

City Council Report

915 I Street, 1st Floor

www.CityofSacramento.org

Meeting Date: 6/25/2013

Report Type: Consent

Report ID: 2013-00417

Title: Agreement: Long-Term Water Treatment Capacity Evaluation of E.A. Fairbairn Water Treatment Plant

Location: Council Districts 1, 3, & 6

Issue: Approval of a professional services agreement is recommended to evaluate rehabilitation options for E. A. Fairbairn Water Treatment Plant facilities (constructed in 1964), and evaluate a possible new Sacramento River intake for the City's future water needs.

Recommendation: Pass a Motion authorizing the City Manager or the City Manager's designee to sign a professional services agreement with Carollo Engineering, Inc., to conduct phase 1 of the water treatment capacity evaluation, for an amount not-to-exceed \$299,080.

Contact: Bill Busath, Engineering Services Manager, (916) 808-1434; Dan Sherry, Supervising Engineer, (916) 808-1419, Department of Utilities

Presenter: None

Department: Department Of Utilities

Division: Engineering Administration

Dept ID: 14001311

Attachments:

1-Description/Analysis

2-Background

3-Agreement

City Attorney Review

Approved as to Form

Joe Robinson

6/17/2013 12:13:59 PM

City Treasurer Review

Reviewed for Impact on Cash and Debt

Janelle Gray

6/5/2013 9:35:39 AM

Approvals/Acknowledgements

Department Director or Designee: Dave Brent - 6/13/2013 2:49:37 PM

Description/Analysis

Issue Detail: Approval of a professional services agreement is recommended to conduct an evaluation of options for adding water treatment capacity to meet the City's future water needs.

Policy Considerations: Evaluating future water supply options is consistent with the Department of Utilities' Capital Improvement Project Programming Guide and Water Supply Master Plan to rehabilitate, replace, and expand critical infrastructure to ensure the City's reliable and safe water supply for the future.

Economic Impacts: None.

Environmental Considerations: Approval of this agreement is considered exempt under Section 15061(b)(3) of the California Environmental Quality Act (CEQA) Guidelines. The activity is covered by the general rule that CEQA applies only to projects that have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. In addition, feasibility and planning studies are exempt from CEQA review under CEQA Guidelines Section 15262.

Sustainability: This action is consistent with the City's continuing goal to provide sustainable utility infrastructure in a cost-efficient manner.

Commission/Committee Action: Not applicable.

Rationale for Recommendation: The Department of Utilities solicited qualifications from consulting firms on PlanetBids, and on March 28, 2013, three firms submitted their qualifications. The selection committee subsequently selected Carollo Engineers as the top-ranked firm to perform the work. This Phase 1 agreement covers just the initial assessment and alternative selection activities. Staff will return to the City Council for the approval of preliminary design activities following completion of the Phase 1 studies.

Financial Considerations: The not-to-exceed cost for the professional services to be performed under the agreement is \$299,080. There are sufficient funds in Z14130200 (Water Revenue Bonds Series 2013, Fund 6310) for this agreement.

Emerging Small Business Development (ESBD): Carollo Engineering, Inc. is not certified as an emerging or small business enterprise.

BACKGROUND

The City's two surface water treatment plants are the Sacramento River Water Treatment Plant (SRWTP) and the EA Fairbairn Water Treatment Plant (EAFWTP). SRWTP was initially constructed in the 1920's, and EAFWTP was originally constructed in 1964. A major renovation of SRWTP is just beginning as part of the WTP Rehabilitation Contract (Z1400600), which also will add solids handling and drying facilities at EAFWTP. There are, however, no other structural or process modifications included at EAFWTP as part of the WTP Rehabilitation contract.

EAFWTP was originally constructed as a 32 mgd (million gallons per day) facility with two flocculation/ sedimentation basins (Trains 1/2) and eight filters (1-8). In 1989, treatment capacity at EAFWTP was increased to 100 mgd, primarily by modifying filters 1-8. In 2005, total sustainable treatment capacity was further increased to 160 mgd with a peak hydraulic flow of 200 mgd. The 2005 construction included adding another two flocculation/ sedimentation basins (Trains 3/4) and another eight filters (filters 9-16).

Maximum day demand (MDD) within the City, including wholesale deliveries, is currently about 175 mgd. Although EAFWTP has sufficient hydraulic capacity to meet the MDD, at 200 mgd, there is considerable floc carry over from all basins, and the filter run time is very short. Water right restrictions associated with low flows in the American River (the Hodge flow criteria), can also limit American River diversions into EAFWTP. In June, July, and August, the typical months when the MDD occurs, the Hodge criteria can limit EAFWTP output to just 100 mgd when river flows are low. In 2012 there were diversion restrictions at EAFWTP in nine out of twelve months.

The original infrastructure at EAFWTP built in 1964 is approaching 50 years old. Many of the components are nearing their expected useful service life and are inefficient. Of particular concern is the age and dated design of Trains 1/2 and Filters 1-8. Much of the surface cement paste has leached from the submerged surfaces in the flocculation/sedimentation basins. Also, the sedimentation basins in Trains 1/2 have older style finger launders instead of end weir wall configurations like in newer Trains 3/4. The finger launders short circuit the sedimentation pathway and hinder sludge collection. In addition, there are many corroded and leaking drain valves, piping connections, and sluice gates in the original construction. The filter

surface backwash system in filters 1-8 is not efficient, and existing valves cannot be operated remotely via the facility's SCADA (Supervisory Control and Data Acquisition) system.

In addition to planning and budgeting for long-term, physical plant improvements, the Department of Utilities (DOU) must also consider how the Hodge criteria impact EAFWTP deliveries and the City's ability to meet future water supply needs. The Hodge criteria are anticipated to impact low flow diversions for the foreseeable future. One master planning option under consideration is a new Sacramento River intake and pipeline for "pump back" from near the confluence of the American and Sacramento rivers to EAFWTP.

