# RESOLUTION NO. 2012-347

Adopted by the Sacramento City Council

October 9, 2012

**APPROVING THE APPROPRIATION OF FUNDS TO THE GENERAL PLAN UPDATE PROJECT (I22400000); AND APPROVING AN AGREEMENT WITH MINTIER HARNISH PLANNING CONSULTANTS TO ASSIST STAFF WITH THE PREPARATION OF A FIVE-YEAR UPDATE OF THE 2030 GENERAL PLAN AND THE MASTER ENVIRONMENTAL IMPACT REPORT AND WITH PREPARATION OF THE HOUSING ELEMENT**

## BACKGROUND

A. The 2030 General Plan was adopted on March 3, 2009. The Plan's implementation program includes a measure to update the General Plan at least once every five years.

B. State law, Pursuant to the Government Code (Sections 65580-65590), requires that the Housing Element be adopted by City Council by October of 2013.

C. Pursuant to Pubic Resources code 21157.6 there is a five-year time limit for the adequacy of environmental review of the General Plan Master Environmental Impact Report (MEIR), and it would need to be updated by March of 2014.

D. The 2030 General Plan Update will include an update to the MEIR, which will reduce the cost and time of the environmental review for subsequent private and public projects.

E. On April 26, 2012 City Council adopted Resolution No. 2012-104, directing staff to begin the update of the Housing Element and five-year update of the 2030 General Plan.

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

Section 1. The FY2012/13 Operating Budget is amended by appropriating $434,912 from the Development Services Fund (Fund 2016) fund balance to the General Plan Update Project (I22400000).

Section 2. The City Manager or his designee is authorized to execute an agreement for professional services with Mintier Harnish Planning Consultants for $899,941.

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Exhibit A – Professional Services Agreement with Mintier Harnish Planning Consultants

Adopted by the City of Sacramento City Council on October 9, 2012 by the following vote:

Ayes: Councilmembers Ashby, Cohn, D Fong, McCarty, Pannell, Schenirer, Sheedy, and Mayor Johnson.

Noes: None.

Abstain: None.

Absent: Councilmember R. Fong

Vice Mayor Angelique Ashby

Attest:

Shirley Concolino, City Clerk

PROJECT #: P13211222001
PROJECT NAME: 2035 General Plan Update
DEPARTMENT: Community Development Department
DIVISION: Planning Division

CITY OF SACRAMENTO

**PROFESSIONAL SERVICES AGREEMENT** *

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

*Mintier Harnish*
*1415 20th Street, Sacramento, CA 95811*
*Phone: 916-446-0522 / Fax:*

("CONTRACTOR"), who agree as follows:

1. **Services.** Subject to the terms and conditions set forth in this Agreement, CONTRACTOR shall provide to CITY the services described in Exhibit A. CONTRACTOR shall provide said services at the time, place, and in the manner specified in Exhibit A. CONTRACTOR shall not be compensated for services outside the scope of Exhibit A unless prior to the commencement of such services: (a) CONTRACTOR notifies CITY and CITY agrees that such services are outside the scope of Exhibit A; (b) CONTRACTOR estimates the additional compensation required for these additional services; and (c) CITY, after notice, approves in writing a Supplemental Agreement specifying the additional services and amount of compensation therefor. CITY shall have no obligations whatsoever under this Agreement and/or any Supplemental Agreement, unless and until this Agreement or any Supplemental Agreement is approved by the Sacramento City Manager or the City Manager's authorized designee, or by the Sacramento City Council, as required by the Sacramento City Code.

2. **Payment.** CITY shall pay CONTRACTOR for services rendered pursuant to this Agreement at the times and in the manner set forth in Exhibit B. The payments specified in Exhibit B shall be the only payments to be made to CONTRACTOR for the services rendered pursuant to this Agreement unless pursuant to Section 1, above, CITY approves additional compensation for additional services. CONTRACTOR shall submit all billings for said services to CITY in the manner specified in Exhibit B, or, if not specified in Exhibit B, according to the usual and customary procedures and practices that CONTRACTOR uses for billing clients similar to CITY.

3. **Facilities and Equipment.** Except as set forth in Exhibit C, CONTRACTOR shall, at its sole cost and expense, furnish all facilities and equipment that may be required for furnishing services pursuant to this Agreement. CITY shall furnish to CONTRACTOR only the facilities and equipment listed in Exhibit C according to any terms and conditions set forth in Exhibit C.

4. **General Provisions.** The General Provisions set forth in Exhibit D, that include indemnity and insurance requirements, are part of this Agreement. In the event of any conflict between the General Provisions and any terms or conditions of any document prepared or provided by

* **This form to be used for all professional services, except professional services related to a construction project and professional services performed by licensed architects, landscape architects or professional land surveyors or registered professional engineers.**

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: Max Fernandez

Title: Department Director of Community Development

For: John F. Shirey, City Manager

APPROVED TO AS FORM:

Sabina D Gilbert
City Attorney, Sabina Gilbert

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:**

Mintier Harnish
NAME OF FIRM

26-3650233
Federal I.D. No.

324 8616 9
State I.D. No.

52413
City of Sacramento Business Op. Tax Cert. No.

TYPE OF BUSINESS ENTITY *(check one)*:

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

**Signature of Authorized Person**

J. Laurence Mintier (Larry), Principal

Additional Signature *(if required)*

Print Name and Title

**DECLARATION OF COMPLIANCE**
**Equal Benefits Ordinance**

Name of Contractor: Mintier Harnish

Address: 1415 20th Street, Sacramento, CA 95811

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

_____

J. Laurence Mintier (Larry)

_____

Principal

# EXHIBIT A

## PROFESSIONAL SERVICES AGREEMENT

## SCOPE OF SERVICES

**1. Representatives.**

The CITY Representative for this Agreement is:

*Tom Pace, Principal Planner in Long Range*
*300 Richards Boulevard, CA 95811*
*916-808-6848*

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:

*J. Laurence Mintier (Larry), Principal*
*1415 20th Street, Sacramento, CA 95811*
*Phone: 916-446-0522 / Fax:*

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 _X_ is not ___ *[check one]* required for this Agreement. If required, such coverage must be continued for at least __Three (3)__ 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 _X___ no *[check one]*

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

(1) Identify the individuals who will provide services or perform work under this Agreement as “consultants”;

(2) Cause these individuals to file with the CITY Representative the “assuming office” statements of economic interests required by the CITY’s Conflict of Interest Code.

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

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

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

## Attachment 1 to Exhibit A

## Scope of Work

### TASK 1 PROJECT INITIATION AND MANAGEMENT

**Subtask 1.1 Kick-Off/Project Orientation Meeting**
The Consultants will conduct a meeting with City staff to review the City's objectives for each project component and discuss key issues of integration and consistency with existing and future plans and programs. The Consultants will work with City staff to accomplish the following:

- Refine the work program and develop a detailed project schedule;
- Confirm City staff views on the General Plan, Housing Element, and MEIR and gather input on how they can be improved;
- Review new State planning laws and requirements for consultation and coordination with appropriate agencies and organizations;
- Provide strategic advice on meeting State Housing Element requirements;
- Review and discussing overall format and organization of the project products;
- Confirm the role of the Consultants, City staff, and others in preparing policies and reviewing documents; and
- Establish file sharing protocols, including the potential for using "cloud" file sharing platforms.

**Subtask 1.2 Technical Advisory Committee Assistance**
City staff will form and manage a technical advisory committee (TAC) made up of City Department representatives and local stakeholders. The TAC will provide input and review draft documents prepared for the Update. The Consultants will provide support to City staff and ensure Consultant work reflects the input of TAC members. The Consultants will provide input and advice on meeting agendas, handouts, and strategies to effectively and efficiently use the TAC. The Consultants will have one or more Consultant Team member(s) at all TAC meetings at no additional cost to the City.

**Subtask 1.3 Public Outreach Assistance**
City staff will lead all community outreach efforts with the public and Planning Commission and City Council. City staff will lead the formation and management of General Plan Update focus groups of key stakeholders formed around specific topics such as housing, mobility, and economic development. City staff will prepare all notices, staff reports, and resolutions. The City will be responsible for preparing and distributing all notices, including the Notice of Completion (NOC) and the Notice of Availability (NOA).

The Consultants will support City staff outreach efforts by providing input and advice on outreach materials, staff reports, and strategies to effectively and efficiently engage the public as part of a focused update. The Consultants will have one or more Consultant Team member(s) at all project-related public meetings, focus group meetings, boards and commission meetings, and public hearing sat no additional cost to the City.

**Subtask 1.4 Ongoing Coordination**
The Consultants will coordinate with City staff throughout the project through email, phone calls, and meetings. The Consultants will conduct bi-weekly coordination calls/meetings with City staff (cancellable when not needed). The Consultants will be available to meet in person or via conference call with staff to discuss specific project issues and potential solutions.

## TASK 2 EXISTING CONDITIONS UPDATE

The Consultants will prepare updates to the existing conditions information contained in the Technical Background Report (TBR) and/or existing setting sections of the MEIR. The Consultants assume that all updates will focus on areas where new data is available or necessary to prepare adequate documents.

### Subtask 2.1 Existing Conditions Updates

The Consultants will update the TBR and MEIR to reflect changes in the regulatory setting and the existing conditions with a focus on issues where important changes have occurred or where updates are intended to help facilitate streamlining of consistent development in shovel-ready opportunity areas. Prior to beginning work on updates to existing conditions information, the Consultants will meet with City staff and/or the TAC to review the TBR and MEIR and confirm areas to be updated, new topics to address, and new data and information sources. The Consultants will update existing conditions information in a single integrated effort to serve the needs of both the TBR and MEIR to address the following topics, issues, and changes in the regulatory setting and existing conditions:

*Land Use (TBR 2.1/MEIR 5.0).* The Consultants will update and map existing land uses using the City GIS data base and SACOG MTP/SCS data. The Consultants will update existing land use information (e.g., residential, non-residential, open space, and vacant acreage, number of dwelling units, non-residential square footage, vacant land acreage).

The Consultants will work closely with City staff to update the inventory of vacant and underutilized land and development methodology/assumptions in the 2030 Buildout Model and conduct a corresponding analysis of development capacity through 2035 and ultimate buildout. The Consultants will compare existing buildout/capacity to the revised SACOG MTP/SCS growth estimates to determine where the City may update the Land Use and Urban Form Diagram or 2035 capacity and buildout methodology to sync more closely with the SACOG MTP/SCS. The Consultants will use the refined 2035 Buildout Model to evaluate the updated General Plan in the MEIR (Task 4). These updates will be closely coordinated with updates to the Housing Element Community Profile to ensure consistency and preclude redundant efforts.

*Demographics (TBR 2.4, 2.5, 2.6/MEIR 5.0)* The Consultants will update population, demographic, employment, and household data and projections. These updates will be closely coordinated with updates to the Housing Element Community Profile to ensure consistency and reduce redundant efforts. In updating the population, household, and employment projections, the Consultants will ensure the City's data is synced with SACOG's MTP/SCS growth estimates.

For economics, the Consultants will review existing information, studies, research, and other analysis pertaining to the city's core economic strengths and drivers, its competitive economic characteristics, state and regional economic and real estate market trends as the economy recovers, and SACOG's revised MTP projections through 2035. The key dynamics identified from this review will form the basis to determine how existing development potential presented by Tier 1 and Tier 2 shovel-ready sites can help shape the city's economic future. These updates will be closely coordinated with updates to the Housing Element Community Profile to ensure consistency and preclude redundant efforts.

