

**Meeting Date:** 10/7/2014

**Report Type:** Consent

**Report ID:** 2014-00641

**Title: Agreements: Flood Emergency Response Projects with United Research Services Corporation, CH2MHill, and Geotechnical Engineers, Inc.**

**Location:** Citywide

**Recommendation:** Pass a Motion authorizing the City Manager or the City Manager's designee to execute professional services agreements with 1) United Research Services Corporation, to provide individual Emergency Action Plans (EAPs) for each partnering agency and compile a Regional Master EAP using the individual EAPs, in an amount of \$144,741; 2) CH2MHILL, to provide Training, Table Top Exercise, and Functional Exercise services, in an amount of \$178,290; and 3) Geotechnical Engineers, Inc. Consultants, Inc. ,to revise the City of Sacramento/County of Sacramento Rescue and Evacuation Mapping, in an amount of \$173,128.

**Contact:** Michael Malone, Operations Manager, (916) 808-6226; Pete Millino, Operations & Maintenance Superintendent, (916) 808-5173, Department of Utilities

**Presenter:** None

**Department:** Department Of Utilities

**Division:** Operations & Maintenance Admin

**Dept ID:** 14001211

**Attachments:**

- 1-Description/Analysis
- 2-Background
- 3-Exhibit A RFP Emergency Action Plan
- 4-Exhibit B PSA Emergency Action Plan
- 5-Exhibit C RFP Flood Plan Maps
- 6-Exhibit D PSA Flood Plan Maps
- 7-Exhibit E RFP Training and Exercise
- 8-Exhibit F PSA Training and Exercise

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**City Attorney Review**

Approved as to Form  
Joe Robinson  
9/25/2014 2:51:49 PM

**Approvals/Acknowledgements**

Department Director or Designee: Bill Busath - 9/16/2014 1:24:13 PM

## Description/Analysis

**Issue:** On August 12, 2014, the Department of Utilities (DOU) entered into a sub-award agreement with Sacramento County to receive and utilize the City's share of grant funding in the amount of \$728,164 to be used for Statewide Flood Emergency Response Projects (Resolution 2014-0281). This report request authorization to execute three professional service agreements with the following contractors: United Research Services (URS), Geotechnical Engineers, Inc. (GEI), and CH2MHILL, for services that will be funded with the grant funding. These services include 1) Emergency Action Plans updates of multiple agencies, including DOU, 2) Update Flood Plan and Maps, and 3) Training, Table-top Exercises and Functional Exercises on the Emergency Action Plans.

**Policy Considerations:** City Council approval is required for contracts of \$100,000 or more.

**Economic Impacts:** Not Applicable

**Environmental Considerations:** The Community Development Department, Environmental Planning Services has reviewed the project and has determined the execution of three professional services agreements for updating plans, maps and training is not considered a "project" under the California Environmental Quality Act (CEQA) Guidelines, Section 15378. The actions are administrative governmental activities that will not result in physical changes in the environment.

**Sustainability:** Not Applicable

**Commission/Committee Action:** Not Applicable

**Rationale for Recommendation:** The DOU has an ongoing need to improve flood emergency response to ensure the continued safety of the City's residents. The grant-funded tasks provide for updating flood plans and maps, updating the Emergency Action Plans of multiple agencies, the upgrade of City water level sensors, the upgrade of the public alert notification system, and training and exercises throughout the process to ensure that the upgrades are effective.

Three separate Requests for Proposals (RFPs) were issued and proposals were received from the following firms (in alphabetical order): Aanko Technologies, AMEC, Connect Consulting Services, Constant & Associates, David Ford, Dease Group, Dewberry, Safety Compliance Management, SRA International, IEM, Engineering/Remediation Resource Group, Safety Compliance Management, Peterson Brustad, and Wood Rogers. United Research Services (URS), Geotechnical Engineers, Inc. (GEI), and CH2MHILL were selected as the top-ranked firms.

**Financial Considerations:** The table below shows the cost associated with each of the requested professional service agreements; sufficient grant funding is available in the Flood Emergency Response grant project (G14110500) authorized by City Council on August 12, 2014 (Resolution 2014-0281) to enter into these agreements.

| Task                               | Consultant | Cost      |
|------------------------------------|------------|-----------|
| Emergency Action Plans             | URS        | \$144,741 |
| Updated Flood Plan and Maps        | GEI        | \$173,128 |
| Training, Table-top, and Exercises | CH2MHILL   | \$178,291 |

**Local Business Development (LBE):** The LBE preference was applied during the selection process. The minimum LBE participation requirement for this project was waived to ensure a competitive solicitation in the best interest of the City.

## Background

The Department of Utilities (DOU) joined a multi-agency collaboration in applying for grant funding from the California Department of Water Resources (CA DWR) for Statewide Flood Emergency Response Projects. The collaboration includes the lead agency Sacramento County Office of Emergency Services (OES), City of Sacramento DOU, American River Flood Control District (ARFCD), and Sacramento Metropolitan Fire (Sac Metro Fire). The grant application consisted of ten project tasks and nine of the tasks were awarded by CA DWR to the lead agency, Sacramento County OES, on behalf of the multi-agency alliance. Sacramento County OES signed a grant agreement with CA DWR on April 29, 2014.

The City was designated as a sub-grantee, and on August 12, 2014, the City entered into a sub-award agreement with Sacramento County (R2014-0281) to receive and utilize the City's share of grant funding in the amount of \$728,164, for management and implementation of eight tasks related to Statewide Flood Emergency Response: 1) Training, 2) Unified Emergency Action Plan, 3) Comprehensive Flood Management Plan, 4) Updated Flood Plan and Maps, 5) Table Top Exercise, 6) Functional Exercise, 7) Flood Warning Sensor Upgrade – City, and 8) Public Alert & Notification System.

DOU issued three Request for Proposals (RFPs) through the City Procurement website for the following project tasks: Emergency Action Plan (Bid# P14141222016); task 2, Updated Flood Plan & Maps (Bid# P14141311015); task 4, and Training, Table Top Exercise and Functional Exercise (Bid# P1414122217); a combination of tasks 1, 5 and 6. Several responses were received and all were evaluated by a cross agency committee consisting of City of Sacramento DOU staff and Sacramento County personnel. Evaluations also included a 5% preference for every Local Business Enterprise (LBE). The minimum LBE participation requirement was waived.



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# **City of Sacramento**

## **Department of Utilities**

### **REQUEST FOR PROPOSALS**

### **P14141222016**

### **Consultant Services for Emergency Action Plan**

**Issued:** April 16, 2014

**Due Date:** May 2, 2014, 2:30 pm deadline

**Submit to:** City of Sacramento  
Department of Utilities  
1391 35<sup>th</sup> Avenue, Sacramento, CA 95822  
Attn: Deanne Neighbours, Administrative  
Technician

For Information Contact:  
Lisa Deklinski, Program Specialist  
(916) 808-3765 (voice) (916) 808-3780 (fax)  
E-Mail: [ldeklinski@cityofsacramento.org](mailto:ldeklinski@cityofsacramento.org)

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**REQUEST FOR PROPOSALS  
CONSULTANT SERVICES FOR EMERGENCY ACTION PLAN**

**April 16, 2014**

**A. INTRODUCTION**

**a. Purpose**

The City of Sacramento (City) is requesting proposals from consultants interested in providing services to the City of Sacramento to provide individual Emergency Action Plans (EAPs) for each partnering agency and compile a Regional Master EAP using the individual EAPs.

This work may be accomplished utilizing subcontractors acceptable to the City.

Interested firms are invited to submit their proposals in accordance with the requirements of this RFP. All proposals shall be submitted in accordance with the format and information listed in Section E. PROPOSAL SUBMITTAL REQUIREMENTS of this RFP.

**b. Deadlines**

If necessary, the last date for posting an Addendum will be April 29, 2014.

Proposals are to be received by 2:30 p.m. on May 2, 2014 as described in Section E of this RFP.

**c. Background**

The Department of Utilities (DOU) is responsible for maintaining the City's Flood Plan, Flood Maps, and Emergency Action Plan. These documents must be updated on a continuous basis to ensure that information is current and applicable.

DOU has joined a multi-agency collaboration to receive grant funding from the California Department of Water Resources (CA DWR) for Statewide Flood Emergency Response Projects. The alliance includes the City of Sacramento Department of Utilities, Sacramento County Office of Emergency Services (Sac OES), Sacramento County Department of Water Resources (Sac DWR), California State University Sacramento (CSUS), American River Flood Control District (ARFCD), and Reclamation District 1000 (RD1000), and Sacramento Metropolitan Fire (Sac Metro Fire). The grant work will have a direct and significant positive impact on the region's ability to respond effectively and efficiently during an emergency. Individual agencies will adopt mutually

supportive training and plans, including processes to combine those plans, to effectively mitigate incidents that escalate beyond their individual capabilities.

The two year grant consists of nine tasks to be managed by the lead agency, Sac OES, on behalf of the multi-agency alliance. DOU will act as the recipient for the grant administrator, Sacramento County OES, and shall contract with a firm to implement multiple assigned tasks. This RFP addresses work within a two year period, beginning upon date of award by CA DWR, covering grant Task 2 which provides for updating the Emergency Action Plans of all six agencies and for creating a Regional Master EAP.

#### **d. Project Budget**

Project has a not-to-exceed budget of \$148,452 for the two year duration of the grant.

### **B. SELECTION PROCESS**

#### **a. Selection Process**

After the submittal deadline has passed, a selection committee comprised of City staff and a participant from another public agency or local utility will rank the proposals in accordance with the criteria provided in Proposal Rating Form (Attachment 4), which include expertise, experience and qualifications; client references; and cost.

A selection of the top ranked firm may be made based solely on the selection committee's review and ranking of the proposals, without conducting any interviews.

Interviews may also be conducted with a minimum of the two top ranked firms determined in the selection. If interviews are held, the selection committee will select the top-ranked firm based on both the proposal rankings and the interview results, as indicated in Attachment 4 – Proposal Rating Form.

The City will enter into negotiations for a Professional Services Agreement (Attachment 5) with the top ranked firm(s). If negotiations are not successful in reaching agreement, the City may enter into negotiations with the next-ranked firm.

Local Business Enterprise (LBE) participation will be considered during proposal evaluation as indicated on Proposal Rating Form (Attachment 4). See Attachment 1 for more information.

The issuance of this RFP shall not be interpreted as, and does not constitute, a representation by the City that any specific firm or firms will be retained to perform any of the services described herein, and a firm shall not acquire any

right or entitlement to be retained for such purpose by virtue of submitting a proposal in response to this RFP.

The City reserves the right to issue additional RFP(s) for the performance of these services during the service period specified below. The City may select qualified firms that submit proposals in response to this RFP, and/or any subsequent RFP, to perform all, some or any of the professional services required by the City. The City also reserves the option to cancel or modify this RFP and the selection process at any time.

**b. Selection Schedule**

|   |                    |
|---|--------------------|
| RFP issued                                | April 16, 2014     |
| Last Day to Ask Questions (if necessary)  | April 28, 2014     |
| Last Addendum Posting Date (if necessary) | April 29, 2014     |
| Proposals due                             | May 2, 2014        |
| Selection Panel                           | May 14, 2014       |
| Informal Interviews (optional)            | TBD                |
| Council Date                              | If applicable, TBD |
| Notice to proceed                         | TBD                |
| Kick-Off Meeting                          | TBD                |

It is important that the firm selected be able to respond quickly during contract negotiations and initiate work as soon as possible after the contract has been approved.

**C. SERVICES REQUESTED**

**SCOPE OF WORK**

This scope of work details the requirements for Emergency Action Plan consultant services. Please address each point of the scope of work in your proposal.

**a. Coordination**

Consultant shall be required to support and coordinate with multiple parties in addition to the City designated Project Manager to complete assigned tasks. Parties may include:

1. City employees designated by City Project Manager
2. Representative(s) from consultant preparing and implementing Training classes
3. Representative(s) from consultant preparing and implementing Tabletop and Functional Exercises
4. Representative(s) from consultant(s) preparing updates to flood related plans and maps

5. Representative(s) from other participating partner agencies including:
  - A. Sacramento County, Office of Emergency Services (Sac OES)
  - B. American River Flood Control District (ARFCD)
  - C. Reclamation District 1000 (RD1000)
  - D. California State University Sacramento (CSUS)
  - E. Sacramento County Department of Water Resources (Sac DWR)

**b. Consultant Services**

Consultant shall design, develop, and deliver an Emergency Action Plan for each of the six participating agencies listed above, as well as a comprehensive Regional Master EAP that incorporates each of the individual plans.

**Design**

Consultant shall use a standardized EAP template provided by CA DWR on both the individual plans and master plan.

- Template shall be presented for consideration, modification, and approval by City Project Manager prior to implementation.
- Consultant shall ensure consistency with Standardized Emergency Management Systems (SEMS), National Incident Management System (NIMS), and the Cal EMA Interoperability Plan.

**Develop**

During the development process, Consultant shall ensure that all individual agency plans are consistent with the agreed standard and ensure compatibility between plans for compilation of Regional Master EAP, which shall also follow the agreed upon standard.

Multiple training sessions and exercises will be implemented by other consultants to troubleshoot the EAPs. Training and exercise consultant(s) shall be required to provide feedback from training and exercise events outlining proposed revisions to the EAP(s). Consultant shall modify all EAP documents as needed. Scope of work is not complete until acceptance of all plans by Sac OES, the grant administrator.

- Consultant shall identify key personnel, successors, and alternates that will be responsible during an incident for each agency
- Consultant shall obtain any existing Emergency Action Plans for all partnering agencies. Consultant shall verify congruency and conflicts between individual plans.

- Consultant shall work with partnering agencies to create or update the individual plans to the agreed upon standard. Consultant shall ensure compatibility between all partnering agencies' EAPs to include staging locations and shared equipment.
- Consultant shall coordinate with flood consultant to incorporate the local flood emergency plan and the local multi-hazard emergency response plan into the EAPs
- Consultant should incorporate Activity 600 Community Rating System items into the EAPs
- Consultant shall submit individual EAPs and compiled Regional Master EAP for agency approval

### **Deliver**

1. Approved EAP standardized template
2. Six partnering agencies' individual EAPs written to the agreed upon standard
3. One regional master EAP written to the agreed upon standard
3. Acceptance of plans by Sac OES and inclusion into the County Plan as an Annex.

### ***c. Management of Services***

The firm selected shall commit an experienced project manager to this project. All services called for in this RFP will be performed under the direction of this project manager, and the Project Manager shall serve as key contact person for the City.

### ***d. Expertise***

Expertise, experience and qualifications of the firm, project manager and other key team members are given important consideration in the selection process. See Section D, #6 of this RFP for information to include in the proposal.

Please include in your proposal information on the firm's knowledge and expertise regarding Emergency Action Plans, Flood Emergency Plans, Emergency Response Plans, and information on the firm's plans and capabilities to ensure compliance with Standardized Emergency Management Systems (SEMS) and National Incident Management System (NIMS).

### ***e. Schedule***

The project must be completed within two years of the grant acceptance date. As such, a tentative schedule has been established with quarterly and yearly

deadlines. Consultant shall meet these deadlines to the best of their ability. If deadlines are unable to be kept due to unforeseen circumstances or delays, project manager shall notify City representative immediately and new deadlines shall be established at that time by the City representative.

