



# City of Sacramento City Council

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915 I Street, Sacramento, CA, 95814  
[www.CityofSacramento.org](http://www.CityofSacramento.org)

**Meeting Date:** 8/21/2012

**Report Type:** Staff/Discussion

**Title:** Urban Land Institute (ULI) Railyards Presentation and Next Steps

**Report ID:** 2012-00699

**Location:** Railyards, District 3

**Recommendation:** Pass a Resolution 1) establishing the Railyards Connections Project (T02000000) as a new Capital Improvement Project; 2) amending the FY2012/13 Capital Improvement Program by appropriating \$20,000 from Downtown Transportation Systems Management (TSM) Fund balance (Fund 2012) to the Railyards Connections Project (T02000000) for site design, transportation planning, and connections analysis for the southern part of the Railyards; and 3) authorizing the City Manager or his designee to execute an agreement for urban design and development advisory services with the Urban Land Institute's Rose Center for Leadership in Land Use for \$20,000.

**Contact:** Fran Halbakken, Railyards Development Manager, 808-7194

**Presenter:** Fran Halbakken, Railyards Development Manager

**Department:** City Manager

**Division:** Executive Office

**Dept ID:** 02001011

## **Attachments:**

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- 1-Description/Analysis
- 2-Background
- 3-Attachment ULI-Report
- 4-Attachment ESC Intermodal SitePlan Report
- 5-Resolution
- 6-Exhibit A ULI Contract

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## **City Attorney Review**

Approved as to Form  
Michael Sparks  
8/15/2012 6:04:28 PM

## **Approvals/Acknowledgements**

Sandra Talbott, Interim City Attorney

Shirley Concolino, City Clerk  
John F. Shirey, City Manager

Russell Fehr, City Treasurer

Department Director or Designee: Fran Halbakken - 8/14/2012 4:08:22 PM

## Description/Analysis

**Issue:** In 2011, the City was selected by the Urban Land Institute's (ULI) Daniel Rose Center for Public Leadership in Land Use for its 2010-2011 Fellowship Program. Through this program, the Rose Center was asked to help the City determine what actions would position the Sacramento Railyards to attract a significant share of regional development over the long term and what activities or investments could be early catalysts to complement investment in Sacramento's downtown. This also included evaluating the proposal for a new entertainment and sports complex (ESC) adjacent to the City's planned Sacramento Intermodal Transportation Facility (SITF).

The ULI Rose Center completed its final report, which is attached. At the same time, staff is also presenting the final report from its consultant team, AECOM and Fehr & Peers, which provides detailed analysis of the ULI recommendations for the area south of the new tracks as it relates to the siting and functioning of the SITF and the proposed ESC (refer to second attachment).

While the report on the Entertainment and Sports Complex/Intermodal Transportation Facility demonstrates that both uses can function adequately in that area, challenges remain. Foremost among those is a lack of connections with the surrounding area, particularly to the waterfront, Old Sacramento, and West Sacramento. There are major barriers that affect the development (whether it is an arena or other type of building) in this area and affect the success of future growth, especially retail development on this site.

Based on initial analysis, City staff believes there are opportunities to improve connections to make this area a more functional and attractive site especially to users of different transportation modes. In order to explore this concept further and identify the necessary implementation steps, staff is recommending that Council establish the Railyards Connections Project (T02000000) and authorize funding to bring back the panel from the ULI's Rose Center to assess possibilities for improved connectivity and what that may mean for development of the area whether for an arena or other types of transit-supportive joint development. In addition, upon conclusion of the ULI work, staff intends to return to Council for authorization for our consultant team of Fehr & Peers and AECOM to continue their work and develop specific implementation tasks based on the ULI Rose Center panel's new recommendations.

The funding for this work would come from the Downtown Transportation Systems Management (TSM) Fund balance (Fund 2012) and the amount requested for this effort is \$20,000.

The professional services agreement with the ULI Rose Center for Public Leadership in Land Use for \$20,000 is attached as Exhibit A to the resolution. Staff expects to return to Council upon completion of ULI's work to execute a contract with Fehr & Peers/AECOM in order to continue their work and conduct the necessary detailed analysis necessary to implement the Rose Center panel's recommendations.

**Policy Considerations:** The analysis of greater connectivity for the I Street area and the Depot District in order to encourage development is consistent with General Plan goal LU1.1, which promotes sustainable growth and change through orderly and well-planned development. In particular, this report implements policy M 1.2.3 (Multimodal Access), which states the City shall promote the provision of multimodal access to activity centers such as commercial centers and corridors, employment centers, transit stops/stations, airports, schools, parks, recreation areas, and tourist attractions.

**Economic Impacts:** None.

**Environmental Considerations:** The actions in this report are exempt from the California Environmental Quality Act (CEQA) under CEQA Guidelines (14 Cal. Code Reg. Section 15262 et seq.) as they concern planning and funding activities for possible future projects.

**Sustainability:** By identifying and planning for improved connectivity for this area of the Railyards, the City is encouraging multi-modal movement, including pedestrian and bicycling activity in this area, thereby potentially reducing future vehicle miles travelled and the greenhouse gases associated with that.