*Housing (TBR 2.5/HE H-3/MEIR 5.0) .* The Consultants will update the Community Profile section of the Housing Element using more recent data sources (e.g., 2012 DOF, 2010 U.S. Census, SACOG, EDD). The Community Profile will include new data describing: population and household characteristics; income and employment; housing characteristics (e.g., housing stock growth and composition, vacancy rates, housing age and conditions, overcrowding), and at-risk housing.

The Consultants will summarize new information on household size for multi-family, two-family, and single-family dwellings, and describe current housing market trends, home sales prices, and rental

rates using recent data sources (e.g., DataQuick, CalREALTORS records) and based on conversations with local realtors. The Consultants will update the analysis of housing needs for special needs populations, including senior households, persons with disabilities, large families, single female-headed households, homeless persons, and extremely low-income residents. In addition to updates to the Community Profile, the Consultants will analyze and summarize information on areas of the city impacted by foreclosures and subprime lending.

These updates will be closely coordinated with updates to the land use and demographics and economics topic areas to ensure consistency and preclude redundant efforts.

*Mobility (TBR 3.0/MEIR 6.12)* The Consultants will update transportation and mobility topic areas, including: roadways, transit services, bikeways, pedestrian facilities, aviation facilities, waterway facilities, and railways. This update will include:

- Collecting new traffic count data for up to 220 roadway segments and 20 freeway segments, calculating existing Level of Service (LOS), and preparing updated figures.
- Updating travel data based on 2010 census information, SACOG MTP/SCS data, and other available sources.
- Evaluating the effectiveness and efficiency of current General Plan policies related to transit, cycling, and walking, TDM, and parking.
- Updating roadway, bicycle facility, pedestrian facility, and transit maps, including consistency with Federal classification mapping.
- Identifying anticipated transportation-related capital improvement projects.
- Adding information and data gathered from the Streetcar Planning Study, River Crossings Analysis, Zoning Code Parking Update, and SACOG's Downtown/Riverfront Transit Study.

*Utilities (TBR 4.0/MEIR 6.11)* The Consultants will update utilities topic areas, including: water supply, sewer and storm drainage (combined system, storm drainage, sewer, reclaimed water), solid waste, electricity and natural gas, and telecommunications. The Consultants will also summarize anticipated capital improvement projects associated with City utilities.

For disadvantaged communities (SB 244, Wolk), the Consultants will identify and assess disadvantaged unincorporated communities (DUCs). The Consultants will describe and map the DUCs in the City's SOI, summarize information describing the water, wastewater, stormwater drainage, and structural fire protection infrastructure and services for the DUCs, and describe whether the infrastructure and services are sufficient to meet existing and planned demands. The Consultants will identify sources of funding that could be used to pay for any needed improvements, relying on information contained in the infrastructure studies.

*Public Services (TBR 5.0/MEIR 6.9, 6.10)* The Consultants will update, as necessary, public services topic areas, including: parks and recreation, public services, police protection, fire protection, schools, libraries, and emergency services.

*Hazards (TBR 7.0/MEIR 6.6)* The Consultants will update hazards and public health and safety topic areas, including: geologic and seismic hazards, flood hazards, fire hazards, noise and vibration, hazardous materials, and emergency response. This will include the addition of a map of toxic sites located in the city.

For flood hazards the Consultants will provide a detailed description and associated mapping of flood hazards consistent with recent State legislation (e.g., SB 5, AB 162), the Central Valley Flood Protection Plan, DWR and FEMA floodplain mapping, and the Implementing California Flood Legislation into Local Land Use Planning: Handbook for Local Communities (DWR 2010).

The Consultants will update the hazards topic area to describe climate change risks included in the CAP and introduce the concept of resiliency to climate change impacts.

*Environmental Resources (TBR 6.0/MEIR 6.2, 6.3, 6.4, 6.5, 6.7)* The Consultants will update environmental resources topic areas, including agricultural and open space, biology, water/hydrology resources and quality, mineral resources, and scenic resources.

For cultural resources, the Consultants will update cultural resources topic areas, including: reporting and mapping on surveys prepared since 1975, nominations, and Landmark and Historic District listings. This will specifically include an update and/or preparation of four (4) themed context statements focused on: Railroad; Agricultural; State Government; and Post-WWII Transportation development and history. The context statements will comply with the guidance in National Register Bulletin 16B: How to Complete the National Register Multiple Documentation Form. The Consultants will summarize the types, findings, and status of cultural resource surveys previously conducted in Sacramento. This summary will provide the basis for the identification of future citywide and focused cultural resource surveys.

For air quality the Consultants will reflect changes in current monitoring data, attainment designations, rules, regulations, and standards, and methods and guidance.

*Climate Change/GHG (TBR New Section/MEIR 8.0)* The Consultants will update the GHG emissions inventory of the CAP for all emissions sectors over which the City has jurisdiction (i.e., energy, transportation, solid waste and recycling, water, and wastewater) to current year conditions (2012) or other year representative of existing conditions for which the best available activity data sources are available. The following emissions sectors will be updated:

- Energy: The Consultants will request electricity and natural gas data by residential, commercial, and industrial end users from the Sacramento Municipal Utility District (SMUD) and Pacific Gas and Electric (PG&E), respectively. The Consultants will apply utility-specific emission factors to estimate GHG emissions.
- Transportation: The Consultants will provide vehicle travel activity (VMT) data by speed bin from the activity-based regional travel demand model, SACSIM, according to the SB 375 Regional Targets Advisory Committee (RTAC) method. The Consultants will use the California Air Resources Board's new EMFAC 2011 Model to estimate GHG emissions associated with VMT. This data will also be synced with SACOG's updated population and travel projections, as prepared for the MTP/SCS.
- Solid Waste and Recycling: The Consultants will update solid waste sector data to reflect current estimation methods for solid waste disposal facilities in the City's jurisdiction (i.e., the City of Sacramento Landfill [closed] and L & D Landfill) using ARB's First Order Decay Model. The Consultants will gather data from the 2009 emissions inventory and from CalRecycle.
- Water Consumption: The Consultants will gather water consumption data from the City's Urban Water Management Plan and Department of Utilities staff. The Consultants will estimate energy consumption associated with water consumption based on methodology from the California Energy Commission, and will apply emission factors from the Climate Registry General Reporting Protocol to estimate associated GHG emissions.
- Wastewater: The Consultants will estimate wastewater treatment-related GHG emissions for facilities receiving wastewater from the City (i.e., Sacramento Regional Wastewater Treatment Plant) using the methodology identified in ARB's Local Government Operations Protocol.

### TASK 3 GENERAL PLAN REVIEW AND REVISION

During this task the Consultants will work closely with City staff and the TAC to refine existing and include new goals, policies, and programs to reflect recent General Plan Amendments, new and

emerging City priorities, changing conditions, new State mandates and guidelines, and recent local and regional planning initiatives.

**Subtask 3.1 Policy and Implementation Program Review**

The Consultants will work with City staff and the TAC to evaluate the efficiency and effectiveness of General Plan policies and implementation programs. . The General Plan evaluation process will provide insights into the existing General Plan clarity; linkages to other plans; progress in achieving desired outcomes; and whether policies and programs should be carried forward, modified, or removed.

Prior to beginning work on updates to the General Plan, the Consultants will meet with City staff and/or the TAC to review the General Plan and confirm areas to be updated, new topics to address, and new data and information sources. The Consultants will present to the City and TAC our *General Plan Evaluation Checklist*, describe how to use it, and provide clear advice on determining what can be influenced or regulated by the General Plan; what is subject to the legal authority of the City; and what is appropriate to address through the General Plan. One important objective of this review is to reduce the number of implementation measures in the General Plan.

**Subtask 3.2 Focused General Plan Policy Update Areas**

The Consultants will conduct focused research and analysis to update and develop new General Plan policies and implementation programs, create a more streamlined development review process, and provide for more efficient and effective General Plan implementation. The Consultants will work closely with City staff to confirm the topical areas prior to commencing with the analysis. The Consultants will address these topics through key options and recommendations that will be reviewed with City staff for final direction. At a minimum, the Consultants will address the following topics and issues:

*Land Use and Urban Design.* The Consultants will evaluate Land Use and Urban Form goals, policies, and programs, with a focus on creating a land use system that reflects current economic trends and facilitates development and investment in the community. The Consultants will ensure the General Plan reflects updated Airport Land Use Commission plans, the updated Planning and Development Code (SCC Title 17), as well as City priorities and expectations for annexations.

The Consultants will refine policies and land use and urban form standards to address near-term development trends and building demands. The Consultants will recommend creating more flexibility in policies to allow for near-term, transitional uses that would not interfere with the long-term development of the community. The Consultants will review the potential to refine the land use and urban form designations by combining designations, lowering minimum floor area ratios, expanding allowed uses, and allowing new land uses (e.g., urban farming).

The Consultants will refine policies to promote reinvestment and revitalization of neighborhoods, centers, and corridors, enhance community character, optimize City investments in infrastructure and community services, and support increased transit, bicycle, and pedestrian use. At the same time the Consultants will seek to ensure that redevelopment and any associated intensification of these areas is designed to limit impacts on adjacent residential areas.

*Historic and Cultural Resources.* The Consultants will refine the policies and implementation programs to enable efficient management, protection, and recognition of cultural resources in Sacramento, with a focus on future cultural surveys related to shovel-ready areas. The Consultants will recommend necessary updates to reflect information and findings from the historic resources survey updates for existing conditions and the historic resources intensive surveys.

*Economic Development.* The Consultants will coordinate with City economic development staff, other regional and local economic development agencies, real estate market professionals, and local developers, to evaluate the effectiveness of existing policies and measures, future development trends,

and additional economic opportunities, and prepare updated and new economic development policies aimed at encouraging priority development of the most advantageous shovel-ready sites and infill opportunities. The Consultants will refine economic development policies to position the City for future opportunities in shovel-ready areas and address parcel control and assembly, entitlements, and permitting; transportation and utility infrastructure; zoning; appropriate and advantageous land uses; City costs recapture; private investing; and marketing.

*Housing Element.* The Consultants will provide peer review and advice for the draft Housing Element and related project documents before the Element is published for public review and comment. The Consultants will provide guidance on and ensure that the Housing Element meets the requirements of State law and the expectations of HCD reviewers, and is consistent with the other General Plan elements and proposed revisions. The Consultants will be available as necessary to answer questions, participate in discussions, and give advice on problems and issues that tend to arise during a housing element update. The Consultants will provide housing element update advice related to potential effects and impacts of the separate update to the Mixed-Income Housing Ordinance. The Consultants will participate, as needed, in discussions between City staff and HCD, and assist staff with formulating responses to HCD comments.

*Mobility.* The Consultants will evaluate mobility goals, policies, and programs, with a focus on financial and economic perspectives essential for implementation, and to improve streamlining for subsequent development project entitlement and CEQA review. The Consultants will incorporate direction from recent plans and studies (e.g., Streetcar Planning Study, River Crossings Analysis, Zoning Code Parking Update, and SACOG's Downtown/Riverfront Transit Study). As part of updating the Circulation Diagram, the Consultants will classify roadways according to their multimodal emphasis (e.g., vehicular, transit, bicycle, pedestrian) based on previously adopted plans and City staff input. In addition, the Consultants will recommend modifications to circulation policies about how the multimodal emphasis should affect expectations about roadway performance. The Consultants will also compare the 2009 General Plan assumed transportation projects list with SACOG's MTP constrained transportation projects list to facilitate a City Council discussion concerning project funding priorities and options.

*Multimodal LOS.* The 2009 General Plan included a flexible LOS standard that includes exemptions in the Core Area and on designated roadways, LOS E thresholds in multi-modal districts, and LOS D thresholds for all other areas. The 2009 General Plan also identified the development of bicycle and pedestrian LOS policies as a future action item. The Consultants will address how to refine the current LOS policy, clarify how it should be implemented in transportation impact studies and development review procedures, and explore adding LOS standards for bicycle and pedestrian facilities and possibly transit service.