**f. *Travel***

Consultant will be required to meet with designated representatives from partnering agencies to complete tasks. Include a minimum of two visits to each partnering agency. The partnering agencies are located at:

City of Sacramento, Department of Utilities (DOU)  
1391 35<sup>th</sup> Avenue, Sacramento, CA 95822.

Sacramento County, Office of Emergency Services (Sac OES)  
3720 Dudley Boulevard, McClellan, CA 95652

American River Flood Control (ARFCD)  
165 Commerce Circle, Sacramento, CA 95815

Reclamation District 1000 (RD1000)  
1633 Garden Highway, Sacramento, CA 95833

California State University Sacramento (CSUS)  
6000 J Street, Sacramento, CA 95819

Sacramento County, Department of Water Resources (Sac DWR)  
827 7<sup>th</sup> Street, Suite 301, Sacramento, CA 92821

**D. INSTRUCTIONS FOR COST ESTIMATE FORM**

**a. *General***

The Cost Estimate Form (Attachment 2) contains a description of tasks to be performed based on a 2 year schedule. Please provide a price for the tasks listed. If a task will be sub-contracted and performed by another consultant, a price must be provided, along with the name of the sub-consultant.

Other forms will not be accepted. Attachments and explanations can be included, provided they do not supersede or replace the quote form and do not change the scope, pricing, or intent of this package. Quoted prices should include all necessary prices for the production of results as outlined in this scope of work.. Cost Estimate Forms that do not have a price listed for each applicable task will be considered incomplete and will not be considered.

**b. Cost Estimate Form**

The Cost Estimate Form has three sub-headings:

**1. Labor**

Under this section provide all labor costs necessary to complete each applicable quarterly task. Complete Category / Job Title, Rate, Estimated Number of Hours, and Cost columns.

**2. Travel**

Under this section provide all travel costs necessary to complete each applicable quarterly task. Complete Category / Function, Duration, and Cost columns.

**3. Other Direct Costs**

Under this section provide all costs for materials, printing costs, etc. necessary to complete each applicable quarterly task. Complete Other Direct Costs, Comment, and Cost columns.

The total cost of all quarterly tasks shall not exceed the EAP Project Budget of \$148,452. The total cost per task is not locked and can be shifted between tasks as the workflow indicates if authorized by the City designated Project Manager, but in no circumstance shall the total amount exceed the Project Budget.

**E. PROPOSAL SUBMITTAL REQUIREMENTS**

Firms or individuals interested in submitting proposals for this project should respond to this RFP by submitting a written proposal providing all the information requested below. The proposal will be considered complete only if all of the items listed in this section are included in the submittal.

Six (6) copies of the proposal including one (1) unbound copy, and one (1) electronic copy of the proposal in PDF format, shall be submitted no later than 2:30 PM PST, May 2, 2014 to:

City Of Sacramento  
Department of Utilities  
1391 35<sup>th</sup> Avenue, Sacramento, CA 95822  
Re: Consultant Services for Emergency Action Plan  
Attn: Deanne Neighbours, Administrative Technician

The proposal must be limited to ten (10) single-sided pages with minimum 11-point font, not including introductory letter, resumes, LBE forms (Attachment 1), and Cost Estimate

Form (Attachment 3). The submittal must be provided in a sealed envelope or box; the Cost Estimate Form shall be enclosed in a separate sealed envelope or box.

Please provide and present the following information in the order listed, in a clear and concise format:

- i. Firm Name.
- ii. Corporate office and local office address, city, state, zip code, telephone number, fax number, and web site addresses
- iii. Firm brief history, background, specialties, ownership
- iv. Proposal contact person, address, phone number, e-mail address
- v. Office location or locations where the work will be accomplished by the proposing firm and subcontractors.
- vi. Introductory letter describing firm's basic understanding of the services identified. This letter should also contain an expression of the firm's interest in the work, a statement regarding the qualifications of the firm to do the work, and any summary information that may be useful or informative to the City.
- vii. Organizational chart for proposed team, identifying the Project Manager and task leads. The Project Manager should be the day-to-day contact for the project and will be expected to communicate with City staff.
- viii. Describe project team and include specific subject areas that the Project Manager and individual team members would support. Summarize expertise and qualifications of key project team members to provide services described in Section C, above.
- ix. List the Project Manager and individual project team members' past and ongoing experience with Emergency Action Plans. Include three client references with addresses and telephone numbers. Indicate the roles of project team candidates in the projects listed. Briefly discuss how this past experience relates to the proposal and affects your project approach.
- x. Provide an attachment or appendix with resumes including applicable experience for Project Manager and key individuals.
- xi. Provide information identifying key members of firm/project team who will be assigned to project through completion of the project and their availability. The identification and utilization of specific key personnel through the life of the project are important factors in the City's consideration and selection of a firm/project team. Any changes in identified key personnel after the award of the agreement must be approved by the City in writing before the change is

made. Include availability of team to begin work as soon as possible after the selected firm receives the notice to proceed.

- xii. Provide proposed approach to conduct of project, and proposed Scope of Work for performance of the services described in Section C of this RFQ, including key staff assigned..
- xiii. Cost Estimate. The cost estimate should address all requirements described in section C of this RFP. Costs in the proposal should include services to be provided for a two year term beginning on date of contract award. Task costs shall include labor, materials, printing costs, other direct costs or reimbursable costs, costs for courier services, travel costs, and any other applicable costs. Consultant shall also provide information on hourly labor rates for all team members who will be assigned to project. Provide completed Cost Estimate form and other related information as an attachment to your proposal; it must be in a separate sealed envelope or box.
- xiv. Provide a disclosure identifying any actual, apparent or potential conflict of interest that may result from the performance of any of the services described in Section C of this RFP. These may include any actual, apparent, direct or potential conflicts of interest that may exist with respect to the firm, employees or other persons relative to the provided service. City policy is described further in Section J. CONFLICT OF INTEREST POLICY of this RFP.
- xv. Complete the form entitled "Items Requiring Response" (see Attachment 2) and attach copies of Local Business Enterprise (LBE) certifications.
- xvi. The firm selected to perform the requested services will be required to execute the "Declaration of Compliance, Equal Benefits Ordinance" form that is part of the City's standard Professional Services Agreement, attached as Attachment 4. More information regarding the City's Non-Discrimination In Employee Benefits Code, otherwise known as the Equal Benefits Ordinance (EBO), is provided in Exhibit E to the standard Professional Services Agreement.

For more information, including [Contractor's Q&As](#), which includes general information on the most important questions about the EBO from the contractor's perspective, see the following website:

[http://www.cityofsacramento.org/PSS/contract\\_services.htm](http://www.cityofsacramento.org/PSS/contract_services.htm)

For further questions on the EBO, please contact the Program Administrator at (916) 808-8796.

## **F. PROFESSIONAL SERVICES AGREEMENT**

A copy of the City's Professional Services Agreement that the selected firm will be required to sign is provided as Attachment 4. Please note that any firm selected will be required to comply with the standard provisions set forth in Exhibit D of the Agreement; section 11.A provides information on minimum scope and limits of insurance coverage, and section 11.B provides information on additional insured coverage.

The selected firm will need to provide insurance certificate(s) for Commercial General Liability, Automobile Liability, Workers' Compensation and Employer's Liability, and Professional Liability Insurance for this project. Endorsement(s) signed by an authorized representative of the insurance carrier will also be needed for Commercial General Liability and Automobile Liability insurance, with language included in the endorsement(s) that the City, its officials, employees and volunteers shall be covered as additional insured.

If the insurance certificate(s) and endorsements are provided by an insurance broker, the insurance company will also need to provide verification of coverage.

The selected firm will be required to complete and submit a W-9 form and CA form 587 or 590.

## **G. ADDENDA AND SUPPLEMENTS TO REQUEST FOR PROPOSALS**

The City of Sacramento reserves the right to cancel, postpone, extent or revise this RFP or the RFP process at any time. If it becomes necessary to revise any part of this RFP, an Addendum to the RFP will be provided on the City's Bid website at <http://www.cityofsacramento.org/finance/bids/>.

## **H. BUSINESS OPERATIONS TAX CERTIFICATE (B.O.T.C.)**

Sacramento City Code Chapter 3.08 requires any person or firm conducting business within or with the City of Sacramento to pay a Business Operations Tax and have a current Business Operations Tax Certificate.

To obtain information about the Business Operations Tax Certificate, contact the City of Sacramento Revenue Division, 915 I Street, Sacramento, CA 95814, or telephone 916-808-8500.

## **I. CONFLICT OF INTEREST POLICY**

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 working for contractors providing services or performing work for the City, if such individuals 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 individuals who qualify as “consultants” to file the following statements of economic interests with the City:

- (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 standard agreement attached to this RFP indicates whether or not the individual(s) who will provide services or perform work pursuant to the agreement will be considered “consultants” within the meaning of the Political Reform Act and the City’s Conflict of Interest Code. The submission of a proposal in response to this RFP constitutes the proposer’s acknowledgement and agreement that, if the proposer is awarded the agreement by City, the individuals who will provide services or perform work pursuant to the agreement will not have a conflict of interest under the City’s Conflict of Interest Code.

In addition, if the proposer is awarded the agreement by City, such proposer shall cause the following to occur within 30 days after execution of the agreement:

- (1) The proposer shall identify the individuals who will provide services or perform work under the agreement as “consultants” within the meaning of the Political Reform Act and the City’s Conflict of Interest Code;
- (2) The proposer shall cause these individuals to file with the City Representative identified in the agreement the “assuming office” statements of economic interests required by the City’s Conflict of Interest Code.

Thereafter, throughout the term of the agreement, the proposer 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 the agreement, until all required statements are filed.

## **J. MISCELLANEOUS**

All material submitted shall become the property of the City of Sacramento, may be reviewed and evaluated as part of this RFP process by any persons at the discretion of the City of Sacramento, and may be publicly disclosed as required by law.

ATTACHMENT 1

**\*\*ITEMS REQUIRING RESPONSE\*\***

NOTE: *Firms submitting proposals must provide responses to the following items.*

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

**I. LBE FIVE PERCENT (5%) BID EVALUATION PREFERENCE**

On April 3, 2012, the Sacramento City Council adopted a Local Business Enterprise (LBE) Preference Program to provide enhanced opportunities for the participation of local business enterprises (LBEs) in the City's contracting and procurement activities. On November 19, 2013, City Council increased the LBE preference.

The LBE Program provides for a **five percent (5%) preference** on all City procurement opportunities under \$100,000. For professional service contracts only, this preference also applies to procurement opportunities of \$100,000 or more.

A bid or quotation submitted by a firm that is located within Sacramento city and/or the unincorporated county of Sacramento will receive a five percent (5%) bid evaluation preference for the purpose of determining the lowest responsible bidder. If, after applying the 5% bid evaluation preference, the bid of an LBE firm receiving such preference is determined to be the lowest responsible bid, the award will be made for the actual amount bid.

Bidders shall submit proof to the City demonstrating that the business is in compliance with all applicable laws relating to licensing and is not delinquent on any City of Sacramento or County of Sacramento taxes, permits, or fees.

**II. LBE QUALIFICATION**

- A. An LBE designated in the bid must be qualified as an LBE prior to the time set for submission of bids.
- B. Local Business Enterprise means a business enterprise, including but not limited to, a sole proprietorship, partnership, limited liability company, corporation, or other business entity that has a legitimate business presence in the city or unincorporated county of Sacramento. Proof of legitimate business presence in the city or unincorporated county of Sacramento shall include:

1. Having a current City of Sacramento Business Operation Tax or County of Sacramento Business License for at least twelve (12) consecutive months prior to submission of bid; and
2. Having either of the following types of offices or workspace operating legally within the city or unincorporated county of Sacramento for at least twelve (12) consecutive months prior to submission of bid:
  - a. The LBE's principle business office or workspace; or
  - b. The LBE's regional, branch or satellite office with at least one full time employee located in the city or unincorporated county of Sacramento.
- C. An LBE must provide a physical address for the basis of location. This excludes P.O. Box addresses.
- D. An LBE must provide a current copy of the City of Sacramento Business Operations Tax Certificate and/or County of Sacramento Business License.

### **III. APPLICATION OF LBE PREFERENCE**

- A. When applying the LBE preference to a Bid, the preference shall apply to the Bid price solely for Bid evaluation purposes such that the total price bid by a Local Business shall be reduced by five percent (5%) of the amount bid by that Local Business, and the reduced Bid amount shall be deemed the amount bid by that bidder. The Contract price shall in all events be the amount Bid by the successful bidder awarded the Contract.
- B. When applying the LBE preference to a Proposal, the preference shall apply in the form of additional points to the Proposal's final score such that the score awarded to a Proposal submitted by a Local Business is increased by five percent (5%) of the total possible evaluation points.
- C. The LBE preference shall apply to all City procurement opportunities under \$100,000 and professional service contracts of \$100,000 or more

### **IV. DEFINITIONS**

- A. Local Business Enterprise (LBE): A business enterprise, including but not limited to, a sole proprietorship, partnership, limited liability company, corporation, or any other business entity that has a legitimate business presence in the city or unincorporated county of Sacramento.
- B. Proposal: Any response to a City solicitation for Proposals or Qualifications.
- C. Bid: Any response to a City solicitation for bids.

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

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

**YES** - the firm submitting the bid is qualified as a local business enterprise.

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

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

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

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

**3. BUSINESS OPERATIONS TAX CERTIFICATE (B.O.T.C.)**

Sacramento City Code Chapter 3.08 requires any person or firm conducting business within or with the City of Sacramento to pay a **Business Operations Tax and have a current Business Operations Tax Certificate.**

To obtain information about the Business Operations Tax Certificate, contact the City of Sacramento Revenue Division, 915 I Street, Room 1214, Sacramento, CA 95814, or telephone (916) 808-8500.

ATTACHMENT 2  
ESTIMATED SCHEDULE

**EMERGENCY ACTION PLAN**

**ESTIMATED SCHEDULE**  
(Two Year Period)

The items below shall include all deliverables & assessments for Emergency Action Plans.

| <b>YEAR/QUARTER</b> | <b>ITEM DESCRIPTION</b>   |
|---------------------|---|
| Yr 1/Qtr 1          | Identify all of the involved partners for the implementation of the program |
| Yr 1/Qtr 2          | Begin work on establishing individual EAPs                                  |
| Yr 1/Qtr 3          | Finalize individual EAPs  |
| Yr 1/Qtr 4          | Modify EAP documents after feedback from training and/or exercise sessions  |
| Yr 2/Qtr 1          | Modify EAP documents after feedback from training and/or exercise sessions  |
| Yr 2/Qtr 2          | Modify EAP documents after feedback from training and/or exercise sessions  |
| Yr 2/Qtr 3          | Modify EAP documents after feedback from training and/or exercise sessions  |
| Yr 2/Qtr 4          | Finalize all EAPs and any additional contract documents                     |



# EMERGENCY ACTION PLAN COST ESTIMATE

The items below shall include all deliverables & assessments necessary for design, development, revisions, finalization, and acceptance of Emergency Action Plans.

