor understands and agrees to provide notice to each current employee and, within ten (10) days of hire, to each new employee, of their rights under the Ordinance. Contractor further agrees to maintain a copy of each such letter provided, in an appropriate file for inspection by authorized representatives of the City. Contractor also agrees to prominently display a poster informing each employee of these rights.
7. Contractor understands that Contractor has the right to request a waiver of, or exemption from, the provisions of the Ordinance by submitting a written request to the City's Procurement Services Division prior to Agreement award, which request shall identify the provision(s) of the Ordinance authorizing such waiver or exemption and the factual basis for such waiver or exemption. The City shall determine in its sole discretion whether to approve any such request.
8. Contractor agrees to defend, indemnify and hold harmless, the City, its officers and employees, against any claims, actions, damages, costs (including reasonable attorney fees), or other liabilities of any kind arising from any violation of the Requirements or of the Ordinance by Contractor.

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

Thomas R Grovhsong
Signature of Authorized Representative

11.3.10
Date

Thomas R Grovhsong
Print Name

President
Title

EXHIBIT A

PROFESSIONAL SERVICES AGREEMENT FOR DESIGN SERVICES

SCOPE OF SERVICES

1. Representatives.

The CITY Representative for this Agreement is:

*Delia McGrath, Senior Engineer
1395 35th Avenue
Sacramento, CA 95822*

Phone: 916-808-5390 / Fax: 916-808-1497 / E-mail: dmcgrath@cityofsacramento.org

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

The CONTRACTOR Representative for this Agreement is:

*Brian Laurenson, Project Manager
Larry Walker Associates, Inc.
707 4th Street, Suite 200
Davis, CA 95616*

Phone: 530-753-6400 / Fax: 530-7030

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

2. Professional Liability Insurance. Professional Liability (Errors and Omissions) insurance is ___ is not x [check one] required for this Agreement. If required, such coverage must be continued for at least _____ year(s) following the completion of all Services and Additional Services under this Agreement. (See Exhibit D, Section 11, for complete insurance requirements.)

3. Conflict of Interest Requirements.

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

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

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

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

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

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

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

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

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

4. **Scope of Services.** Work includes water quality and toxicity monitoring, completion of water quality assessments, pollutant load estimates, Combined Sewer System performance analyses, and compliance reporting.

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

5. **Time of Performance.** CONTRACTOR shall perform services under this Agreement, as described in Attachment 1 to Exhibit A, for the 2010/11 fiscal year (referred to hereafter as the "Initial Term"). The Initial Term may be extended for subsequent one year terms, up to a total Agreement term of 3 years (including Initial Term and 2 one-year extensions), if CONTRACTOR and the CITY execute a supplemental agreement specifying the scope of services and payment provisions for such extended term(s), subject to approval by the Sacramento City Council.

ATTACHMENT 1 TO EXHIBIT A

CONTRACTOR SCOPE OF SERVICES

City of Sacramento Combined Sewer System Regulatory and Monitoring Support, 2010/11

This Scope of Services describes the consulting services to be provided by Larry Walker Associates, Inc. (LWA) and its subcontractors (collectively, "Contractor") to the City of Sacramento Department of Utilities (City) during the 2010/11 fiscal year. The Contractor will provide services in support of the combined sewer system (CSS) National Pollutant Discharge Elimination System (NPDES) permit compliance (Order No. R5-2010-0004).

The Contractor will identify a Project Manager and individual task managers for each of the major tasks discussed below.

Task 1. Water Quality Monitoring Support

The Contractor will provide as-needed monitoring support to the City for all CSS river discharge events and facilitate all contract laboratory services. It is assumed that the Contractor will provide field staff responsible for receiving water monitoring and available to support other monitoring (influent and effluent).

Sub-Task 1.1 Sampling Preparations

The Contractor will review and revise the City-prepared Sampling and Analysis Plan (SAP) to include laboratory analyses and specific sampling protocols, including toxicity. The review will consider permit compliance, logistics, safety, quality control samples, and industry-standard sampling protocols. The Contractor will identify appropriate laboratories for all analyses. Multiple laboratories may be required in addition to the City laboratory. Recommended changes to field programs or the Water Quality Assessment Plan prepared by the City (September 1, 2010) will be submitted for the City's consideration. Contractor will develop and institute a Quality Assurance – Quality Control Program for field measurements (see permit p.E-2).