The Consultants will review the existing flexible multi-modal LOS standards and develop multi-modal transportation performance measures that do not present a burden to City staff or to new development and reflect the extent to which transportation facilities and services and land uses support community priorities. The Consultants will realign transportation performance measures with local and regional policy goals, by using performance measures that go beyond traditional LOS. The Consultants will consider alternative performance measures, such as the Multimodal Level of Service (MMLOS) criteria found in the Highway Capacity Manual (HCM). The analysis will also examine relevant exemptions. The Consultants will clarify how multimodal LOS can be implemented in transportation impact studies to reduce the need for subsequent technical analysis, based on policy modifications and streamlining provisions, and prepare implementation documents that establish thresholds for transportation impact studies.

The Consultants will use Nelson\Nygaard's Trip Reduction Impact Analysis (TRIA) tool to evaluate the potential trip reductions possible from investment in a select list of the most feasible multimodal

programs and projects appropriate for Sacramento. This analysis will be integrated into the modeling analysis conducted by Fehr & Peers.

*Transit.* The Consultants will concentrate on maximizing the effectiveness of current transit infrastructure and service, focusing on strategies to increase transit use in an era of unpredictable funding streams for both transit operations and expansion and highlighting key locations where improvements to protect transit speed and reliability are most urgently needed.

*Parking.* The Consultants will focus parking policies on creating more livable environments through efficient, fiscally responsible use of parking resources. Required parking policies will be informed by the latest innovations in parking management, including the incorporation of Transportation Demand Management (TDM) policies designed to provide equal incentives for users to walk, bike, or take transit.

*Transportation Demand Management.* The Consultants will evaluate the effectiveness and efficiency of TDM and parking. The Consultants will recommend TDM measures that are particularly useful in promoting non-auto-oriented infill development based upon their potential for success in Sacramento. Such policies will help reduce the reliance on costly parking infrastructure, increase the feasibility of infill development, and streamline the development process. The Consultants will update the Circulation Diagram to include those projects with assured funding sources and identify ultimate right-of-way needs for roadways without assured funding.

*SB 375/SB 226 Streamlining.* The Consultants will develop a transportation impact study matrix that identifies areas qualifying for SB 375 and SB 226 streamlining based on SACOG MTP/SCS modeling, streamlining General Plan policies, and MEIR provisions.

*Water.* The Consultants will update policies for groundwater wells and water infrastructure to reflect the City's priorities for water conservation and reuse and the recently updated Urban Water Management Plan.

*Flooding*. Flooding. The Consultants will update policies to address flood risks and hazards consistent with recent State legislation (e.g., SB 5, AB 162), the Central Valley Flood Protection Plan and EIR, DWR and FEMA floodplain mapping, and the Implementing California Flood Legislation into Local Land Use Planning: Handbook for Local Communities (DWR 2010), and incorporate into the General Plan official flood risk maps using the best available data, as directed by the City.

*Climate Action.* The Consultants will incorporate CAP strategies, measures, and actions that result in GHG emissions reductions in appropriate elements of the General Plan. The Consultants will also build upon the descriptions, measures, and actions of climate change risks included in the CAP and recommend policies throughout the General Plan Elements to address climate change impacts.

*Capital Improvements.* The Consultants will review the anticipated capital improvement projects focusing on the City's recently adopted 2012-2017 Capital Improvement Plans (CIPs) and, together with Department of Transportation (DOT) and Department of Utilities (DOU) staff, identify any significant changes to the anticipated projects.

*Part 3, Community Plan Areas and Special Study Areas.* The Consultants will update the Community Plans to reflect recent planning efforts and City Council actions related to Specific and Master Plans, Special Planning Districts, and Opportunity Areas.

*Part 4, General Plan Administration and Implementation*. The Consultants will streamline and reduce the number of implementation programs included in the General Plan to reflect what is feasible with available City resources and require less monitoring and reporting. The Consultants will identify implementation programs that may be combined or refined to result in fewer measures that cover more policies. The Consultants will work with City staff to prioritize programs to reflect the City's priorities, existing and near term resources, and expected fiscal conditions.

### Subtask 3.3 Administrative Draft General Plan Revisions

Based on the outcome of Task 2 and Subtasks 3.1 and 3.2, the Consultants will prepare for City staff and TAC review an administrative draft of the technical policy revisions and recommended new policies and content for inclusion in the General Plan, and refined Part 4, Administration and Implementation. The administrative draft will include any refinements to the Land Use and Circulation Diagrams and other necessary maps, and incorporate adopted General Plan Amendments. In addition to the above, the Consultants will work with City staff to make other appropriate editorial revisions and language updates to goals and policies throughout the General Plan.

The Consultants assume that the revisions will be packaged as an amendment to the General Plan that is prepared and processed by City staff. As such, the Consultants will present all modifications to existing language and proposed new language using track changes to clearly show changes, deletions, or additions to facilitate staff's effort to prepare the Amendment and associated staff reports.

### Subtask 3.4 Public Draft and Final General Plan Revisions

Based on review and comments from City staff and the TAC, the Consultants will make all necessary changes and prepare a public review draft of the General Plan revisions. The Consultants will work closely with City staff to organize an effective strategy to present to and gather feedback from the public, boards and commissions, and decision-makers.

Upon adoption of the General Plan Amendment, the Consultant will incorporate the approved changes into the formatted General Plan. The format, structure, and elements of the General Plan are expected to generally remain unchanged; however, the Consultants will review with the City options for format and/or organizational refinements to make the document more user-friendly and efficient for staff implementation.

## TASK 4 MASTER EIR UPDATE

The Sacramento General Plan MEIR (2009) allows the City to streamline CEQA review of subsequent projects identified in the MEIR for five years following certification, as noted in CEQA Guidelines Section 15179(a)(1). The Consultants will update the City's General Plan MEIR and extend its streamlining utility another five years. Streamlining will include use of the MEIR for listed subsequent projects and other CEQA opportunities, such as for Transit Priority Projects under SB 375, infill projects under SB 226 CEQA Guidelines, and to reduce the number of project-level traffic studies. The Consultants will coordinate closely the updates of the General Plan, Housing Element, and MEIR, such that the environmental setting updates and impact analysis can both inform the General Plan Update and respond to the updated policy direction to create a self-mitigating General Plan.

### Subtask 4.1 Notice of Preparation/Scoping Meeting

The Consultants will prepare the NOP that describes the proposed General Plan and Housing Element Updates and the potential associated environmental issues that will be addressed in the MEIR Update. The Consultants will attend and, if requested, facilitate the Scoping Meeting for the NOP. The Consultants will document all input received on the NOP and prepare a written summary of the comments.

### Task 4.2 Administrative Draft MEIR Update

The Consultants will prepare an Administrative Draft MEIR Update with all CEQA-required components. The format and structure of the MIER are expected to generally remain unchanged; however, the Consultants will review with the City options for format and/or organizational refinements to make the document more user-friendly and efficient for staff implementation.

The Consultants will focus updates of environmental baseline information and impact analysis on and provide additional detail for Tier 1 shovel-ready opportunity areas. During the MEIR project description preparation, the Consultants will coordinate closely with City staff to develop a comprehensive list of "anticipated subsequent projects" within the scope of the MEIR, in accordance with CEQA Guidelines Section 15176(b) for each Tier 1 shovel-ready opportunity area. The impact analysis will provide environmental evaluation of the MEIR anticipated subsequent projects, to the extent feasible considering the degree of project description available for the actions, to maximize CEQA streamlining of these projects.

Since this is an update, the Consultants will re-use as much of the 2009 MEIR as possible. The Consultants assume that several of the current MEIR sections will likely require only minimal changes, provided there are no major policy shifts included in the General Plan revisions that relate to these issues and assuming that the cumulative context is not substantially different. The Consultants assume that MEIR sections that will likely require minimal updating include: agricultural resources; hazardous materials; biological resources; urban design and visual resources; and geology, soils, and mineral resources.

The Consultants assume that some MEIR sections will require a modest level of update, due primarily to the "dialing down" of population and development projects based on current economic conditions. The Consultants will update these MEIR sections using the projections in SACOG's MTP/SCS: land use consistency and compatibility; population, employment, and housing; parks and open space; and public services. SACOG MTP and SCS, and their EIR, including the dialed-down growth rates and the measures are intended to streamline local agency environmental reviews (including consistent residential and Transit Priority Projects, in accordance with SB 375)

The Consultants will prepare more substantial updates to several MEIR sections, including: incorporating the City's recently adopted CAP into the MEIR; updating the Traffic and Circulation Section of the MEIR to reflect changes to the transportation system and SACOG's MTP/SCS; bringing MEIR thresholds of significance into consistency with General Plan policies and clearly incorporating thresholds into the General Plan Update (possibly as a stand-alone section); updating historic resources policies, surveys, nominations and newly listed Landmarks and Districts; conducting/updating specific historic context statements; addressing paleontological impacts; updating water supply evaluation; and identifying specific subsequent projects including Tier 1 priority shovel-ready projects and anticipated capital improvement projects. Substantial changes in regulatory context also require updates related to air quality (i.e., SMAQMD guidelines and ARB Advanced Clean Cars regulations) and flood hazard management (i.e., SB 5 and the Central Valley Flood Protection Plan). The Consultants will prepare the following updates to specific areas of the MEIR:

*Air Quality.* The Consultants will evaluate air quality-related impacts associated with the General Plan Update and update modeled emissions to reflect changes in the buildout projections (e.g., slower growth rate based on SACOG projections); and new emission factors that consider current Advanced Clean Car regulations (e.g., California Low Emission Vehicle (LEV) level III standards), air quality models (e.g., 2011 California Emissions Factor Model [EMFAC] and the California Emissions Estimator Model [CalEEMod]), and guidance. SMAQMD has updated its CEQA protocols and certain significance criteria, which will be used to update the MEIR.

*Cultural Resources.* The Consultants will evaluate the potential effects to cultural resources, recognizing the list of potentially anticipated subsequent projects and planned economic development, particularly in the Tier 1 shovel-ready opportunity areas. The Consultants will present mitigation measures, as needed, to protect, restore, and/or record information for affected resources, as appropriate. In the MEIR, The Consultants assume that mitigation approaches will be programmatic and applicable to a spectrum of types of cultural resources impacts.

*Noise and Vibration.* The Consultants will evaluate noise- and vibration-related impacts associated with the General Plan Update (e.g., construction and operational activities, and compatibility) and will update modeled noise and vibration levels to reflect change in revised buildout projections (e.g., slower growth rate).

*Public Utilities.* The Consultants will work closely with the City's Department of Utilities and Community Development staff to update the Utilities evaluation (with special focus on water and groundwater policies, and adequacy of utilities in Tier-1 Opportunity Areas). The Consultants will update Appendix H – Utility Memorandums to reflect changes to the utility systems. To the extent feasible, the Consultants will incorporate findings from more recent studies that have been completed since the MEIR was approved (such as the River District Specific Plan and the Downtown Infrastructure Study). The Consultants will identify anticipated capital improvement projects, including those for transportation facilities, and conduct an evaluation of growth's cumulative impacts to utility systems.

*Hydrology and Water Quality*. The Consultants will review the City's recently approved 2010 Urban Water Management Plan for consistency and will update the MEIR as necessary to reflect changes to the water supply system and address water well issues.

*Flood Hazards.* The Consultants will evaluate the impacts of compliance with recent flood risk legislation and plans (e.g., Central Valley Flood Protection Plan, 200-year flood protection). SB 5 and the Central Valley Flood Protection Plan require consideration in the General Plan and will be recognized in the update of the MEIR.