Company Name: \_\_\_\_\_  
Date: \_\_\_\_\_

| ESTIMATED SCHEDULE                     |              |              |           |      |           |      |           |      |           |      |   |      |
|--|--------------|--------------|-----------|------|-----------|------|-----------|------|-----------|------|---|------|
| LABOR CATEGORY / JOB TITLE             | YEAR 1 COSTS |              | Quarter 1 |      | Quarter 2 |      | Quarter 3 |      | Quarter 4 |      | Finalize all EAPs and any additional contract documents |      |
|  | RATE         | LABOR TOTALS | HOURS     | COST | HOURS     | COST | HOURS     | COST | HOURS     | COST | HOURS   | COST |
| LABOR TOTALS                           |              |              |           |      |           |      |           |      |           |      |   |      |
| TRAVEL CATEGORY / FUNCTION             |              |              |           |      |           |      |           |      |           |      |   |      |
| DURATION                               |              |              |           |      |           |      |           |      |           |      |   |      |
| TRAVEL COST                            |              |              |           |      |           |      |           |      |           |      |   |      |
| TRAVEL TOTALS                          |              |              |           |      |           |      |           |      |           |      |   |      |
| OTHER DIRECT COSTS                     |              |              |           |      |           |      |           |      |           |      |   |      |
| COMMENT                                |              |              |           |      |           |      |           |      |           |      |   |      |
| COST                                   |              |              |           |      |           |      |           |      |           |      |   |      |
| OTHER DIRECT COSTS TOTALS              |              |              |           |      |           |      |           |      |           |      |   |      |
| YEAR 2 QUARTERLY TOTALS                |              |              |           |      |           |      |           |      |           |      |   |      |
| YEAR 1 TOTAL                           |              |              |           |      |           |      |           |      |           |      |   |      |
| YEAR 2 TOTAL                           |              |              |           |      |           |      |           |      |           |      |   |      |
| NOT TO EXCEED PROJECT BUDGET \$148,452 |              |              |           |      |           |      |           |      |           |      |   |      |

ATTACHMENT 4

**Proposal Rating Form: Consultant Services for Emergency Action Plans  
January 2014**

Proposer:

Selection Committee Member:

Date of Review:

Signature: \_\_\_\_\_

**Selection Criteria**

- A. Expertise
- B. Experience
- C. Qualifications
- D. Cost

| Selection Criteria  | Scoring for Subject Area | Weight*        | Computed Scores for Subject Area |
|---------------------|--------------------------|----------------|----------------------------------|
| A                   |                          | 0.25           |                                  |
| B                   |                          | 0.25           |                                  |
| C                   |                          | 0.25           |                                  |
| D                   |                          | 0.25           |                                  |
| Subtotal            |                          | 1.00           |                                  |
| LBE 5% preference** |                          | 0.05 total pts |                                  |
| Total               |                          |                |                                  |

\* Weighing Factor

\*\* Local Business Enterprise Bid Evaluation Preference

Scoring: Please evaluate the proposals using the following cumulative point system (maximum of 5.00 points):

- Outstanding = 5
- Very Good = 4
- Good = 3
- Average = 2
- Poor = 1

Not Addressed or not acceptable = 0

**Additional review factors include:**

- References
- Interviews - if the Selection Committee determines to include interviews in the selection process.

ATTACHMENT 5  
PROFESSIONAL SERVICES AGREEMENT

PROJECT #:  
PROJECT NAME:  
DEPARTMENT:  
DIVISION:

CITY OF SACRAMENTO

**PROFESSIONAL SERVICES AGREEMENT \***

**THIS AGREEMENT** is made at Sacramento, California, as of \_\_\_\_\_, by and between the **CITY OF SACRAMENTO**, a municipal corporation (“CITY”), and

*Name of Contractor*  
*Address*  
*Phone/Fax*

(“CONTRACTOR”), who agree as follows:

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

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

pursuant to this Agreement. CITY shall furnish to CONTRACTOR only the facilities and equipment listed in Exhibit C according to any terms and conditions set forth in Exhibit C.

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

Executed as of the day and year first above stated.

**CITY OF SACRAMENTO**  
A Municipal Corporation

Attachments

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

Exhibit A - Scope of Service

Print name: \_\_\_\_\_

Exhibit B - Fee Schedule/Manner of Payment

Title: \_\_\_\_\_

Exhibit C - Facilities/Equipment Provided

Exhibit D - General Provisions

Exhibit E - Non-Discrimination in Employee Benefits

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

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

Name of Contractor: \_\_\_\_\_  
\_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

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

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

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

4. Contractor understands that Contractor will not be considered to be discriminating in the provision or application of employee benefits under the following conditions or circumstances:
  - a. If the actual cost of providing a benefit to a domestic partner or spouse exceeds the cost of providing the same benefit to a spouse or domestic partner of an employee, Contractor will not be required to provide the benefit, nor shall it be

deemed discriminatory, if Contractor requires the employee to pay the monetary difference in order to provide the benefit to the domestic partner or to the spouse.

- b. If Contractor is unable to provide a certain benefit, despite taking reasonable measures to do so, if Contractor provides the employee with a cash equivalent Contractor will not be deemed to be discriminating in the application of that benefit.
  - c. If Contractor provides employee benefits neither to employee's spouses nor to employee's domestic partners.
  - d. If Contractor provides employee benefits to employees on a basis unrelated to marital or domestic partner status.
  - e. If Contractor submits written evidence of making reasonable efforts to end discrimination in employee benefits by implementing policies that will be enacted before the first effective date after the first open enrollment process following the date this Agreement is executed by the City of Sacramento ("City"). Contractor understands that any delay in the implementation of such policies may not exceed one (1) year from the date this Agreement is executed by the City, and applies only to those employee benefits for which an open enrollment process is applicable.
  - f. Until administrative steps can be taken to incorporate nondiscrimination in employee benefits. The time allotted for these administrative steps will apply only to those employee benefits for which administrative steps are necessary and may not exceed three (3) months from the date this Agreement is executed by the City.
  - g. Until the expiration of a current collective bargaining agreement(s) if employee benefits are governed by such collective bargaining agreement(s).
  - h. Contractor takes all reasonable measures to end discrimination in employee benefits by either requesting that the union(s) involved agree to reopen the agreement(s) in order for Contractor to take whatever steps are necessary to end discrimination in employee benefits or by ending discrimination in employee benefits without reopening the collective bargaining agreement(s).
  - i. In the event Contractor cannot end discrimination in employee benefits despite taking all reasonable measures to do so, Contractor provides a cash equivalent to eligible employees for whom employee benefits are not available. Unless otherwise authorized in writing by the City Manager, Contractor understands this cash equivalent must begin at the time the union(s) refuse to allow the collective bargaining agreement(s) to be reopened or not longer than three (3) months after the date this Agreement is executed by the City.
5. Contractor understands that failure to comply with the provisions of Section 4(a) through 4(i), above, will subject Contractor to possible suspension and/or termination of this

Agreement for cause; repayment of any or all of the Agreement amount disbursed by the City; debarment for future agreements until all penalties and restitution have been paid in full and/or for up to two (2) years; and/or the imposition of a penalty, payable to the City, in the sum of \$50.00 for each employee, for each calendar day during which the employee was discriminated against in violation of the provisions of the Ordinance.

6. Contractor understands and agrees to provide notice to each current employee and, within ten (10) days of hire, to each new employee, of their rights under the Ordinance. Contractor further agrees to maintain a copy of each such letter provided, in an appropriate file for inspection by authorized representatives of the City. Contractor also agrees to prominently display a poster informing each employee of these rights.
7. Contractor understands that Contractor has the right to request a waiver of, or exemption from, the provisions of the Ordinance by submitting a written request to the City's Procurement Services Division prior to Agreement award, which request shall identify the provision(s) of the Ordinance authorizing such waiver or exemption and the factual basis for such waiver or exemption. The City shall determine in its sole discretion whether to approve any such request.
8. Contractor agrees to defend, indemnify and hold harmless, the City, its officers and employees, against any claims, actions, damages, costs (including reasonable attorney fees), or other liabilities of any kind arising from any violation of the Requirements or of the Ordinance by Contractor.

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

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

## EXHIBIT A

### PROFESSIONAL SERVICES AGREEMENT

#### SCOPE OF SERVICES

**1. Representatives.**

The CITY Representative for this Agreement is:

*Pete Millino, Security & Emergency Preparedness Superintendent  
1391 35<sup>th</sup> Avenue, Sacramento, CA 95822  
Phone: (916) 808-5173 Fax: (916) 808-7955 E-mail: pmillino@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:

*Name/Title  
Address  
Phone/Fax/E-mail*

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 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:

- (2) Identify the individuals who will provide services or perform work under this Agreement as “consultants”;
- (3) 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.** *[Describe services to be provided here, or, if scope of services is described in an attachment, label the attachment “Attachment 1 to Exhibit A” and include the following sentence:]*

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.

## EXHIBIT B

### PROFESSIONAL SERVICES AGREEMENT

#### FEE SCHEDULE/MANNER OF PAYMENT

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

D. Requests for payment shall be sent to:

*Department of Utilities, Engineering Services  
1391 35<sup>th</sup> Avenue, Sacramento, CA 95822*

*Phone: (916) 808-1464 Fax: (916) 808-7955 Email: [ajordan@cityofsacramento.org](mailto:ajordan@cityofsacramento.org)*

*Attn: Alaina Jordan*

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

**EXHIBIT C**

**NONPROFESSIONAL SERVICES AGREEMENT**

**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 [*list, if applicable*]:

**EXHIBIT D**  
**PROFESSIONAL SERVICES AGREEMENT**

**GENERAL PROVISIONS**

**1. Independent Contractor.**

- A. It is understood and agreed that CONTRACTOR (including CONTRACTOR's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither CONTRACTOR nor CONTRACTOR's assigned personnel shall be entitled to any benefits payable to employees of CITY. CITY is not required to make any deductions or withholdings from the compensation payable to CONTRACTOR under the provisions of this Agreement, and CONTRACTOR shall be issued a Form 1099 for its services hereunder. As an independent contractor, CONTRACTOR hereby agrees to indemnify and hold CITY harmless from any and all claims that may be made against CITY based upon any contention by any of CONTRACTOR's employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any Services under this Agreement. (As used in this Exhibit D, the term "Services" shall include both Services and Additional Services as such terms are defined elsewhere in this Agreement.)
- B. It is further understood and agreed by the parties hereto that CONTRACTOR, in the performance of its obligations hereunder, is subject to the control and direction of CITY as to the designation of tasks to be performed and the results to be accomplished under this Agreement, but not as to the means, methods, or sequence used by CONTRACTOR for accomplishing such results. To the extent that CONTRACTOR obtains permission to, and does, use CITY facilities, space, equipment or support services in the performance of this Agreement, this use shall be at the CONTRACTOR's sole discretion based on the CONTRACTOR's determination that such use will promote CONTRACTOR's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the CITY does not require that CONTRACTOR use CITY facilities, equipment or support services or work in CITY locations in the performance of this Agreement.
- C. If, in the performance of this Agreement, any third persons are employed by CONTRACTOR, such persons shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONTRACTOR. It is further understood and agreed that CONTRACTOR shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of CONTRACTOR's assigned personnel and subcontractors.
- D. The provisions of this Section 1 shall survive any expiration or termination of this Agreement. Nothing in this Agreement shall be construed to create an exclusive relationship between CITY and CONTRACTOR. CONTRACTOR may represent, perform services for, or be employed by such additional persons or companies as CONTRACTOR sees fit provided that CONTRACTOR does not violate the provisions of Section 5, below.

**2. Licenses; Permits, Etc.** CONTRACTOR represents and warrants that CONTRACTOR has all licenses, permits, City Business Operations Tax Certificate, qualifications, and approvals of whatsoever nature

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

3. **Time.** CONTRACTOR shall devote such time and effort to the performance of Services pursuant to this Agreement as is necessary for the satisfactory and timely performance of CONTRACTOR's obligations under this Agreement. Neither party shall be considered in default of this Agreement, to the extent that party's performance is prevented or delayed by any cause, present or future, that is beyond the reasonable control of that party.
4. **CONTRACTOR Not Agent.** Except as CITY may specify in writing, CONTRACTOR and CONTRACTOR's personnel shall have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. CONTRACTOR and CONTRACTOR's personnel shall have no authority, express or implied, to bind CITY to any obligations whatsoever.
5. **Conflicts of Interest.** CONTRACTOR covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, that would conflict in any manner with the interests of CITY or that would in any way hinder CONTRACTOR's performance of Services under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor, without the written consent of CITY. CONTRACTOR agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the interests of CITY at all times during the performance of this Agreement. If CONTRACTOR is or employs a former officer or employee of the CITY, CONTRACTOR and any such employee(s) shall comply with the provisions of Sacramento City Code Section 2.16.090 pertaining to appearances before the City Council or any CITY department, board, commission or committee.
6. **Confidentiality of CITY Information.** During performance of this Agreement, CONTRACTOR may gain access to and use CITY information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "City Information") that are valuable, special and unique assets of the CITY. CONTRACTOR agrees to protect all City Information and treat it as strictly confidential, and further agrees that CONTRACTOR shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party without the prior written consent of CITY. In addition, CONTRACTOR shall comply with all CITY policies governing the use of the CITY network and technology systems, as set forth in applicable provisions of the City of Sacramento Administrative Policy Instructions # 30. A violation by CONTRACTOR of this Section 6 shall be a material violation of this Agreement and shall justify legal and/or equitable relief.
7. **CONTRACTOR Information.**
  - A. CITY shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by CONTRACTOR pursuant to this Agreement. In this Agreement, the term "information" shall be construed to mean and include: any and all

work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, photostatting, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. CONTRACTOR shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by CITY.

- B. CONTRACTOR shall fully defend, indemnify and hold harmless CITY, its officers and employees, and each and every one of them, from and against any and all claims, actions, lawsuits or other proceedings alleging that all or any part of the information prepared, produced, or provided by CONTRACTOR pursuant to this Agreement infringes upon any third party's trademark, trade name, copyright, patent or other intellectual property rights. CITY shall make reasonable efforts to notify CONTRACTOR not later than ten (10) days after CITY is served with any such claim, action, lawsuit or other proceeding, provided that CITY's failure to provide such notice within such time period shall not relieve CONTRACTOR of its obligations hereunder, which shall survive any termination or expiration of this Agreement.
- C. All proprietary and other information received from CONTRACTOR by CITY, whether received in connection with CONTRACTOR's proposal to CITY or in connection with any Services performed by CONTRACTOR, will be disclosed upon receipt of a request for disclosure, pursuant to the California Public Records Act; provided, however, that, if any information is set apart and clearly marked "trade secret" when it is provided to CITY, CITY shall give notice to CONTRACTOR of any request for the disclosure of such information. The CONTRACTOR shall then have five (5) days from the date it receives such notice to enter into an agreement with the CITY, satisfactory to the City Attorney, providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff's attorney fees) incurred by CITY in any legal action to compel the disclosure of such information under the California Public Records Act. The CONTRACTOR shall have sole responsibility for defense of the actual "trade secret" designation of such information.
- D. The parties understand and agree that any failure by CONTRACTOR to respond to the notice provided by CITY and/or to enter into an agreement with CITY, in accordance with the provisions of subsection C, above, shall constitute a complete waiver by CONTRACTOR of any rights regarding the information designated "trade secret" by CONTRACTOR, and such information shall be disclosed by CITY pursuant to applicable procedures required by the Public Records Act.