Receiving water locations may be moved for sample representativeness or safety considerations. Both the City and Regional Water Quality Control Board (Regional Board) would approve any site relocations. Modifications to the sampling procedures may also require additional equipment or fabrication of sampling devices. These costs may be covered in this scope of work if funds are available.

Following review and update of the SAP, the Contractor will provide a field training session for Contractor field crew and other interested City field staff.

The Contractor will provide logistical support for all sampling events at all sites, including the receiving water locations, effluent locations and influent locations. The Contractor will prepare all sample bottles, bottle labels, and field log sheets for all locations. Sample coolers for City staff will be delivered to the appropriate mobilization area specified by field staff. Contractor and City field crews will provide their own properly calibrated field measurement instrumentation. Contractor and City field crews will prepare their own chain-of-custody forms that will be reviewed by the Contractor Water Quality Monitoring Task Manager.

Sub-Task 1.2 Sample Collection

Contractor will collect samples at the receiving water locations for three discharge events and provide as-needed assistance at all other locations. The City field staff will notify the Contractor of imminent discharge events including a pre-storm estimate based on forecasted rain events. During the storm event the City will provide a two-hour lead time notification to the Monitoring Task Manager prior to the discharge event. Contractor field staff will mobilize directly to the field locations. Samples will be collected as side bank grab samples at the locations specified in the SAP.

For budgeting purposes, it is assumed that two false starts will occur where field crews are mobilized, but discharges and receiving water sampling do not occur. It is assumed that crews will be able to mobilize initially for discharges at the Pioneer Facility and the CWTP. Additional sample collection at the other discharge locations may also occur. Because Sump 2 discharges are infrequent and short in duration, Contractor field teams will need to be on site and notified prior to such discharges.

Contractor will arrange for delivery of all samples to the appropriate laboratories from a sample mobilization location at the City facilities or Contractor office. Contractor will contract directly with commercial analytical laboratories according to specifications in the SAP. Contractor will provide the analytical services for all constituents specified in the SAP that is based on the permit and Water Quality Assessment Plan. These include analysis of acute toxicity and pathogen (giardia and cryptosporidium) samples at certain locations. The City may provide analytical services directly through the City Water Treatment Laboratory.

The permit and Water Quality Assessment Plan do not currently require follow-up toxicity assessments such as a toxicity identification evaluation (TIE) or toxicity reduction evaluation (TRE). However, such evaluations should be considered as part of this monitoring program to ensure that the nature of any observed toxicity is understood. It is expected that observed effluent toxicity would be due to chlorine or ammonia. The toxicity laboratory will screen for these constituent and the collection field crews should measure chlorine in the field for all effluent samples. Additionally, for the annual monitoring event, sufficient sample should be collected at all sites to allow for follow-up ammonia screening using zeolite to reduce ammonia related aquatic toxicity. It is assumed that one additional effluent sample per year will be required for this assessment. This scope of work does not specifically include additional TIE support or TRE preparation.

Sub-Task 1.3 Data Review and Compilation

Contractor will coordinate all follow-up and corrective actions with analytical laboratories to resolve any identified analytical or sample problems. Contractor will request electronic data deliverables (EDD) from the laboratories and develop an EDD processing tool to expedite the compilation of data into a format compatible with the Surface Water Ambient Monitoring Program (SWAMP) database for receiving water data. Data will be maintained in a spreadsheet or database format and available upon request by the City. Contractor will perform a data quality evaluation assessment and evaluate the appropriateness of data for future uses by adding necessary data qualifiers. Contractor will also provide data in a format that assists with California Integrated Water Quality System (CIWQS) Program uploads of other permit compliance data. Contractor will review data and provide a summary table of qualified data and a narrative discussion of known significant problems affecting the data. Contractor will target complete data compilation and review prior to the first business day of the second calendar month following the monitoring event. In some cases, events late in month coupled with laboratory delays may not allow a significant City review time. The City will submit reports directly to the Regional Board.

