



City of Sacramento City Council

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

Meeting Date: 7/19/2011

Report Type: Consent

Title: Agreement: Low Impact Development Standards, Stormwater Quality Design Manual Update and BMP Sizing Tool Enhancement

Report ID: 2011-00516

Location: Citywide

Recommendation: Adopt a Resolution authorizing the City Manager to: 1) execute a Professional Service Agreement with RBF Consulting for an amount not to exceed \$190,000; and 2) amend the FY10-FY14 NPDES Program (I14010200) Revenue and Expenditure Budgets (Fund 6211), for the reimbursement from the County of Sacramento and the Cities of Citrus Heights, Elk Grove, Folsom, Galt, and Rancho Cordova for their share of the FY 2011/2012 stormwater program costs in the total amount of \$126,350.

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

Presenter: None

Department: Department Of Utilities

Division: Engineering Administration

Dept ID: 14001311

Attachments:

- 1-Description/Analysis
- 2-Background
- 3-Resolution
- 4-unexecuted Agreement Cover
- 5-Exhibit A - Agreement

City Attorney Review

Approved as to Form
Joe Robinson
7/7/2011 6:44:00 PM

City Treasurer Review

Prior Council Financial Policy Approval or
Outside City Treasurer Scope
Russell Fehr
7/1/2011 1:00:39 PM

Approvals/Acknowledgements

Department Director or Designee: Jammie Moens - 7/6/2011 2:40:32 PM

Eileen Teichert, City Attorney

Shirley Concolino, City Clerk

William H. Edgar, Interim City Manager

Russell Fehr, City Treasurer

Assistant City Manager: John Dangberg - 7/7/2011 2:55:28 PM



Description/Analysis

Issue: Operation of the City’s stormwater system is governed by a National Pollutant Discharge Elimination System (NPDES) permit issued by the Central Valley Regional Water Quality Control Board to the County of Sacramento and the Cities of Sacramento, Citrus Heights, Elk Grove, Folsom, Galt, and Rancho Cordova, as Permittees. The NPDES permit (Permit No. CA0082597) requires the Permittees to implement standards for new development to mitigate potential urban runoff pollution and other water quality impacts associated with new development and redevelopment. Components of the required new development program include developing Low Impact Development standards, updating the Stormwater Quality Design Manual and enhancing the Best Management Practices (BMP) sizing tool. This report recommends approval of a Professional Services Agreement with RBF Consulting to perform these tasks. RBF Consulting was selected to provide these services through a Request for Qualifications process conducted in March 2011 by the Permittees.

Policy Considerations: Completion of the tasks in the Agreement - Low Impact Development standards development, Stormwater Quality Design Manual update and BMP sizing tool enhancement – fulfills the federally mandated requirements of the NPDES permit, is essential to meet the City’s 2030 General Plan goals for environmental resources, and is consistent with the citywide policies for stormwater quality, new development and post-development runoff control.

Environmental Considerations: The Community Development Department, Environmental Planning Services Division has reviewed this project and determined that execution of a professional services agreement is not considered a project under the California Environmental Quality Act (CEQA) Section 15378. Execution of a professional services agreement will not result in direct or indirect physical changes in the environment.

Sustainability: Completion of the tasks in the Agreement 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. Protecting and restoring the City’s urban creeks.

Commission/Committee Action: Not applicable

Rationale for Recommendation: Approval of the Agreement is recommended to obtain professional services needed to comply with the requirements in the NPDES Permit.