**8. Standard of Performance.** CONTRACTOR shall perform all Services required pursuant to this Agreement in the manner and according to the standards currently observed by a competent practitioner of CONTRACTOR's profession in California. All products of whatsoever nature that CONTRACTOR delivers to CITY pursuant to this Agreement shall be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in CONTRACTOR's profession, and shall be provided in accordance with any schedule of performance specified in Exhibit A. CONTRACTOR shall assign only competent personnel to perform Services pursuant to this Agreement. CONTRACTOR shall notify CITY in writing of any changes in CONTRACTOR's staff assigned to perform the Services required under this Agreement, prior to any such performance. In the event that CITY, at any time during the term of this Agreement, desires the removal of any person assigned by CONTRACTOR to perform Services pursuant to this Agreement, because CITY, in its sole discretion, determines that such

person is not performing in accordance with the standards required herein, CONTRACTOR shall remove such person immediately upon receiving notice from CITY of the desire of CITY for the removal of such person.

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

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

**10. Indemnity.**

- A. Indemnity: CONTRACTOR shall defend, hold harmless and indemnify CITY, its officers and employees, and each and every one of them, from and against any and all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, costs and expenses of every type and description, including, but not limited to, any fees and/or costs reasonably incurred by CITY's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), including but not limited to Liabilities arising from personal injury or death, damage to personal, real or intellectual property or the environment, contractual or other economic damages, or regulatory penalties, arising out of or in any way connected with performance of or failure to perform this Agreement by CONTRACTOR, any sub-consultant, subcontractor or agent, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, whether or not (i) such Liabilities are caused in part by a party indemnified hereunder or (ii) such Liabilities are litigated, settled or reduced to judgment; provided that the foregoing indemnity does not apply to liability for any damage or expense for death or bodily injury to persons or damage to

property to the extent arising from the sole negligence or willful misconduct of CITY, its agents, servants, or independent contractors who are directly responsible to CITY, except when such agents, servants, or independent contractors are under the direct supervision and control of CONTRACTOR.

- B. Insurance Policies; Intellectual Property Claims: The existence or acceptance by CITY of any of the insurance policies or coverages described in this Agreement shall not affect or limit any of CITY's rights under this Section 10, nor shall the limits of such insurance limit the liability of CONTRACTOR hereunder. This Section 10 shall not apply to any intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of Section 7.B., above. The provisions of this Section 10 shall survive any expiration or termination of this Agreement.

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

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

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

A. Minimum Scope & Limits of Insurance Coverage

- (1) Commercial General Liability Insurance, providing coverage at least as broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide contractual liability and products and completed operations coverage for the term of the policy.
- (2) Automobile Liability Insurance providing coverage at least as broad as ISO Form CA 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide coverage for owned, non-owned and/or hired autos as appropriate to the operations of the CONTRACTOR.

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

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

- (3) Workers' Compensation Insurance with statutory limits, and Employers' Liability Insurance with limits of not less than one million dollars (\$1,000,000). The

Worker's Compensation policy shall include a waiver of subrogation for contracts involving construction or maintenance, or if required by the CITY by selecting the option below:

  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.

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

D. Acceptability of Insurance

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

E. Verification of Coverage

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

F. Subcontractors

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

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

- A. Compliance With Regulations: CONTRACTOR shall comply with the Executive Order 11246 entitled "Equal Opportunity in Federal Employment", as amended by Executive Order 11375 and 12086, and as supplemented in Department of Labor regulations (41 CFR Chapter 60), hereinafter collectively referred to as the "Regulations".
- B. Nondiscrimination: CONTRACTOR, with regards to the work performed by it after award and prior to completion of the work pursuant to this Agreement, shall not discriminate on the

ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation in selection and retention of subcontractors, including procurement of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in discrimination prohibited by the Regulations.

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

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

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

- (1) Withholding of payments to CONTRACTOR under this Agreement until CONTRACTOR complies;
- (2) Cancellation, termination, or suspension of the Agreement, in whole or in part.

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

**13. Entire Agreement.** This document, including all Exhibits, contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Agreement. No alteration to the terms of this Agreement shall be valid unless approved in writing by CONTRACTOR, and by CITY, in accordance with applicable provisions of the Sacramento City Code.

**14. Severability.** If any portion of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

15. **Waiver.** Neither CITY acceptance of, or payment for, any Service or Additional Service performed by CONTRACTOR, nor any waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.
16. **Enforcement of Agreement.** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court or Federal District Court located in Sacramento County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.
17. **Assignment Prohibited.** The expertise and experience of CONTRACTOR are material considerations for this Agreement. CITY has a strong interest in the qualifications and capability of the persons and entities that will fulfill the obligations imposed on CONTRACTOR under this Agreement. In recognition of this interest, CONTRACTOR shall not assign any right or obligation pursuant to this Agreement without the written consent of the CITY. Any attempted or purported assignment without CITY's written consent shall be void and of no effect.
18. **Binding Effect.** This Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the parties, subject to the provisions of Section 17, above.
19. **Use Tax Requirements.** During the performance of this Agreement, CONTRACTOR, for itself, its assignees and successors in interest, agrees as follows:
  - A. Use Tax Direct Payment Permit: For all leases and purchases of materials, equipment, supplies, or other tangible personal property used to perform the Agreement and shipped from outside California, the Contractor and any subcontractors leasing or purchasing such materials, equipment, supplies or other tangible personal property shall obtain a Use Tax Direct Payment Permit from the California State Board of Equalization ("SBE") in accordance with the applicable SBE criteria and requirements.
  - B. Sellers Permit: For any construction contract and any construction subcontract in the amount of \$5,000,000 or more, Contractor and the subcontractor(s) shall obtain sellers permits from the SBE and shall register the jobsite as the place of business for the purpose of allocating local sales and use tax to the City. Contractor and its subcontractors shall remit the self-accrued use tax to the SBE, and shall provide a copy of each remittance to the City.
  - C. The above provisions shall apply in all instances unless prohibited by the funding source for the Agreement.

## **EXHIBIT E**

### **REQUIREMENTS OF THE NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE**

#### **INTRODUCTION**

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

#### **APPLICATION**

The provisions of the Ordinance apply to any contract or agreement (as defined below), between a Contractor and the City of Sacramento, in an amount exceeding \$100,000.00. The Ordinance applies to that portion of a contractor’s operations that occur: (i) within the City of Sacramento; (ii) on real property outside the City of Sacramento if the property is owned by the City or if the City has a right to occupy the property; or (iii) at any location where a significant amount of work related to a City contract is being performed.

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

#### **DEFINITIONS**

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

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

controlled by the City for the operation of a business, social, or other establishment or organization, including leases, concessions, franchises and easements, or (ii) for the City's use or occupancy of real property owned by others, including leases, concessions, franchises and easements.

"Contract" shall not include: a revocable at-will use or encroachment permit for the use of or encroachment on City property regardless of the ultimate duration of such permit; excavation, street construction or street use permits; agreements for the use of City right-of-way where a contracting utility has the power of eminent domain; or agreements governing the use of City property that constitute a public forum for activities that are primarily for the purpose of espousing or advocating causes or ideas and that are generally protected by the First Amendment to the United States Constitution or that are primarily recreational in nature.

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

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

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

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

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

## **EMPLOYER COMPLIANCE CERTIFICATE AND NOTICE REQUIREMENTS**

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

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

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

## Attachment A



### **YOUR RIGHTS UNDER THE CITY OF SACRAMENTO’S NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE**

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

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

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

The included employee benefits are:

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

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

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

**You May . . .**

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

City of Sacramento  
Procurement Services Division  
915 I Street, New City Hall, 2<sup>nd</sup> Floor  
Sacramento, CA 95814

- 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  
915 I Street, New City Hall, 2<sup>nd</sup> Floor  
Sacramento, CA 95814
- 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.

PROJECT #: TBD  
PROJECT NAME: DWR: Flood Emergency Response Projects - Emergency Action Plans  
DEPARTMENT: 14001222 - Security and Emergency Preparedness  
DIVISION: Operations and Maintenance  
CITY OF SACRAMENTO

**PROFESSIONAL SERVICES AGREEMENT \***

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

URS Corporation  
2870 Gateway Oaks Drive, Suite 150  
Sacramento, CA 95833-4308  
(916)679-2000

("CONTRACTOR"), who agree as follows:

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

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

this Agreement, including without limitation any document relating to the scope of services or payment therefor, the General Provisions shall control over said terms or conditions.

5. **Non-Discrimination in Employee Benefits.** This Agreement is subject to the provisions of Sacramento City Code Chapter 3.54, Non-Discrimination in Employee Benefits by City Contractors. The requirements of Sacramento City Code Chapter 3.54 are summarized in Exhibit E. CONTRACTOR is required to sign the attached Declaration of Compliance (Equal Benefits Ordinance), to assure compliance with these requirements.
6. **Authority.** The person signing this Agreement for CONTRACTOR hereby represents and warrants that he/she is fully authorized to sign this Agreement on behalf of CONTRACTOR and to bind CONTRACTOR to the performance of its obligations hereunder.
7. **Exhibits.** All exhibits referred to herein are attached hereto and are by this reference incorporated as if set forth fully herein.

Executed as of the day and year first above stated.

**CITY OF SACRAMENTO**

A Municipal Corporation

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

Print name: William O. Busath

Title: DOU Interim Director

For: John F. Shirey, City Manager

APPROVED AS TO FORM:

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

ATTEST:

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

Attachments

- Exhibit A - Scope of Service
- Exhibit B - Fee Schedule/Manner of Payment
- Exhibit C - Facilities/Equipment Provided
- Exhibit D - General Provisions
- Exhibit E - Non-Discrimination in Employee Benefits

**CONTRACTOR:**

URS Corporation

NAME OF FIRM

Federal I.D. No.

State I.D. No.

City of Sacramento Business Op. Tax Cert. No.

TYPE OF BUSINESS ENTITY (*check one*):

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

**Signature of Authorized Person**

Print Name and Title

Additional Signature (*if required*)

Print Name and Title

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

Name of Contractor: URS Corporation

Address: 2870 Gateway Oaks drive, Suite 150, 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

\_\_\_\_\_  
Bob Lagomarisino, AICP

Print Name

\_\_\_\_\_  
Principal-in-Charge

Title

**EXHIBIT A**

**PROFESSIONAL SERVICES AGREEMENT**

**SCOPE OF SERVICES**

**1. Representatives.**

The CITY Representative for this Agreement is:

Lisa Deklinski/ Program Specialist  
1391 35th Ave, Sacramento CA, 95822  
Phone: (916) 808-1309 Fax:(916) 808-7955 Email: ldeklinski@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:

Paul Jacks/Project Manager  
2870 Gateway Oaks Drive, Suite 150  
(916) 679-2000, paul.jacks@urs.com

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

**2. Professional Liability Insurance.** Professional Liability (Errors and Omissions) insurance is  is not  [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.

Time of Performance is set forth in Attachment 2 to Exhibit A.



Attachment 1 to Exhibit A

*Proposal for*  
**Consultant Services for  
Emergency Action Plan**

**RFP No. P14141222016  
May 6, 2014**



Prepared by:

**URS** 2870 Gateway Oaks Drive, Suite 150  
Sacramento, CA 95833

EP-01-2014

May 6, 2014

City of Sacramento Department of Utilities  
1395 35th Avenue  
Sacramento, CA 95822  
Attn: Deanne Neighbours, Administrative Technician

**Reference: Request for Proposal P14141311016  
Consultant Services for Emergency Action Plan**

Dear Ms. Neighbours:

URS Corporation, dba URS Corporation Americas (URS), is a local, full-service consulting firm with the qualifications and commitment to carry-out this important project to develop and update Emergency Action Plans (EAPs) for City of Sacramento (City) partner agencies.

We understand the City's goal is to achieve standardized, complementary, combinable, and National Incident Management Systems (NIMS) and California Standardized Emergency Management System (SEMS)-compliant EAPs for each of the City's partner agencies in addition to one unified Regional Master EAP. URS also understands that the planning process is an important aspect of unifying approaches, providing awareness, and building capabilities. This effort combined with the Training and Exercise project will enhance multi-agency coordination and build response capabilities in preparation for a regional flood emergency.

The scope of work requires reviewing existing emergency preparedness plans including their EAPs for each of the six agencies identified in the Request for Proposal (RFP) then using the template provided by the California Department of Water Resources (DWR) to develop an EAP for each agency. The scope of work also requires the development of a comprehensive Regional EAP incorporating critical activities identified in each of the agency EAPs. Our proposal lays out a comprehensive approach that taps into the following advantages URS provides:

- **Emergency Planning:** The URS team has substantive experience writing emergency action, operations, and response plans for local, state, and federal agencies. This experience includes our work for the California Governor's Office of Emergency Services (Cal OES) and the Federal Emergency Management Agency (FEMA) on various catastrophic plans and the extensive local and regional planning we have completed on behalf of the Bay Area Urban Security Initiative Program, as part of the Regional Catastrophic Preparedness Grant Program. We have also completed several large flood response plans for both Cal OES and DWR.
- **Depth and Breadth of Resources:** The URS team contains a broad base of subject matter experts who possess decades of experience applicable to this project. Although we are locally based, we are part of a nationwide network of offices and can consult with technical specialists from across the country to address any special needs required by this project.
- **Local Presence:** Mr. Paul Jacks, a proven project manager and former Cal OES Deputy Director, will lead the team for this important project. He has more than 30 years of emergency management experience and he is thoroughly familiar with the effort required to develop and implement effective EAPs. Furthermore, he lives and works in Sacramento and will be readily accessible to City staff and other key stakeholders who will be involved with this project.

URS will manage the work by implementing manageable work plan tasks, each of which is forward compatible with and supports the ultimate project goal. We recognize that this project is only one piece of a larger



Deanne Neighbours, Administrative Technician  
RFP P14141311016  
May 6, 2014

effort; so while our project approach is specific, it is flexible and we will readily adjust to meet new or changing circumstances.

Our team is ready to participate in this project and we look forward to further discussions with you regarding our approach and qualifications. If you have questions, or require any additional information, please do not hesitate to contact Paul Jacks at (916) 679-2372.

Sincerely,

**URS Corporation**

Bob Lagomarsino, AICP  
Principal-in-Charge

Paul Jacks  
Project Manager



# PROPOSAL



**URS**

63 84 265



**i FIRM NAME**

URS Corporation dba URS Corporation Americas (URS)

**ii CORPORATE AND LOCAL OFFICE ADDRESS**

**CORPORATE**

URS Corporation  
600 Montgomery Street, 26th Floor  
San Francisco, CA 94111  
415.774.2700 | 415.398.1905 fax

**LOCAL**

URS Corporation  
2870 Gateway Oaks Drive, Suite 150  
Sacramento, CA 95833  
916.679.2000 | 916.679.2900 fax

www.urs.com

**iii FIRM HISTORY**

URS' oldest predecessor company was founded in 1904. URS was established in 1951, and incorporated in 1957 as a research group active in the areas of physical and engineering sciences. In 1967, URS developed a business strategy focused on building a multi-disciplinary professional services firm, focused on local public and private clients. Today, URS is a publicly traded company that provides a wide range of services related emergency management and floodplain management, including detailed hydrologic and hydraulic modeling, flood hazard mitigation, and levee geotechnical evaluations.