*Transportation and Circulation.* The Consultants will evaluate consistency with the MTP/SCS to take full advantage of CEQA relief provisions in SB 375 and SB 226 and the full benefits of having an MEIR. The Consultants will review maps produced by SACOG of VMT performance standards related to SB 226 with City staff and, if desired, assist in determining what land use changes (i.e., increased density, mix of uses, etc.) are necessary to expand the number of TAZs that meet the identified VMT thresholds. The Consultants will prepare a cumulative analysis based on the modified Circulation Diagram, early in the study process, to provide input to the LOS policy refinement as additional roadway exemptions may be necessary (work conducted concurrently with mobility policy review and update).

The Consultants will evaluate the financially-constrained circulation plan developed as part of the mobility chapter update (improvements that can be constructed within the 2035 horizon year based on reasonable funding commitments from the new SACOG MTP/SCS and local finance plans) for all 250 previous study locations, under three separate scenarios. The Consultants will prepare the transportation analysis, based on forecasts, using a modified version of the SACOG SACMET model for the MTP/SCS that is refined to be consistent with the new 2010 California Regional Transportation Plan Guidelines for modeling (a new benchmark for legal adequacy). The Consultants will evaluate potential impacts to bicycle and pedestrian modes based on policy revisions.

*Climate Change.* The Consultants will provide climate change and GHG analysis pursuant to CEQA that will allow streamlined compliance of consistent projects, based on CEQA Guidelines 15064.4(b)(3). The Consultants will include a discussion of consistency of the General Plan Update with SACOG's recently-adopted MTP/SCS for the purpose of determining whether the General Plan Update would affect or support SACOG's ability to achieve its SB 375 GHG reduction targets. The Consultants will use the GHG inventory and Gap Analysis tools developed for the City during preparation of the 2012 CAP to update the estimates of the current GHG reduction measures identified in the CAP. The Consultants will revise the Gap Analysis to evaluate the performance of the CAP measures toward the City's GHG reduction target. The Consultants will work closely with City staff to determine whether additional GHG reduction measures can be quantified at this time that were not quantified or known about at the time of the prior CAP.

The Consultants will review CAP implementation Action 1.1.1 regarding the 35% VMT/capita reduction standard applicable to new development. The City has identified potential advantages to modifying this strategy in order to compare a project's VMT/capita with the regional average instead of the statewide average as currently written. This is intended to help project applicants and City staff determine if a project is consistent with this performance standard.

The Consultants will review and revise, where appropriate, the GHG emissions projections to align with current growth assumptions that will be contained in the General Plan Update. The Consultants will revise GHG emissions projections revised for years 2020, 2035, and 2050. . The Consultants will provide VMT activity data by speed bin per the RTAC method for years 2020, 2035, and 2050.

*Infill.* The Consultants will use SB 226 CEQA Guidelines criteria and requirements for streamlining of qualifying infill development in the MEIR with, if enacted into law, current infill-related State bills, such as AB 2144, which may make it easier for the City to finance urban infrastructure.

*Alternatives.* The 2030 General Plan MEIR evaluated three alternatives: No Project/1988 General Plan, SACOG Blueprint Preferred Scenario, and Reduced Footprint. Because the 2030 General Plan superseded the 1988 General Plan, a new scenario for the CEQA-required No Project Alternative must be considered. And because SACOG's MTP/SCS updates the previous SACOG Blueprint, including lower growth assumptions due to the recession, the Blueprint Preferred Scenario is out of date. The Reduced Footprint alternative may remain valid. Whether or not the previous Alternatives are retooled or discarded, the Consultants will work with City staff to generate a range of reasonable alternatives that makes sense in terms of reducing potential impacts associated with buildout of the General Plan Update (which is the CEQA-stated purpose of project alternatives).

**Task 4.3 Screencheck and Public Draft MEIR Update**

The Consultants will revise the Administrative Draft MEIR Update and prepare a Screencheck Draft MEIR Update. Following confirmation of the Screencheck changes, the Consultants will prepare the Public Draft MEIR Update.

**Task 4.4 Draft and Final MEIR Updates**

The Consultants will review the written and oral comments received during the Draft MEIR Update comment period and will respond to comments raising significant environmental issues. For budgetary purposes, the Consultants assume 160 hours of professional technical staff time (excluding document production) for preparing responses to comments. If comments require more effort, the Consultants will consult with the City regarding the approach to disposition of responses to comments.

The Consultants will prepare a stand-alone Administrative Final MEIR Update for City staff review that includes an introduction, summary of the project, comment letters and oral testimony provided on the Draft MEIR Update, and responses to environmental issues. The Consultants will include a separate "Revisions to the Draft MEIR Update" section to document changes or corrections to the Draft MEIR Update text. This scope of work assumes that the Draft MEIR Update will not be reproduced within the Final MEIR Update. Based on City staff comments, the Consultants will incorporate the comments and prepare a Screencheck Final MEIR Update. Following approval of the Screencheck Final MEIR Update, the Consultants will prepare the Public Final MEIR Update.

**4.5 Mitigation Monitoring Plan, Findings, and Statement of Overriding Considerations**

The Consultants will assist City staff in preparing the Mitigation Monitoring Plan (MMP), CEQA Findings of Fact, and Statement of Overriding Considerations (SOC). The Findings will specify which mitigation measures have been incorporated into the project and those measures that have not, and will explain why certain measures have been found to be infeasible. If applicable, the Findings will also identify

feasible project alternatives that could reduce adverse environmental effects but are not being implemented, with an explanation as to why they are considered to be infeasible.

### TASK 5 TECHNICAL STUDIES AND ANALYSIS

The City has indicated that in many infill areas of the city there is uncertainty for new development regarding what historic resources are present and what infrastructure is needed and how these issues may affect new development. The City would like to provide more certainty for development, especially in Tier 1 and 2 Shovel-Ready Areas (Resolution No. 2009-629), which are expected to experience significant growth and development.

#### Subtask 5.1 Historic Resources Intensive Surveys

The Consultants will prepare Department of Parks and Recreation (DPR) series 523 A and B forms to evaluate the historic status of select resources located in identified Tier 1 Shovel-Ready Opportunity Areas sites and/or select DPR 523 A forms with California Historic Resource Status Codes (CHRS Codes) in support the of themed context statements. The Consultants will conduct this service for one shovel-ready opportunity area.

#### Subtask 5.2 Infrastructure Assessment and Financing Plan

The Consultants will prepare an Infrastructure Assessment and Financing Strategy for shovel-ready opportunity areas and infill sites. The approach will involve the following steps:

The Consultants will first review completed infrastructure studies and transportation improvement plans. The City will provide to the Consultants all financing strategies and infrastructure studies for shovel-ready opportunity area, including, but not be limited to: previous infrastructure studies prepared for Focus Areas (Appendix H of the MEIR), the City-approved 2012-2017 Capital Improvement Plans (CIPS), and others (e.g., River District Specific Plan, Delta Shores, the Railyards, Downtown, R Street Corridor, Sacramento Center for Innovation, Florin Road Corridor Plan). Based on the inventory of existing studies, the Consultants will prepare a consolidated comprehensive list of the anticipated infrastructure improvements and associated estimated construction costs.

Next, the Consultants will coordinate with City staff to develop a matrix of key investment criteria that will be applied to each area. Example criteria could include the amount of development opened up by a project, ability to leverage private or other funds, market demand for the project land uses, ability to recapture costs, and overall cost. The Consultants will then work with City staff to prioritize key infrastructure improvements that will be necessary to serve as catalysts for development in the Shovel-Ready program.

Based on the rankings, the Consultants will prepare a Financing Plan that describes the infrastructure improvements for the areas based on their investment criteria ranking. This approach will allow the City to prioritize investments and implement funding mechanisms as needed over time. The outcome will be a comprehensive list of the key infrastructure improvement investments that could be made by the City in order to foster private sector development. New or additional infrastructure studies beyond those previously prepared are considered beyond the budget included for this assessment.

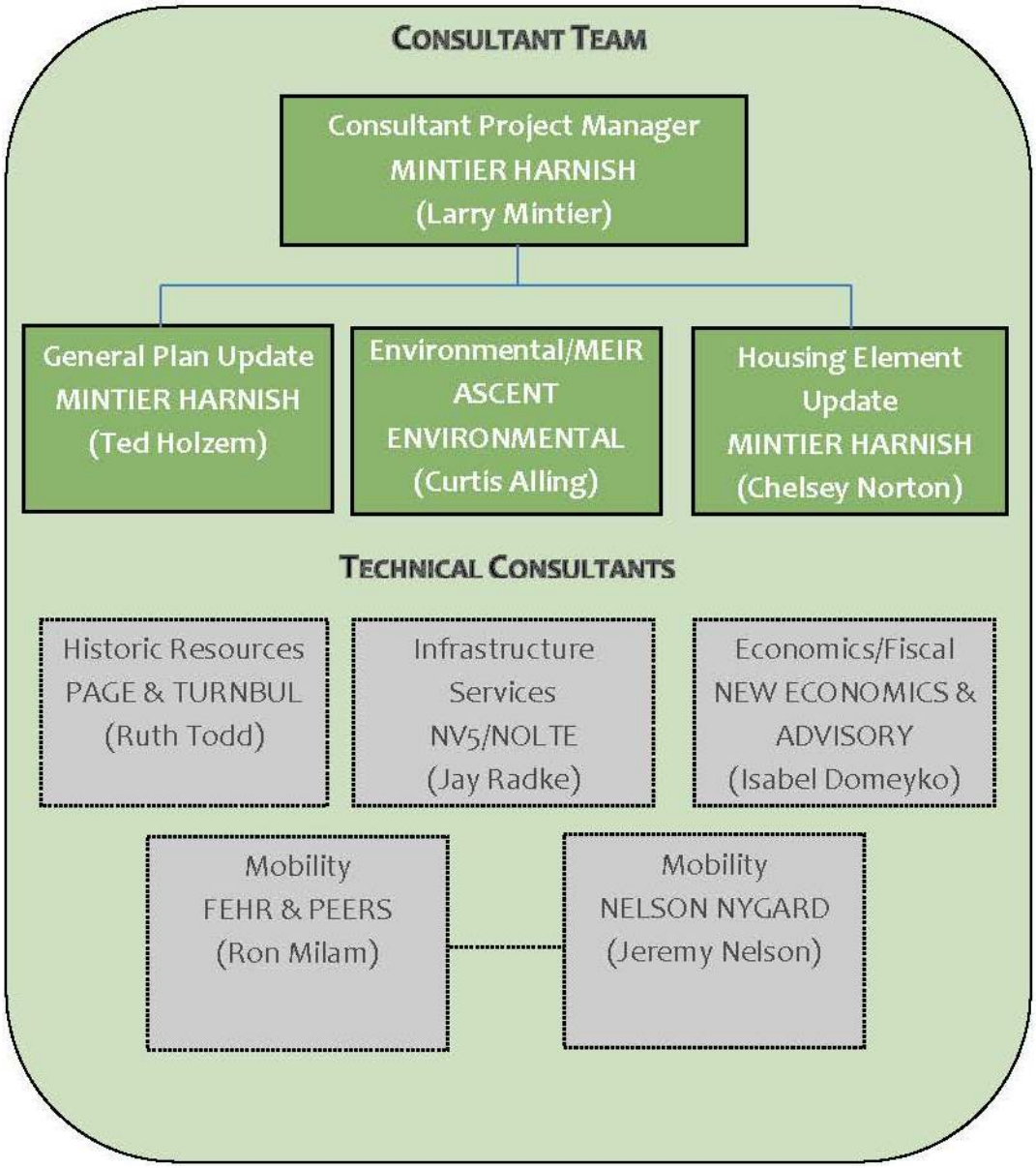
#### Subtask 5.3 Parkland Dedication Requirements

The City's current Quimby ordinance has not permitted the City to provide the intended scale of parkland and facilities in infill areas. The Consultants will work with City staff to modify the existing Quimby ordinance to facilitate infill development, increase participation in parkland dedication/in-lieu fees, modify parkland methodologies, and consider expanding acceptable facilities and/or infill park standards. To the extent that the City has already completed analysis in this area, the Consultants will

provide additional technical support, research and/or study other new concepts, and ultimately prepare an updated Quimby ordinance.