A request for consultant qualifications was advertised February 22, 2013 on PlanetBids. DOU requested qualifications from knowledgeable firms that could assist in evaluating rehabilitation costs for Trains 1/2 and filters 1-8, and or some combination of all trains and filters for reliable 100, 160, and 200 mgd deliveries from EAFWTP, including where appropriate, pump back and distribution system costs. Three firms responded, and the selection committee interviewed the two firms ranked highest based on the submittals, both with recent EAFWTP design experience and familiarity (and both local business enterprises). Based on review of the submittals and the interviews, the selection committee determined that Carollo Engineers offered the best approach for the selection of options to be evaluated and ranked Carollo Engineers as the firm most qualified to perform these evaluations.

A phased contract approach is preferred because of so many unknowns. Scope negotiations were conducted, resulting in this Phase 1 scope and fee for initial assessment and selection of alternatives. For budget planning, however, an approximate 30-percent design of the selected improvements is sought. Therefore, staff anticipates returning to the City Council for preliminary design approval following completion of the Phase 1 studies.

PROJECT #: **Z14130200**
PROJECT NAME: **EAFWTP: LONG TERM WATER TREATMENT CAPACITY EVALUATION PROJECT**
DEPARTMENT: **UTILITIES**
DIVISION: **ENGINEERING**

CITY OF SACRAMENTO

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

THIS AGREEMENT is made at Sacramento, California, as of _____, 2013 by and between the **CITY OF SACRAMENTO**, a municipal corporation ("CITY"), and

Carollo Engineers
2880 Gateway Oaks Drive, Suite 300, Sacramento, CA 95833
(916) 565-4888 / 565-4800

("CONTRACTOR"), who agree as follows:

- Services.** Subject to the terms and conditions set forth in this Agreement, CONTRACTOR shall provide to CITY the services described in Exhibit A. CONTRACTOR shall provide said services at the time, place, and in the manner specified in Exhibit A. CONTRACTOR shall not be compensated for services outside the scope of Exhibit A unless prior to the commencement of such services: (a) CONTRACTOR notifies CITY and CITY agrees that such services are outside the scope of Exhibit A; (b) CONTRACTOR estimates the additional compensation required for these additional services; and (c) CITY, after notice, approves in writing a Supplemental Agreement specifying the additional services and amount of compensation therefor. CITY shall have no obligations whatsoever under this Agreement and/or any Supplemental Agreement, unless and until this Agreement or any Supplemental Agreement is approved by the Sacramento City Manager or the City Manager's authorized designee, or by the Sacramento City Council, as required by the Sacramento City Code.
- Payment.** CITY shall pay CONTRACTOR for services rendered pursuant to this Agreement at the times and in the manner set forth in Exhibit B. The payments specified in Exhibit B shall be the only payments to be made to CONTRACTOR for the services rendered pursuant to this Agreement unless pursuant to Section 1, above, CITY approves additional compensation for additional services. CONTRACTOR shall submit all billings for said services to CITY in the manner specified in Exhibit B, or, if not specified in Exhibit B, according to the usual and customary procedures and practices that CONTRACTOR uses for billing clients similar to CITY.
- Facilities and Equipment.** Except as set forth in Exhibit C, CONTRACTOR shall, at its sole cost and expense, furnish all facilities and equipment that may be required for furnishing services pursuant to this Agreement. CITY shall furnish to CONTRACTOR only the facilities and equipment listed in Exhibit C according to any terms and conditions set forth in Exhibit C.
- General Provisions.** The General Provisions set forth in Exhibit D, that include indemnity and insurance requirements, are part of this Agreement. In the event of any conflict between the General Provisions and any terms or conditions of any document prepared or provided by CONTRACTOR and made a part of this Agreement, including without limitation any document relating to the scope of services or payment therefor, the General Provisions shall control over said terms or conditions.
- Non-Discrimination in Employee Benefits.** This Agreement is subject to the provisions of Sacramento City Code Chapter 3.54, Non-Discrimination in Employee Benefits by City Contractors. The requirements

of Sacramento City Code Chapter 3.54 are summarized in Exhibit E. CONTRACTOR is required to sign the attached Declaration of Compliance (Equal Benefits Ordinance), to assure compliance with these requirements.

6. **Authority.** The person signing this Agreement for CONTRACTOR hereby represents and warrants that he/she is fully authorized to sign this Agreement on behalf of CONTRACTOR and to bind CONTRACTOR to the performance of its obligations hereunder.
7. **Exhibits.** All exhibits referred to herein are attached hereto and are by this reference incorporated as if set forth fully herein.

Executed as of the day and year first above stated.

CITY OF SACRAMENTO

A Municipal Corporation

By: _____

Print name: _____

Title: _____

For: John F. Shirey, City Manager

APPROVED TO AS FORM:

City Attorney

ATTEST:

City Clerk

CONTRACTOR:

NAME OF FIRM

Federal I.D. No.

State I.D. No.

City of Sacramento Business Op. Tax Cert. No.

TYPE OF BUSINESS ENTITY (*check one*):

_____ Individual/Sole Proprietor

_____ Partnership

_____ Corporation (*may require 2 signatures*)

_____ Limited Liability Company

_____ Other (*please specify: _____*)

Signature of Authorized Person

Print Name and Title

Additional Signature (*if required*)

Print Name and Title

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, and Declaration of Compliance

EXHIBIT A

PROFESSIONAL SERVICES AGREEMENT FOR DESIGN PROFESSIONALS

SCOPE OF SERVICES

1. **Representatives.**

The CITY Representative for this Agreement is:

Stu Williams, Senior Engineer
1395 35th Avenue, Sacramento, CA 95822
(916) 808-1410 / 808-1497 / sswilliams@cityofsacramento.org

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

The CONTRACTOR Representative for this Agreement is:

Chris Cleveland, Vice President
2880 Gateway Oaks Drive, Suite 300, Sacramento, CA 95833
(916) 565-4888 / 565-4880 / ccleveland@carollo.com

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

2. **Professional Liability Insurance.** Professional Liability (Errors and Omissions) insurance is X is not [check one] required for this Agreement. If required, such coverage must be continued for at least 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 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 SERVICES

EAFWTP: LONG TERM WATER TREATMENT CAPACITY EVALUATION PROJECT

The following Scope of Services has been prepared based on discussions with City staff. This scope is the basis for the engineering hours and costs. The overall goal of this project is to optimize required future investments at the E.A. Fairbairn Water Treatment Plant (EAFWTP) to meet future water supply needs.