Financial Considerations:

The City and the other Permittees under the NPDES permit share the cost of the required stormwater program tasks pursuant to the terms of a master Memorandum of Understanding (the “MOU”), approved by the City Council in 2003. The cost for the proposed Professional Services Agreement is \$190,000, which the City will pay, subject to reimbursement from the other Permittees for their cost shares. The cost sharing pursuant to the MOU is as follows:

City of Sacramento (33.5%)	\$	63,650
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County of Sacramento (42%)	\$	79,800
City of Citrus Heights (7%)	\$	13,300
City of Elk Grove (7%)	\$	13,300
City of Folsom (5%)	\$	9,500
City of Galt (1.5%)	\$	2,850
City of Rancho Cordova (4.0%)	\$	<u>7,600</u>
Total	\$	190,000

The Multi-Year Operating Project, FY10-FY14 NPDES Program (I14010200, Storm Drainage Fund 6011), has sufficient funding for the City's share of the Agreement cost. Budget for revenues and expenditures in the amount of \$126,350 will be appropriated in the project FY10-FY14 NPDES Program (I14010200, Storm Drainage Grant/Reimb Fund 6211) for the cost sharing.

Emerging Small Business Development (ESBD): The RBF consultant team includes the certified ESBE firm CBEC Inc. eco engineering.

Background

The Sacramento Area-wide NPDES Municipal Stormwater Permit (CAS082597) (Permit), was adopted by the Central Valley Regional Water Quality Control Board (Regional Water Board) in September, 2008. The Permittees include the County of Sacramento and the Cities of Sacramento, Elk Grove, Rancho Cordova, Galt, Folsom, and Citrus Heights. The Permittees are collectively referred to as the Sacramento Stormwater Quality Partnership (Partnership). The Permit requires implementation of various programs to reduce the pollution conveyed by stormwater runoff into local water bodies and reduce the adverse impact from urban runoff. The New Development program requires management of runoff quality and quantity from new development and redevelopment projects.

The Permit requires the Permittees to develop standards for new development and redevelopment projects to reduce the post construction runoff volume and reduce pollutant discharges. Specifically, Provision 15b requires the Permittees to develop quantitative and qualitative development standards to require implementation of Low Impact Development (LID) strategies, which emphasize conservation and the use of the existing natural site features integrated with engineered, small-scale hydrologic controls to mimic pre-project hydrologic conditions. Provision 26 requires the Permittees to submit updated technical guidance for the LID standards and Hydromodification Management Plan (HMP) requirements. The Permit established specific timelines for completing these tasks. The Permittees have developed the Hydromodification Management Plan and submitted the HMP to the Regional Water Board on January 28, 2011 for approval.

The costs for developing the standards required by the NPDES New Development Program are shared by the Permittees as described in a master Memorandum of Understanding (MOU) approved by the City Council in 2003 (No. 2003-054). The MOU includes administrative procedures for sharing of work products and apportionment of program costs.

The City, on behalf of the Partnership, conducted the Request for Qualifications (RFQ) process for this project in March 2011. The tasks included in the RFQ have to be performed within one year after the Regional Water Board's approval of the Hydromodification Management Plan, which was submitted January 28, 2011. Due to the uncertainty of the final approval date for the HMP, the tasks for this project could be performed over a period of up to three fiscal years 2011/12, 2012/2013 and 2013/2014.

Statement of Qualifications were received from the following consultants:

- Clear Creek Solutions, Inc.
- ENGEO Incorporated
- Larry Walker Associates, Inc.
- Michael Baker Jr. Inc.
- RBF Consulting

- URS Corporation

RBF Consulting was selected as the top ranked firm to provide professional services for the Sacramento Stormwater Quality Partnership to develop Low Impact Development standards, update the Stormwater Quality Design Manual and enhance the BMP sizing tool.

RESOLUTION NO.

Adopted by the Sacramento City Council

APPROVAL OF PROFESSIONAL SERVICES AGREEMENT WITH RBF CONSULTING FOR DEVELOPMENT OF LOW IMPACT DEVELOPMENT STANDARDS, STORMWATER QUALITY DESIGN MANUAL UPDATE AND BMP SIZING TOOL ENHANCEMENT