**Task 5.4 Alternative Environmental Review of Housing Element**
If the General Plan revisions and Master EIR Update cannot be completed within the Housing Element Update timeframe, the Consultants will work with City to complete the appropriate environmental review of the Housing Element separately, for an amount not to exceed $2,530.00.

**2035 General Plan Update Project Schedule and Consultants Team**



Schedule for the City of Sacramento 2035 General Plan Update, Housing Element, and MEIR

| | 2012 | | | 2013 | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Oct | Nov | Dec | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec |
| **TASK 1: PROJECT INITIATION/MANAGEMENT** | | | | | | | | | | | | | | | |
| 1.1 Kick-Off/Project Orientation Meeting | | | | | | | | | | | | | | | |
| 1.2 Technical Advisory Committee Assistance | | | | | | | | | | | | | | | |
| 1.3 Public Outreach Assistance | | | | | | | | | | | | | | | |
| 1.4 Ongoing Coordination | | | | | | | | | | | | | | | |
| **TASK 2: Existing Conditions Update** | | | | | | | | | | | | | | | |
| 2.1 Existing Conditions Updates | | | | | | | | | | | | | | | |
| **TASK 3: General Plan Review and Revision** | | | | | | | | | | | | | | | |
| 3.1 Policy and Implementation Program Review | | | | | | | | | | | | | | | |
| 3.2 Focused General Plan Policy Analysis | | | | | | | | | | | | | | | |
| 3.3 Administrative Draft General Plan Revisions | | | | | | | | | | | | | | | |
| 3.3 Public Review Draft General Plan Revisions | | | | | | | | | | | | | | | |
| **TASK 4: Master EIR Update** | | | | | | | | | | | | | | | |
| 4.1 Notice of Preparation/Scoping Meeting | | | | | | | | | | | | | | | |
| 4.2 Administrative Draft MEIR Update | | | | | | | | | | | | | | | |
| 4.3 Screencheck and Public Draft MEIR Update | | | | | | | | | | | | | | | |
| 4.4 Draft and Final MEIR Update | | | | | | | | | | | | | | | |
| 4.5 MMP, Findings, and SOC | | | | | | | | | | | | | | | |
| **TASK 5: Technical Studies and Analysis** | | | | | | | | | | | | | | | |
| 5.1 Historic Resources Intensive Surveys | | | | | | | | | | | | | | | |
| 5.2 Infrastructure Assessment and Financing Plan | | | | | | | | | | | | | | | |
| 5.3 Parkland Dedication Ordinance/Fees | | | | | | | | | | | | | | | |
| 5.4 Alternative Housing Element | | | | | | | | | | | | | | | |
| **Project Management** | | | | | | | | | | | | | | | |
| Project Management/Task 1.4 | | | | | | | | | | | | | | | |

# EXHIBIT B

## PROFESSIONAL SERVICES AGREEMENT

## FEE SCHEDULE/MANNER OF PAYMENT

**1. CONTRACTOR's Compensation.** The total of all fees paid to the CONTRACTOR for the performance of all services set forth in Exhibit A, including normal revisions (hereafter the "Services"), and for all authorized Reimbursable Expenses, shall not exceed the total sum of $ 899,950 **.**

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:

*Community Development Department*
*300 Richards Boulevard, 3rd Floor, Sacramento, CA 95811*

*Phone: 916-808-2015 / Fax: 916-808-2023*
*Attn: Angelina de la Rosa, Senior Account 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 contractors to perform said Additional Services.

**6.** **Accounting Records of CONTRACTOR.** During performance of this Agreement and for a period of three (3) years after completing all Services and Additional Services hereunder, CONTRACTOR shall maintain all accounting and financial records related to this Agreement, including, but not limited to, records of CONTRACTOR's costs for all Services and Additional Services performed under this Agreement and records of CONTRACTOR's Reimbursable Expenses, in accordance with generally accepted accounting practices, and shall keep and make such records available for inspection and audit by representatives of the CITY upon reasonable written notice.

**7.** **Taxes.** CONTRACTOR shall pay, when and as due, any and all taxes incurred as a result of CONTRACTOR's compensation hereunder, including estimated taxes, and shall provide CITY with proof of such payment upon request. CONTRACTOR hereby agrees to indemnify CITY for any claims, losses, costs, fees, liabilities, damages or injuries suffered by CITY arising out of CONTRACTOR's breach of this Section 7.

## Attachment 1 to Exhibit B

| | Mintier Harnish | | Ascent Environmental | | New Economics /Advisory | | Fehr & Peers | | Nelson Nygaard | | NV5/Nolte | | Page & Turnbull | | Total | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Subtotal Hours | Subtotal Cost | Subtotal Hours | Subtotal Cost | Subtotal Hours | Subtotal Cost | Subtotal Hours | Subtotal Cost | Subtotal Hours | Subtotal Cost | Subtotal Hours | Subtotal Cost | Subtotal Hours | Subtotal Cost | Hours | Cost |
| **TASK 1: PROJECT INITIATION/MANAGEMENT** | | | | | | | | | | | | | | | | |
| 1.1 Kick-Off/Project Orientation Meeting | 52 | $8,340 | 24 | $4,060 | 4 | $500 | 8 | $2,240 | 8 | $1,272 | 8 | $1,588 | 8 | $1,100 | 112 | $19,100 |
| 1.2 Technical Advisory Committee Assistance | 24 | $4,000 | 24 | $4,060 | 8 | $1,000 | 8 | $2,280 | 16 | $2,544 | 0 | $0 | 0 | $0 | 80 | $13,884 |
| 1.3 Public Outreach Assistance | 48 | $8,120 | 16 | $2,660 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 64 | $10,780 |
| *Subtotal* | *124* | *$20,460* | *64* | *$10,780* | *12* | *$1,500* | *16* | *$4,520* | *24* | *$3,816* | *8* | *$1,588* | *8* | *$1,100* | *256* | *$43,764* |
| **TASK 2: Existing Conditions Update** | | | | | | | | | | | | | | | | |
| 2.1 Existing Conditions Updates | 392 | $51,000 | 164 | $21,440 | 76 | $8,850 | 135 | $18,885 | 140 | $15,756 | 60 | $10,960 | 470 | $41,050 | 1,437 | *$167,941* |
| **TASK 3: General Plan Review and Revision** | | | | | | | | | | | | | | | | |
| 3.1 Policy and Implementation Program Review | 76 | $12,400 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 76 | $12,400 |
| 3.2 Focused General Plan Policy Analysis | 324 | $47,600 | 94 | $12,770 | 76 | $8,850 | 62 | $14,810 | 226 | $25,786 | 42 | $8,312 | 124 | $13,900 | 948 | $132,028 |
| 3.3 Administrative Draft General Plan Revisions | 178 | $25,750 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 178 | $25,750 |
| 3.3 Public Review Draft General Plan Revisions | 148 | $20,810 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 148 | $20,810 |
| *Subtotal* | *726* | *$106,560* | *94* | *$12,770* | *76* | *$8,850* | *62* | *$14,810* | *226* | *$25,786* | *42* | *$8,312* | *124* | *$13,900* | *1,350* | *$190,988* |
| **TASK 4: Master EIR Update** | | | | | | | | | | | | | | | | |
| 4.1 Notice of Preparation/Scoping Meeting | 2 | $450 | 52 | $6,950 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 54 | $7,400 |
| 4.2 Administrative Draft MEIR Update | 28 | $5,020 | 846 | $112,190 | 0 | $0 | 408 | $62,440 | 216 | $27,630 | 44 | $7,984 | 80 | $7,460 | 1,622 | $222,724 |
| 4.3 Screencheck and Public Draft MEIR Update | 14 | $2,190 | 144 | $19,460 | 0 | $0 | 74 | $13,230 | 94 | $10,956 | 10 | $1,940 | 24 | $2,410 | 360 | $50,186 |
| 4.4 Draft and Final MEIR Update | 10 | $1,610 | 224 | $29,730 | 0 | $0 | 8 | $1,880 | 60 | $6,576 | 0 | $0 | 0 | $0 | 302 | $39,796 |
| 4.5 MMP, Findings, and SOC | 0 | $0 | 56 | $7,160 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 56 | $7,160 |
| *Subtotal* | *54* | *$9,270* | *1,322* | *$175,490* | *0* | *$0* | *490* | *$77,550* | *370* | *$45,162* | *54* | *$9,924* | *104* | *$9,870* | *2,394* | *$327,266* |
| **TASK 5: Technical Studies and Analysis** | | | | | | | | | | | | | | | | |
| 5.1 Historic Resources Intensive Surveys | 28 | $4,700 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 310 | $29,900 | 338 | $34,600 |
| 5.2 Infrastructure Assessment and Financing Plan | 28 | $4,700 | 0 | $0 | 216 | $24,660 | 0 | $0 | 0 | $0 | 248 | $43,412 | 0 | $0 | 492 | $72,772 |
| 5.3 Parkland Dedication Ordinance/Fees | 10 | $1,610 | 0 | $0 | 44 | $5,240 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 54 | $6,850 |
| 5.4 Alternative Housing Element Neg.Dec. | 18 | $2,530 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 18 | $2,530 |
| *Subtotal* | *84* | *$13,540* | *0* | *$0* | *260* | *$29,900* | *0* | *$0* | *0* | *$0* | *248* | *$43,412* | *310* | *$29,900* | *902* | *$116,752* |
| | | | | | | | | | | | | | | | | |
| **Project Management** | 105 | $15,000 | 36 | $5,760 | | | | | | | | | | | 141 | $20,760 |
| | | | | | | | | | | | | | | | | |
| Total Hours | 1,485 | | 1,680 | | 424 | | 703 | | 760 | | 412 | | 1,016 | | 6,480 | |
| | | | | | | | | | | | | | | | | |
| Labor Cost | | $215,830 | | $226,240 | | $49,100 | | $115,765 | | $90,520 | | $74,196 | | $95,820 | | $867,471 |
| Direct Costs | | $5,000 | | $710 | | $3,260 | | $22,500 | | $1,000 | | $0 | | $0 | | *$32,470* |
| **Total Cost** | | $220,830 | | $226,950 | | $52,360 | | $138,265 | | $91,520 | | $74,196 | | $95,820 | | $899,941 |

* The Contractor and the City's project manager can agree to shift funds between subtasks, as needed, but the total amount for the overall contract cannot be changed.