**Commission/Committee Action:** None.

**Rationale for Recommendation:** After extensive analysis of the site of the Intermodal Facility and proposed arena in the Railyards area south of the new tracks, staff has determined that while both facilities can work on this site there are connectivity challenges that affect all development in this area. Better access and connectivity will provide better and safer connections for all transportation modes and will improve the development potential of the area.

**Financial Considerations:** Staff is seeking a total of \$20,000 from the TSM Fund (Fund 2012); sufficient funding is available from the fund's balance. The primary objective of the Downtown TSM Fund is to enable the City to develop, build, and/or implement enhancements to the downtown transportation system which encourage alternate mode use. This project would identify and plan for improved transportation access and connectivity in order to support multi-modal transportation use and access for this area.

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

**Emerging Small Business Development (ESBD):** Not applicable.

## Background

### Part I – ULI and Railyards Recommendation and Implementation Efforts

The Urban Land Institute’s Rose Center has completed its final report on the Railyards (refer to the attachment). This report is the culmination of a year-long study by the Rose Center’s panel of nationally recognized development experts. The panel was asked by the City to identify what actions would position the Sacramento Railyards to attract a significant share of regional development over the long term—and what activities or investments could be early catalysts—that complement investment in Sacramento’s downtown. This report will serve as a useful road map as the City continues its efforts to transform the Railyards into an exciting and thriving place to live, work and play.

Entitled *Redeveloping the Railyards to Strengthen the Urban Core*, the report identifies several recommendations that the City should pursue to promote successful redevelopment of the site. These include the following:

- Create an intermodal transit district, not a large facility;
- Target public and private investments to create small, manageable, and complete projects that will sustain themselves over time;
- Support the development of neighborhoods, not segregated areas;
- Create a strong open-space system by framing parks with development;
- Complete a network of linked open spaces and great streets in phases;
- Celebrate the Central Shops buildings and other focal points within the site;
- Create low-cost, engaging interim uses that draw people to the Railyards and create interest in the site; and
- For catalyst projects, such as the new courthouse or a future arena, the City should evaluate each within the larger context of the Railyards and ask itself:
  - Does the project add value to the overall experience or draw of the Railyards, especially considering who would use it?
  - How would the project affect future phases of development?
  - What would be the return on current or planned investments?

Working with the property owner, Inland American, as well as our transportation agency partners, the City has already begun to implement several of these recommendations, including significant investments in infrastructure.

As shown in the following table, the City has invested over \$200 million in infrastructure to connect the Railyards to Downtown. Additionally, the City is currently investing another \$30 million in the retrofit of the Sacramento Valley Station, which will serve as the gateway into the Depot District area and contain the Intermodal Facility.

<b>Railyards Infrastructure Projects</b>	<b>Estimated Completion</b>
5 <sup>th</sup> Street Bridge	Completed
6th St. Bridges	Completed
Central Shops Hazardous Materials Abatement	Completed
I-5 Richards Interchange, Jibboom & Bercut	Completed
Track Relocation	2012
Intermodal Circulation - 4th/I Access	2012
West Tunnel (bike/pedestrian)	2013
Sacramento Valley Station Depot Structural Retrofit	2013
5th St. Extension	2014
6th St. Extension	2014
5th St. to North B St., Bercut Dr. & 5th St. Steps	2014
Camille Lane, Bercut Drive and Market Plaza	2014
Phase 2 Intermodal – Historic Rehabilitation of the Depot	2015

By the end of this year the track relocation will be completed and by 2014 both 5<sup>th</sup> and 6<sup>th</sup> Streets will be extended into the Railyards, opening up the site and connecting it to the Downtown for the first time in its history. In addition, the City has started the Sacramento Valley Station structural retrofit and was recently awarded a \$15 million TIGER IV (Transportation Investment Generating Economic Recovery) grant that along with \$15 million from local transportation funding sources will be used for rehabilitation of the historic depot, now the Sacramento Valley Station. It is the seventh busiest rail station in the nation. It will include upgraded service for passengers on four different Amtrak routes, including the Capital Corridor, Amtrak's third busiest route in the country. The project will improve the interior and exterior of the building, and install modern electrical, heating, and cooling systems. It will also increase commercial lease space, enhancing the economic sustainability of the station. Finally, the project will help the station function as an intermodal hub, with a co-located light rail station and bays for transit and intercity buses and it will expand bicycle commuting amenities, including new bicycle parking stalls.

## **Part II – ULI ESC and Intermodal Recommendations and Implementation**

As part of their report, the ULI Rose Center panel also provided recommendations to the City on how an arena or entertainment and sports complex (ESC) might fit adjacent to the City's planned Sacramento Intermodal Transportation Facility (SITF). Much of this work was done during the panel's July 2011 visit to the site and their discussion with key stakeholders.