Sub-Task 1.4 Continuous Data Probes

Contractor will evaluate and propose options for installation of self-contained, continuous data sondes in the receiving water at or near the river monitoring locations. Such installation would allow collection of continuous data for ammonia, turbidity, dissolved oxygen, temperature, conductivity, and pH. It is expected that such installations would be considered for the 2011/12 monitoring year, however, a pilot study may be performed earlier. The pilot study would include 1-2 installations in the Sacramento River for a 1-2 month period.

Sub-Task 1.5 Discharge Plume Modeling

Contractor will perform preliminary discharge plume modeling using CORMIX to estimate the physical location of the plume. Simulation results would delineate and estimate travel time of the discharge plume from each CSS outfall to ensure that sampling occurs in the appropriate time and location and to assist in the water quality assessment. Contractor will prepare a brief email or memorandum summary of the effort, conclusions and recommendations for monitoring or additional analysis. The level of analysis will be based on readily available river transect and discharge outfall geometry.

Sub-Task 1.6 Advanced Data Processing Tools (Optional)

As an optional task, Contractor may develop data processing tools to produce the reporting templates from the database or directly from EDDs.

Task 2 Analysis of CSS Performance

Contractor will prepare as-needed data analysis support to interpret data results in the context of regulatory compliance and the water quality assessment. The tasks below will be performed at the direction of the City as needed.

Sub-Task 2.1 Estimate Pollutant Removal of the Nine Minimum Control

Contractor will develop a work plan and develop the initial steps to perform an analysis to estimate the removal performance of the CSS system that considers the nine minimum controls. The analysis will consider hydraulic performance of the system to minimize discharge events and pollutant removal of the CSS treatment facilities and the Sacramento Regional Sanitation District (SRCSD) Wastewater Treatment Plant treated "Stage 1" flows. This analysis may consider data collected by local stormwater agencies, SRCSD and the City, as well as information available via the InfoWorks simulation model of the CSS. This task includes at least one meeting with City staff. The work plan will include a narrative description of the proposed analytical approach, the data requirements, and estimate the overall work effort.

Sub-Task 2.2 Evaluate Compliance with Water Quality-Based Requirements

Contractor will develop an approach outline as the basis for collecting additional data and information and as the scope of work for the Water Quality Assessment. Historic monitoring data and preliminary plume estimates will be used to develop an approach outline. Contractor may perform an analysis of CSS data to evaluate compliance with water quality-based requirements of the permit. This analysis would include a statistical assessment of compliance with effluent limitations and other permit requirements. The Contractor may also evaluate toxicity testing data for possible causes of observed toxicity.

Sub-Task 2.3 Evaluate Compliance with the Presumptive Approach

Contractor will develop a framework for evaluating the CSS Program for compliance with the Presumptive Approach. In this first year, the evaluation approach would be developed based on review of the existing City reports, initial data analysis and two meetings with City staff. Contractor will develop an approach outline as the basis for collecting additional data and information and as the scope of work for subsequent years.

Task 3 Update and Complete Permit Compliance Reports

Contractor will assist in developing reporting templates. Contractor will review the City-prepared Water Quality Assessment. Contractor will recommend modifications, if any. Contractor will update the document based on the approved recommendations. Contractor will review and make recommendations on revisions needed to update existing documents for the Plan of Operations Plan. Contractor will assist in preparing the Pretreatment Assessment Report.

Sub-Task 3.1 Data Reporting Templates

Contractor will develop data reporting templates for the City to use as monthly and annual data reports to the Regional Board. Monthly and annual data reports will be prepared by the City based on data submittals from the Contractor and then reviewed by Contractor prior to submittal. If the City performs electronic reporting, Contractor will provide review or other technical assistance before and/or after submittal.

Sub-Task 3.2 Review and Update Plan of Operations

Contractor will review existing City documents to begin revision and update as necessary of the CSS Plan of Operations to ensure compliance with the Nine Minimum Controls and/or Long-Term Control Plan requirements in the re-issued NPDES permit. Contractor will support the City to report any variation from the Plan in the monthly monitoring reports and submit modifications to the Plan for review and approval by the Executive Officer (see permit p.E-44).