BACKGROUND

- A. Operation of the City's stormwater system is governed by a National Pollutant Discharge Elimination System (NPDES) permit issued by the Central Valley Regional Water Quality Control Board to the County of Sacramento and the Cities of Sacramento, Citrus Heights, Elk Grove, Folsom, Galt, and Rancho Cordova, as Permittees.
- B. The NPDES permit (Permit No. CA0082597) requires the Permittees to implement standards for new development to mitigate potential urban runoff pollution and other water quality impacts associated with new development and redevelopment. Components of the required new development program include developing Low Impact Development standards, updating the Stormwater Quality Design Manual and enhancing the Best Management Practices (BMP) sizing tool.
- C. RBF Consulting was selected to provide the professional services necessary to complete these tasks through a Request for Qualifications process conducted in March 2011.
- D. The City and the other Permittees under the NPDES permit share the cost of the required stormwater program tasks pursuant to the terms of a master Memorandum of Understanding (the "MOU"), approved by the City Council in 2003. The cost for the proposed Professional Services Agreement with RBF Consulting is \$190,000, which the City will pay, subject to reimbursement from the other Permittees for their cost shares. Under the MOU, the City's cost share is \$63,650, and the other Permittees will reimburse the City for their share of the cost in the amount of \$126,350.

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 Service Agreement with RBF Consulting, to provide professional services for the development of Low Impact Development standards, Stormwater Quality Design Manual update and BMP sizing tool enhancement, for an amount not to exceed \$ 190,000.
- Section 2. The City Manager is authorized to amend the FY10-FY14 NPDES Program (I14010200) Revenue and Expenditure Budgets (Fund 6211), for the reimbursement from the County of Sacramento and the Cities of Citrus Heights, Elk Grove, Folsom, Galt, and Rancho Cordova for their share of the FY 2011/2012 stormwater program costs in the total amount of \$126,350.
- Section 3. Exhibit A is made part of this Resolution.

Exhibit A – Professional Services Agreement

Unexecuted Contract/Agreements

- The Unexecuted Contract/Agreement is signed by the other party, is attached as an exhibit to the resolution, and is approved as to form by the City Attorney.

- The Unexecuted Contract/Agreement (Public Project) is NOT signed by the other party, is attached as an exhibit to the resolution, and is approved as to form by the City Attorney.

- The Unexecuted Contract is NOT included as an exhibit to the Resolution because the Agreement(s) is with other another governmental agency and it is not feasible to obtain the other agency's signature prior to Council action (be they denominated Agreements, MOUs, MOAs, etc.); however, the City Attorney approves the forwarding of the report to Council even though the signed agreement is not in hand yet.

- The Unexecuted Contract is NOT included as an exhibit to the resolution because, due to special circumstances, and the City Attorney confirms in writing that it is okay to proceed with Council action even though the signed agreement is not in hand yet.

All unexecuted contracts/agreements which are signed by the other parties are in the Office of the City Clerk before agenda publication.



PROJECT #:
PROJECT NAME:
DEPARTMENT:
DIVISION:

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 _____, by and between the **CITY OF SACRAMENTO**, a municipal corporation ("CITY"), and
RBF Consulting
5050 Avenida Encinas, Suite 260
Carlsbad, CA 92008
Phone: (760) 603-6242 Fax: (760) 476-9193
("CONTRACTOR"), who agree as follows:

- 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.
- 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.
- 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.
- 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: Bill Edgar, 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:

NAME OF FIRM

Federal I.D. No.

State I.D. No.

City of Sacramento Business Op. Tax Cert. No.

TYPE OF BUSINESS ENTITY (*check one*):

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

Signature of Authorized Person

Print Name and Title

Additional Signature (*if required*)

Print Name and Title

**DECLARATION OF COMPLIANCE
Equal Benefits Ordinance**

Name of Contractor: RBF Consulting

Address: 5050 Avenida Encinas, Suite 260, Carlsbad, CA 92008-4386

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

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

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

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

after the first open enrollment process following the date this Agreement is executed by the City of Sacramento ("City"). Contractor understands that any delay in the implementation of such policies may not exceed one (1) year from the date this Agreement is executed by the City, and applies only to those employee benefits for which an open enrollment process is applicable.