In the past decade, URS has worked extensively on preparedness activities for wide variety of public agencies throughout California government. Our projects have involved developing response plans that are actionable, realistic, and compliant with National Incident Management Systems (NIMS) and California Standardized Emergency Management System (SEMS). Most recently, URS has developed plans for the San Francisco Bay Area Urban Area Security Initiative (UASI) to address the multi-agency response to a catastrophic earthquake. Each plan identified priorities and objectives, as well as the specific tasks, that each agency was responsible for completing within an estimated time frame. URS also recently worked with the California Governor's Office of Emergency Services to produce the California Catastrophic Flood Response Plan. The plan identifies courses of action that leaders might take in response to a catastrophic flood. In addition to these recent projects, URS has developed plans for counties and cities and the individual departments or agencies within them. URS also has experience with floodplain management activities, floodplain awareness mapping, and providing technical support to the California Floodplain Management Task Force. Most recently, URS has been participating in programs such as floodplain mapping, task force support, alluvial fan floodplain studies, and geotechnical analysis of Central Valley levees. All of these efforts have focused on improving the accuracy of information critical to local floodplain management issues.

**BACKGROUND**

- Established in 1951
- Incorporated in 1957

**SPECIALTIES**

- ✓ Plan Development
- ✓ Emergency Management
- ✓ Scenario-based Planning
- ✓ California Standardized Emergency Management System
- ✓ National Incident Management System
- ✓ Meeting Facilitation
- ✓ Project Management
- ✓ Floodplain Management

**OWNERSHIP**

- Publicly Traded Company

**iv CONTACT PERSON**

**Paul Jacks**  
2870 Gateway Oaks Drive, Suite 150  
Sacramento, CA 95833  
916.679.2372  
paul.jacks@urs.com

**v OFFICE LOCATION WHERE WORK TO BE PERFORMED**

Sacramento, California

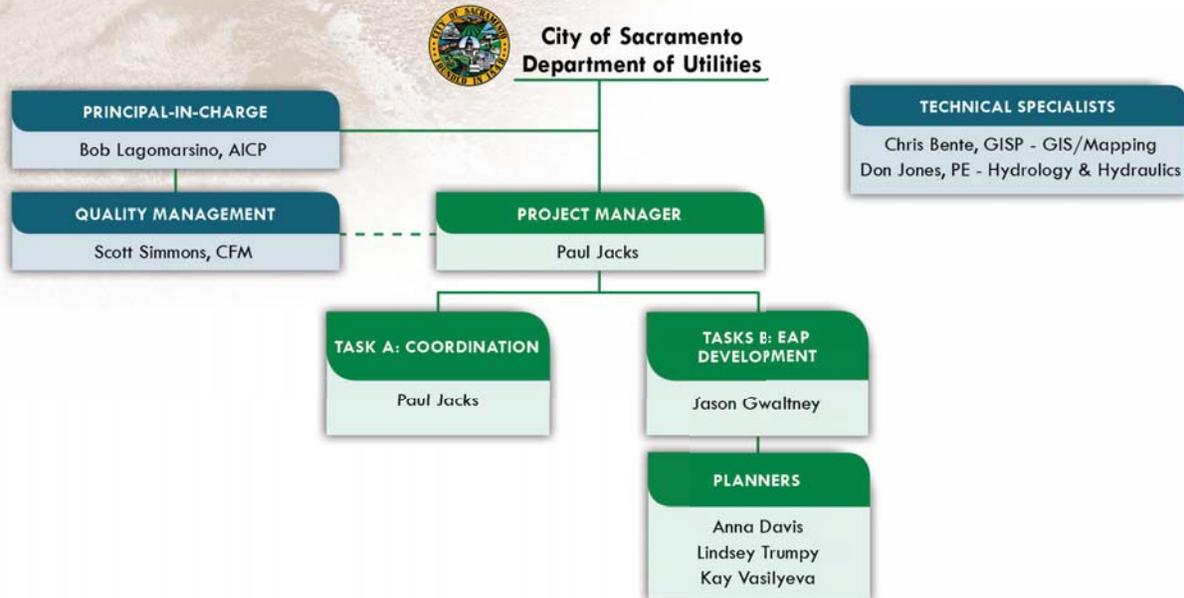
**vi INTRODUCTORY LETTER**

Our introductory letter has been placed at the beginning of our proposal.



## vii ORGANIZATIONAL CHART

Our project organizational chart, **Exhibit 1**, illustrates the key staff assigned to this project.



**Exhibit 1. Project Organizational Chart**

## viii PROJECT TEAM

All qualified professional staff were selected for their expertise in the service disciplines to be provided under this contact. Moreover, the work will be performed locally with staff from our Sacramento office, supplemented as needed by staff from our other northern California offices. Our team is ready to begin work on this project immediately.

### PAUL JACKS: PROJECT MANAGER AND LEAD FOR TASK A

Paul Jacks is a Senior Emergency Management Analyst with more than 30 years of experience in emergency planning and preparedness. He has been at URS since 2010 working as a senior advisor, project lead, and subject matter expert on a wide range of emergency planning, training, and exercise projects, pertaining to catastrophic flooding and earthquakes. In addition, Mr. Jacks spent more than 30 years working for the state of California, with more than 20 of those years spent in the California Governor's Office of Emergency Services (Cal OES). Mr. Jacks served for 8 years as an appointed Deputy Director in Cal OES under Governors Schwarzenegger and Davis, with, at various times, overall executive management responsibility for the office's mitigation, response, and recovery operations. Mr. Jacks has extensive experience in conducting disaster response and recovery operations and in implementing SEMS NIMS requirements. He has also worked on a wide variety of emergency planning projects for state, regional, and local entities. Mr. Jacks is an experienced project and program manager and will be responsible for the day-to-day monitoring of the project to ensure that the project is kept on track, on budget, and in conformity with scope and quality objectives. He will also serve as the Lead for Task A with responsibility for developing and implementing a stakeholder communications and coordination strategy.

### JASON GWALTNEY: LEAD FOR CONSULTANT SERVICES (EMERGENCY ACTION PLAN [EAP] DEVELOPMENT) TASK B

Mr. Gwaltney has 11 years of experience in emergency management planning for the military, private corporations, and local and state governments. He specializes in the development of plans for local and state governments, multi-jurisdictional planning regions, and private businesses in the State of California. Having worked for URS, the United States Air Force, the Bank of America, and the Contra Costa County Department of Public Health, he has gained expertise in the applied use of NIMS, the National Response Framework, California SEMS and other local, regional, state, and military emergency planning concepts.



Because of his extensive plan writing experience, Mr. Gwaltney will coordinate the development of EAPs for the six participating agencies, as well as having primary responsibility for drafting the comprehensive regional master EAP. Mr. Gwaltney will also oversee the activities of planning staff assigned to EAP development duties.

#### **ANNA DAVIS: TECHNICAL SPECIALIST - PLANNER**

Anna Davis is a Senior Urban Planner at URS. In her 10 years with the company, she has successfully created and updated more than two dozen Federal Emergency Management Agency (FEMA)-compliant local and State-level hazard mitigation plans, flood mitigation plans and debris management plans throughout FEMA Regions IX and X. Prior to joining URS, Ms. Davis was a Mitigation Planner for FEMA Region IX, and in that position she worked with California communities to help them better understand new hazard mitigation planning requirements and changes in the National Flood Insurance Program's Community Rating System required by the Disaster Mitigation Act of 2000 (DMA 2000). Ms. Davis was the primary author of the 2010 Ventura County Hazard Mitigation Plan. In addition to meeting the DMA 2000 requirements, the plan also included the Community Rating System's (CRS) Activity 510 (Floodplain Management Planning). CRS Activity 510 secured Ventura County 195 CRS points, thereby helping the County enter the CRS program at a Class 6 in 2011. In addition to working as part of the EAP Planning Group, Ms. Davis will be responsible for incorporating the Activity 600 CRS elements into all of the EAPs.

#### **LINDSEY TRUMPY: TECHNICAL SPECIALIST - PLANNER**

Lindsey Trumpy has more than 5 years of planning experience in comprehensive emergency management, hazard mitigation, and exercise and training, planning. She has successfully worked hand in hand with State, Federal, regional, local government, and private sector clients. She currently supports URS' emergency management practice in the Bay Area, providing strong writing, and analytical and interpersonal communication skills. Ms. Trumpy has also been trained in and has planning experience with NIMS, SEMS, and Incident Command System (ICS) principles. As part of the EAP Planning Group, Ms. Trumpy will work closely with partner agency to develop EAPs using the updated template.

#### **KAY VASILYEVA: TECHNICAL SPECIALIST - PLANNER**

Ms. Vasilyeva is a seasoned emergency management professional with a broad range of private and public sector experience. Prior to joining URS, Ms. Vasilyeva served as an emergency planner for a major urban jurisdiction, where her work focused on disaster mitigation, recovery, and response on a local government agency and operational area levels. Her background in public administration and a strong understanding of civic functions have enabled her to successfully collaborate with partners in all levels of government on stakeholder-driven plans, studies, and projects. Ms. Vasilyeva has served as the local agency planner on the analysis, development, and implementation of many mandated emergency plans, local exercise development and facilitation, and public outreach efforts. She has practical emergency management experience with hands-on activations of the Emergency Operation Center. As part of the EAP Planning Group, Ms. Vasilyeva will work closely with partner agency to develop EAPs using the updated template.

#### **CHRISTOPHER BENTE, GIS: TECHNICAL SPECIALIST FOR GIS**

Chris Bente has extensive professional experience with a variety of environmental and geotechnical mapping programs, such as ArcGIS, ArcGIS Server, ArcSDE, ArcView, and MapInfo Professional, as well as Autodesk AutoCAD and Bentley Microstation. Mr. Bente also has experience with GIS data transformation, management, integrating and synthesizing landscape features via remotely sensed LiDAR data; photogrammetry; cartographic production (using Adobe Photoshop and Macromedia Freehand); web mapping application development and GPS data capture (using Leica and Trimble software and hardware packages); methodologies of land survey; and natural resource management. Mr. Bente will review mapping products created by the City of Sacramento's (City's) mapping consultant and work with the planners to incorporate the rescue and evacuation maps into agency EAPs.

#### **DON JONES, PE: TECHNICAL SPECIALIST FOR HYDROLOGY AND HYDRAULICS**

Don Jones has more than 25 years of experience in civil engineering, primarily in the analysis and design of flood control projects. Mr. Jones has managed the design of channels, hydraulic control structures, pipelines, and detention and retention facilities. He has extensive surface water and pipeline modeling experience and expertise. Mr. Jones is an expert in the use of the U.S. Army Corps of Engineers' hydraulic and hydrologic modeling programs, and in recent years has used many software programs to model watershed hydrology and



hydraulic conveyance for master planning and design including HEC-1, SacCalc, XP-SWMM, Civil3D, HEC-RAS (unsteady and steady flow analysis), and HEC-HMS. Mr. Jones has extensive experience in floodplain modeling and FEMA floodplain letters of map change. Mr. Jones will provide engineering technical assistance in support of EAP development.

**BOB LAGOMARSINO, AICP: PRINCIPAL-IN-CHARGE**

With 28 years of planning and public policy consulting experience throughout the United States, Mr. Lagomarsino leads URS’ national planning practice and the Community Planning Team for URS’ Central Valley offices. He was at the forefront of national mitigation planning efforts, having worked closely with FEMA Region IX to develop some of the earliest hazard mitigation plans in response to the DMA 2000. Mr. Lagomarsino is a Sacramento native and long-time resident of downtown Sacramento and is very familiar with the City of Sacramento and its administrative and elected leaders. He currently serves as a Mayoral Appointee to the Capitol Area Development Authority and as a member of an Urban Land Institute Technical Assistance Panel working on issues related to the proposed Entertainment and Sports Center (an assignment for which he was selected with involvement from the City Manager’s office). As the proposed Principal-in-Charge, Mr. Lagomarsino will work with the project manager to ensure the project team has the resources required for successful project completion, in accordance with the approved contract and URS quality standards, and while overseeing client satisfaction.

**SCOTT SIMMONS, CFM: QUALITY MANAGEMENT**

Scott Simmons is a Senior Mitigation Specialist with URS and a former Alaska State Hazard Mitigation Officer with the Division of Homeland Security & Emergency Management, where he was responsible for developing State and National-level emergency management and hazard mitigation initiatives, policies, and procedures. This experience extended to working with Federal, State, Tribal, and local government agencies to address climate change adaptation, earthquake and tsunami risk, floodplain vulnerability analysis, mitigation alternatives, and other natural hazard impacts. Mr. Simmons has significant emergency management, hazard mitigation, and flood and floodplain management experience and extensive expertise working with FEMA public assistance and hazard mitigation assistance programs, federal disaster assistance processes and regulations, emergency management, the National Flood Insurance Program, and Flood Mitigation Assistance programmatic grant and compliance requirements. As the project Quality Manager, Mr. Simmons will help develop and implement the project’s quality management plan to ensure that all products meet URS and client quality expectations.

**ix TEAM EXPERIENCE**

URS has worked on a variety of projects relevant to this Scope of Work. We have provided five example projects, below, representing different types of emergency management plans and relevant references. Our Project Manager and individual team members have extensive experience in emergency management planning as indicated in Section viii and our accompanying resumes, Appendix A.

| <b>Project: Regional Catastrophic Preparedness Grant Program</b>   |  |
|--|--|
| <b>Location:</b> San Francisco Bay Area, CA  | <b>URS Role:</b> Prime   |
| <b>Client:</b> Bay Area Urban Areas Security Initiative (UASI)   | <b>Staff Involved:</b> Paul Jacks – Senior Advisor<br>Jason Gwaltney – Plan Development Lead<br>Anna Davis – Debris Management Plan Lead<br>Lindsey Trumpy – Plan Administration Lead<br>Chris Bente – GIS Support |
| <b>Duration:</b> 2009-2011   |  |
| <b>Cost:</b> \$7.9M  |  |
| <b>Services Relevant to the Scope of Work:</b>   |  |
| <ul style="list-style-type: none"> <li>✓ Developed and revised eight regional catastrophic response plans following SEMS and NIMS protocols.</li> <li>✓ Developed and revised 8 functional catastrophic response plans for 12 Bay Area Operational Areas and two Core Cities.</li> <li>✓ Led stakeholder, steering committee, and working group meetings, as necessary, to ensure all planning efforts represented broad-based input.</li> <li>✓ Developed comprehensive and complex GIS mapping products to support scenario development and planning efforts.</li> </ul> |  |

The Bay Area UASI tasked URS with developing a set of regional plans to be annexes to the Regional Emergency Coordination Plan (prepared by URS in 2008), which provides the framework for coordination of



incident management activities at the regional level in the Bay Area. URS developed local and regional catastrophic response plans for eight functions: Debris Management, Mass Care and Shelter, Mass Fatality, Mass Transportation/Evacuation, Debris Management, Volunteer Management, Donations Management, and the Regional Logistics. The planning area included 12 counties in the Bay Area region and the cities of Oakland and San Jose.

| Project: Northern California Catastrophic Flood Response Plan   |  |
|---|--|
| <b>Location:</b> Sacramento, CA   | <b>URS Role:</b> Prime   |
| <b>Client:</b> Cal OES  | <b>Staff Involved:</b> Paul Jacks – Senior Advisor and Stakeholder Engagement Lead |
| <b>Duration:</b> 2012-2013  | Jason Gwaltney – Plan Writer   |
| <b>Cost:</b> \$226K   | Lindsey Trumpy – Plan Writer   |
| <b>Services Relevant to the Scope of Work:</b>  |  |
| <ul style="list-style-type: none"> <li>✓ Assisted Cal OES with the first phase of the development of a comprehensive emergency flood response plan, based on an atmospheric river storm (ARkStorm) scenario flood.</li> <li>✓ Reviewed and assessed the current state of preparedness and response plans applicable to catastrophic incidents, flood response operations, flood evacuations, and other relevant plans.</li> <li>✓ Used GIS to create comprehensive and complex time-phased inundation maps with layers showing inundation zones and potential infrastructure damage and socio-economic effects</li> <li>✓ Developed a detailed scenario and assumptions report describing the impacts of heavy precipitation and heavy flooding in the eight county study area.</li> <li>✓ Developed priorities, goals and objectives, and preliminary Courses of Action (COAs) for responding to a catastrophic flood in Northern California.</li> </ul> |  |