Sub-Task 3.3 Review and Update Water Quality Assessment Plan

Contractor will review and revise, as necessary, the City's Water Quality Assessment Plan submitted to the Regional Board on September 1, 2010. While the Water Quality Assessment Report is not due until 2013, Contractor will develop a report outline as a repository of relevant information.

Sub-Task 3.4 Develop Pretreatment Assessment Report

Contractor will evaluate the potential impact from non-domestic users of the CSS during precipitation events, in terms of their contributions of pollutants in CSS outflows and combined sewer overflows. Contractor will determine whether additional modifications through the SRCSD's pretreatment program are necessary or of practical value. At a minimum, this evaluation will include the feasibility of limiting or prohibiting discharges by non-domestic users during wet-weather events and the feasibility of retention to prevent such discharges during wet-weather events.

Sub-Task 3.5 Nine Minimum Controls Annual Progress Report

Contractor will assist City with preparation of the Nine Minimum Controls Annual Progress Report as specified in permit section E.X.D.3. Contractor will provide as-needed technical support to the City in developing the report format. Contractor will meet with City staff and provide recommendations for

report format and content. Based on data provided from City including draft report language, Contractor will compile and review report.

Task 4 Project Management

Sub-Task 4.1 Coordination and Project Management

Contractor will provide coordination of subcontractors including standardized reporting meeting coordination, and team meetings. Contractor will provide project status reporting and track budget and deliverable submittals.

EXHIBIT B

PROFESSIONAL SERVICES AGREEMENT FOR DESIGN SERVICES

FEE SCHEDULE/MANNER OF PAYMENT

1. **CONTRACTOR's Compensation.** The total of all fees paid to the CONTRACTOR for the performance of all services set forth in Exhibit A, including normal revisions (hereafter the "Services"), and for all authorized Reimbursable Expenses, shall not exceed the total sum of \$ 398,051.
2. **Billable Rates.** CONTRACTOR shall be paid for the performance of Services on an hourly rate, daily rate, flat fee, lump sum or other basis, as set forth in Attachment 1 to Exhibit B, attached hereto and incorporated herein.
3. **CONTRACTOR's Reimbursable Expenses.** Reimbursable Expenses shall be limited to actual expenditures of CONTRACTOR for expenses that are necessary for the proper completion of the Services and shall only be payable if specifically authorized in advance by CITY.
4. **Payments to CONTRACTOR.**
 - A. Payments to CONTRACTOR shall be made within a reasonable time after receipt of CONTRACTOR's invoice, said payments to be made in proportion to services performed or as otherwise specified in Attachment 1 to Exhibit B. CONTRACTOR may request payment on a monthly basis. CONTRACTOR shall be responsible for the cost of supplying all documentation necessary to verify the monthly billings to the satisfaction of CITY.
 - B. All invoices submitted by CONTRACTOR shall contain the following information:
 - (1) Job Name
 - (2) Description of services billed under this invoice, and overall status of project
 - (3) Date of Invoice Issuance
 - (4) Sequential Invoice Number
 - (5) CITY's Purchase Order Number
 - (6) Total Contract Amount
 - (7) Amount of this Invoice (Itemize all Reimbursable Expenses)
 - (8) Total Billed to Date
 - (9) Total Remaining on Contract
 - (10) Updated project schedule. This shall identify those steps that shall be taken to bring the project back on schedule if it is behind schedule.
 - C. Items shall be separated into Services and Reimbursable Expenses. Billings that do not conform to the format outlined above shall be returned to CONTRACTOR for correction. CITY shall not be responsible for delays in payment to CONTRACTOR resulting from CONTRACTOR's failure to comply with the invoice format described below.