The current capacity of the Sacramento River WTP is 160 mgd (after construction of the currently underway Rehabilitation Project), and under Hodge Flow conditions the E.A. Fairbairn WTP reliable capacity is 100 mgd during peak demand periods. To meet the currently projected likely peak demand of 410 mgd as described in the current Water Master Plan, utilizing a conjunctive use approach, an additional 150 mgd of capacity is required from surface water supplies. This project will evaluate feasible options for meeting that demand and recommend an approach.

The project has been broken into two phases, with Phase I detailed scope presented below. The detailed scope for Phase II, which consists of preliminary design of rehabilitation of select portions of EAFWTP and is dependent on the findings of Phase I, will therefore be developed at the conclusion of Phase I.

PHASE I

TASK 1 – PROJECT STARTUP

Under this first task, project startup shall be completed.

Task 1.1 – Project Management Kick-Off Workshop

Under this subtask, CONTRACTOR's project manager (PM) and project engineer (PE) shall meet with the City's management team for the project. The purpose of this workshop will be to:

- Review the overall goals of the project.
- Review the project scope items designed to attain the identified goals and the project schedule.
- Discuss the project decision-making process and method for recording project decisions.
- Discuss the City's vision for the project and how the project fits into the overall activities and planning for the water treatment plants and water demand and production.
- Review the meeting dates and deliverables for the project to verify that they meet the City's needs.
- Discuss future preliminary design tasks for improvements at EAFWTP and their dependence on the outcome from this first project phase.

Task 1 Deliverable:

Project Management Kickoff Meeting Minutes

TASK 2 - INITIAL ASSESSMENTS

Under this task, CONTRACTOR will perform initial assessments of various project components including EAFWTP assessment, intake alternatives, raw water conveyance alternatives, and finished water conveyance alternatives. Also developed under this task will be alternative water supply options to EAFWTP including expansion of SRWTP, a new WTP in north Natomas, or a combination of these alternatives, as described further below. This task consists of the following subtasks.

Task 2.1 – Supply and Demand

The first subtask to be performed will be a basic review of existing documentation regarding water supply alternatives and demand projections to allow the PM and PE to have a basic understanding of previous work. The following documents will be reviewed:

- Water Supply Master Plan, 2013
- EBMUD/Sacramento Joint Water Supply Project Report
- Natomas Joint Vision and Northwest Master Plan Documentation
- Sacramento River Water Reliability Study
- 2009 SRWTP and EAFWTP Capacity Optimization, Remaining Life, and Reliability Improvement Study
- Applicable Water Forum Reports

Based upon these documents, the City will provide the CONTRACTOR with the following that CONTRACTOR will utilize as the basis for the project evaluations and analyses:

- Demand projection curve(s)
- Geographic distribution of current and projected future demands
- Changes to basis for, and findings of, the reports listed above since publication
- Groundwater wells reliable capacities
- Current and future wholesale demands with/without Hodge Flow Restrictions

CONTRACTOR will review the project basis documents provided by the City and provide comments.

Task 2.2 – EAFWTP Assessment

The purpose of this subtask is to identify current conditions of the EAFWTP in order to identify the required rehabilitation and improvement projects necessary to provide the optimum production capacity for at least the next 50 years ranging from 100 to 250 mgd.

Under this subtask CONTRACTOR's PM and PE will attend a meeting with City staff knowledgeable about the current conditions of the EAFWTP to review previous recommendations of the 2009 Capacity and Reliability Study (Study). The meeting will focus on confirming those needs as well as identifying additional needs determined over the last four (4) years since the Study was concluded.

CONTRACTOR will perform a walkthrough of the facility with City staff to verify needs discussed during the meeting. A specialty concrete testing firm will perform core sampling and testing of the concrete to determine concrete integrity and provide recommendations on rehabilitation needed for the concrete in Trains 1/2 and the original filters. Because the facilities need to be empty to perform core sampling, it is anticipated that this work will be completed in October 2013. Results from the analysis will be incorporated into the final version of the technical memorandum covering this portion of the work.

Some rehabilitation projects identified in the previous study will be addressed separately by the City including gate replacements at the grit basin and clearwell, intake, High Service Pump Station (HSPS) modifications, as well as the grit basin Motor Control Center (MCC). CONTRACTOR will evaluate the rehabilitation alternatives of Trains 1/2 and the original filters. CONTRACTOR will also investigate the ability of Trains 3/4 to provide additional pretreatment capacity through the addition of plate settlers. Consideration of increasing the loading rate on Filters 9-16 to up to 8 gallons per minute per square foot (gpm/sf) will also be evaluated. No full-scale plant testing has been included in the project at this time.

After the various rehabilitation projects have been evaluated by CONTRACTOR, CONTRACTOR and the City will hold a workshop with plant operators to agree upon the reliable capacity of each existing treatment train as well as the capacity of the treatment trains after possible rehabilitation and

improvement projects. Improvements needed to provide split treatment processes for two different raw water qualities (i.e. current American River intake water quality and new intake Sacramento River water quality) will also be addressed.

A Draft Technical Memorandum No. 1 (TM1) will be prepared documenting the current conditions of the EAFWTP and rehabilitation and individual improvement projects to be considered for maintaining and/or increasing the reliable capacity of the plant. Options will include providing capacity through rehabilitation of Train 1/2 and the original filters as well as increasing the production capacity of Trains 3/4 and the newer filters. Phasing of required improvements will also be discussed. Five (5) hard copies and a pdf file will be delivered to the City for review. After comments are received from the City a revised draft indicating changes made to address comments, as well as a Final TM1 will be prepared and delivered with all of the final TM's in a single project report binder. Five copies of the final project report binder will be delivered and a pdf file.