## Attachment 1 to Exhibit B

| | Mintier Harnish | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | Mintier | Harnish | Holzem | Norton | Holmqvist | Admin | **Subtotal Hours** | **Subtotal Cost** |
| **TASK 1: PROJECT INITIATION/MANAGEMENT** | | | | | | | | |
| 1.1 Kick-Off/Project Orientation Meeting | 16 | | 20 | 8 | 8 | | **52** | **$8,340** |
| 1.2 Technical Advisory Committee Assistance | 8 | | 8 | 8 | | | **24** | **$4,000** |
| 1.3 Public Outreach Assistance | 16 | | 24 | 8 | | | **48** | **$8,120** |
| *Subtotal* | *40* | *0* | *52* | *24* | *8* | *0* | ***124*** | ***$20,460*** |
| **TASK 2: Existing Conditions Update** | | | | | | | | |
| 2.1 Existing Conditions Updates | 32 | | 120 | 80 | 160 | | **392** | **$51,000** |
| **TASK 3: General Plan Review and Revision** | | | | | | | | |
| 3.1 Policy and Implementation Program Review | 24 | | 40 | | 12 | | **76** | **$12,400** |
| 3.2 Focused General Plan Policy Analysis | 40 | 24 | 120 | 60 | 80 | | **324** | **$47,600** |
| 3.3 Administrative Draft General Plan Revisions | 30 | | 80 | 20 | 48 | | **178** | **$25,750** |
| 3.3 Public Review Draft General Plan Revisions | 26 | | 60 | 12 | 40 | 10 | **148** | **$20,810** |
| *Subtotal* | *120* | *24* | *300* | *92* | *180* | *10* | ***726*** | ***$106,560*** |
| **TASK 4: Master EIR Update** | | | | | | | | |
| 4.1 Notice of Preparation/Scoping Meeting | 2 | | | | | | **2** | **$450** |
| 4.2 Administrative Draft MEIR Update | 8 | 4 | 16 | | | | **28** | **$5,020** |
| 4.3 Screencheck and Public Draft MEIR Update | 2 | | 12 | | | | **14** | **$2,190** |
| 4.4 Draft and Final MEIR Update | 2 | | 8 | | | | **10** | **$1,610** |
| 4.5 MMP, Findings, and SOC | | | | | | | **0** | **$0** |
| *Subtotal* | *14* | *4* | *36* | *0* | *0* | *0* | ***54*** | ***$9,270*** |
| **TASK 5: Technical Studies and Analysis** | | | | | | | | |
| 5.1 Historic Resources Intensive Surveys | 8 | | 20 | | | | **28** | **$4,700** |
| 5.2 Infrastructure Assessment and Financing Plan | 8 | | 20 | | | | **28** | **$4,700** |
| 5.3 Parkland Dedication Ordinance/Fees | 2 | | 8 | | | | **10** | **$1,610** |
| 5.4 Alternative Housing Element Neg.Dec. | 2 | | | 16 | | | **18** | **$2,530** |
| *Subtotal* | *20* | *0* | *48* | *16* | *0* | *0* | ***84*** | ***$13,540*** |
| | | | | | | | | |
| **Project Management** | **30** | | **40** | | | **35** | **105** | **$15,000** |
| | | | | | | | | |
| Total Hours | 256 | 28 | 596 | 212 | 348 | 45 | **1,485** | |
| | $225 | $225 | $145 | $130 | $100 | $70 | | |
| Labor Cost | $57,600 | $6,300 | $86,420 | $27,560 | $34,800 | $3,150 | | **$215,830** |
| Direct Costs | | | | | | | | **$5,000** |
| **Total Cost** | | | | | | | | **$220,830** |
| | | | | | | | | |

## Attachment 1 to Exhibit B

| | Ascent Environmental | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | Alling | Olekszulin | Parker | Walters | Phillips | Noise | Planner | GIS | Admin | Subtotal Hours | Subtotal Cost |
| **TASK 1: PROJECT INITIATION/MANAGEMENT** | | | | | | | | | | | |
| 1.1 Kick-Off/Project Orientation Meeting | 4 | 4 | 8 | 8 | | | | | | **24** | **$4,060** |
| 1.2 Technical Advisory Committee Assistance | 4 | 4 | 8 | 8 | | | | | | **24** | **$4,060** |
| 1.3 Public Outreach Assistance | 4 | 4 | 8 | | | | | | | **16** | **$2,660** |
| *Subtotal* | *12* | *12* | *24* | *16* | *0* | *0* | *0* | *0* | *0* | ***64*** | ***$10,780*** |
| **TASK 2: Existing Conditions Update** | | | | | | | | | | | |
| 2.1 Existing Conditions Updates | 4 | 4 | 12 | 20 | 80 | | 40 | | 4 | **164** | **$21,440** |
| **TASK 3: General Plan Review and Revision** | | | | | | | | | | | |
| 3.1 Policy and Implementation Program Review | | | | | | | | | | **0** | **$0** |
| 3.2 Focused General Plan Policy Analysis | | 6 | | 24 | 32 | | 32 | | | **94** | **$12,770** |
| 3.3 Administrative Draft General Plan Revisions | | | | | | | | | | **0** | **$0** |
| 3.3 Public Review Draft General Plan Revisions | | | | | | | | | | **0** | **$0** |
| *Subtotal* | *0* | *6* | *0* | *24* | *32* | *0* | *32* | *0* | *0* | ***94*** | ***$12,770*** |
| **TASK 4: Master EIR Update** | | | | | | | | | | | |
| 4.1 Notice of Preparation/Scoping Meeting | 2 | 4 | 30 | 4 | | | | 4 | 8 | **52** | **$6,950** |
| 4.2 Administrative Draft MEIR Update | 12 | 114 | 260 | 70 | 70 | 60 | 120 | 60 | 80 | **846** | **$112,190** |
| 4.3 Screencheck and Public Draft MEIR Update | 10 | 20 | 50 | 12 | | | 18 | 4 | 30 | **144** | **$19,460** |
| 4.4 Draft and Final MEIR Update | 10 | 16 | 80 | 16 | 18 | 10 | 50 | 4 | 20 | **224** | **$29,730** |
| 4.5 MMP, Findings, and SOC | | 6 | 20 | 4 | | | 20 | | 6 | **56** | **$7,160** |
| *Subtotal* | *34* | *160* | *440* | *106* | *88* | *70* | *208* | *72* | *144* | ***1,322*** | ***$175,490*** |
| **TASK 5: Technical Studies and Analysis** | | | | | | | | | | | |
| 5.1 Historic Resources Intensive Surveys | | | | | | | | | | **0** | **$0** |
| 5.2 Infrastructure Assessment and Financing Plan | | | | | | | | | | **0** | **$0** |
| 5.3 Parkland Dedication Ordinance/Fees | | | | | | | | | | **0** | **$0** |
| 5.4 Alternative Housing Element Neg.Dec. | | | | | | | | | | **0** | **$0** |
| *Subtotal* | *0* | *0* | *0* | *0* | *0* | *0* | *0* | *0* | *0* | ***0*** | ***$0*** |
| | | | | | | | | | | | |
| **Project Management** | **20** | | | | | | | | **16** | **36** | **$5,760** |
| | | | | | | | | | | | |
| Total Hours | 70 | 182 | 476 | 166 | 200 | 70 | 280 | 72 | 164 | **1,680** | |
| | $220 | $175 | $135 | $175 | $125 | $130 | $110 | $95 | $85 | | |
| Labor Cost | $15,400 | $31,850 | $64,260 | $29,050 | $25,000 | $9,100 | $30,800 | $6,840 | $13,940 | | **$226,240** |
| Direct Costs | | | | | | | | | | | **$710** |
| **Total Cost** | | | | | | | | | | | **$226,950** |

## Attachment 1 to Exhibit B

| | | | | |
|---|---|---|---|---|
| | **New Economics /Advisory** | | | |
| | Damayko | Admin | **Subtotal Hours** | **Subtotal Cost** |
| **TASK 1: PROJECT INITIATION/MANAGEMENT** | | | | |
| 1.1 Kick-Off/Project Orientation Meeting | 4 | | **4** | **$500** |
| 1.2 Technical Advisory Committee Assistance | 8 | | **8** | **$1,000** |
| 1.3 Public Outreach Assistance | | | **0** | **$0** |
| *Subtotal* | *12* | *0* | ***12*** | ***$1,500*** |
| **TASK 2: Existing Conditions Update** | | | | |
| 2.1 Existing Conditions Updates | 66 | 10 | **76** | **$8,850** |
| **TASK 3: General Plan Review and Revision** | | | | |
| 3.1 Policy and Implementation Program Review | | | **0** | **$0** |
| 3.2 Focused General Plan Policy Analysis | 66 | 10 | **76** | **$8,850** |
| 3.3 Administrative Draft General Plan Revisions | | | **0** | **$0** |
| 3.3 Public Review Draft General Plan Revisions | | | **0** | **$0** |
| *Subtotal* | *66* | *10* | ***76*** | ***$8,850*** |
| **TASK 4: Master EIR Update** | | | | |
| 4.1 Notice of Preparation/Scoping Meeting | | | **0** | **$0** |
| 4.2 Administrative Draft MEIR Update | | | **0** | **$0** |
| 4.3 Screencheck and Public Draft MEIR Update | | | **0** | **$0** |
| 4.4 Draft and Final MEIR Update | | | **0** | **$0** |
| 4.5 MMP, Findings, and SOC | | | **0** | **$0** |
| *Subtotal* | *0* | *0* | ***0*** | ***$0*** |
| **TASK 5: Technical Studies and Analysis** | | | | |
| 5.1 Historic Resources Intensive Surveys | | | **0** | **$0** |
| 5.2 Infrastructure Assessment and Financing Plan | 180 | 36 | **216** | **$24,660** |
| 5.3 Parkland Dedication Ordinance/Fees | 40 | 4 | **44** | **$5,240** |
| 5.4 Alternative Housing Element Neg.Dec. | | | **0** | **$0** |
| *Subtotal* | *220* | *40* | ***260*** | ***$29,900*** |
| | | | | |
| **Project Management** | | | | |
| | | | | |
| Total Hours | 364 | 60 | **424** | |
| | $125 | $60 | | |
| Labor Cost | $45,500 | $3,600 | | **$49,100** |
| Direct Costs | | | | **$3,260** |
| **Total Cost** | | | | **$52,360** |
| | | | | |

## Attachment 1 to Exhibit B

| | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | **Fehr & Peers** | | | | | | | | | |
| | Milam | Grandy | Carter | Donkor | GIS | Graphics | Foust | Admin | **Subtotal Hours** | **Subtotal Cost** |
| **TASK 1: PROJECT INITIATION/MANAGEMENT** | | | | | | | | | | |
| 1.1 Kick-Off/Project Orientation Meeting | 4 | 4 | | | | | | | **8** | **$2,240** |
| 1.2 Technical Advisory Committee Assistance | 8 | | | | | | | | **8** | **$2,280** |
| 1.3 Public Outreach Assistance | | | | | | | | | **0** | **$0** |
| *Subtotal* | *12* | *4* | *0* | *0* | *0* | *0* | *0* | *0* | ***16*** | ***$4,520*** |
| **TASK 2: Existing Conditions Update** | | | | | | | | | | |
| 2.1 Existing Conditions Updates | 8 | 1 | 100 | | | 24 | | 2 | **135** | **$18,885** |
| **TASK 3: General Plan Review and Revision** | | | | | | | | | | |
| 3.1 Policy and Implementation Program Review | | | | | | | | | **0** | **$0** |
| 3.2 Focused General Plan Policy Analysis | 36 | 8 | 16 | | | | | 2 | **62** | **$14,810** |
| 3.3 Administrative Draft General Plan Revisions | | | | | | | | | **0** | **$0** |
| 3.3 Public Review Draft General Plan Revisions | | | | | | | | | **0** | **$0** |
| *Subtotal* | *36* | *8* | *16* | *0* | *0* | *0* | *0* | *2* | ***62*** | ***$14,810*** |
| **TASK 4: Master EIR Update** | | | | | | | | | | |
| 4.1 Notice of Preparation/Scoping Meeting | | | | | | | | | **0** | **$0** |
| 4.2 Administrative Draft MEIR Update | 40 | 20 | 120 | 140 | 20 | 40 | 24 | 4 | **408** | **$62,440** |
| 4.3 Screencheck and Public Draft MEIR Update | 16 | 8 | 20 | 20 | | 8 | | 2 | **74** | **$13,230** |
| 4.4 Draft and Final MEIR Update | 4 | 2 | | | | | | 2 | **8** | **$1,880** |
| 4.5 MMP, Findings, and SOC | | | | | | | | | **0** | **$0** |
| *Subtotal* | *60* | *30* | *140* | *160* | *20* | *48* | *24* | *8* | ***490*** | ***$77,550*** |
| **TASK 5: Technical Studies and Analysis** | | | | | | | | | | |
| 5.1 Historic Resources Intensive Surveys | | | | | | | | | **0** | **$0** |
| 5.2 Infrastructure Assessment and Financing Plan | | | | | | | | | **0** | **$0** |
| 5.3 Parkland Dedication Ordinance/Fees | | | | | | | | | **0** | **$0** |
| 5.4 Alternative Housing Element Neg.Dec. | | | | | | | | | **0** | **$0** |
| *Subtotal* | *0* | *0* | *0* | *0* | *0* | *0* | *0* | *0* | ***0*** | ***$0*** |
| | | | | | | | | | | |
| **Project Management** | | | | | | | | | | |
| | | | | | | | | | | |
| Total Hours | 116 | 43 | 256 | 160 | 20 | 72 | 24 | 12 | **703** | |
| | $285 | $275 | $135 | $135 | $145 | $110 | $115 | $95 | | |
| Labor Cost | $33,060 | $11,825 | $34,560 | $21,600 | $2,900 | $7,920 | $2,760 | $1,140 | | **$115,765** |
| Direct Costs | | | | | | | | | | **$22,500** |
| **Total Cost** | | | | | | | | | | **$138,265** |
| | | | | | | | | | | |