URS assisted Cal OES with first phase development efforts for the Northern California Catastrophic Flood Response Plan, which will identify flood response requirements and constraints, based on the probable impacts of an ARkStorm-type of event. URS used a multi-pronged approach for this effort, which included plan review and gap analysis; map product and scenario development; stakeholder engagement; and developing priorities, goals, objectives, and preliminary COAs. URS collaborated with a variety of stakeholders and conducted a series of workshops and senior leadership steering committees to achieve buy-in on the proposed plan approach.

| Project: San Jose Emergency Action Plan  |   |
|--|---|
| <b>Location:</b> San Jose, CA  | <b>URS Role:</b> Prime                              |
| <b>Client:</b> City of San Jose  | <b>Staff Involved:</b> Jason Gwaltney – Plan Writer |
| <b>Duration:</b> 2012-2014   | Anna Davis – Plan Writer                            |
| <b>Cost:</b> \$95K   |   |
| <b>Services Relevant to the Scope of Work:</b>   |   |
| <ul style="list-style-type: none"> <li>✓ Developed San Jose’s first EAP for the Departments of Transportation and Public Works.</li> <li>✓ Incorporated the Department of Transportation’s (DOT’s) Storm Response Plan and ICS to develop a Department Operations Center (DOC) organization chart that identifies key personnel, successors, and alternates that would be responsible during an emergency.</li> <li>✓ NIMS- and SEMS-compliant EAP integrates with San Jose’s Emergency Operations Plan (EOP) to enhance the City’s ability to respond effectively and efficiently during an emergency.</li> <li>✓ Facilitated multiple city employee workshops, trainings, and exercises to develop/test the EAP and to identify areas for improvement and enhanced.</li> </ul> |   |

The San Jose Construction and Engineering Branch EAP is a tactical-level, all-hazards response plan for its two DOCs: the Department of Public Works and DOT. During the EAP development process, URS analyzed both DOCs current operations, identified areas for improvement, and recommended solutions that standardize the emergency response protocol. The EAP complies with the ICS, NIMS, and SEMS, and is composed of a base plan and appendices, which integrate with San Jose’s EOP. URS facilitated multiple city employee workshops, trainings, and exercises to develop and test the EAP and to identify areas to improve and enhance the EAP.

| Project: Alameda County EOP Revision   |  |
|--|--|
| <b>Location:</b> Alameda County, CA  | <b>URS Role:</b> Prime   |
| <b>Client:</b> Alameda County Office of Homeland Security and Emergency Services | <b>Staff Involved:</b> Jason Gwaltney – Senior Project Planner |
| <b>Duration:</b> 2011-2012   | Lindsey Trumpy – Junior Project Planner                        |
| <b>Cost:</b> \$189K  |  |



**Services Relevant to the Scope of Work:**

- ✓ Report developed outlining the regulations and requirements needed to comply with SEMS, NIMS, ICS, and other regulations and guidelines
- ✓ Final County EOP consistent with SEMS, NIMS, and ICS
- ✓ Coordination amongst multiple cities within the County and numerous departments within jurisdictions
- ✓ Development of an updated EOP that was approved by the County Board of Supervisors

URS prepared an updated and integrated EOP for Alameda County by conducting a review of the previous EOP and current emergency management practices. URS developed a consolidated EOP and unique response coordination guides for Emergency Operations Center (EOC) staff and agency senior management.

| Project: Port of Oakland Engineering Division Emergency Action Plan |   |
|---|---|
| <b>Location:</b> Oakland, CA  | <b>URS Role:</b> Prime  |
| <b>Client:</b> Port of Oakland                                      | <b>Staff Involved:</b>  |
| <b>Duration:</b> 2013   | Kay Vasilyeva – Task Lead   |
| <b>Cost:</b> \$65K  |   |
| <b>Services Relevant to the Scope of Work:</b>                      |   |
| ✓ EAP Development   | <ul style="list-style-type: none"> <li>✓ Damage Assessment Processes</li> <li>✓ Plan Integration</li> </ul> |

The Port of Oakland Engineering Division EAP supplements the Port’s overall, strategic, all-hazards EOP with concept of operations for conducting field-level rapid and detailed damage assessments of the Maritime and Commercial Real Estate areas of the Port and certain marine areas of the Airport in response to a disaster, such as an earthquake. The EAP provides specific procedures for initiating the response, including plan activation triggers, activation levels, a staffing plan, an inspection priorities analysis, and deployment procedures. The EAP ties into the overall EOP by defining communication protocols between the damage assessment teams and the EOC.

To provide an enhanced damage assessment capability, the EAP is integrated with the Port’s PortView Geospatial Security Management Software (GSMS). In coordination with the URS project team which developed, and is refining, the GSMS system for the Port, URS developed damage assessment information collection tools and processes, based on industry best-practices, which will be integrated with the GSMS so that damage assessment can take place using mobile (smartphone) or tablet-based devices as electronic data collection tools where cellular service exists. These systems are designed to work on- or offline, and are backed up by traditional, paper-based forms.

In addition, as part of the EAP portion of the project, URS developed tailored training materials on incident action planning—a critical aspect of incident and EOC management—and delivered training to Port staff. This effort included training on the tailored ICS forms developed by URS to be used to support incident action plan development.

| Client References   |   |
|---------------------|---|
| <b>Project:</b>     | <i>Regional Catastrophic Preparedness Grant Program</i>                           |
| <b>Client:</b>      | Bay Area UASI   |
| <b>Name:</b>        | Janell Myhre, Program Manager   |
| <b>Address:</b>     | 711 Van Ness Avenue #420, San Francisco, CA 94102                                 |
| <b>Phone/Email:</b> | 415-353-5244      janell.myhre@sfgov.org  |
| <b>Project:</b>     | <i>Northern California Catastrophic Flood Response Plan</i>                       |
| <b>Client:</b>      | Cal OES   |
| <b>Name:</b>        | Jami Childress-Byers  |
| <b>Address:</b>     | 3650 Schriever Avenue, Mather, CA 95655   |
| <b>Phone/Email:</b> | 916-845-8795      jami.childress-byers@caloes.ca.gov                              |
| <b>Project:</b>     | <i>San Jose Emergency Action Plan</i>   |
| <b>Client:</b>      | City of San Joes Department of Transportation Infrastructure Maintenance Division |
| <b>Name:</b>        | Ray Ho  |
| <b>Address:</b>     | 1404 Mabury Road, San Jose, CA 95120  |
| <b>Phone/Email:</b> | 408-794-1949      ray.ho@sanjoseca.gov  |



**Client References**

|                     |   |
|---------------------|---|
| <b>Project:</b>     | <i>Alameda County EOP Revision</i>  |
| <b>Client:</b>      | Alameda County Sheriff's Office, Office of Homeland Security and Emergency Services |
| <b>Name:</b>        | Lieutenant Michael Toms   |
| <b>Address:</b>     | 1500 Foothill Boulevard, San Leandro, CA 94578                                      |
| <b>Phone/Email:</b> | 510-667-3600 mtoms@acgov.org  |
| <b>Project:</b>     | <i>Port of Oakland Engineering Division Emergency Action Plan</i>                   |
| <b>Client:</b>      | Port of Oakland   |
| <b>Name:</b>        | Jeff Jones  |
| <b>Address:</b>     | 540 Water Street, Oakland, CA 94607   |
| <b>Phone/Email:</b> | 510-627-1360 jjones@portoakland.com   |

**x RESUMES**

Appendix A presents resumes for our proposed Project Manager and key individuals proposed for this project.

**xi ASSIGNED STAFF AND AVAILABILITY**

Our proposed key staff members, summarized in **Exhibit 2**, have been specifically chosen because of their prior experience and knowledge of emergency management planning. Our approach to staffing is to commit key staff members, with relevant skill sets and experiences, to each project. Our proposed key staff will help to ensure that scope, schedule, budget, and quality remain tightly controlled. Each team member is committed to the project and there will be no change in staff without prior approval from the City.

**Exhibit 2. Key Staff Responsibilities and Availability**

| Key Staff             | Role                                | Responsibilities  | Availability |
|-----------------------|-------------------------------------|---|--------------|
| Paul Jacks            | Project Management and Coordination | <ul style="list-style-type: none"> <li>Primary point of contact with client</li> <li>Ensure performance objectives and client satisfaction are achieved</li> <li>Prepare and update Project Management Plan</li> <li>Direct review of all deliverables</li> <li>Supervise schedule, budget control, and reporting</li> <li>Direct all aspects of technical work and staff assignments</li> <li>Hold project review meetings with staff and client</li> <li>Support and coordinate closely with representative stakeholders and city Project Manager</li> <li>Facilitate stakeholder group meetings</li> </ul> | 75%          |
| Bob Lagomarsino, AICP | Principal-in-Charge                 | <ul style="list-style-type: none"> <li>Project oversight and review</li> <li>Ensure that personnel and resources are readily available</li> <li>Review and sign all technical and cost proposals</li> <li>Negotiate contract with assigned URS Project Manager</li> <li>Ensure contract performance and client satisfaction</li> <li>Perform project reviews with project team to ensure that performance measures are met</li> </ul>   | 10%          |
| Scott Simmons, CFM    | Quality Management                  | <ul style="list-style-type: none"> <li>Ensure project activities comply with applicable URS Quality Management System standards and other applicable documents</li> <li>Perform or supervise Quality Control audits</li> <li>Ensure corrective and preemptive actions are completed</li> <li>Provide reviews of project progress</li> </ul>   | 25%          |
| Anna Davis            | Planner                             | <ul style="list-style-type: none"> <li>Develop partner agency EAPs using a standardized template</li> <li>Assist with integration of partner agency EAPs into the regional master EAP</li> </ul>  | 75%          |



| Key Staff         | Role                 | Responsibilities   | Availability |
|-------------------|----------------------|--|--------------|
| Jason Gwaltney    | Lead EAP Development | <ul style="list-style-type: none"> <li>Modify the existing EAP templates, working with stakeholders and the city's Project Manager</li> <li>Coordinate with the mapping and training and exercise consultants to ensure EAPs are updated with feedback and lessons learned</li> <li>Coordinate with stakeholders and the city's Project Manager and URS Planners to create or update EAPs using the revised templates</li> <li>Incorporate Activity 600 CRS elements into EAPs</li> <li>Coordinate EAP approval and adoption with partner agencies and Sac OES</li> <li>Prepare a regional master EAP incorporating partner agency EAPs</li> </ul> | 75%          |
| Lindsey Trumpy    | Planner              | <ul style="list-style-type: none"> <li>Develop partner agency EAPs using a standardized template</li> <li>Assist with integration of partner agency EAPs into the regional master EAP</li> </ul>   | 50%          |
| Kay Vasilyeva     | Planner              | <ul style="list-style-type: none"> <li>Develop partner agency EAPs using a standardized template</li> <li>Assist with integration of partner agency EAPs into the regional master EAP</li> <li>Assist with stakeholder engagement activities</li> </ul>  | 75%          |
| Chris Bente, GISP | Technical Specialist | <ul style="list-style-type: none"> <li>Coordinate with the City's rescue and evacuation mapping consultant</li> </ul>  | 20%          |
| Don Jones, PE     | Technical Specialist | <ul style="list-style-type: none"> <li>Provide technical assistance for hydrology and hydraulics issues that could affect plan development</li> </ul>  | 20%          |

## xii PROPOSED APPROACH

URS proposes the following scope of work to complete Tasks A and B identified in the RFP to assist the city by developing EAPs for each partnering agency and a unified Regional Master EAP. URS will adhere to the principles and processes of FENA's Comprehensive Preparedness Guide (CPG) 101, Version 2, when developing the agency-specific EAPs and the Regional EAP. The process includes:

- Establishing a collaborative team
- Understanding the situation (flood scenario)
- Determining goals and objectives
- Plan development
- Plan preparation, review, and approval
- Plan implementation and maintenance

The activities in Tasks A and B will address all steps in the CPG 101 process except for Plan Implementation and Maintenance elements, which will be addressed during the separate but aligned Training and Exercise project. Efforts for this project will be closely coordinated with the contractor(s) providing those services.

### TASK A - COORDINATION

#### TASK A.1 - PROJECT MANAGEMENT

The first step in the process will be to conduct an initial planning (kickoff) meeting with the City Project Team. This meeting will confirm expectations, align processes, revise the project schedule as necessary, and initiate coordination. Following the initial planning meeting, URS will conduct biweekly conference calls with the City's Project Team to review progress, identify issues, and resolve questions. URS will also provide a monthly written report detailing EAP development status, project budget status, and any unresolved concerns.

A key element of the URS Project Management approach is our Quality Management Program. We are committed to providing services that meet quality standards, as well as providing products on time and within budget. The program contains formal processes that ensure we exceed our client's expectation for quality. The program includes a formal internal review process and periodic external stakeholder and City Project Team reviews.

#### TASK A.2 – STAKEHOLDER ENGAGEMENT

In addition to bi-weekly conference calls with the City's Project Team, URS will establish working groups to support the development of EAPs for each partner agency and the Regional Master EAP. These groups



will consist of dedicated stakeholders and subject matter experts relevant for each agency EAP. Group participants will be determined by each agency. Representatives from each agency and any consultant providing related services will be invited to participate in the Regional EAP working group meetings. URS will host at least two working group meetings for each agency and three meetings of the Regional EAP group. For agencies that have a greater number of gaps to address, more meetings will be necessary. These groups will serve to share information and discuss the gaps with the EAP developers and to review draft materials before finalizing them. These meetings will also serve to synchronize the efforts of the agencies so that each EAP and the combined regional EAP will represent a unified approach for a flood response.

In addition to the working group meetings, URS will have frequent contact with agency representatives and representatives from other consultants (as necessary) to obtain information and share ideas. We believe maintaining productive and efficient communication throughout the duration of the project with the City's Project Team, other agency representatives, and other consultants will promote the development of EAPs that are realistic, useful, and widely accepted.

**Task A Deliverables:**

- Monthly written project status report
- Draft and final meeting agendas 5 working days prior to all meetings
- Draft and final meeting notes within 5 working days of holding the meetings

**TASK B – CONSULTANT SERVICES (EAP DEVELOPMENT)**

**TASK B.1 – REVIEW AND ANALYSIS AGENCY EAPS**

URS will coordinate with each agency to determine if they have draft or final EAPs or other relevant emergency preparedness plans. URS will conduct a review of these plans using the California Department of Water Resources Sample Flood Safety Plan (template), FEMA's CRS Series 600, and the California Statewide Communications Interoperability Plan to identify gaps and develop a revision approach to address each agency's EAP needs. URS understands the level of effort to produce final EAPs for each agency will be determined by the gaps identified in this analysis.