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

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

Signature of Authorized Representative

Date

Print Name

Title

EXHIBIT A

PROFESSIONAL SERVICES AGREEMENT FOR DESIGN SERVICES

SCOPE OF SERVICES

1. Representatives.

The CITY Representative for this Agreement is:

Hong Lin, Senior Engineer
1395 35th Avenue, Sacramento, CA 95822
Phone: 916-808-1449 Fax: 916-808-1497 Email: hlin@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:

Scott Taylor, Senior Vice President
RBF Consulting
5050 Avenida Encinas, Suite 260, Carlsbad, CA 92008
Phone: (760) 603-6242 Fax: (760) 476-9193 Email: STAYLOR@rbf.com

All CITY questions pertaining to this Agreement shall be referred to the CONTRACTOR Representative. All correspondence to CONTRACTOR shall be addressed to the address 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.**

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

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

ATTACHMENT 1 TO EXHIBIT A

CONTRACTOR SCOPE OF SERVICES

This Scope of Services describes the consulting services to be provided by RBF consulting and its subcontractors (collectively, "Contractor") to the Sacramento Stormwater Quality Partnership (Partnership) during the 2011/12 and 2012/2013 fiscal years. The Contractor will provide services in Low Impact Development Standards development, Stormwater Quality Design Manual Update and BMP sizing tool enhancement.

The Contractor shall identify a Project Manager and individual task managers for each of the major tasks discussed below. Change of any major task managers shall be submitted with a written request and approved by the City's contract manager.

The Contractor shall adhere to the estimated schedule for the tasks. The Contractor shall submit final work plan and schedule upon approval of this Contract. The Contractor shall complete Task 1, Task 2a through Task 2e, Task 3 and Task 4 no later than 12 months from the Regional Water Board's approval of the Partnership's Hydromodification Management Plan.

The Contractor shall provide the Partnership with electronic copies of all work products and data files.

The Contractor shall not make public information releases or otherwise publish/release any information obtained or produced by it as a result of, or in connection with, the performance of services under this Scope of Work without the prior written authorization from City's contract manager.

Task 1

Develop Low Impact Development (LID) Standards for New Development and Redevelopment Projects and Associated Work

The Contractor shall develop a draft and final report comprised of seven chapters as noted below in Task 1i), not including an introduction and summary. The report will be written on a qualitative basis and provide an approach to BMP selection and sizing to integrate Hydromodification Management Plan (HMP), water quality treatment and LID goals.

- a) Review and summarize LID performance standards (including thresholds, feasibility methods/criteria and other relevant factors) from other California Phase 1 programs. Based on the above review, the Contractor shall provide recommendations of project approach and standards which are tailored to the Sacramento area.
- b) Describe the study area's soils /permeability, precipitation, evapotranspiration conditions, potential for groundwater recharge, potential for urban runoff harvesting and reuse, and other climatic and environmental factors that influence the feasibility of LID. Rely on published data and information provided by the local agencies and other sources and discuss any variability that exists within the study area; field analyses are not required in this Task.
- c) Conduct limited continuous simulation analysis using the BAHM modified with Sacramento local rainfall to evaluate the runoff reduction from LID measures to inform LID quantitative standards development and demonstrate use of model for simulating

conformance with HMP requirements. Recommend a method/process for evaluating LID feasibility, including infeasibility criteria, for application in the NPDES Permit area.