Task 2.3 –New Intake Assessment

The purpose of this subtask is to determine the feasibility of up to three (3) possible intake locations on the Sacramento River and American River to serve as a new raw water supply for EAFWTP under a “pump back” scenario or for an expanded SRWTP. CONTRACTOR will use the previous Joint Water Supply Project documents as a basis for selecting potential locations on the American River. In addition, a new intake on the Sacramento River will also be considered. The impact of potential modifications in future fish screen velocity criteria will be considered based on review of a memo prepared by Robertson-Bryan, Inc. Factors to be evaluated in this preliminary evaluation will include:

- Land availability
- Channel bathymetry
- Sedimentation characteristics
- Conveyance right-of-way availability
- Environmental constraints/benefits (endangered species issues, rearing habitat, others) based on review of existing information and reconnaissance-level site visit of each proposed intake location
- Permit requirements (Levees, fish screen design criteria)
- Anticipated river water quality
- Siting of support facilities (i.e. grit basin for Sacramento River intake)
- Type of feasible intakes
- Anticipated public opinion

As part of this task, a meeting will be held with the City and Save the American River Association and Friends of the River to gage the opinions of local environmental organizations on intake locations and types and to obtain relevant information on environmental constraints and benefits and potential permitting requirements.

A Technical Memorandum No. 2 (TM2) will be prepared documenting the identification and initial feasibility of the possible intake locations considered, and narrowing the alternatives recommended for further evaluation to a maximum of two (2), one each for the Sacramento and American Rivers. Phasing of required improvements will also be discussed. Five (5) hard copies and a pdf file will be delivered to the City for review. After comments are received from the City a revised draft indicating changes made to address comments, as well as a Final TM2 will be prepared and delivered with all of the final TM's in a single project report binder. Five copies of the final project report binder will be delivered and a pdf file.

Task 2.4 – Conveyance Assessment

The purpose of this subtask is to identify the raw water and finished water conveyance needs to support the optimum EAFWTP capacities utilizing the “pump back” concept.

For the raw water conveyance facilities, CONTRACTOR will use the previous Joint Water Supply Project documents as a basis for selecting potential pipeline alignments from the proposed intake location, identified under Task 2.3, on the American River. In addition, alignments from a new intake on the Sacramento River will also be evaluated. Up to three (3) total alignments will be identified and further developed, including a new alignment along the American River bike path. Pipeline sizing will be developed for up to three (3) capacities between 60 mgd and 150 mgd to identify optimum system hydraulics in tandem with required modifications at EAFWTP for the respective capacities. Factors to be evaluated in this preliminary evaluation will include:

- Pipeline sizing to meet treatment capacity needs
- Preliminary right-of-way availability
- Anticipated construction methods (i.e. trenchless sections of pipe)
- River crossings
- Length of pipe to EAFWTP and SRWTP
- Environmental constraints/benefits based on review of existing information and reconnaissance level (drive-by) review of proposed alignments
- Permit requirements
- Anticipated public opinion

City modelers will provide CONTRACTOR finished water conveyance requirements from EAFWTP for up to three optimum plant capacities between 100 and 250 mgd to determine optimum system hydraulics compared to other water supply options identified under Task 2.5. As part of Task 3.2, CONTRACTOR will provide cost estimates for the options to be considered for finished water conveyance.

For right-of-way needs determination, it has been assumed that the proposed alignments will generally be in existing public right-of-ways, either through city streets or other public lands. This preliminary right-of-way evaluation will also look at specific points along the alignment, for instance, access from a proposed intake location to a city street or a river crossing location. CITY will evaluate GIS maps to determine feasibility of alignment. A detailed alignment study will not be performed by CONTRACTOR.

Technical Memorandum No. 3 (TM3) will be prepared documenting the identification and initial feasibility of the proposed raw and finished water conveyance alignments identified, and narrowing the alternatives recommended for further evaluation to a maximum of two (2) raw water alignments and a single set of finished water transmission main projects. Phasing of required improvements will also be developed. Five (5) hard copies and a pdf file will be delivered to the City review. After comments are received from the City a revised draft indicating changes made to address comments, as well as a Final TM3 will be prepared and delivered with all of the final TM’s in a single project report binder. Five copies of the final project report binder will be delivered and a pdf file.

Task 2.5 – Alternative Supply Assessment

The purpose of this subtask is to evaluate alternative supply options for comparison against the baseline “pump back” options being considered. This will allow costs, risks, and feasibility to be compared directly to other water supply alternatives that could be phased to meet future water demands. Concepts will be developed under this subtask and evaluated under Task 3 of this project for the following supply alternatives:

- Alternative No. 1. Expansion of the SRWTP by up to 150 mgd, including intake, raw water conveyance to meet projected future demand growth locations. It is assumed City Modelers will provide finished water conveyance requirements. Costs will be taken from the current Water Master Plan cost curves.
- Alternative No. 2. Construction of a new WTP in north Natomas, similar to the concepts previously developed under the “Sacramento River Water Reliability Study” for up to 150 mgd, including intake, raw water conveyance, and finished water conveyance to meet projected future demand growth locations. Costs will be taken from the current Water Master Plan cost curves.

For each alternative, the following factors will be evaluated:

- Location
- Treatment requirements
- Conveyance requirements (from City)
- Feasibility of phasing
- Finished water quality
- Environmental constraints/benefits
- Permit and environmental documentation requirements
- Estimated capital costs (from Water Master Plan)

Technical Memorandum No. 4 (TM4) will be prepared documenting the conceptual water supply alternatives. Five (5) hard copies and a pdf file will be delivered to the City for review. After comments are received from the City a revised draft indicating changes made to address comments, as well as a Final TM4 will be prepared and delivered with all of the final TM’s in a single project report binder. Five copies of the final project report binder will be delivered and a pdf file.