The ULI final report concluded that, "both the intermodal and arena can be accommodated in symbiotic way that creates public space, provides connectivity and achieves synergies with surrounding districts." The Rose Center panel suggested further detailed study of the site to ensure that it would be well-planned. Specific recommendations included the following:

- Create transit district and move high speed rail east across 6<sup>th</sup> Street
- Move arena west toward I-5
- Move transit district east and use Lot 40
- Lower arena and design it to respect historic context
- Create public space between arena and transit district with development opportunities
- Utilize existing parking to spread economic activity
- Parking and other infrastructure (drainage, detention) should be shared in district
- Do it right or don't do it:
  - Too many design compromises will diminish functionality of the facilities and regenerative potential to the surrounding areas

Based on these recommendations and as part of the preparatory work for a new ESC in the Railyards, staff selected AECOM and Fehr & Peers for site planning and transportation analysis of the area that included the Intermodal and the proposed ESC. Despite the demise of the deal with the Sacramento Kings, staff was directed to complete this work in order to find the optimal location for the Intermodal and determine the best site for an ESC.

Funding for this effort initially came from the NBA and then after the end of the deal for the ESC the remaining funding came from the Railyards' portion of the Downtown-

Richards-Railyards Development Fund. No General Fund money was spent on this effort.

The study entitled, *Entertainment Sports Complex/Intermodal Transportation Facility Briefing Report*, was prepared by AECOM, the design consultant, and Fehr & Peers, the transportation consultant. The report identified that both the ESC and the Intermodal Facility could function on the 13-acre City-owned site south of the new railroad tracks (refer to the attachment). However, in order to allow for proper truck access and maneuvering the ESC cannot be located as close to Interstate 5 in the west as originally identified by ULI. While the consultant team concluded that both uses can function properly on the site, there remain a number of challenges and design compromises which need to be addressed in order for the site to function better. Specific issues include:

- Compatibility with adjacent historic structures
  - Scale, massing, height of the ESC and its affect on the historic Depot and view corridors.
- Compromised functions
  - The many activities and infrastructure lines on the site limit the ability to lower the ESC below grade and move it further west.
  - While both the ESC and SITF function adequately it is not an optimal arrangement. For example:
    - ESC loading area space is limited
    - Public plaza space is tight for ESC events
- TOD Opportunities
  - The City should compare potential development opportunities for other supportive TOD uses and development next to the SITF site with that of the ESC
- Connections
  - The area is surrounded by a number of barriers that affect pedestrians, bicyclists, and motorists. These include:
    - On and off-ramps to I-5 and freeway columns;
    - Multiple large concrete viaducts that connect to the I-Street bridge;
    - Unattractive and circuitous connections to and from Old Sacramento;
    - Limited sidewalks and pedestrian pathways from Old Sacramento to I Street and the Depot;
    - Limited connections to the waterfront; and
    - Inadequate connection to West Sacramento.

The final AECOM/Fehr & Peers report concludes that additional analysis is needed to determine whether the removal of existing barriers and better connections in this area would result in a preferred site plan that would function optimally for all uses – Intermodal and ESC/joint development.

Based on the conclusions of this report, staff is requesting that Council allocate funding from the Downtown Transportation Systems Management (TSM) Capital Improvement Program fund (Fund 2012) to compensate the ULI Rose Center panel to analyze these issues and prepare additional recommendations. The professional services agreement with the ULI Rose Center is attached as an exhibit to the resolution. Upon conclusion of the ULI work, staff expects to return to Council with a contract to retain Fehr & Peers and AECOM to develop detailed implementation steps based on ULI's recommendations that should result in improved connectivity for all users and an enhanced site plan for the area.



# Sacramento California



**Urban Land  
Institute**

**Daniel Rose Center for Public Leadership in Land Use**

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feet of commercial mixed-use development anchoring the Union Station Neighborhood. In addition to managing the real estate development team, he is a key member of the management team for the design and construction of the \$480 million public infrastructure project.

Cannon is involved in many civic and professional organizations. He was appointed by the mayor of Denver and serves as the current chair of the Denver Downtown Development Authority, a tax increment financing authority assisting in the redevelopment of Denver Union Station and the surrounding downtown area. He serves on the board of directors of four downtown Denver metropolitan districts, special taxing districts responsible for providing public infrastructure and services. Cannon is an active member of the Urban Land Institute and is a member of the ULI Public Private Partnership Council. He is an active member of NAIOP, the Downtown Denver Partnership, and the Denver Metro Chamber of Commerce.

Before joining Continuum Partners, Cannon was a principal with Civitas Inc., a national planning, urban design, and landscape architecture firm. While with Civitas, he was principal-in-charge of planning, urban redevelopment, transit-oriented development, and urban design projects in numerous cities across the country and was instrumental in building the firm's national reputation.

Cannon is a graduate of the University of Colorado College of Architecture and Planning with a bachelor's degree in environmental design.

### Marlene Gafrick

#### *Daniel Rose Houston Fellow Alternate*

As Houston's top planning and development official, Marlene Gafrick brings more than 30 years' experience in land development that includes ordinance development, implementation and enforcement, permitting, and coordination with public agencies and special districts. Gafrick joined the department 30 years ago as an associate planner fresh out of school. She was named planning director by Houston mayor Bill White on July 7, 2005, and continues in that capacity today under Mayor Annise Parker.