## Attachment 1 to Exhibit B

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | **Nelson Nygaard** | | | | | | | |
| | Nelson | Burgett | Canepa | Barber | Petrone | Admin | **Subtotal Hours** | **Subtotal Cost** |
| **TASK 1: PROJECT INITIATION/MANAGEMENT** | | | | | | | | |
| 1.1 Kick-Off/Project Orientation Meeting | 4 | | 4 | | | | **8** | **$1,272** |
| 1.2 Technical Advisory Committee Assistance | 8 | | 8 | | | | **16** | **$2,544** |
| 1.3 Public Outreach Assistance | | | | | | | **0** | **$0** |
| *Subtotal* | *12* | *0* | *12* | *0* | *0* | *0* | ***24*** | ***$3,816*** |
| **TASK 2: Existing Conditions Update** | | | | | | | | |
| 2.1 Existing Conditions Updates | 12 | 2 | 18 | 40 | 42 | 26 | **140** | **$15,756** |
| **TASK 3: General Plan Review and Revision** | | | | | | | | |
| 3.1 Policy and Implementation Program Review | | | | | | | **0** | **$0** |
| 3.2 Focused General Plan Policy Analysis | 16 | 2 | 32 | 60 | 84 | 32 | **226** | **$25,786** |
| 3.3 Administrative Draft General Plan Revisions | | | | | | | **0** | **$0** |
| 3.3 Public Review Draft General Plan Revisions | | | | | | | **0** | **$0** |
| *Subtotal* | *16* | *2* | *32* | *60* | *84* | *32* | ***226*** | ***$25,786*** |
| **TASK 4: Master EIR Update** | | | | | | | | |
| 4.1 Notice of Preparation/Scoping Meeting | | | | | | | **0** | **$0** |
| 4.2 Administrative Draft MEIR Update | 24 | 20 | 28 | 78 | 58 | 8 | **216** | **$27,630** |
| 4.3 Screencheck and Public Draft MEIR Update | 8 | 4 | 16 | 24 | 26 | 16 | **94** | **$10,956** |
| 4.4 Draft and Final MEIR Update | 6 | 2 | 10 | 10 | 16 | 16 | **60** | **$6,576** |
| 4.5 MMP, Findings, and SOC | | | | | | | **0** | **$0** |
| *Subtotal* | *38* | *26* | *54* | *112* | *100* | *40* | ***370*** | ***$45,162*** |
| **TASK 5: Technical Studies and Analysis** | | | | | | | | |
| 5.1 Historic Resources Intensive Surveys | | | | | | | **0** | **$0** |
| 5.2 Infrastructure Assessment and Financing Plan | | | | | | | **0** | **$0** |
| 5.3 Parkland Dedication Ordinance/Fees | | | | | | | **0** | **$0** |
| 5.4 Alternative Housing Element Neg.Dec. | | | | | | | **0** | **$0** |
| *Subtotal* | *0* | *0* | *0* | *0* | *0* | *0* | ***0*** | ***$0*** |
| | | | | | | | | |
| **Project Management** | | | | | | | | |
| | | | | | | | | |
| Total Hours | 78 | 30 | 116 | 212 | 226 | 98 | **760** | |
| | $159 | $159 | $159 | $125 | $104 | $50 | | |
| Labor Cost | $12,402 | $4,770 | $18,444 | $26,500 | $23,504 | $4,900 | | **$90,520** |
| Direct Costs | | | | | | | | **$1,000** |
| **Total Cost** | | | | | | | | **$91,520** |
| | | | | | | | | |

## Attachment 1 to Exhibit B

| | | | | | | |
|---|---|---|---|---|---|---|
| | NV5/Nolte | | | | | |
| | Radky | Smith | CADD Tech | Admin | Subtotal Hours | Subtotal Cost |
| **TASK 1: PROJECT INITIATION/MANAGEMENT** | | | | | | |
| 1.1 Kick-Off/Project Orientation Meeting | 4 | 4 | | | **8** | **$1,588** |
| 1.2 Technical Advisory Committee Assistance | | | | | **0** | **$0** |
| 1.3 Public Outreach Assistance | | | | | **0** | **$0** |
| *Subtotal* | *4* | *4* | *0* | *0* | ***8*** | ***$1,588*** |
| **TASK 2: Existing Conditions Update** | | | | | | |
| 2.1 Existing Conditions Updates | 16 | 40 | | 4 | **60** | **$10,960** |
| **TASK 3: General Plan Review and Revision** | | | | | | |
| 3.1 Policy and Implementation Program Review | | | | | **0** | **$0** |
| 3.2 Focused General Plan Policy Analysis | 24 | 16 | | 2 | **42** | **$8,312** |
| 3.3 Administrative Draft General Plan Revisions | | | | | **0** | **$0** |
| 3.3 Public Review Draft General Plan Revisions | | | | | **0** | **$0** |
| *Subtotal* | *24* | *16* | *0* | *2* | ***42*** | ***$8,312*** |
| **TASK 4: Master EIR Update** | | | | | | |
| 4.1 Notice of Preparation/Scoping Meeting | | | | | **0** | **$0** |
| 4.2 Administrative Draft MEIR Update | 16 | 22 | | 6 | **44** | **$7,984** |
| 4.3 Screencheck and Public Draft MEIR Update | 4 | 6 | | | **10** | **$1,940** |
| 4.4 Draft and Final MEIR Update | | | | | **0** | **$0** |
| 4.5 MMP, Findings, and SOC | | | | | **0** | **$0** |
| *Subtotal* | *20* | *28* | *0* | *6* | ***54*** | ***$9,924*** |
| **TASK 5: Technical Studies and Analysis** | | | | | | |
| 5.1 Historic Resources Intensive Surveys | | | | | **0** | **$0** |
| 5.2 Infrastructure Assessment and Financing Plan | 44 | 164 | 24 | 16 | **248** | **$43,412** |
| 5.3 Parkland Dedication Ordinance/Fees | | | | | **0** | **$0** |
| 5.4 Alternative Housing Element Neg.Dec. | | | | | **0** | **$0** |
| *Subtotal* | *44* | *164* | *24* | *16* | ***248*** | ***$43,412*** |
| | | | | | | |
| **Project Management** | | | | | | |
| | | | | | | |
| Total Hours | 108 | 252 | 24 | 28 | **412** | |
| | $221 | $176 | $137 | $96 | | |
| Labor Cost | $23,868 | $44,352 | $3,288 | $2,688 | | **$74,196** |
| Direct Costs | | | | | | **$0** |
| **Total Cost** | | | | | | **$74,196** |
| | | | | | | |

## Attachment 1 to Exhibit B

| | | | | | |
|---|---|---|---|---|---|
| | **Page & Turnbull** | | | | |
| | Todd | DeCourcy | Staff | **Subtotal Hours** | **Subtotal Cost** |
| **TASK 1: PROJECT INITIATION/MANAGEMENT** | | | | | |
| 1.1 Kick-Off/Project Orientation Meeting | 4 | 4 | | **8** | **$1,100** |
| 1.2 Technical Advisory Committee Assistance | | | | **0** | **$0** |
| 1.3 Public Outreach Assistance | | | | **0** | **$0** |
| *Subtotal* | *4* | *4* | *0* | ***8*** | ***$1,100*** |
| **TASK 2: Existing Conditions Update** | | | | | |
| 2.1 Existing Conditions Updates | 20 | 250 | 200 | **470** | **$41,050** |
| **TASK 3: General Plan Review and Revision** | | | | | |
| 3.1 Policy and Implementation Program Review | | | | **0** | **$0** |
| 3.2 Focused General Plan Policy Analysis | 34 | 48 | 42 | **124** | **$13,900** |
| 3.3 Administrative Draft General Plan Revisions | | | | **0** | **$0** |
| 3.3 Public Review Draft General Plan Revisions | | | | **0** | **$0** |
| *Subtotal* | *34* | *48* | *42* | ***124*** | ***$13,900*** |
| **TASK 4: Master EIR Update** | | | | | |
| 4.1 Notice of Preparation/Scoping Meeting | | | | **0** | **$0** |
| 4.2 Administrative Draft MEIR Update | 8 | 36 | 36 | **80** | **$7,460** |
| 4.3 Screencheck and Public Draft MEIR Update | 4 | 10 | 10 | **24** | **$2,410** |
| 4.4 Draft and Final MEIR Update | | | | **0** | **$0** |
| 4.5 MMP, Findings, and SOC | | | | **0** | **$0** |
| *Subtotal* | *12* | *46* | *46* | ***104*** | ***$9,870*** |
| **TASK 5: Technical Studies and Analysis** | | | | | |
| 5.1 Historic Resources Intensive Surveys | 40 | 140 | 130 | **310** | **$29,900** |
| 5.2 Infrastructure Assessment and Financing Plan | | | | **0** | **$0** |
| 5.3 Parkland Dedication Ordinance/Fees | | | | **0** | **$0** |
| 5.4 Alternative Housing Element Neg.Dec. | | | | **0** | **$0** |
| *Subtotal* | *40* | *140* | *130* | ***310*** | ***$29,900*** |
| | | | | | |
| **Project Management** | | | | | |
| | | | | | |
| Total Hours | 110 | 488 | 418 | **1,016** | |
| | $190 | $85 | $80 | | |
| Labor Cost | $20,900 | $41,480 | $33,440 | | **$95,820** |
| Direct Costs | | | | | **$0** |
| **Total Cost** | | | | | **$95,820** |
| | | | | | |