- d) The Contractor shall develop an objective methodology to review priority project thresholds based on appropriate scale between the environmental benefit and lifecycle cost. The Contractor shall recommend changes, if needed, to the priority project thresholds for application of LID requirements in the Partnership's jurisdictional boundaries. The existing priority project thresholds for application of stormwater quality treatment requirements are defined in Table 3-2 of the *Stormwater Quality Design Manual* (May 2007). Currently, the Partnership intends to apply the same thresholds for hydromodification and treatment requirements.
- e) Recommend LID performance standards (i.e., volume reduction requirements) for priority projects for HMP and water quality treatment goals.
- f) Develop a unified design procedure that eliminates multiple steps and analyses for checking the water quality storm and HMP implementation. Develop recommended tools (such as decision algorithms or flowcharts) for integration of the three sets of standards (LID, hydromodification management and stormwater quality treatment) to facilitate consistent application throughout the Partnership's jurisdictional boundaries. The decision matrix shall be included in the revised *Stormwater Quality Design Manual* (Task 2).
- g) Review the hydromodification management exemption criteria for infill projects (see Chapter 3 of the HMP) and provide recommendations for LID credits for high density, transit-oriented development projects.
- h) Evaluate off-site mitigation or an alternative compliance approach and provide recommendations for guidance and criteria for the LID implementation.
- i) Draft Report. The Draft Report will be submitted in two phases: a 30% submittal and a 65% submittal. The outline and content for the report will generally be the following:

Section 1 – California LID Performance Standards Review

This section will contain a table of LID performance standards from four entities. One entity will be selected within each of the following areas: South Coast, Inland Empire, Central Coast, San Francisco Bay Area. The applicability of these standards to the Sacramento region will be discussed, but the discussion of recommendations will be addressed later in the report (Section 4) after consideration of local data and the integration of HMP and Treatment performance standards. (Task 1a)

Section 2 – Recommended LID Performance Standards for Priority Projects

In this section, LID performance standards for priority projects will relate to either HMP or treatment goals, since LID performance standards on their own are not based on Permit criteria. This section will recommend how BMP Design (Task 3 efforts) can integrate LID performance standards for priority projects into the BMP Design Tool. If deemed appropriate, LID performance standards for priority projects may be captured within the

HMP sizing inputs into the BMP Design Tool (Task 3). If so, the LID standard is wholly integrated into the HMP/Treatment requirement. (Task 1e)

If identified as critical to HMP or treatment requirements, then this section will also recommend threshold changes for priority projects. Changes will be submitted as a proposed revision to Table 3-2 of the Stormwater Quality Design Manual. Currently the thresholds, as applied to "runoff reduction" in the Design Manual, are not critical to meeting any goals since runoff-reduction BMPs are optional. This may change based on the conclusions of Task 1.e. (Task 1d)

Section 3 – Integrated BMP Selection Method

In this section, a flow chart or decision tree will communicate the process by which the critical BMP sizing requirements are identified to accomplish the objectives of HMP, treatment, and (if distinct and separate) LID. (Task 1f)

Section 4 – Local Feasibility Factors and a Feasibility Process

This section will describe data availability and how sensitive LID feasibility is to the important factors (for the chosen performance standards). It will describe limitations in input details to Task 3 efforts based on data availability.

For certain LID practices where data is unavailable or available data requires additional analysis (e.g., calculating harvesting potential from rain gauge data), this section will note the methods that can be employed to answer the question. (Tasks 1 b&c)

Section 5 – Infill and Transit Crediting

In this section, credits will be recommended relative to the benefits of infrastructure reduction that occurs from infill vs. fringe growth (e.g., sprawl) -- especially from the reduction of transportation facilities in outlying areas and the enhancement of walkable communities by centralized transit-oriented development. (Task 1g)

Section 6 - Off-site Mitigation Allowance

This section will describe how off-site mitigation will be allowed based on achieving equivalent flow-control and treatment benefits for the receiving water in question. (Task 1h)

Section 7 - Alternative Compliance Demonstration Method

The alternative compliance approach will outline the analysis necessary to justify a unique solution that is not covered by use of the BMP Design Tool. (Task 1h)

- j) Stakeholder outreach – The Contractor shall hold a web-hosted meeting with the Partnership stakeholders (including but not limited to development communities, environmental groups and regulators) to present the LID Standards. The Partnership shall coordinate invitations to the web-hosted meeting and sign-up for the meeting. The Contractor shall update the LID Standards per the comments received from the Partnership.