D. Requests for payment shall be sent to:

*City of Sacramento
Utilities Department
Engineering Services
1395 35th Avenue
Sacramento, CA 95822
Phone: 916-808-1426 / Fax: 916-808-1497
Attn: Annette Atkins*

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

ATTACHEMENT 1 TO EXHIBIT B

**City of Sacramento Combined Sewer System Regulatory and Monitoring Support
2010/11 Larry Walker Associates Scope of Services**

TASK	DESCRIPTION	LABOR HOURS					LAB COSTS [1]	OTHER DIRECT COSTS [1]	TOTALS [1]
		LWA SENIOR ADVISOR	LWA PROJECT MANAGER	SENIOR ENG./SCI.	STAFF ENG./SCI. II	STAFF ENG./SCI.			
1.0 WATER QUALITY MONITORING SUPPORT									
1.1	<i>Sampling Preparations</i>	0	18	100	120	41	\$ -	\$ 4,800	\$ 51,001
1.2	<i>Sample Collection</i>	0	8	26	64	64	\$ 93,591	\$ 3,900	\$ 123,811
1.3	<i>Data Review and Compilation</i>	0	6	68	24	144	\$ -	\$ -	\$ 38,508
1.4	<i>Receiving Water Continuous Data Probes</i>	0	4	12	32	12	\$ 750	\$ 5,600	\$ 16,518
1.5	<i>Receiving Water Discharge Phase Modeling</i>	0	4	40	0	8	\$ -	\$ -	\$ 9,672
	Sub TOTAL LABOR HOURS	0	40	246	240	272			
	Sub TOTAL COSTS						\$ 94,341	\$ 14,300	\$ 242,513
2.0 ANALYSIS OF CSS PERFORMANCE									
2.1	<i>Estimate Pollutant Removal of the Nine Minimum Controls</i>	4	8	40	16	0	\$ -	\$ 100	\$ 13,156
2.2	<i>Evaluate Compliance with Water Quality-Based Requirements</i>	2	16	40	24	0	\$ -	\$ 100	\$ 15,740
2.3	<i>Evaluate Compliance with the Presumptive Approach</i>	4	16	40	16	0	\$ -	\$ 100	\$ 14,900
	Sub TOTAL LABOR HOURS	10	40	120	56	0			
	Sub TOTAL COSTS						\$ -	\$ 300	\$ 43,796
3.0 UPDATE AND COMPLETE PERMIT COMPLIANCE REPORTS									
3.1	<i>Data Reporting Templates</i>	0	0	24	80	16	\$ -	\$ 50	\$ 20,178
3.2	<i>Review and Update Plan of Operations</i>	4	8	32	80	32	\$ -	\$ 100	\$ 26,724
3.3	<i>Review and Update Water Quality Assessment Plan</i>	2	24	60	8	8	\$ -	\$ 50	\$ 19,738
3.4	<i>Develop Pretreatment Assessment Report</i>	0	8	4	80	12	\$ -	\$ 50	\$ 17,522
3.5	<i>Nine Minimum Controls Annual Progress Report</i>	4	8	20	40	24	\$ -	\$ 100	\$ 16,660
	Sub TOTAL LABOR HOURS	10	48	140	288	92			
	Sub TOTAL COSTS						\$ -	\$ 350	\$ 100,822
4.0 PROJECT MANAGEMENT									
4.1	<i>Coordination and Project Management</i>	0	36	16	0	0	\$ -	\$ -	\$ 10,920
	Sub TOTAL LABOR HOURS	0	36	16	0	0			
	Sub TOTAL COSTS						\$ -	\$ -	\$ 10,920
	TOTAL LABOR HOURS	20	164	522	584	364			
	TOTAL COSTS						\$ 94,341	\$ 14,950	\$ 398,051

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

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

City of Sacramento
 CSS Regulatory Compliance
 Larry Walker Associates
 2010 – 2011 Rate Schedule

LWA	MWH	PER	Hourly Rate
Principals	VP		\$244
Associates	Principal Professional I	VP	\$218
Senior Staff	Principal Professional II		\$192
Project Scientist II	Supervising Professional II		\$166
Project Engineer II			\$166
Project Scientist I			\$151
Project Engineer I			\$140
Environmental Specialist			\$ 99
Contract Administrator			\$140
Administrative Assistant			\$ 65