**Task B.1 Deliverables:**

- Draft Plan Analysis Report
- Final Plan Analysis Report

**TASK B.2 – DEVELOP AGENCY-SPECIFIC EAPS**

After conducting the analysis of each agency's plans, URS will either revise or adapt the existing EAPs to fit within the template or if necessary use the template to develop an entirely new EAP. While each agency's EAP will differ slightly, the template will promote consistency across all agencies and clean integration into the Regional EAP. URS will use the work group meetings to address the gaps identified in the plan analysis (Task B.1). In addressing the gaps and developing the EAPs, URS will be mindful of maintaining consistency between the agency EAPs and compatibility with local flood and all-hazard emergency response plans. We will also ensure that each EAP effectively addresses the criteria identified in CRS Series 600.

**Task B.2 Deliverables:**

- Draft Agency EAPs
- Final Agency EAPs

Our team consists of experienced plan writers who will be assigned to each agency based on their areas of expertise. These planners will work with their assigned agencies to obtain current drafts of relevant plans and other critical information for inclusion in the EAPs. The planners will also attend the work groups meetings to discuss critical information, evaluate agency responsibilities and capabilities, and provide draft materials for review. Between work group meetings the planners will engage agency representatives periodically to obtain additional information and share ideas. Additionally, the planners will work closely together to maintain consistency across agency plans and to share information. URS understands that the EAPs will be evaluated through the Training and Exercise Project and improvements discovered during those exercises will be incorporated into EAP revisions.

**TASK B.3 – DEVELOP REGIONAL MASTER EAP**

The development of the Regional Master EAP will follow the development of the agency-specific EAPs. The Regional Master EAP will provide a common understanding of the activities of all the agencies that up until this point had participated in the development of their own EAPs. URS will host

**Task B.3 Deliverables:**

- Draft Regional Master EAP
- Final Regional Master EAP
- Compiled EAPs as annex to the County's EOP



Regional Master EAP work group meetings to obtain information and guidance and to review draft materials. As a final step, URS will coordinate with Sacramento County OES to obtain their approval and to incorporate the final plans as an annex into the County's EOP.

**PROPOSED SCHEDULE**

| Task                    | Sub Tasks                          | Due Date                                      |
|-------------------------|------------------------------------|---|
| A - Coordination        | Kickoff Meeting                    | 2nd week in June                              |
|                         | Monthly Reports                    | 7th of every month                            |
|                         | Bi-weekly Meetings                 | TBD: Held every 2 weeks from start of project |
|                         | Agency Work Group Meetings         | 9/26/14 – 9/20/15                             |
|                         | Regional Work Group Meetings       | 10/6/15 – 5/15/16                             |
| B - Consultant Services | Review and Analysis of Agency EAPs | Year 2/Quarter 4                              |
|                         | Develop Agency-Specific EAPs       | Drafts: 3/13/15 – 7/15/15                     |
|                         |                                    | Finals: 7/15/15 – 9/20/15                     |
|                         | Develop Regional EAP               | Draft: 3/20/16                                |
| Final: 5/30/16          |                                    |   |

**xiii COST ESTIMATE**

Our cost estimate, as specified in the Request for Proposal (RFP) (Attachment 3), is included in a separate, sealed envelope. Our estimate addresses each of the tasks set forth in the scope of work (Section C) and provides hourly labor rates for all team members who will be assigned to the project.

**xiv CONFLICT OF INTEREST**

URS has specific policies and procedures to identify potential Conflicts of Interest (COI), and we have conducted a search for any COIs that may exist with the City. Based on this search, we have discovered no conflicts of interest, actual or apparent, that would limit URS' ability to provide services to the City. URS does not currently have any financial, business, or other relationships with the City that will impact the outcome of this project. URS is unaware of any current clients that may have financial interests in the outcome of this project or any City construction project that may follow.

In the event that a perceived conflict arises, URS has the ability to mitigate and eliminate any and all perceived conflicts by limiting the services provided by the entities that are associated with that perceived conflict.

**xv LOCAL BUSINESS ENTERPRISE (LBE) FORMS**

URS' Sacramento office is an LBE firm. Appendix B provides our completed LBE form and a copy of our Business Operations Tax Certificate.

**xvi DECLARATION OF COMPLIANCE**

URS will sign the Declaration of Compliance, Equal Benefits Ordinance; however, we respectfully request the following exception to the document (on page 11 of the document), which we would be pleased to discuss should it prove to be cause for concern to the City of Sacramento:

**EXHIBIT E: Requirements of the Non-Discrimination in Employee Benefits Code**

**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.

**Department of Water Resources: FLOOD EMERGENCY  
RESPONSE PROJECTS – Emergency Action Plans  
URS Corporation**

**EXHIBIT A  
ATTACHMENT 2**

*Scope of Work – Part 2*

*URS shall act as the subcontractor for the Department of Utilities (DOU) and shall provide the following services:*

- a. Provide monthly reports on status of plans covering areas such as services provided, any deliverables, and contacts made. This report will be due by the 15th of the month following the reporting period.
- b. Provide a monthly expense report due on the 15th of the month following the reporting period.
- c. Provide a detailed quarterly report on overall progress of services, deliverables and status. This report will list specific details as opposed to general information that would be provided in the monthly reports. This report will be due on the 15th of the month following the previous quarter that is being reported upon.
- d. Provide an annual report which reports on status of plans, including success stories, tangible outcomes, goals that were met, goals that were not met, deliverables, as well as program improvement questions and pros and cons of program. This report will be upon the Program Manager's request.
- e. Data and records including invoices must be separated.
- f. The recording of expenses will be done on form provided by DOU.

***Timeline:***

The services described herein shall be provided through December 31, 2016. After the first two years of this Agreement, it may be reviewed from year to year in the sole discretion of the City. However, the total term of this Agreement, including the initial term and all extensions, shall not exceed five (5) years from the date this agreement was first made.

**EXHIBIT B**

**PROFESSIONAL SERVICES AGREEMENT**

**FEE SCHEDULE/MANNER OF PAYMENT**

1. **CONTRACTOR's Compensation.** The total of all fees paid to the CONTRACTOR for the performance of all services set forth in Exhibit A, including normal revisions (hereafter the "Services"), and for all authorized Reimbursable Expenses, shall not exceed the total sum of \$ 144,741.
2. **Billable Rates.** CONTRACTOR shall be paid for the performance of Services on an hourly rate, daily rate, flat fee, lump sum or other basis, as set forth in Attachment 1 to Exhibit B, attached hereto and incorporated herein. *[Attach list of billable rates that apply, labeled "Attachment 1 to Exhibit B".]*
3. **CONTRACTOR's Reimbursable Expenses.** Reimbursable Expenses shall be limited to actual expenditures of CONTRACTOR for expenses that are necessary for the proper completion of the Services and shall only be payable if specifically authorized in advance by CITY.
4. **Payments to CONTRACTOR.**
  - A. Payments to CONTRACTOR shall be made within a reasonable time after receipt of CONTRACTOR's invoice, said payments to be made in proportion to services performed or as otherwise specified in Attachment 1 to Exhibit B. CONTRACTOR may request payment on a monthly basis. CONTRACTOR shall be responsible for the cost of supplying all documentation necessary to verify the monthly billings to the satisfaction of CITY.
  - B. All invoices submitted by CONTRACTOR shall contain the following information:
    - (1) Job Name
    - (2) Description of services billed under this invoice, and overall status of project
    - (3) Date of Invoice Issuance
    - (4) Sequential Invoice Number
    - (5) CITY's Purchase Order Number
    - (6) Total Contract Amount
    - (7) Amount of this Invoice (Itemize all Reimbursable Expenses)
    - (8) Total Billed to Date
    - (9) Total Remaining on Contract
    - (10) Updated project schedule. This shall identify those steps that shall be taken to bring the project back on schedule if it is behind schedule.
  - C. Items shall be separated into Services and Reimbursable Expenses. Billings that do not conform to the format outlined above shall be returned to CONTRACTOR for correction. CITY shall not be responsible for delays in payment to CONTRACTOR resulting from CONTRACTOR's failure to comply with the invoice format described below.

D. Requests for payment shall be sent to:

Department of Utilities  
1391 35th Ave, Sacramento CA, 95822  
Phone:(916) 808-5801 Fax:(916) 808-7955

*Attn:* Kindelberg Morales

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

RFP P14141222016  
EMERGENCY ACTION PLAN  
COST ESTIMATE

The items below shall include all deliverables & assessments necessary for design, development, revisions, finalization, and acceptance of Emergency Action Plans

Company Name: **URS Corporation**

Date: **May 2, 2014**

ESTIMATED SCHEDULE

| LABOR CATEGORY/ JOB TITLE   | RATE                             | Quarter 1           |                    | Quarter 2     |                     | Quarter 3           |                     | Quarter 4     |                     |
|---|----------------------------------|---------------------|--------------------|---------------|---------------------|---------------------|---------------------|---------------|---------------------|
|   |                                  | HOURS               | COST               | HOURS         | COST                | HOURS               | COST                | HOURS         | COST                |
| Sr. Principal Project Professional                                  | \$ 190.00                        | 2                   | \$ 380.00          | 2             | \$ 380.00           | 2                   | \$ 380.00           | 2             | \$ 380.00           |
| Bob Lagomarsino<br>Project Manager / Coordination Lead              | \$ 175.00                        | 24                  | \$ 4,200.00        | 16            | \$ 2,800.00         | 10                  | \$ 1,750.00         | 10            | \$ 1,750.00         |
| Senior Technical Specialist (H&H)                                   | \$ 150.00                        |                     | -                  | 8             | \$ 1,200.00         | 8                   | \$ 1,200.00         |               | -                   |
| Don Jones<br>Senior Project Professional / Lead EAP Development     | \$ 130.00                        | 12                  | \$ 1,560.00        | 40            | \$ 5,200.00         | 40                  | \$ 5,200.00         | 16            | \$ 2,080.00         |
| Jason Gwaltney<br>Project Professional / Technical Specialist (GIS) | \$ 120.00                        |                     | -                  |               | -                   | 8                   | \$ 960.00           |               | -                   |
| Chris Bente<br>Staff Professional / Quality Manager                 | \$ 110.00                        |                     | -                  |               | -                   | 12                  | \$ 1,320.00         | 4             | \$ 440.00           |
| Scott Simmons<br>Staff Professional / Project Planner               | \$ 110.00                        | 4                   | \$ 440.00          | 40            | \$ 4,400.00         | 40                  | \$ 4,400.00         | 24            | \$ 2,640.00         |
| Anna Davis<br>Staff Professional / Project Planner                  | \$ 110.00                        | 4                   | \$ 440.00          | 40            | \$ 4,400.00         | 40                  | \$ 4,400.00         | 24            | \$ 2,640.00         |
| Lindsay Trumphy<br>Staff Professional / Project Planner             | \$ 100.00                        | 4                   | \$ 400.00          | 40            | \$ 4,000.00         | 40                  | \$ 4,000.00         | 24            | \$ 2,400.00         |
| Kay Vasilyeva<br>Technical Editor                                   | \$ 115.00                        |                     | -                  |               | -                   |                     | -                   |               | -                   |
| Graphics  | \$ 90.00                         |                     | -                  |               | -                   |                     | -                   |               | -                   |
| Word Processor  | \$ 90.00                         |                     | -                  |               | -                   |                     | -                   |               | -                   |
| Various   | \$ 90.00                         |                     | -                  |               | -                   |                     | -                   |               | -                   |
| <b>TRAVEL CATEGORY / FUNCTION</b>                                   | <b>LABOR TOTALS</b>              | <b>50.00</b>        | <b>\$ 7,420.00</b> | <b>186.00</b> | <b>\$ 22,380.00</b> | <b>200.00</b>       | <b>\$ 23,610.00</b> | <b>104.00</b> | <b>\$ 12,330.00</b> |
| Mileage   |                                  |                     | \$ 500.00          |               | \$ 500.00           |                     | \$ 500.00           |               | \$ 500.00           |
| <b>OTHER DIRECT COSTS</b>   | <b>TRAVEL TOTALS</b>             |                     | <b>\$ 500.00</b>   |               | <b>\$ 500.00</b>    |                     | <b>\$ 500.00</b>    |               | <b>\$ 500.00</b>    |
| Reproduction Cost   | <b>COMMENT</b>                   |                     |                    |               |                     |                     |                     |               |                     |
| <b>YEAR 1 QUARTERLY TOTALS</b>                                      | <b>OTHER DIRECT COSTS TOTALS</b> |                     | <b>\$ 7,920.00</b> |               | <b>\$ 22,880.00</b> |                     | <b>\$ 24,110.00</b> |               | <b>\$ 12,830.00</b> |
|   |                                  | <b>YEAR 1 TOTAL</b> |                    |               |                     | <b>\$ 67,740.00</b> |                     |               |                     |

Identify all of the involved partners for the implementation of the program

Begin work on establishing individual EAPs

Finalize individual EAPs

Modify EAP documents after feedback from training and/or exercise sessions

The items below shall include all deliverables & assessments necessary for design, development, revisions, finalization, and acceptance of Emergency Action Plans