The Contractor shall participate in an in-person coordination meeting with the stakeholders to describe the standards and help resolve comments on the LID standards. The Partnership will coordinate meeting invitations and will provide the meeting facility. The Contractor shall assist Partnership responding to public comments and incorporating revisions to the Standards.

- k) Final Report. Complete final report based on comments received from the Partnership.

Work Products for Task 1

The Contractor shall provide a 30% draft submittal outlining LID criteria development, a draft (65% submittal) and a final report (20 pages estimated length – not including introduction, summary, supporting documents, and references) for Task 1 documenting the results of Tasks 1a-1h, as outlined in Task 1i.

Task 2

Update Stormwater Quality Design Manual

The goal of this task is to build upon the existing Stormwater Quality Design Manual and provide a comprehensive stormwater management design manual for the applicant to meet all (water quality, LID and HMP) the post-construction stormwater requirements.

The Contractor shall update the *Stormwater Quality Design Manual for the Sacramento and South Placer Regions* (May 2007) to incorporate and integrate the following items:

- a) LID and hydromodification management requirements BMP selection matrix – Revise the BMP selection matrix (or similar tool) for LID, hydromodification management and treatment requirements, with noted thresholds, to replace existing Table 3-2 in the *Stormwater Quality Design Manual (Design Manual)*. The Contractor may include a flowchart(s).
- b) LID site design guidance – Update Chapter 2 and 3 of the current Design Manual to incorporate LID design strategy for stormwater management.
- c) Evaluate runoff reduction credit approach and recommend modifications as appropriate. Update Design Manual to provide implementation guidance for LID practices.
- d) Update BMP fact sheets - Review all BMP fact sheets in the Design Manual and revise as needed to include design criteria to meet LID, treatment and hydromodification management requirements. The Contractor shall develop a fact sheet specifically for capital improvement street and roadway applications. City will provide all electronic files of existing Design Manual to Contractor to facilitate revisions to the Manual.
- e) Stormwater Management Plan template – Develop a Stormwater Management Plan template for an example project to demonstrate use of the updated Design Manual (the Partnership will provide all necessary project data).
- f) The Contractor shall develop submittal requirements and formats, as well as Plan Review Checklist for Partnership agency staff.

- g) Maintenance requirements – Update maintenance requirements (Appendix B – Maintenance requirements) to incorporate maintenance requirements for the LID and hydromodification management facilities.
- h) Bioretention media specification – The Contractor shall develop and incorporate media specifications for the Stormwater Planter (bioretention) into the fact sheet.
- i) The Contractor shall update the plant/tree list and any other resources needed, to be consistent with the River Friendly Landscaping principles (www.riverfriendly.org).
- j) Additional information for LEED application – The Contractor shall provide information for control measures in the updated Design Manual for the application of stormwater quantity and quality credits in the Leadership in Energy and Environment Design (LEED) system.

Work Products for Task 2

The Contractor shall prepare the following:

- BMP Fact Sheet draft
- Stormwater Management Plan Template
- Draft Design Manual
- Final Draft Design Manual (for public review and commenting)
- Final Design Manual

Task 3

Develop or Enhance BMP Design Tool for LID, Treatment and Hydromodification Management Compliance

The Contractor will develop a version of West Washington Hydrology Model (WWHM)-based software that is specific to Sacramento County application. This version of WWHM will include Sacramento local long-term hourly precipitation from four rain gauges and evaporation data. The BMP sizing tool software package will be compatible with the simplified BMP sizing calculator Partnership developed (using the same HSPF input information), and will have the following desired features:

- Desktop-based software
- Windows-based user friendly interface
- Providing multiple design selections for BMPs
- Allowing the use for any size project (no acreage threshold as compared to the simple BMP sizing calculator)
- Allowing the use of a mixture of on-site LID measures and flow duration control basin facilities to meet the hydromodification management requirements
- Allowing the treatment train options
- Including an automated review checklist and summary for plan reviewers to ensure consistency and completeness in the review process