Rates subject to 3% annual increase

Vehicle Rate per Mile	Current IRS Rate
Mark-up on Subcontractors	Actual expense plus 10% fee
Transportation	Actual Expense
Auto Rental	Actual commercial rate
Fares	Actual expense
Room	Actual expense
Subsistence (charged when overnight lodging is required)	\$48 per day
Meal Rates	
Breakfast	\$9
Lunch	\$13
Dinner	\$21
Incidental	\$5
Report Production and copying	
Black & white copies:	\$0.08/copy (in house)
Color	\$0.89/copy(in house)
Binding	\$1.95/comb(in house)
Actual outside expense	
Special Postage and Express Mail	Actual expense
Other Direct Costs	Actual expense
Daily Equipment Rental Rates	
All single parameter field meters (pH, EC, D.O., Turbidity)	\$25.00 each
Multi-parameter field meters	\$35.00
Peristaltic Sampling Pump	\$35.00
Professional grade GPS unit	\$25.00
Digital Flow Meter	\$45.00
Digital Fluorometer	\$45.00
Multi-parameter Data Sonde (with telemetry)	first day \$200.00, - each additional day \$40.00
Subcontractors	Actual expense plus 10% fee

EXHIBIT D

PROFESSIONAL SERVICES AGREEMENT FOR DESIGN SERVICES

GENERAL PROVISIONS

1. **Independent Contractor.**
 - A. It is understood and agreed that CONTRACTOR (including CONTRACTOR's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither CONTRACTOR nor CONTRACTOR's assigned personnel shall be entitled to any benefits payable to employees of CITY. CITY is not required to make any deductions or withholdings from the compensation payable to CONTRACTOR under the provisions of this Agreement, and CONTRACTOR shall be issued a Form 1099 for its services hereunder. As an independent contractor, CONTRACTOR hereby agrees to indemnify and hold CITY harmless from any and all claims that may be made against CITY based upon any contention by any of CONTRACTOR's employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any Services under this Agreement. (As used in this Exhibit D, the term "Services" shall include both Services and Additional Services as such terms are defined elsewhere in this Agreement.)
 - B. It is further understood and agreed by the parties hereto that CONTRACTOR, in the performance of its obligations hereunder, is subject to the control and direction of CITY as to the designation of tasks to be performed and the results to be accomplished under this Agreement, but not as to the means, methods, or sequence used by CONTRACTOR for accomplishing such results. To the extent that CONTRACTOR obtains permission to, and does, use CITY facilities, space, equipment or support services in the performance of this Agreement, this use shall be at the CONTRACTOR's sole discretion based on the CONTRACTOR's determination that such use will promote CONTRACTOR's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the CITY does not require that CONTRACTOR use CITY facilities, equipment or support services or work in CITY locations in the performance of this Agreement.
 - C. If, in the performance of this Agreement, any third persons are employed by CONTRACTOR, such persons shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONTRACTOR. It is further understood and agreed that CONTRACTOR shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of CONTRACTOR's assigned personnel and subcontractors.

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

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

data, and other vital information (hereafter collectively referred to as "City Information") that are valuable, special and unique assets of the CITY. CONTRACTOR agrees to protect all City Information and treat it as strictly confidential, and further agrees that CONTRACTOR shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party without the prior written consent of CITY. In addition, CONTRACTOR shall comply with all CITY policies governing the use of the CITY network and technology systems, as set forth in applicable provisions of the City of Sacramento Administrative Policy Instructions # 30. A violation by CONTRACTOR of this Section 6 shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

7. CONTRACTOR Information.

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

notice provided by CITY and/or to enter into an agreement with CITY, in accordance with the provisions of subsection C, above, shall constitute a complete waiver by CONTRACTOR of any rights regarding the information designated "trade secret" by CONTRACTOR, and such information shall be disclosed by CITY pursuant to applicable procedures required by the Public Records Act.

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

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

A. This Agreement shall become effective on the date that it is approved by both parties, set forth on the first page of the Agreement, and shall continue in effect until both parties have fully performed their respective obligations under this Agreement, unless sooner terminated as provided herein.