After all Draft TM’s have been submitted, a workshop will be held (included as part of Task 3.2) with City staff to review the initial assessments of the intake, raw and finished water conveyance, EAFWTP improvements, and alternative water supply options. CONTRACTOR’s PM and PE will attend the meeting.

Task 2 Deliverables:

- Comments on City provided Project Basis Documents
- Draft TM1 – EAFWTP Rehabilitation and Upgrade Alternatives Development
- Draft TM2 – New Intake Alternatives Development
- Draft TM3 – Raw Water and Finished Water conveyance Alternatives Development
- Draft TM4 – Alternative Water Supply Options Development
- Minutes from EAFWTP Capacity Workshop

TASK 3 – ALTERNATIVES ANALYSIS AND COST ESTIMATING

Under Task 3, CONTRACTOR will further evaluate water supply alternatives for the “pump back” option as well as other water supply alternatives initially developed under subtask 2.5.

Task 3.1 – “Pump Back” Alternative Selection

From the short listed alternatives for each component selected under Task 2, components will be paired together to create a preferred single complete water supply alternative (i.e., intake, raw water conveyance, EAFWTP improvements, and finished water conveyance) for production goals ranging from an additional 60 mgd to 150 mgd to determine the optimum investment point.

Task 3.2 – Water Supply Alternatives Evaluation

Under this subtask, the selected “pump back” alternative will be compared to the alternative water supply concepts developed under subtask 2.5. Feasibility, risks, permitting, and capital cost will be developed for each of the following concepts to select the optimized production capacities between 60 mgd and 150 mgd:

- Selected “pump back” concept
- Expansion of SRWTP
- Construction of a new WTP on the Sacramento River

The ability to phase each alternative will also be considered, including phased capacities and costs.

A workshop will be held to review the evaluation and a Draft Technical Memorandum No. 5 (TM5) will be prepared documenting and ranking the conceptual water supply alternatives evaluated. Five hard copies and a pdf file will be delivered to the City. After comments are received from the City a revised draft indicating changes made to address comments, as well as a Final TM5 will be prepared and delivered with all of the final TM’s in a single project report binder. Five copies of the final project report binder will be delivered and a pdf file.

Task 3.3 – Determine EAFWTP Preliminary Design Components

Based on the alternative selected in subtask 3.2, this task will identify the needed improvements and rehabilitation at EAFWTP to allow implementation of the selected concept. A list of projects will be developed, along with a timeline for implementation. This will include projects to rehabilitate Trains 1/2 and the original filters, if the selected option includes their short-term and long-term operation. This will allow the scoping of Phase II of this project. Findings will be incorporated into TM 5, being prepared under Task 3.2.

Task 3.4 – Final Project Report

After all workshops and comments on all draft technical memoranda have been completed, CONTRACTOR will produce a Final Project Report containing final versions of all of the technical memoranda and an executive summary covering the findings of all of the memoranda. A Draft Executive Summary will be submitted to the City for review. Upon receipt of comments the Final Project Report will be produced. A draft version of the Final Project Report will not be produced. Five hard copies and a pdf copy of the Final Project Report will be delivered to the City.

Task 3 Deliverables:

- Draft TM5 – Water Supply Alternatives Analysis and Cost Estimates
- Minutes from Water Supply Alternatives and Cost Estimates Workshop
- Draft Executive Summary
- Final Project Report including final versions of all technical memoranda and an Executive Summary

TASK 4 - BUDGET, BILLING, AND PROJECT MANAGEMENT

The purpose of this task is to establish and maintain effective project management and quality management communication for the project.

CONTRACTOR will provide billing invoices to the CITY, for work completed. CONTRACTOR will submit invoices on a monthly basis. A detailed description of the work completed for each billing period will be included with the invoice. All invoicing will directly relate to the agreed scope of services.

Task 4 Deliverables:

- Project invoices
- Project Status Reports, submitted monthly with the project invoices

PHASE II

Detailed scope to be developed after completion of Phase I.

SCHEDULE

The Work described in the Phase I scope of work above will be completed within 6 months of Notice to Proceed. It has been assumed that City comments on deliverables will be provided within 2 weeks of each draft submittal.

EXHIBIT B

PROFESSIONAL SERVICES AGREEMENT FOR DESIGN PROFESSIONALS

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 \$299,080.
2. **Billable Rates.** CONTRACTOR shall be paid for the performance of Services on an hourly rate basis, as set forth in the Estimate of Costs in Attachment 1 to Exhibit B, and the Fee Schedule in Attachment 2 to Exhibit B, both attached hereto and incorporated herein.

Fees and expenses for work performed by sub-consultants shall also be identified on the monthly invoices to the CITY. Copies of billing invoices of sub-consultants to CONTRACTOR shall be provided with the monthly invoices of CONTRACTOR to CITY. Non-salary expenses will be charged a Project Equipment Communication Expense (PECE) at a rate per labor hour, as set forth in Attachment 2 to Exhibit B. The PECE cost rate shall cover the incidental cost for telecommunication, postage, computers, incidental photocopying, and related equipment. It does not include the cost for large print jobs of major documents, which will be billed at actual cost plus 10 percent.

3. **CONTRACTOR's Reimbursable Expenses.** Reimbursable Expenses shall be limited to actual expenditures of CONTRACTOR for expenses that are necessary for the proper completion of the Services and shall only be payable if specifically authorized in advance by CITY.
4. **Payments to CONTRACTOR.**

A. Payments to CONTRACTOR shall be made within a reasonable time after receipt of CONTRACTOR's invoice, said payments to be made in proportion to services performed or as otherwise specified in Attachment 1 to Exhibit B. CONTRACTOR may request payment on a monthly basis. CONTRACTOR shall be responsible for the cost of supplying all documentation necessary to verify the monthly billings to the satisfaction of CITY.