While her work location has stayed the same, Gafrick's responsibilities and the ways they are fulfilled have seen many changes. She has been instrumental in the creation and implementation of many new and amended ordinances to encourage growth while protecting and preserving neighborhoods. She is

especially adept at harnessing new technologies to improve workflow and accountability.

The department provides tools and resources to strengthen and increase the long-term viability of neighborhoods; regulates land development in Houston and the extraterritorial jurisdiction; and reviews, investigates, and promotes land regulation policies for the changing demands to Houston's growth and quality of life.

Current challenges include changing development rules along transit corridors to increase pedestrian and multimodal connections to adjacent neighborhoods and creating rules to allow mixed-use/pedestrian districts. Gafrick is overseeing the transition to a Regional Enterprise GIS environment that supports the sharing of data, GIS services, and resources among city departments, area governments, utilities, and related agencies. She also is partnering with related city departments and outside agencies to increase regional transportation planning, including the adoption of a citywide mobility plan.

She holds a BS in economics in urban and regional planning from Missouri State University in Springfield.

### Mami Hara

A principal of Wallace Roberts & Todd, during her career Mami Hara has focused on development of sustainability frameworks and civic projects in urban environments that have included waterfronts and water resources, park open-space systems, trail networks, neighborhoods, and cultural institutions.

Hara works with clients to integrate green infrastructure and urban development that enhance ecological function and civic life. She is currently working with the Philadelphia Water Department's Office of Watersheds to mobilize implementation of one of the most ambitious municipal green infrastructure programs in the United States. Her work with Philadelphia Water Department includes program development, program management, policy, and planning as well as advocacy and education for conducting similar projects on a national scale.

Hara earned a BA in design of the environment from the University of Pennsylvania and her master of landscape architecture degree from Harvard University's Graduate School of Design. In addition to her work with Wallace Roberts & Todd, she is an instructor in the University of Pennsylvania's school of City and Regional Planning, a lecturer in the Architecture Department at Temple University, and board chair of the Community Design Collaborative.

## Robert Lane

Robert Lane, senior fellow for urban design at the Regional Plan Association, directs the Centers Program, which is devoted to combating sprawl and promoting compact, transit-oriented development.

Lane's current and recent past work focuses on the relationship between transit, land use, and urban design and emphasizes public participation and communication through visual techniques. Projects include the Somerville (NJ) Station Area Vision Plan, the Hastings-on-Hudson (NY) Waterfront plan, the Newark Vision Plan, Far West Side Redevelopment Alternatives Study, and the Civic Alliance Vision Plan for Lower Manhattan.

Lane is an architect and urban designer who combines urban design and planning research with 20 years of professional practice. Over the last ten years, Lane has initiated and completed three major independent research projects funded by the National Endowment for the Arts, the New York State Council on the Arts, and the German Marshall Fund. This work has been exhibited at the Municipal Art Society and has been published in *Oculus*, *Progressive Architecture*, and the *Harvard Architecture Review*. Lane also teaches a professional development course for the Lincoln Institute of Land Policy called Redesigning the Edgeless City, which focuses on strategies for remaking the suburban and exurban landscape.

Before coming to Regional Plan Association, Lane was an associate at Kohn Pedersen Fox Architects, PC. He received his BA from Cornell University and a master of architecture from Columbia University. Lane was a Loeb Fellow at the Harvard Graduate School of Design during the 2008–2009 academic year.

## Danny Pleasant

### *Daniel Rose Charlotte Fellow*

As director of the Department of Transportation for the city of Charlotte, Danny Pleasant is responsible for road and transportation planning and operations, including policy development and neighborhood traffic projects (street lights, street and sidewalk construction and maintenance, traffic signal operations, pedestrian and bicycle programs, and right-of-way management). He also oversees capital project prioritization.

The department is responsible for 2,100 miles of streets and traffic signals at more than 630 intersections. It also provides planning services for the Mecklenburg-Union Metropolitan Planning Organization and recently developed a Transportation Action Plan to deal with expected growth in the next 25 years.

Pleasant joined the city of Charlotte in 2002, following a 14-year career as transportation planning bureau chief for the city of Orlando, Florida. He also worked as a transportation planner for the cities of Atlanta, Georgia, and Chapel Hill and Fayetteville, North Carolina.

He received his master's degree in urban planning from Texas A&M University and his bachelor's degree in parks and recreation administration from North Carolina State University. While a student at Texas A&M, he worked as a research associate with the Texas Transportation Institute.

Pleasant is a Fellow of the Institute of Transportation Engineers and a member of the American Institute of Certified Planners, the Urban Land Institute, and the Congress for the New Urbanism. He is affiliated with Walkable Communities and has served on several of its expert advisory teams focusing on finding solutions to urban design problems.

## Marja Winters

### *Daniel Rose Detroit Fellow*

On May 14, 2009, Mayor Dave Bing reappointed Marja Winters deputy director of the City of Detroit Planning and Development Department. In this capacity, she oversees the operations of nearly 200 employees who staff the department's six divisions: Financial and Resources Management, Housing Services, Neighborhood Support Services, Planning, Real Estate Development, and the Office of Neighborhood Commercial Revitalization (ONCR), where she served as director the preceding two years.