B. CITY shall have the right at any time to temporarily suspend CONTRACTOR's performance hereunder, in whole or in part, by giving a written notice of suspension to CONTRACTOR. If CITY gives such notice of suspension, CONTRACTOR shall immediately suspend its activities under this Agreement, as specified in such notice.

C. CITY shall have the right to terminate this Agreement at any time by giving a written notice of termination to CONTRACTOR. If CITY gives such notice of termination, CONTRACTOR shall immediately cease rendering Services pursuant to this Agreement. If CITY terminates this Agreement:

(1) CONTRACTOR shall, not later than five days after such notice of termination, deliver to CITY copies of all information prepared pursuant to this Agreement.

(2) CITY shall pay CONTRACTOR the reasonable value of Services rendered by CONTRACTOR prior to termination; provided, however, CITY shall not in any manner be liable for lost profits that might have been made by CONTRACTOR had the Agreement not been terminated or had CONTRACTOR completed the Services required by this Agreement. In this regard, CONTRACTOR shall furnish to CITY such financial information as in the judgment of the CITY is necessary for CITY to determine the reasonable value of the Services rendered

by CONTRACTOR. The foregoing is cumulative and does not affect any right or remedy that CITY may have in law or equity.

10. Indemnity.

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

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

Full compensation for all premiums that CONTRACTOR is required to pay for the insurance coverage described herein shall be included in the compensation specified for the Services provided by CONTRACTOR under this Agreement. No additional compensation will be provided for CONTRACTOR's insurance premiums.

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

A. Minimum Scope & Limits of Insurance Coverage

- (1) Commercial General Liability Insurance, providing coverage at least as broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of

one or more persons, property damage and personal injury, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide contractual liability and products and completed operations coverage for the term of the policy.

- (2) Automobile Liability Insurance providing coverage at least as broad as ISO Form CA 00 01 on an occurrence basis 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.

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

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

- (3) Workers' Compensation Insurance with statutory limits, and Employers' Liability Insurance with limits of not less than one million dollars (\$1,000,000). The Worker's Compensation policy shall include a waiver of subrogation for contracts involving construction or maintenance, or if required by the CITY by selecting the option below:

_____ Workers' Compensation waiver of subrogation in favor of the City is required for all work performed by the CONTRACTOR.

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

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

- (4) Professional Liability Insurance providing coverage on a claims made basis for errors, omissions or malpractice with limits of not less than one million (\$1,000,000) dollars if required by the CITY under Exhibit A, Section 2.

B. Additional Insured Coverage

- (1) Commercial General Liability Insurance: The CITY, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects general liability arising out of activities performed by or on behalf of CONTRACTOR, products and completed operations of CONTRACTOR, and premises owned, leased or used by CONTRACTOR. The general liability additional insured endorsement must be signed by an authorized representative of the insurance carrier for contracts involving construction or maintenance, or if required by the CITY by selecting the option below:

_____ Additional insured endorsement must be signed by an authorized representative of the insurance carrier.

If the policy includes a blanket additional insured endorsement or contractual additional insured coverage, the above signature requirement may be fulfilled by submitting that document with a signed declaration page referencing the blanket endorsement or policy form.

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

C. Other Insurance Provisions

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

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

D. Acceptability of Insurance

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

E. Verification of Coverage

- (1) CONTRACTOR shall furnish CITY with certificates and required endorsements evidencing the insurance required. The certificates and endorsements shall be forwarded to the CITY representative named in Exhibit A. Copies of policies shall be delivered to the CITY on demand. Certificates of insurance shall be signed by an authorized representative of the insurance carrier.
- (2) The CITY may withdraw its offer of contract or cancel this Agreement if the

certificates of insurance and endorsements required have not been provided prior to execution of this Agreement. The CITY may withhold payments to CONTRACTOR and/or cancel the Agreement if the insurance is canceled or CONTRACTOR otherwise ceases to be insured as required herein.

F. Subcontractors

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

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

A. Compliance With Regulations: CONTRACTOR shall comply with the Executive Order 11246 entitled "Equal Opportunity in Federal Employment", as amended by Executive Order 11375 and 12086, and as supplemented in Department of Labor regulations (41 CFR Chapter 60), hereinafter collectively referred to as the "Regulations".