B. All invoices submitted by CONTRACTOR shall contain the following information:

- (1) Job Name
- (2) Description of services billed under this invoice, and overall status of project
- (3) Date of Invoice Issuance
- (4) Sequential Invoice Number
- (5) CITY's Purchase Order Number
- (6) Total Contract Amount
- (7) Amount of this Invoice (Itemize all Reimbursable Expenses)
- (8) Total Billed to Date
- (9) Total Remaining on Contract
- (10) Updated project schedule. This shall identify those steps that shall be taken to bring the project back on schedule if it is behind schedule.

- C. Items shall be separated into Services and Reimbursable Expenses. Billings that do not conform to the format outlined above shall be returned to CONTRACTOR for correction. CITY shall not be responsible for delays in payment to CONTRACTOR resulting from CONTRACTOR's failure to comply with the invoice format described below.
- D. Requests for payment shall be sent to:

City of Sacramento, Dept. of Utilities
1395 35th Avenue, Sacramento, CA 95822
(916) 808-1410 / 808-1497 / sswilliams@cityofsacramento.org
Attn: Stu Williams

5. Additional Services. Additional Services are those services related to the scope of services of CONTRACTOR set forth in Exhibit A but not anticipated at the time of execution of this Agreement. Additional Services shall be provided only when a Supplemental Agreement authorizing such Additional Services is approved by CITY in accordance with CITY's Supplemental Agreement procedures. CITY reserves the right to perform any Additional Services with its own staff or to retain other consultants to perform said Additional Services.

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

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

Attachment 1 to EXHIBIT B

EAFWTP PUMP BACK and PRELIMINARY REHABILITATION ALTERNATIVES EVALUATION

Estimate of Costs

TASK	LABOR							OTHER DIRECT COSTS							COST SUMMARY			
	Cleveland	Tim Taylor	Bench	Dadk	Carlson			PECE	Subconsultants			Subcontractor + 10% Markup	Misc. Costs and Printing	Travel	Total ODCs	Total		
	Senior Prof	Senior Prof	Senior Prof	Profess.	Profess.	Word Process.	Subtotals		Deere & Ault-Ray Eldridge	ESA-Catherine McEfee	Conc. Science - Ashok Kakade							
	\$257	\$257	\$257	\$227	\$182	\$99	Hours	Budget										
Column 1	3	4	5	6	9	10	11	12	13	14	15	17	18	19	20	21	22	
TASK 1 - PROJECT STARTUP																		
1.1 Project Management Kick-Off/Works hop	8				12	4	24	\$4,636	\$281						\$950	\$1,231		
Task 1 Total Hours	8	0	0	0	12	4	24											
Task 1 Total Budget	\$2,056	\$0	\$0	\$0	\$2,184	\$396		\$4,640	\$280	\$0	\$0	\$0	\$0	\$0	\$950	\$1,230	\$5,870	
TASK 2- INITIAL ASSESSMENT																		
2.1 Supply and Demand																		
2.1.1 Review Exist Docs - Water Supply Masterplan, 2013	2				1		3	\$696	\$35								\$35	
2.1.2 Review Exist Docs - EMWD/Sac Joint Water Supply Prjct Rpt	2	2			1		5	\$1,210	\$69	\$250	\$250	\$500	\$500				\$609	
2.1.3 Review Exist Docs - Natomas Jnt Vision & NW Masterplan Docs	2				1		3	\$696	\$35								\$35	
2.1.4 Review Exist Docs - Sac River Water Reliability Study	4				2		6	\$1,392	\$70								\$70	
2.1.5 Review Exist Docs - 2009 SRWTP and EAFWTP Cap... Stdy	2				1		3	\$696	\$35								\$35	
2.1.6 Review Exist Docs - Water Forum Reports	2				1		3	\$696	\$35	\$250	\$250	\$500	\$500				\$585	
2.1.7 Review and Provide Comments on City Provided Basis Documents	2	2			2	2	8	\$1,590	\$94	\$250	\$250	\$500	\$500				\$644	
Task 2.1 Total Hours	16	4	0	0	9	2	31											
Task 2.1 Total Budget	\$4,112	\$1,028	\$0	\$0	\$1,638	\$198		\$6,980	\$360	\$750	\$750	\$0	\$1,500	\$1,650	\$0	\$0	\$2,010	\$8,990
2.2 EAFWTP Assessment																		
2.2.1 EAFWTP Capacity Works hop (w/ minutes)	8				24	4	36	\$6,820	\$421						\$950		\$1,371	
2.2.2 EAFWTP Structural Assessment	4			36	6	6	52	\$10,886	\$608			\$13,000	\$13,000	\$14,300			\$14,908	
2.2.3 EAFWTP Train 1/2 and Original Filter Assessment	4		4		28		36	\$7,152	\$421								\$421	
2.2.4 EAFWTP Train 3/4 Plate and Filter Assessment	4		4		28		36	\$7,152	\$421								\$421	
2.2.5 EAFWTP Split Treatment Assessment	2		2		8		12	\$2,484	\$140								\$140	
2.2.6 EAFWTP Capacity Selection Workshop (w/ minutes)	4		8		16	4	32	\$6,392	\$374						\$950		\$1,324	
2.2.7 Draft Technical Memorandum No. 1 (5 hard copies, 1 PDF)	16			4	16	8	44	\$8,724	\$515						\$500		\$1,015	
Task 2.2 Total Hours	42	0	18	40	126	22	248											
Task 2.2 Total Budget	\$10,794	\$0	\$4,626	\$9,080	\$22,932	\$2,178		\$49,610	\$2,900	\$0	\$0	\$13,000	\$13,000	\$14,300	\$500	\$1,900	\$19,600	\$69,210
2.3 New Intake Assessment																		
2.3.1 Meeting with "Save the American River Association"	4						4	\$1,028	\$47	\$2,500	\$1,000		\$3,500	\$3,850			\$3,897	
2.3.2 Meeting with "Friends of the River"	4						4	\$1,028	\$47	\$2,500	\$1,000		\$3,500	\$3,850			\$3,897	
2.3.3 Evaluate Three (3) Intake Locations (based upon previous rpt)	4				8		12	\$2,484	\$140	\$15,000	\$5,500		\$20,500	\$22,500			\$22,690	
2.3.4 Draft Technical Memorandum No. 2 (5 hard copies, 1 PDF)	4				24	8	36	\$6,188	\$421	\$4,000	\$2,000		\$6,000	\$6,600	\$500		\$7,521	
Task 2.3 Total Hours	16	0	0	0	32	8	56											
Task 2.3 Total Budget	\$4,112	\$0	\$0	\$0	\$5,824	\$792		\$10,730	\$660	\$24,000	\$9,500	\$0	\$33,500	\$36,850	\$500	\$0	\$38,010	\$48,740
2.4 Conveyance Assessment																		
2.4.1 Evaluate Three (3) Raw Water Conveyance Routes	12	24			72		108	\$22,356	\$1,264			\$5,500	\$5,500	\$6,050			\$7,314	
2.4.2 Finished Water Conveyance Routes (City Provided)	2	3			8		13	\$2,741	\$152			\$1,500	\$1,500	\$1,650			\$1,802	
2.4.3 Draft Technical Memorandum No. 3 (5 hard copies, 1 PDF)	6	8			16	8	38	\$7,302	\$445			\$2,000	\$2,000	\$2,200	\$500		\$3,145	
Task 2.4 Total Hours	20	35	0	0	96	8	159											
Task 2.4 Total Budget	\$5,140	\$8,995	\$0	\$0	\$17,472	\$792		\$32,400	\$1,860	\$0	\$9,000	\$0	\$9,000	\$9,900	\$500	\$0	\$12,260	\$44,660
2.5 Alternative Supply Assessment																		
2.5.1 Evaluate Expansion of the SRWTP by up to 150 MGD	10	4			32		46	\$9,422	\$538			\$2,000	\$2,000	\$2,200			\$2,738	
2.5.2 Evaluate Construction of New WTP North of Natomas	8	4			32		44	\$8,908	\$515			\$2,000	\$2,000	\$2,200			\$2,715	
2.5.3 Draft Technical Memorandum No. 4 (5 hard copies, 1 PDF)	8				24	8	40	\$7,216	\$468			\$2,000	\$2,000	\$2,200	\$500		\$3,168	
Task 2.5 Total Hours	26	8	0	0	88	8	130											
Task 2.5 Total Budget	\$6,882	\$2,056	\$0	\$0	\$16,016	\$792		\$25,550	\$1,520	\$0	\$6,000	\$0	\$6,000	\$6,600	\$500	\$0	\$8,620	\$34,170
Task 2 Total Hours	120	47	18	40	351	48	624											
Task 2 Total Budget	\$30,840	\$12,079	\$4,626	\$9,080	\$63,882	\$4,752		\$125,270	\$7,300	\$24,750	\$25,250	\$13,000	\$63,000	\$69,300	\$2,000	\$1,900	\$80,500	\$205,770