As director of ONCR, Winters worked with community development organizations, volunteers, entrepreneurs, and local merchants to revitalize older commercial districts in targeted areas and encouraged small business creation and growth. Before she joined the city of Detroit, Wayne County executive Robert A. Ficano appointed Winters as department executive for Wayne County Parks. While serving three years in this capacity, she worked on several special projects, including leading the campaign to renew the Parks Millage; developed the framework for Wayne Reads!, a comprehensive literacy program; and managed a collaboration to reduce violence and promote conflict resolution throughout Wayne County.

A career public servant, Winters displays her commitment to the city of Detroit through her profession and her strong community involvement. Respected among her peers in the young professional community, Winters is a visible and vocal advocate for civil rights, community empowerment, and civic engagement. She is third vice-president of the

Detroit Branch NAACP Executive Committee, chair of the Detroit Branch NAACP's Political Education Committee, coadviser to the Detroit NAACP Youth Council, team leader of the Community & Economic Development Ministry and children's church instructor at Life Changers International Ministries. In January 2008, Winters was appointed by Governor Jennifer Granholm to serve a two-year term on the Michigan Judicial Tenure Commission.

Winters is a current student of the Urban Ministry Institute, is a graduate of the University of Michigan, and holds a BA in political science and a master of urban planning.

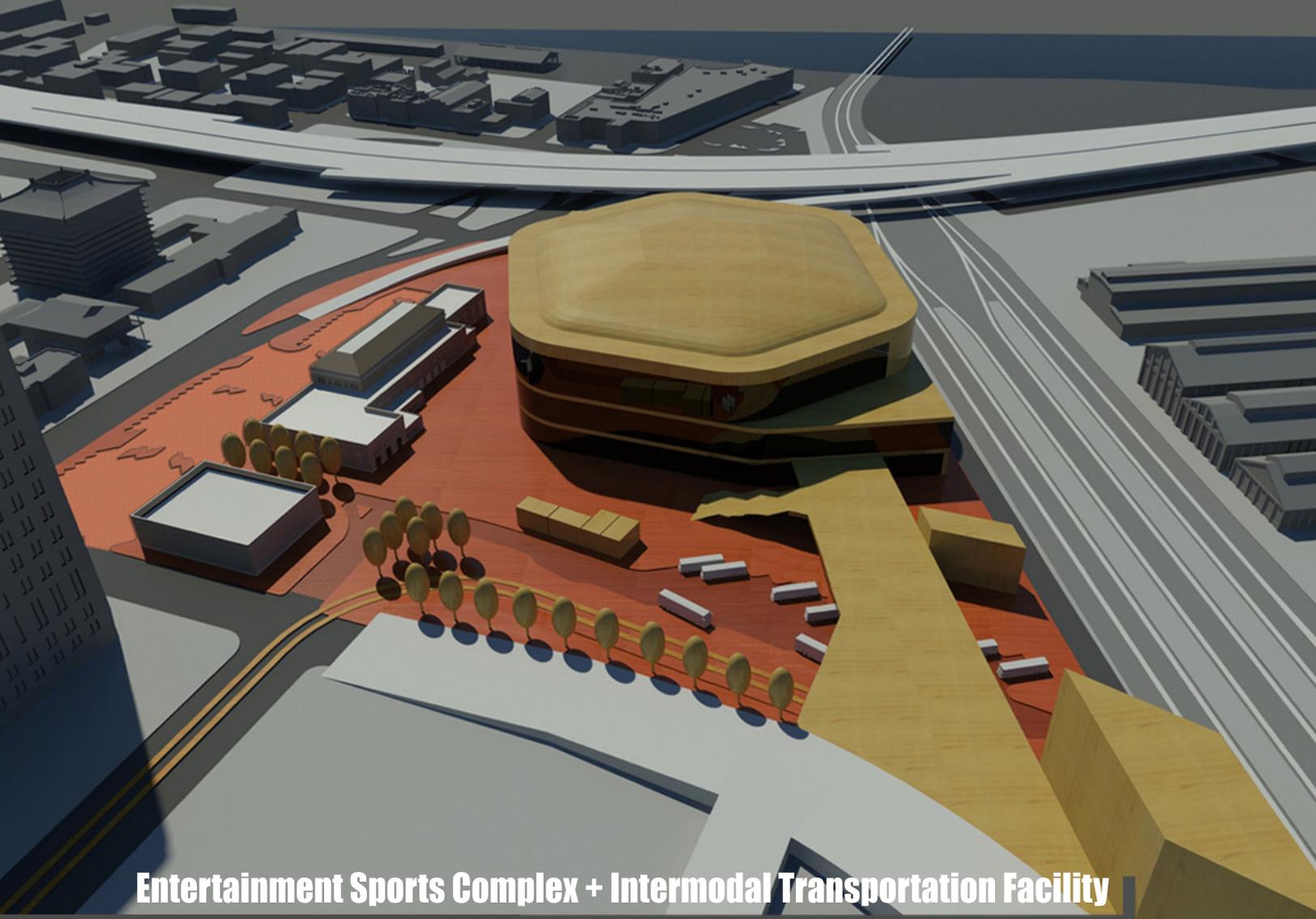


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# Entertainment Sports Complex + Intermodal Transportation Facility