## Attachment 1 to Exhibit B

| | Total | |
|---|---|---|
| | **Hours** | **Cost** |
| **TASK 1: PROJECT INITIATION/MANAGEMENT** | | |
| 1.1 Kick-Off/Project Orientation Meeting | **112** | **$19,100** |
| 1.2 Technical Advisory Committee Assistance | **80** | **$13,884** |
| 1.3 Public Outreach Assistance | **64** | **$10,780** |
| *Subtotal* | ***256*** | ***$43,764*** |
| **TASK 2: Existing Conditions Update** | | |
| 2.1 Existing Conditions Updates | **1,437** | ***$167,941*** |
| **TASK 3: General Plan Review and Revision** | | |
| 3.1 Policy and Implementation Program Review | **76** | **$12,400** |
| 3.2 Focused General Plan Policy Analysis | **948** | **$132,028** |
| 3.3 Administrative Draft General Plan Revisions | **178** | **$25,750** |
| 3.3 Public Review Draft General Plan Revisions | **148** | **$20,810** |
| *Subtotal* | ***1,350*** | ***$190,988*** |
| **TASK 4: Master EIR Update** | | |
| 4.1 Notice of Preparation/Scoping Meeting | **54** | **$7,400** |
| 4.2 Administrative Draft MEIR Update | **1,622** | **$222,724** |
| 4.3 Screencheck and Public Draft MEIR Update | **360** | **$50,186** |
| 4.4 Draft and Final MEIR Update | **302** | **$39,796** |
| 4.5 MMP, Findings, and SOC | **56** | **$7,160** |
| *Subtotal* | ***2,394*** | ***$327,266*** |
| **TASK 5: Technical Studies and Analysis** | | |
| 5.1 Historic Resources Intensive Surveys | **338** | **$34,600** |
| 5.2 Infrastructure Assessment and Financing Plan | **492** | **$72,772** |
| 5.3 Parkland Dedication Ordinance/Fees | **54** | **$6,850** |
| 5.4 Alternative Housing Element Neg.Dec. | **18** | **$2,530** |
| *Subtotal* | ***902*** | ***$116,752*** |
| | | |
| **Project Management** | **141** | **$20,760** |
| | | |
| Total Hours | **6,480** | |
| | | |
| Labor Cost | | **$867,471** |
| Direct Costs | | ***$32,470*** |
| **Total Cost** | | **$899,941** |
| | | |

# EXHIBIT C

## PROFESSIONAL SERVICES AGREEMENT

## FACILITIES AND EQUIPMENT TO BE PROVIDED BY CITY

CITY shall [*check one*] _X_ Not furnish any facilities or equipment for this Agreement; or

____ furnish the following facilities or equipment for the Agreement; [*list, if applicable*]

# EXHIBIT D

## PROFESSIONAL SERVICES AGREEMENT

## GENERAL PROVISIONS

**1. Independent Contractor**.

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

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

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

D. The provisions of this Section 1 shall survive any expiration or termination of this Agreement. Nothing in this Agreement shall be construed to create an exclusive relationship between CITY and CONTRACTOR. CONTRACTOR may represent, perform services for, or be employed by such additional persons or companies as

CONTRACTOR sees fit provided that CONTRACTOR does not violate the provisions of Section 5, below.

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

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

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

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

**6.** **Confidentiality of CITY Information.** During performance of this Agreement, CONTRACTOR may gain access to and use CITY information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "City Information") that are valuable, special and unique assets of the CITY. CONTRACTOR agrees to protect all City Information and treat it as strictly confidential, and further agrees that CONTRACTOR shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party without the prior written consent of CITY. In addition, CONTRACTOR shall comply with all CITY policies governing the use of the CITY network and technology systems, as set forth in applicable provisions of the City of Sacramento Administrative Policy Instructions # 30. 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, photostatting, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. CONTRACTOR shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by CITY.

B. CONTRACTOR shall fully defend, indemnify and hold harmless CITY, its officers and employees, and each and every one of them, from and against any and all claims, actions, lawsuits or other proceedings alleging that all or any part of the information prepared, produced, or provided by CONTRACTOR pursuant to this Agreement infringes upon any third party's trademark, trade name, copyright, patent or other intellectual property rights. CITY shall make reasonable efforts to notify CONTRACTOR not later than ten (10) days after CITY is served with any such claim, action, lawsuit or other proceeding, provided that CITY's failure to provide such notice within such time period shall not relieve CONTRACTOR of its obligations hereunder, which shall survive any termination or expiration of this Agreement.

C. All proprietary and other information received from CONTRACTOR by CITY, whether received in connection with CONTRACTOR's proposal to CITY or in connection with any Services performed by CONTRACTOR, will be disclosed upon receipt of a request for disclosure, pursuant to the California Public Records Act; provided, however, that, if any information is set apart and clearly marked "trade secret" when it is provided to CITY, CITY shall give notice to CONTRACTOR of any request for the disclosure of such information. The CONTRACTOR shall then have five (5) days from the date it receives such notice to enter into an agreement with the CITY, satisfactory to the City Attorney, providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff's attorney fees) incurred by CITY in any legal action to compel the disclosure of such information under the California Public Records Act. The CONTRACTOR shall have sole responsibility for defense of the actual "trade secret" designation of such information.

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

**8. Standard of Performance.** CONTRACTOR shall perform all Services required pursuant to this Agreement in the manner and according to the standards currently observed by a competent practitioner of CONTRACTOR's profession in California. All products of whatsoever nature that CONTRACTOR delivers to CITY pursuant to this Agreement shall be prepared in a professional manner and conform to the standards of quality normally observed by a person currently

practicing in CONTRACTOR's profession, and shall be provided in accordance with any schedule of performance specified in Exhibit A. CONTRACTOR shall assign only competent personnel to perform Services pursuant to this Agreement. CONTRACTOR shall notify CITY in writing of any changes in CONTRACTOR's staff assigned to perform the Services required under this Agreement, prior to any such performance. In the event that CITY, at any time during the term of this Agreement, desires the removal of any person assigned by CONTRACTOR to perform Services pursuant to this Agreement, because CITY, in its sole discretion, determines that such person is not performing in accordance with the standards required herein, CONTRACTOR shall remove such person immediately upon receiving notice from CITY of the desire of CITY for the removal of such person.

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

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

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

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

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

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

**10. Indemnity.**

A. Indemnity: CONTRACTOR shall defend, hold harmless and indemnify CITY, its officers and employees, and each and every one of them, from and against any and all 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." _____ (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. (CONTRACTOR initials)

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

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

(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. (CONTRACTOR initials)

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 that will fulfill the obligations imposed on CONTRACTOR under this Agreement. In recognition of this interest, CONTRACTOR shall not assign any right or obligation pursuant to this Agreement without the written consent of the CITY. Any attempted or purported assignment without CITY's written consent shall be void and of no effect.

**18. Binding Effect.** This Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the parties, subject to the provisions of Section 17, above.

**19. Use Tax Requirements.** During the performance of this Agreement, CONTRACTOR, for itself, its assignees and successors in interest, agrees as follows:

(1) 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.

(2) 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.

(3) 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 $100,000.00. 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.

JLAUR-1 OP ID: CC

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 09/24/12

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
POINT WEST Insurance Assoc.
P.O Box 255647
Sacramento, CA 95865
M Stuart Nelson

916-925-5155
916-925-0928

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Hartford Casualty Company | 29424 |
| INSURER B : | |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

INSURED
J. Laurence Mintier, FAICP
dba: Mintier Harnish
1415 20th Street
Sacramento, CA 95814

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | | |
|---|---|---|---|---|---|---|---|---|---|
| A | GENERAL LIABILITY<br>X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE X OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>X POLICY PRO-JECT LOC | X | | 57SBAEF2053 | 04/24/12 | 04/24/13 | EACH OCCURRENCE | $ | 2,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ | 300,000 |
| | | | | | | | MED EXP (Any one person) | $ | 10,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ | 2,000,000 |
| | | | | | | | GENERAL AGGREGATE | $ | 4,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG | $ | 4,000,000 |
| | | | | | | | | $ | |
| A | AUTOMOBILE LIABILITY<br>ANY AUTO<br>ALL OWNED AUTOS<br>SCHEDULED AUTOS<br>X HIRED AUTOS<br>X NON-OWNED AUTOS | X | | 57SBAEF2053 | 04/24/12 | 04/24/13 | COMBINED SINGLE LIMIT (Ea accident) | $ | |
| | | | | | | | BODILY INJURY (Per person) | $ | 2,000,000 |
| | | | | | | | BODILY INJURY (Per accident) | $ | 2,000,000 |
| | | | | | | | PROPERTY DAMAGE (Per accident) | $ | |
| | | | | | | | | $ | |
| | UMBRELLA LIAB OCCUR<br>EXCESS LIAB CLAIMS-MADE<br>DED RETENTION $ | | | | | | EACH OCCURRENCE | $ | |
| | | | | | | | AGGREGATE | $ | |
| | | | | | | | | $ | |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N Y<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | 57WECNU9666 | 04/24/12 | 04/24/13 | WC STATU-TORY LIMITS OTH-ER | | |
| | | | | | | | E.L. EACH ACCIDENT | $ | |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | $ | |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

**Certificate holder is included as an Additional Insured per the attached Blanket Additional Insured endorsement SS0008 04/05 (pg 11-14) but only as respects the operations of the Named Insured. Larry Mintier and Jim Harnish are excluded from Workers Compensation.THIS CERTIFICATE REPLACES THE ONE ISSUED 9/14/12 AND 9/21/12. THOSE CERTS SHOULD BE DESTROYED.**

**CERTIFICATE HOLDER**

The City of Sacramento,
its officials,agents,employees
& volunteers
915 "I" Street,4th Floor
Sacramento, CA 95814

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
M Stuart Nelson

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 09/07/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER**

Leatzow Insurance
300 S. Riverside Plaza, Suite 2100
Chicago, IL 60606

CONTACT NAME: Karen Bronson
PHONE: (312) 930-5556 FAX: (866) 741-2778
EMAIL ADDRESS: karen@leatzowinsurance.com

| INSURER(S) AFFORDING COVERAGE | | NAIC # |
|---|---|---|
| INSURER A: | New Hampshire Insurance Company | 23841 |
| INSURER B: | | |
| INSURER C: | | |
| INSURER D: | | |
| INSURER E: | | |
| INSURER F: | | |

**INSURED**

Mintier & Associates, Inc.
d/b/a: Mintier Harnish, LP
1415 20th Street
Sacramento, CA 95811

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| | GENERAL LIABILITY<br>COMMERCIAL GENERAL LIABILITY<br>CLAIMS MADE OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER<br>POLICY PROJECT LOC | | | DOES NOT APPLY | | | EACH OCCURRENCE | $ |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ |
| | | | | | | | MED EXP (Any one person) | $ |
| | | | | | | | PERSONAL AND ADV INJURY | $ |
| | | | | | | | GENERAL AGGREGATE | $ |
| | | | | | | | PRODUCTS - COMP/OP AGG | $ |
| | | | | | | | | $ |
| | AUTOMOBILE LIABILITY<br>ANY AUTO Scheduled Autos<br>ALL OWNED AUTOS Non-owned Autos<br>Hired Autos | | | DOES NOT APPLY | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | | | | | | | BODILY INJURY (Per person) | $ |
| | | | | | | | BODILY INJURY (Per accident) | $ |
| | | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | UMBRELLA LIAB OCCUR<br>EXCESS LIAB CLAIMS-MADE<br>DED RETENTION $ | | | DOES NOT APPLY | | | EACH OCCURRENCE | $ |
| | | | | | | | AGGREGATE | $ |
| | | | | | | | | $ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? | N/A | | DOES NOT APPLY | | | WC STATUTORY LIMITS OTHER | |
| | | | | | | | E.L. EACH ACCIDENT | $ |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | $ |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ |
| A | PROFESSIONAL LIABILITY | | | 011193253 | 11/21/2011 | 11/21/2012 | 2,000,000 each claim<br>2,000,000 aggregate | |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**

**CERTIFICATE HOLDER**

City of Sacramento
915 "I" Street
4th Floor
Sacramento, CA 95814

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Karen Bronson LEATZOW INSURANCE

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