Attachment 1 to EXHIBIT B

EAFWTP PUMP BACK and PRELIMINARY REHABILITATION ALTERNATIVES EVALUATION

Estimate of Costs

TASK	LABOR							OTHER DIRECT COSTS							COST SUMMARY				
	Cleveland	Tim Taylor	Bench	Dadik	Carlson	Word	Subtotals	PECE	Subconsultants			Sub-contractor + 10% Markup	Misc. Costs and Printing	Travel	Total ODCs	Total			
	Senior Prof	Senior Prof	Senior Prof	Profess.	Profess.	Process.			Deere & Ault - Ray Eldrige	ESA - Catherine McEhee	Conc. Science - Ashok Kakade								
	\$257	\$257	\$257	\$227	\$182	\$99	Hours	Budget	12	13	14	15	17	18	19	20	21	22	
TASK 3 - ALTERNATIVES ANALYSIS AND COST ESTIMATING	Column	1	3	4	5	6	9	10	11	12	13	14	15	17	18	19	20	21	22
3.1 "Pump Back" Alternative Selection & Workshop		16	4	4		32	4	60	\$12,388	\$702				\$0	\$0		\$950	\$1,652	
3.2 Water Supply Alternatives Evaluation														\$0	\$0			\$0	
3.2.1 Evaluate "Pump Back" Alternative		4	2			20		26	\$5,182	\$304				\$0	\$0			\$304	
3.2.2 Evaluate SRWTP Expansion Alternative		6	2			20		28	\$5,696	\$328				\$0	\$0			\$328	
3.2.3 Evaluate New WTP on Sac River Alternative		4	2			20		26	\$5,182	\$304				\$0	\$0			\$304	
3.2.4 Water Supply Alternatives Evaluation Workshop		8				24	4	36	\$6,820	\$421				\$0	\$0		\$950	\$1,371	
3.2.5 Draft Technical Memorandum No. 5 (5 hard copies, 1 PDF)		10	4			24	8	46	\$8,758	\$538	\$250	\$250		\$500	\$550	\$500		\$1,588	
3.3 Determine EAFWTP Preliminary Design Components		4		2		8		14	\$2,998	\$164				\$0	\$0			\$164	
3.4 Final Project Report																			
3.4.1 Draft Executive Summary (5 hard copies, 1 PDF)		6	4			24	6	40	\$7,532	\$468	\$250	\$250		\$500	\$550	\$250		\$1,268	
3.4.2 Final Project Report (5 hard copies, 1 PDF)		8	2			32	24	66	\$10,770	\$772	\$250	\$250		\$500	\$550	\$1,000		\$2,322	
Task 3 Total Hours		66	20	6	0	204	46	342											
Task 3 Total Budget		\$16,962	\$5,140	\$1,542	\$0	\$37,128	\$4,554		\$65,330	\$4,000	\$750	\$750	\$0	\$1,500	\$1,650	\$1,750	\$1,900	\$9,300	\$74,630
TASK 4 - BUDGET, BILLING, AND PROJECT MANAGEMENT																			
4.1 Project Management		24						24	\$6,168	\$281				\$0	\$0	\$0		\$281	
4.2 Project Invoices		8						8	\$2,056	\$94				\$0	\$0	\$0		\$94	
4.3 Project Status Reports		16						16	\$4,112	\$187				\$0	\$0	\$0		\$187	
Task 4 Total Hours		48	0	0	0	0	0	48											
Task 4 Total Budget		\$12,336	\$0	\$0	\$0	\$0	\$0		\$12,340	\$560	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$470	\$12,810
TOTALS																			
hours		242	67	24	40	567	98	1038											
dollars		\$62,194	\$17,219	\$6,168	\$9,080	\$103,194	\$9,702		\$207,580	\$12,140	\$25,500	\$26,000	\$13,000	\$64,500	\$70,950	\$3,750	\$4,750	\$91,500	\$299,080