## *Briefing Report*



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*Prepared for:*



The City of Sacramento

*Submitted by:*

**AECOM & FEHR PEERS**

August 2012

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## RESOLUTION NO. 2012-

Adopted by the Sacramento City Council

**ESTABLISHING THE RAILYARDS CONNECTION PROJECT (T02000000)  
AS A NEW CAPITAL IMPROVEMENT PROJECT; APPROVING THE APPROPRIATION OF  
FUNDS FROM THE DOWNTOWN TRANSPORTATION SYSTEMS MANAGEMENT (TSM)  
CONTINGENCY TO THE RAILYARDS CONNECTIONS PROJECT (T02000000); AND  
APPROVING AN AGREEMENT WITH THE ULI ROSE CENTER FOR AN ANALYSIS  
OF TRANSPORTATION CONNECTIONS AND DEVELOPMENT OPPORTUNITIES  
SURROUNDING THE INTERMODAL SITE**

### BACKGROUND

- A. In October 2010, the City of Sacramento was selected as one of four cities by the Urban Land Institute's Daniel Rose Center for Public Leadership in Land Use for its 2010-2011 Fellowship Program. The City selected the development of the Railyards as the topic for the fellowship.
- B. In January 2011, the ULI Rose Center panel visited the Downtown Railyards site and prepared its preliminary recommendations in order to position the Railyards to attract development.
- C. In July 2011, a second ULI Rose Center panel returned to Sacramento to assess and provide recommendations on the new proposal for an entertainment and sports complex (ESC) adjacent to the Sacramento Intermodal Transportation Facility (SITF).
- D. The panel concluded that the site could function for both uses but detailed analysis was needed to determine if both uses could function in an optimal manner there.
- E. In April 2012, the City hired AECOM and Fehr & Peers to assist staff with detailed site planning analysis in order to implement the ULI's recommendations and ensure that both the Intermodal and the ESC would function properly on the Railyards site.
- F. In May 2012, the ULI Rose Center released its final report containing recommendations for the Railyards including the Intermodal and proposed ESC area.
- G. In July 2012, the City's consultant team completed its report which determined the Railyards site south of the new track alignment functioned for both uses but could be improved by the removal of barriers, additional space, and greater connectivity with the surrounding area. This would not only benefit the Intermodal but would also improve the potential for development of either an ESC or other transit supportive uses.
- H. Based on these conclusions, staff determined that detailed analysis was required to see what obstacles could be removed including the potential cost, timing and complexity, and how this would promote multi-modal access and improve the design and development potential of the Depot District area.





# Exhibit A

PROJECT #: P13211222004  
 PROJECT NAME: ULI Rose Center Technical Assistance Panel  
 DEPARTMENT: City Manager's Office  
 DIVISION: Executive Office

## CITY OF SACRAMENTO

### PROFESSIONAL SERVICES AGREEMENT \$25,000 OR LESS

**THIS AGREEMENT** is made at Sacramento, California, as of August 21, 2012, by and between the **CITY OF SACRAMENTO**, a municipal corporation ("CITY"), and

Urban Land Institute  
 1025 Thomas Jefferson St. NW, Suite 500 West, Washington, DC 20007-5201  
 Phone: 202-624-7018/Fax: 202-624-7140

("CONTRACTOR"), who agree as follows:

1. **Contract.** The Contract shall consist of this Agreement and each of the following documents, which are incorporated by reference:

- |  |   |
|--|---|
| <input checked="" type="checkbox"/> General Conditions               | <input type="checkbox"/> Contractor's Proposal Form             |
| <input checked="" type="checkbox"/> Fee Schedule / Manner of Payment | <input type="checkbox"/> ESBD Program Statement                 |
| <input checked="" type="checkbox"/> LBE Program Statement            | <input checked="" type="checkbox"/> Certificate(s) of Insurance |
| <input checked="" type="checkbox"/> Arizona Boycott                  |   |

[ Referenced Documents can be found at <http://www.cityofsacramento.org/generalservices/procurement/> ]

2. **Services.** CONTRACTOR shall provide to CITY the following services in the time, place and manner specified below:

The services shall be as set forth in Exhibit A

3. **Payment.** CITY shall pay CONTRACTOR for the services specified in section 2 above on the basis set forth in the *contract addendum for fee schedule/manner of payment*. Payment CONTRACTOR under the Contract shall not to exceed the total amount of \$ 20,000. CONTRACTOR shall not be compensated for services outside the scope of the services or in excess of the amount set forth above without prior written approval of the CITY. Invoices shall be sent to representatives designated in section 4 below.

4. **Representatives.**

The CITY Representative for this Agreement is:

Fran Halbakken, Railyards Development Project Manager  
 915 I Street, 5th Floor - City Manager's Office  
 Phone: 916-808-7194/Fax: 916-808-/E-mail: FHalbakken@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:

Gideon Berger, AICP, Daniel Rose Fellowship Program Director  
Urban Land Institute  
Phone: 202-624-7018 Email: gideon.berger@uli.org

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.