Work Products for Task 3

- a) The Contractor will provide a beta-version of the software, a draft user manual and protocols for Partnership's testing. The user manual will be generic, providing guidance for implementation of the software (software use and description, not design guidance or discussion), and will not include design examples.
- b) The Contractor will submit the final software tool with the final user manual and all the supporting model files to the City, for future use by any of the agencies in the Partnership. The Contractor's sub-Contractor (Clear Creek Solutions Inc,) will provide an unlimited license for the Partnership to distribute the final software tool to users in Sacramento County.
- c) The Contractor will provide training for Partnership's internal agency staff (two 4-hr training sessions) upon completion of the tool. The training will include a design example using the software.
- d) The Contractor's sub-Contractor (Clear Creek Solutions) will provide Partnership continued technical support for the tool for a period of two years after delivery to/acceptance by the Partnership of the final product. The scope of services and the fees are not included in this Contract.
- e) The Contractor shall be available to provide training (not funded through this Contract) for the development community (at least two training sessions following the complete of this Contract) on the use of the BMP design tool.

Task 4

Public workshops for LID Standards and Design Manual

- a) The Contractor shall prepare and deliver a technical presentation to present the new LID standards and related recommendations to stakeholders following completion of Task 1. One public workshop will be hosted by the Partnership for this purpose. Contractor shall provide the venue for the meeting, the Partnership shall coordinate the attendance and support site check-in.
- b) The Contractor shall prepare and deliver a technical presentation for the updated Design Manual to stakeholders following completion of Task 2. One public workshop will be hosted by the Partnership for this purpose. This workshop will be provided live as well as in a web-based format. The web-based portion of the program will be recorded by the Contractor for the Partnership's future use. An electronic file will be provided to the Partnership of the webcast in a format determined by the Contractor. The Partnership shall provide assistance in sending invitations to the workshop, and will provide support services for assisting with RSVPs and check-in on-site.

Work Products for Task 4

The Contractor shall provide one workshop describing the new LID standards and one workshop describing the updated Design Manual. The Contractor shall develop and present the workshop presentations. The workshops will be hosted at CSUS training facility which can accommodate up to 150 people. The Partnership shall provide reprographic services for all workshop materials as well as coordinate invitations and RSVPs. The Design Manual Workshop will be recorded through a web-based software tool.

Task 5

Project Communication and Coordination

- a) Monthly updates on project schedule and budget – The Contractor shall provide Project Manager monthly update on project cost to date and percent complete on a task basis.
- b) Regular project meetings – The Contractor shall hold regular project meetings to include all Partnership members at milestone submittals. Three meetings are designated for this purpose in addition to those specifically indicated within each task. One meeting will be held for project kick-off and discussion of the scope of work, and two meetings are anticipated to occur during Task 2.

Communications shall always be documented in writing via memos, meeting notes and emails for record keeping. The Contractor shall provide Partnership meeting notes for regular project meetings in a timely manner.

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 \$ _____.
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, Department of Utilities
1395 35th Avenue, Sacramento, CA 95822
Phone (916)808-1449 /Fax (916)808-1497
Attn: Hong Lin*

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

ATTACHMENT 1 TO EXHIBIT B

The total budget for this agreement is not to exceed \$ 190,000.

Budget allocation for the Tasks is estimated as follows:

Total Hours: 1,359 Total Fee: \$189,997.90

<u>TASK</u>	<u>Hours</u>	<u>Fee</u>
TASK 1	248.5h	\$29,166.50
TASK 2	660.8h	\$97,745.40
TASK 3	264h	\$36,140.00
TASK 4	158h	\$20,646.00
TASK 5	28h	\$6,300.00

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.

The following rates will apply to all work performed by The RBF Team over the course of the contract for each task proposed to be completed by the team. Rates are included for each team member and the classifications specific to their organization.