Attachment 2 to EXHIBIT B

EAFWTP PUMP BACK and PRELIMINARY REHABILITATION ALTERNATIVES EVALUATION

Fee Schedule

CAROLLO ENGINEERS, INC. Schedule as of January 1, 2013

	<u>Hourly Rate</u>
Engineers/Scientists	
Assistant Professional	\$149.00
Professional	182.00
Project Professional	216.00
Lead Project Professional	236.0
Senior Professional	257.00
Senior Process Specialist	346.00
Technicians	
Technicians	111.00
Senior Technicians	157.00
Support Staff	
Document Processing / Clerical	99.00
Project Equipment Communication Expense (PECE) Per DL Hour	11.70
Other Direct Expenses	
Travel and Subsistence	at cost
Mileage at IRS Reimbursement Rate Effective January 1, 2013	\$.565 per mile
Subconsultant	cost + 10%
Other Direct Cost	cost + 10%
Expert Witness	Rate x 2.0

This fee schedule is subject to annual revisions due to labor adjustments

EXHIBIT C

PROFESSIONAL SERVICES AGREEMENT FOR DESIGN PROFESSIONALS

FACILITIES AND EQUIPMENT TO BE PROVIDED BY CITY

CITY shall [*check one*]

Not furnish any facilities or equipment for this Agreement; or

Furnish the following facilities or equipment for the Agreement

EXHIBIT D

PROFESSIONAL SERVICES AGREEMENT FOR DESIGN PROFESSIONALS

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

EXHIBIT D

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

EXHIBIT D

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

EXHIBIT D

performed their respective obligations under this Agreement, unless sooner terminated as provided herein.

- B. CITY shall have the right at any time to temporarily suspend CONTRACTOR's performance hereunder, in whole or in part, by giving a written notice of suspension to CONTRACTOR. If CITY gives such notice of suspension, CONTRACTOR shall immediately suspend its activities under this Agreement, as specified in such notice.
- C. CITY shall have the right to terminate this Agreement at any time by giving a written notice of termination to CONTRACTOR. If CITY gives such notice of termination, CONTRACTOR shall immediately cease rendering Services pursuant to this Agreement. If CITY terminates this Agreement:
 - (1) CONTRACTOR shall, not later than five days after such notice of termination, deliver to CITY copies of all information prepared pursuant to this Agreement.
 - (2) CITY shall pay CONTRACTOR the reasonable value of Services rendered by CONTRACTOR prior to termination; provided, however, CITY shall not in any manner be liable for lost profits that might have been made by CONTRACTOR had the Agreement not been terminated or had CONTRACTOR completed the Services required by this Agreement. In this regard, CONTRACTOR shall furnish to CITY such financial information as in the judgment of the CITY is necessary for CITY to determine the reasonable value of the Services rendered by CONTRACTOR. The foregoing is cumulative and does not affect any right or remedy that CITY may have in law or equity.

10. Indemnity.

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

EXHIBIT D

- 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:

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

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

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

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

EXHIBIT D

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:

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

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

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

C. Other Insurance Provisions

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

- (1) Except for professional liability, CONTRACTOR's insurance coverage shall be primary insurance as respects CITY, its officials, employees and volunteers. Any insurance or self-insurance maintained by CITY, its officials, employees or volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it.
- (2) 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.
- (3) 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

EXHIBIT D

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

EXHIBIT D

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.

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, corporation, company, or combination thereof, that enters into a Contract with the City. "Contractor" does not include a public entity.

EXHIBIT E

REQUIREMENTS OF THE NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

“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 directly 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.

DECLARATION OF COMPLIANCE
Equal Benefits Ordinance

Name of Contractor: Carollo Engineers

Address: 2880 Gateway Oaks Drive, Suite 300, Sacramento, CA 95833

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

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

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

4. Contractor understands that Contractor will not be considered to be discriminating in the provision or application of employee benefits under the following conditions or circumstances:
 - a. If the actual cost of providing a benefit to a domestic partner or spouse exceeds the cost of providing the same benefit to a spouse or domestic partner of an employee, Contractor will not be required to provide the benefit, nor shall it be deemed discriminatory, if Contractor requires the employee to pay the monetary difference in order to provide the benefit to the domestic partner or to the spouse.
 - b. If Contractor is unable to provide a certain benefit, despite taking reasonable measures to do so, if Contractor provides the employee with a cash equivalent Contractor will not be deemed to be discriminating in the application of that benefit.
 - c. If Contractor provides employee benefits neither to employee’s spouses nor to employee’s domestic partners.
 - d. If Contractor provides employee benefits to employees on a basis unrelated to marital or domestic partner status.
 - e. If Contractor submits written evidence of making reasonable efforts to end discrimination in employee benefits by implementing policies that will be enacted before the first effective date after the first open enrollment process following the date this Agreement is executed by the City of Sacramento (“City”). Contractor understands that any delay in the implementation of such policies may not exceed one (1) year from the date this Agreement is executed by the City, and applies only to those employee benefits for which an open enrollment process is applicable.
 - f. Until administrative steps can be taken to incorporate nondiscrimination in employee benefits. The time allotted for these administrative steps will apply only to those employee benefits for

which administrative steps are necessary and may not exceed three (3) months from the date this Agreement is executed by the City.

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

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

Signature of Authorized Representative

Date

Print Name

Title