5. **Professional Liability Insurance.** Professional Liability (Errors and Omissions) insurance is  is not \_\_\_ [check one] required for this Agreement. If required, such coverage must be continued for at least \_\_\_<sup>1</sup> year(s) following the completion of all Services and Additional Services under this Agreement.

6. **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.

7. **Authority.** The person signing this Agreement for CONTRACTOR represents and warrants that he/she has accessed and read all contract documents and is fully authorized to sign this Agreement on behalf of CONTRACTOR and to bind CONTRACTOR to the performance of Agreement's obligations.

Executed as of the day and year first above stated.

**CITY OF SACRAMENTO**  
A Municipal Corporation

By: \_\_\_\_\_

Print name:           Fran Halbakken          

Title: Railyards Development Project Manager

For: John F. Shirey, City Manager

APPROVED TO AS FORM:

\_\_\_\_\_  
City Attorney

ATTEST:

\_\_\_\_\_  
City Clerk

**CONTRACTOR:**

Urban Land Institute

\_\_\_\_\_  
NAME OF FIRM

53-0159845

\_\_\_\_\_  
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**

Jess Zimbabwe, AIA, AICP, LEED-AP, Executive Director

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Additional Signature (*if required*)

Michael Terseck, CFO/CAO

\_\_\_\_\_  
Print Name and Title

**PROFESSIONAL SERVICES AGREEMENT****GENERAL PROVISIONS****1. Independent Contractor.**

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

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

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

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

**7. CONTRACTOR Information.**

- A. CITY shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by CONTRACTOR pursuant to this Agreement. In this Agreement, the term "information" shall be construed to mean and include: any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, 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 actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, costs 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 "Liabilities"), including but not limited to Liabilities arising from personal injury or death, damage to personal, real or intellectual property or the environment, contractual or other economic damages, or regulatory penalties, arising out of or in any way connected with performance of or failure to perform this Agreement by CONTRACTOR, any sub-consultant, subcontractor or agent, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, whether or not (i) such Liabilities are caused in part by a party indemnified hereunder or (ii) such Liabilities are litigated, settled or reduced to judgment; provided that the foregoing indemnity does not apply to liability for any damage or expense for death or bodily injury to persons or damage to property to the extent arising from the sole negligence or willful misconduct of CITY, its agents, servants, or independent contractors who are directly responsible to CITY, except when such agents, servants, or independent contractors are under the direct supervision and control of CONTRACTOR.
  
- 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."    JZ    (CONTRACTOR initials)

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

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

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

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

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

B. Additional Insured Coverage

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

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

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

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

C. Other Insurance Provisions

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

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

D. Acceptability of Insurance

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

E. Verification of Coverage

- (1) CONTRACTOR shall furnish CITY with certificates and required endorsements evidencing the insurance required. The certificates and endorsements shall be forwarded to the CITY representative named in Exhibit A. Copies of policies shall be delivered to the CITY on demand. Certificates of insurance shall be signed by an authorized representative of the insurance carrier.
- (2) The CITY may withdraw its offer of contract or cancel this Agreement if the certificates of insurance and endorsements required have not been provided

prior to execution of this Agreement. The CITY may withhold payments to CONTRACTOR and/or cancel the Agreement if the insurance is canceled or CONTRACTOR otherwise ceases to be insured as required herein.

F. Subcontractors

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

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

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

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

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

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

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

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

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

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

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

and shipped from outside California, the Contractor and any subcontractors leasing or purchasing such materials, equipment, supplies or other tangible personal property shall obtain a Use Tax Direct Payment Permit from the California State Board of Equalization ("SBE") in accordance with the applicable SBE criteria and requirements.

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

**EXHIBIT B**

**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 \$ 20,000.
  
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. *[Attach list of billable rates that apply, labeled "Attachment 1 to Exhibit B".]*
  
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:

Community Development Department  
300 Richards Blvd, 3rd Floor  
Sacramento, California 95811  
Telephone: 916/808-2015 / Email: Adelarosa@cityofsacramento.org

*Attn:* Angelina de la Rosa, Senior Accounting Technician

- 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.

**LOCAL BUSINESS ENTERPRISE (LBE) PREFERENCE PROGRAM**

**NOTE: Proposers must provide responses to the following items. Failure to provide a response to each of the items in this section may be grounds for rejection of the proposal.**

**1. LBE TWO PERCENT (2%) BID EVALUATION PREFERENCE**

On April 3, 2012, the Sacramento City Council adopted a Local Business Enterprise Preference program to provide enhanced opportunities for the participation of local business enterprises (LBEs) in the City's contracting and procurement activities.<sup>1</sup> A bid or quotation submitted by a firm that is located within Sacramento city and/or the unincorporated county of Sacramento will receive a two percent (2%) bid evaluation preference for the purpose of determining the lowest responsible bidder. If, after applying the 2% bid evaluation preference, the bid of an LBE firm receiving such preference is determined to be the lowest responsible bid, the award will be made for the actual amount bid. To receive this bid evaluation preference, a firm must be a qualified as a LBE prior to the time bids are received.