B. Nondiscrimination: CONTRACTOR, with regards to the work performed by it after award and prior to completion of the work pursuant to this Agreement, shall not discriminate on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation in selection and retention of subcontractors, including procurement of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in discrimination prohibited by the Regulations.

C. Solicitations for Subcontractors, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by CONTRACTOR for work to be performed under any subcontract, including all procurement of materials or equipment, each potential subcontractor or supplier shall be notified by CONTRACTOR of CONTRACTOR's obligation under this Agreement and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation.

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

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

- (1) Withholding of payments to CONTRACTOR under this Agreement until CONTRACTOR complies;

(2) Cancellation, termination, or suspension of the Agreement, in whole or in part.

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

13. **Entire Agreement.** This document, including all Exhibits, contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Agreement. No alteration to the terms of this Agreement shall be valid unless approved in writing by CONTRACTOR, and by CITY, in accordance with applicable provisions of the Sacramento City Code.
14. **Severability.** If any portion of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.
15. **Waiver.** Neither CITY acceptance of, or payment for, any Service or Additional Service performed by CONTRACTOR, nor any waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.
16. **Enforcement of Agreement.** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court or Federal District Court located in Sacramento County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.
17. **Assignment Prohibited.** The expertise and experience of CONTRACTOR are material considerations for this Agreement. CITY has a strong interest in the qualifications and capability of the persons and entities who will fulfill the obligations imposed on CONTRACTOR under this Agreement. In recognition of this interest, CONTRACTOR shall not assign any right or obligation pursuant to this Agreement without the written consent of the CITY. Any attempted or purported assignment without CITY's written consent shall be void and of no effect.
18. **Binding Effect.** This Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the parties, subject to the provisions of Section 17, above.
19. **Use Tax Requirements.** During the performance of this Agreement, CONTRACTOR, for itself, its assignees and successors in interest, agrees as follows:

- A. Use Tax Direct Payment Permit: For all leases and purchases of materials, equipment, supplies, or other tangible personal property used to perform the Contract or Agreement and shipped from outside California, the Contractor and any subcontractors leasing or purchasing such materials, equipment, supplies or other tangible personal property shall obtain a Use Tax Direct Payment Permit from the California State Board of Equalization ("SBE") in accordance with the applicable SBE criteria and requirements.

- B. Sellers Permit: For any construction contract and any construction subcontract in the amount of \$5,000,000 or more, Contractor and the subcontractor(s) shall obtain sellers permits from the SBE and shall register the jobsite as the place of business for the purpose of allocating local sales and use tax to the City. Contractor and its subcontractors shall remit the self-accrued use tax to the SBE, and shall provide a copy of each remittance to the City.

- C. The above provisions shall apply in all instances unless prohibited by the funding source for the Contract or Agreement.

EXHIBIT E

REQUIREMENTS OF THE NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

INTRODUCTION

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

APPLICATION

The provisions of the Ordinance apply to any contract or agreement (as defined below), between a Contractor and the City of Sacramento, in an amount exceeding \$25,000.00. The Ordinance applies to that portion of a contractor's operations that occur: (i) within the City of Sacramento; (ii) on real property outside the City of Sacramento if the property is owned by the City or if the City has a right to occupy the property; or (iii) at any location where a significant amount of work related to a City contract is being performed.

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

DEFINITIONS

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

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

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

and that are generally protected by the First Amendment to the United States Constitution or that are primarily recreational in nature.

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

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

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

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

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

EMPLOYER COMPLIANCE CERTIFICATE AND NOTICE REQUIREMENTS

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

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

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

Attachment A



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

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

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

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

The included employee benefits are:

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

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

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

You May . . .

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

City of Sacramento
Procurement Services Division
5730 24th Street, Bldg. 1
Sacramento, CA 95822

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

Attachment B



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

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

The included employee benefits are:

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

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

You May . . .

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

City of Sacramento
Procurement Services Division
5730 24th Street, Bldg. 1
Sacramento, CA 95822

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

Discrimination and Retaliation Prohibited.

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

You May Also . . .

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