Classification	Name	\$/ Hr.
RBF Consulting		
Principal	Scott Taylor	225.00
Project Director	Anna Lantin	220.00
Program Manager	Harvey Oslick	215.00
Senior Project Manager	Pal Hegedus	200.00
Senior Engineer	Laura Larsen	163.00
Design Engineer	Remi Candaele	135.00
Project Engineer	Dave Mercier	148.00
Project Coordinator	Anne Davis	110.00
Watearth		
Principal	Jennifer J. Walker	175.00
Senior Hydrologist	Dawn Duncan	125.00
cbec, inc. eco engineering		
Principal	Christopher Bowles	145.00
The Office of Water Programs at California State University, Sacramento		
Project Manager	Brian Currier	131.00
Research Engineer IV	Kevin Murphy	142.00
Research Engineer III	David Aldrete	127.00
Research Engineer III	John R. Johnston	127.00
Research Engineer III	Dipen Patel	127.00
Research Engineer III	Maureen Mathias Kerner	127.00
Geologist/GIS	Scott Meyer	104.00
Environmental Scientist	Tod Granicher	87.00
Hydrologist	Christian Carleton	81.00
CCS CLEAR CREEK SOLUTIONS, INC.		
Principal Engineer	Douglas Beyerlein	145.00
Senior / Eco-Hydrologist	Joseph T. Brascher	120.00
Senior Programmer	Gary Maxfield	110.00
Associate / Eco-Hydrologist		110.00

Additional Staff will be billed according to the rate sheet below:

OFFICE PERSONNEL \$/ Hr.

Senior Principal.....	\$245.00
Principal.....	225.00
Project Director	220.00
Program Manager	215.00
Senior Project Manager.....	200.00
Project Manager.....	195.00
Structural Engineer	195.00
Technical Manager.....	180.00
Senior Engineer	163.00
Senior Planner	163.00
Electrical Engineer	156.00
Landscape Architect.....	150.00
Senior GIS Analyst.....	150.00
Project Engineer	148.00
Project Planner	148.00
Environmental Specialist	138.00
Design Engineer/Senior Designer/Mapper.....	135.00
GIS Analyst.....	122.00
Designer/Planner	118.00
Project Coordinator	110.00
Graphic Artist	97.00
Environmental Analyst/Staff Planner	97.00
Design Technician.....	97.00
Assistant Engineer/Planner.....	93.00
Permit Processor	83.00
Engineering Aid/Planning Aid	75.00
Office Support/ Clerical.....	63.00

REIMBURSABLE COSTS

Travel	Actual expense
Local mileage	Current IRS Rate: (\$.051/mile)
Transportation	Actual expense
Auto rental	Actual commercial rate
Fares	Actual expense
Room Subsistence ^a	Actual expense

The rate for each meal is as follows: \$48.00 per day

\$0.10 per black and white copy in house
 \$1.00 per color copy in house
 \$2.00 per binding in house

Breakfast	\$9.00
Lunch	\$13.00
Dinner	\$21.00
Incidentals	\$5.00

Special Postage and Express Mail
 Actual expense

Other Direct Cost: Actual Expense

Report Reproduction and Copying
 Actual outside expense

Subcontractors: Actual expense

^a Charged when overnight lodging is required

EXHIBIT C
PROFESSIONAL SERVICES AGREEMENT FOR DESIGN SERVICES
FACILITIES AND EQUIPMENT TO BE PROVIDED BY CITY

CITY shall [*check one*] **X** Not furnish any facilities or equipment for this Agreement; or
 furnish the following facilities or equipment for the Agreement; [*list, if applicable*]

EXHIBIT D

PROFESSIONAL SERVICES AGREEMENT 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 Agreement and shipped from outside California, the Contractor and any subcontractors leasing or purchasing such materials, equipment, supplies or other tangible personal property shall

obtain a Use Tax Direct Payment Permit from the California State Board of Equalization (“SBE”) in accordance with the applicable SBE criteria and requirements.

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

EXHIBIT E

REQUIREMENTS OF THE NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

INTRODUCTION

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

APPLICATION

The provisions of the Ordinance apply to any contract or agreement (as defined below), between a Contractor and the City of Sacramento, in an amount exceeding \$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.