Local Business Enterprise means a business enterprise, including but not limited to, a sole proprietorship, partnership, limited liability company, corporation, or other business entity that has a legitimate business presence in the city or unincorporated county of Sacramento. Evidence of legitimate business presence in the city or unincorporated county of Sacramento shall include:

- 1. Having a current City of Sacramento Business Operation Tax or County of Sacramento Business License; and
- 2. Having either of the following types of offices or workspace operating legally within the city or unincorporated county of Sacramento:
  - a. The LBE's principle business office or workspace; or
  - b. The LBE's regional, branch or satellite office with at least one full time employee located in the city or unincorporated county of Sacramento.

**A. LOCAL BUSINESS ENTERPRISE (LBE)**

Is the firm submitting the bid qualified as a local business enterprise? Check the appropriate box below:

- YES - the firm submitting the bid is qualified as a local business enterprise.
- NO - the firm submitting the bid is not qualified as a local business enterprise.

If the response to the above is YES, provide the City of Sacramento Business Operations Tax Certificate Number and/or County of Sacramento Business License Number:

\_\_\_\_\_

If the response to the above is YES, provide a current copy of the City of Sacramento Business Operations Tax Certificate and/or County of Sacramento Business License.

If the response to the above is YES, provide business office or workspace address\*:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\* Address must be a physical address for the basis of location, this excludes P.O. Box addresses.

<sup>1</sup> The LBE Program provides for a two percent (2%) preference on all City procurement opportunities under \$100,000. For professional service contracts only, this preference also applies to procurement opportunities of \$100,000 or more.

**City of Sacramento Boycott of Arizona-Headquartered Businesses**

On June 15, 2010, the Sacramento City Council adopted Resolution No. 2010-346 opposing two Arizona laws (SB 1070 and HB 2162) that will allow Arizona police to arrest individuals suspected of being unlawfully present in the United States and to charge immigrants with a state crime for not carrying immigration documents.

Sacramento City Council Resolution No. 2010-346 also called for a boycott of the State of Arizona and businesses headquartered in Arizona until Arizona repeals or a court nullifies SB 1070 and HB 1262. Resolution No. 2010-346 provides, in pertinent part, that "where practicable and where there is no significant additional cost to the City, the City of Sacramento shall not enter into any new, amended, extended or supplemental contracts to purchase or procure goods or services from any business or entity that is headquartered in Arizona ..."

Pursuant to the provisions of Resolution No. 2010-346, the City may determine that a bid from a business or entity that is headquartered in Arizona is nonresponsive and the City may reject the bid on that basis.

Bidders that are headquartered in the United States shall certify in the space below the state where the bidder is headquartered:

Washington, District of Columbia  
State Where Bidder is Headquartered

6/23/10

## Exhibit A

### Urban Land Institute City of Sacramento Railyards/Intermodal Visioning Effort Scope of Work

The City of Sacramento is seeking continued assistance from the Urban Land Institute for a planning and visioning effort that focuses on opportunities to enhance connections between the Railyards/Intermodal district and the water front, Old Sacramento and Downtown. The tasks listed below would be conducted by a panel from the Urban Land Institute. The panel's work would be similar to that of the Rose Center panel that visited the City in January 2011 and very much like an ULI Technical Advisory Panel. The purpose of the panel is to provide overall guidance as well as specific recommendations to the City on what types of changes or improvements are need to remove constraints and barriers, enhance circulation and foster better pedestrian and economic connections.

Ideally, the panel would be comprised of some of the members from the ULI Rose Center panel from January 2011. (Ideally, the City would like to include former panelists\*: Con Howe [CityView Los Angeles Fund], Robert Lane [Regional Plan Association], Frank Cannon [Union Station Development Company/Continuum Partners LLC] and Danny Pleasant [Transportation Director, City of Charlotte, NC]). Tasks 1-5 would be done in Sacramento while Task 6 could be done via teleconference.

- **Task 1:** Presentation to ULI by City staff and consultant team [AECOM and Fehr & Peers] of the final site plan for the Railyards' Depot District containing the location of the Entertainment & Sports Complex or a joint-development area and the Intermodal Transportation Facilities.
- **Task 2:** Review and comment on City's draft site plan for Depot District including Entertainment Sports Complex/joint development area and the Intermodal Transportation Facilities.
  - Deliverable: Letter from ULI outlining their thoughts on site plan and trade-offs.
- **Task 3:** Morning site tour and discussions with City staff followed by afternoon stakeholder interviews with business groups, transportation agencies, preservation advocates, developers, etc.
- **Task 4:** ULI panel working session to develop recommendations. Staff and consultants (?) would be available as needed.
- **Task 5:** Final presentation to City staff, consultants, elected officials, other stakeholders, and members of the public.
  - Deliverables: Power Point presentation and short written report highlighting and explaining recommendations.
- **Task 6:** Review of City/consultant plan including recommended implementation steps.
  - Deliverable: Comments and/or recommended revisions to the City plan for area.

**Schedule:** Tasks 1 – 5 would be done between August and October 2012. Task 6 would be completed by December 2012.

\*Former co-chair, Andre Brumfield is already working on the project through the City's contract with AECOM.