ESTIMATED SCHEDULE

Company Name: **JRS Corporation**

Date: **May 2, 2014**

| LABOR CATEGORY/ JOB TITLE                          | RATE                 | Quarter 1     |                     | Quarter 2     |                     | Quarter 3     |                     | Quarter 4     |                     |
|--|----------------------|---------------|---------------------|---------------|---------------------|---------------|---------------------|---------------|---------------------|
|  |                      | HOURS         | COST                | HOURS         | COST                | HOURS         | COST                | HOURS         | COST                |
| Sr. Principal Project Professional                 |                      |               |                     |               |                     |               |                     |               |                     |
| Bob Lagomarsino                                    | \$ 196.00            | 2             | \$ 392.00           | 2             | \$ 392.00           | 2             | \$ 392.00           | 2             | \$ 392.00           |
| Project Manager / Coordination Lead                |                      |               |                     |               |                     |               |                     |               |                     |
| Paul Jacks   | \$ 181.00            | 8             | \$ 1,448.00         | 8             | \$ 1,448.00         | 12            | \$ 2,172.00         | 12            | \$ 2,172.00         |
| Senior Technical Specialist (H&H)                  |                      |               |                     |               |                     |               |                     |               |                     |
| Don Jones  | \$ 155.00            |               | -                   |               | -                   |               | -                   | 8             | \$ 1,240.00         |
| Senior Project Professional / Lead EAP Development |                      |               |                     |               |                     |               |                     |               |                     |
| Jason Gwaltney                                     | \$ 130.00            | 16            | \$ 2,080.00         | 16            | \$ 2,080.00         | 16            | \$ 2,080.00         | 40            | \$ 5,200.00         |
| Project Professional / Technical Specialist (GIS)  |                      |               |                     |               |                     |               |                     |               |                     |
| Chris Bente  | \$ 124.00            |               | -                   |               | -                   |               | -                   | 8             | \$ 992.00           |
| Staff Professional / Quality Manager               |                      |               |                     |               |                     |               |                     |               |                     |
| Scott Simmons                                      | \$ 114.00            | 4             | \$ 456.00           | 4             | \$ 456.00           | 4             | \$ 456.00           | 16            | \$ 1,824.00         |
| Staff Professional / Project Planner               |                      |               |                     |               |                     |               |                     |               |                     |
| Anna Davis   | \$ 114.00            | 24            | \$ 2,736.00         | 24            | \$ 2,736.00         | 24            | \$ 2,736.00         | 64            | \$ 7,296.00         |
| Staff Professional / Project Planner               |                      |               |                     |               |                     |               |                     |               |                     |
| Lindsey Trummy                                     | \$ 114.00            | 24            | \$ 2,736.00         | 24            | \$ 2,736.00         | 24            | \$ 2,736.00         | 64            | \$ 7,296.00         |
| Staff Professional / Project Planner               |                      |               |                     |               |                     |               |                     |               |                     |
| Kay Vasiljeva                                      | \$ 103.00            | 24            | \$ 2,472.00         | 24            | \$ 2,472.00         | 24            | \$ 2,472.00         | 64            | \$ 6,592.00         |
| Technical Editor                                   |                      |               |                     |               |                     |               |                     |               |                     |
| Various  | \$ 119.00            |               | -                   |               | -                   |               | -                   | 12            | \$ 1,428.00         |
| Graphics   |                      |               |                     |               |                     |               |                     |               |                     |
| Various  | \$ 93.00             |               | -                   |               | -                   |               | -                   | 8             | \$ 744.00           |
| Word Processor                                     |                      |               |                     |               |                     |               |                     |               |                     |
| Various  | \$ 93.00             |               | -                   |               | -                   |               | -                   | 12            | \$ 1,116.00         |
| <b>TRAVEL CATEGORY / FUNCTION</b>                  | <b>LABOR TOTALS</b>  | <b>102.00</b> | <b>\$ 12,320.00</b> | <b>102.00</b> | <b>\$ 12,320.00</b> | <b>106.00</b> | <b>\$ 13,044.00</b> | <b>310.00</b> | <b>\$ 36,292.00</b> |
| Mileage  |                      |               | \$ 500.00           |               | \$ 500.00           |               | \$ 500.00           |               | \$ 500.00           |
| <b>OTHER DIRECT COSTS</b>                          | <b>TRAVEL TOTALS</b> |               | \$ 500.00           |               | \$ 500.00           |               | \$ 500.00           |               | \$ 500.00           |
| Reproduction Cost                                  |                      |               |                     |               |                     |               |                     |               | \$ 1,000.00         |
| <b>OTHER DIRECT COSTS TOTALS</b>                   |                      |               | \$ -                |               | \$ -                |               | \$ -                |               | \$ 1,000.00         |
| <b>YEAR 2 QUARTERLY TOTALS</b>                     |                      |               | \$ 12,820.00        |               | \$ 12,820.00        |               | \$ 13,544.00        |               | \$ 37,792.00        |
| <b>YEAR 1 TOTAL</b>                                |                      |               | \$ -                |               | \$ -                |               | \$ -                |               | \$ 1,000.00         |
| <b>YEAR 2 TOTAL</b>                                |                      |               | \$ 12,820.00        |               | \$ 12,820.00        |               | \$ 13,544.00        |               | \$ 37,792.00        |
| <b>YEAR 1 TOTAL</b>                                |                      |               | \$ 67,740.00        |               | \$ 67,740.00        |               | \$ 67,740.00        |               | \$ 67,740.00        |
| <b>YEAR 2 TOTAL</b>                                |                      |               | \$ 76,976.00        |               | \$ 76,976.00        |               | \$ 76,976.00        |               | \$ 76,976.00        |
| <b>TOTAL PROPOSED</b>                              |                      |               | \$ 144,716.00       |               | \$ 144,716.00       |               | \$ 144,716.00       |               | \$ 144,716.00       |
| <b>NOT TO EXCEED PROJECT BUDGET \$ 144,741</b>     |                      |               |                     |               |                     |               |                     |               |                     |

EXHIBIT C

PROFESSIONAL SERVICES AGREEMENT

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; [list, if applicable]

**EXHIBIT D  
PROFESSIONAL SERVICES AGREEMENT**

**GENERAL PROVISIONS**

**1. Independent Contractor.**

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

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

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

communicate in any manner any City Information to any third party without the prior written consent of CITY. In addition, CONTRACTOR shall comply with all CITY policies governing the use of the CITY network and technology systems, as set forth in applicable provisions of the City of Sacramento Administrative Policy Instructions # 30. A violation by CONTRACTOR of this Section 6 shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

**7. CONTRACTOR Information.**

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

information shall be disclosed by CITY pursuant to applicable procedures required by the Public Records Act.

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

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

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

**10. Indemnity.**

- A. Indemnity: CONTRACTOR shall defend, hold harmless and indemnify CITY, its officers and employees, and each and every one of them, from and against any and all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, costs and expenses of every type and description, including, but not limited to, any fees and/or costs reasonably incurred by CITY's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), including but not limited to Liabilities arising from personal injury or death, damage to personal, real or intellectual property or the environment, contractual or other economic damages, or regulatory penalties, arising out of or in any way connected with performance of or failure to perform this Agreement by CONTRACTOR, any sub-consultant, subcontractor or agent, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, whether or not (i) such Liabilities are caused in part by a party indemnified hereunder or (ii) such Liabilities are litigated, settled or reduced to judgment; provided that the foregoing indemnity does not apply to liability for any damage or expense for death or bodily injury to persons or damage to property to the extent arising from the sole negligence or willful misconduct of CITY, its agents, servants, or independent contractors who are directly responsible to CITY, except when such agents, servants, or independent contractors are under the direct supervision and control of CONTRACTOR.
- B. Insurance Policies; Intellectual Property Claims: The existence or acceptance by CITY of any of the insurance policies or coverages described in this Agreement shall not affect or limit any of CITY's rights under this Section 10, nor shall the limits of such insurance limit the liability of CONTRACTOR hereunder. This Section 10 shall not apply to any intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of Section 7.B., above. The provisions of this Section 10 shall survive any expiration or termination of this Agreement.

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

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

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

A. Minimum Scope & Limits of Insurance Coverage

- (1) Commercial General Liability Insurance, providing coverage at least as broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million

dollars (\$1,000,000) per occurrence. The policy shall provide contractual liability and products and completed operations coverage for the term of the policy.

- (2) Automobile Liability Insurance providing coverage at least as broad as ISO Form CA 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide coverage for owned, non-owned and/or hired autos as appropriate to the operations of the CONTRACTOR.

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

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

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

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

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

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

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

B. Additional Insured Coverage

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

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

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

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

C. Other Insurance Provisions

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

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

D. Acceptability of Insurance

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

E. Verification of Coverage

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

Agreement if the insurance is canceled or CONTRACTOR otherwise ceases to be insured as required herein.

F. Subcontractors

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

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

- A. Compliance With Regulations: CONTRACTOR shall comply with the Executive Order 11246 entitled "Equal Opportunity in Federal Employment", as amended by Executive Order 11375 and 12086, and as supplemented in Department of Labor regulations (41 CFR Chapter 60), hereinafter collectively referred to as the "Regulations".
- B. Nondiscrimination: CONTRACTOR, with regards to the work performed by it after award and prior to completion of the work pursuant to this Agreement, shall not discriminate on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation in selection and retention of subcontractors, including procurement of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in discrimination prohibited by the Regulations.
- C. Solicitations for Subcontractors, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by CONTRACTOR for work to be performed under any subcontract, including all procurement of materials or equipment, each potential subcontractor or supplier shall be notified by CONTRACTOR of CONTRACTOR's obligation under this Agreement and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation.
- D. Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or by any orders or instructions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the CITY to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the CITY, and shall set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of noncompliance by CONTRACTOR with the nondiscrimination provisions of this Agreement, the CITY shall impose such sanctions as it may determine to be appropriate including, but not limited to:
  - (1) Withholding of payments to CONTRACTOR under this Agreement until CONTRACTOR complies;

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

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

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

- A. Use Tax Direct Payment Permit: For all leases and purchases of materials, equipment, supplies, or other tangible personal property used to perform the Agreement and shipped from outside California, the Contractor and any subcontractors leasing or purchasing such materials, equipment, supplies or other tangible personal property shall obtain a Use Tax Direct Payment Permit from the California State Board of Equalization (“SBE”) in accordance with the applicable SBE criteria and requirements.
  
- B. Sellers Permit: For any construction contract and any construction subcontract in the amount of \$5,000,000 or more, Contractor and the subcontractor(s) shall obtain sellers permits from the SBE and shall register the jobsite as the place of business for the purpose of allocating local sales and use tax to the City. Contractor and its subcontractors shall remit the self-accrued use tax to the SBE, and shall provide a copy of each remittance to the City.
  
- C. The above provisions shall apply in all instances unless prohibited by the funding source for the Agreement.

## EXHIBIT E

### REQUIREMENTS OF THE NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

#### INTRODUCTION

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

#### APPLICATION

The provisions of the Ordinance apply to any contract or agreement (as defined below), between a Contractor and the City of Sacramento, in an amount exceeding \$100,000.00. The Ordinance applies to that portion of a contractor's operations that occur: (i) within the City of Sacramento; (ii) on real property outside the City of Sacramento if the property is owned by the City or if the City has a right to occupy the property; or (iii) at any location where a significant amount of work related to a City contract is being performed.

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

#### DEFINITIONS

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

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

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

primarily for the purpose of espousing or advocating causes or ideas and that are generally protected by the First Amendment to the United States Constitution or that are primarily recreational in nature.

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

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

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

#### **CONTRACTOR’S OBLIGATION TO PROVIDE THE CITY WITH DOCUMENTATION AND INFORMATION**

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

#### **EMPLOYER COMPLIANCE CERTIFICATE AND NOTICE REQUIREMENTS**

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

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

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

## Attachment A



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

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

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

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

The included employee benefits are:

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

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

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

**You May . . .**

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

City of Sacramento  
Procurement Services Division  
915 I Street, Second Floor  
Sacramento, CA 95814

- 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, Procurement Services, containing the details of the alleged violation. The address is:  
  
City of Sacramento  
Procurement Services Division  
915 I Street, Second Floor  
Sacramento, CA 95814
- 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, Procurement Services, at the same address, containing the details of the alleged violation.



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# **City of Sacramento**

## **Department of Utilities**

### **REQUEST FOR PROPOSALS**

### **P14141311015**

### **Consultant Services for Sacramento Rescue and Evacuation Mapping**

**Issued:** April 16, 2014

**Due Date:** May 2, 2014, 2:30 pm deadline

**Submit to:** City of Sacramento  
Department of Utilities  
1395 35<sup>th</sup> Avenue, Sacramento, CA 95822  
Attn: Connie Perkins, Senior Engineer

For Information Contact:

Connie Perkins, Senior Engineer  
(916) 808-1914 (voice) (916) 808-1497 (fax)  
E-Mail: [cperkins@cityofsacramento.org](mailto:cperkins@cityofsacramento.org)

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**REQUEST FOR PROPOSALS  
CONSULTANT SERVICES FOR  
SACRAMENTO RESCUE AND EVACUATION MAPPING**

**April 16, 2014**

**A. INTRODUCTION**

**a. Purpose**

The City of Sacramento (City) is requesting proposals from consultants interested in providing services to the City of Sacramento to revise the City of Sacramento/County of Sacramento Rescue and Evacuation Mapping.

This work may be accomplished utilizing subcontractors acceptable to the City.

Interested firms are invited to submit their proposals in accordance with the requirements of this RFP. All proposals shall be submitted in accordance with the format and information listed in Section E. PROPOSAL SUBMITTAL REQUIREMENTS of this RFP.

**b. Deadlines**

If necessary, the last date for posting an Addendum will be April 29, 2014.

Proposals are to be received by 2:30 p.m. on May 2, 2014 as described in Section E of this RFP.

**c. Background**

The Department of Utilities (DOU) is responsible for maintaining the City's Rescue and Evacuation (R&E) Maps, which can be utilized in emergency situations. These maps should be updated to reflect the most current and accurate data available to protect the public to the maximum extent possible.

DOU has joined a multi-agency collaboration to receive grant funding from the California Department of Water Resources (CA DWR) for Statewide Flood Emergency Response Projects. The alliance includes the City of Sacramento Department of Utilities, Sacramento County Department of Water Resources (County DWR), Sacramento County Office of Emergency Services (Sac OES), California State University Sacramento (CSUS), American River Flood Control District (ARFCD), Reclamation District 1000 (RD1000), and Sacramento Metropolitan Fire (Sac Metro Fire). The grant work will have a direct and significant positive impact on the region's ability to respond effectively and efficiently during an emergency.

The total CA DWR grant consists of nine tasks to be managed by the lead agency, Sacramento Office of Emergency Services, on behalf of the multi-agency alliance. DOU will act as the recipient for the grant administrator, Sacramento County OES, and shall contract with a firm to implement multiple assigned tasks. This RFP addresses work beginning upon date of award by CA DWR, covering grant Task 3.1.

**d. Project Budget**

Project has a not-to-exceed budget of \$175,750 for the 2 year duration of the grant.

**B. SELECTION PROCESS**

**a. Selection Process**

After the submittal deadline has passed, a selection committee comprised of DOU and County DWR staff will rank the proposals in accordance with the criteria provided in Proposal Rating Form (Attachment 4), which includes expertise, experience and qualifications; client references; and cost.

A selection of the top ranked firm may be made based solely on the selection committee’s review and ranking of the proposals, without conducting any interviews.

Interviews may also be conducted with a minimum of the two top ranked firms determined in the selection. If interviews are held, the selection committee will select the top-ranked firm based on both the proposal rankings and the interview results, as indicated in Attachment 4 – Proposal Rating Form.

The City will enter into negotiations for a Professional Services Agreement (Attachment 5) with the top ranked firm(s). If negotiations are not successful in reaching agreement, the City may enter into negotiations with the next-ranked firm.

Local Business Enterprise (LBE) participation will be considered during proposal evaluation as indicated on Proposal Rating Form (Attachment 4). See Attachment 1 for more information.

The issuance of this RFP shall not be interpreted as, and does not constitute, a representation by the City that any specific firm or firms will be retained to perform any of the services described herein, and a firm shall not acquire any right or entitlement to be retained for such purpose by virtue of submitting a proposal in response to this RFP.

The City reserves the right to issue additional RFP(s) for the performance of these services during the service period specified below. The City may select qualified firms that submit proposals in response to this RFP, and/or any subsequent RFP, to

perform all, some or any of the professional services required by the City. The City also reserves the option to cancel or modify this RFP and the selection process at any time.

**b. Selection Schedule**

|   |                |
|---|----------------|
| RFP issued                                | April 16, 2014 |
| Last Day to Ask Questions (if necessary)  | April 28, 2014 |
| Last Addendum Posting Date (if necessary) | April 29, 2014 |
| Proposals due                             | May 2, 2014    |
| Selection Panel                           | May 14, 2014   |
| Informal Interviews (optional)            | TBD            |
| Council Date                              | TBD            |
| Notice to Proceed                         | TBD            |
| Kick-Off Meeting                          | TBD            |

It is important that the firm selected be able to respond quickly during contract negotiations and initiate work as soon as possible after the contract has been approved.

**C. SERVICES REQUESTED**

**SCOPE OF WORK**

This scope of work details the requirements for Rescue and Evacuation Mapping consultant services. Please address each point of the scope of work in your proposal.

**a. Coordination**

Consultant shall be required to support and coordinate with multiple parties in addition to the City’s designated Project Manager to complete assigned tasks. Parties may include:

1. City employees designated by City Project Manager
2. Representative(s) from consultant preparing and implementing Training classes
3. Representative(s) from consultant preparing and implementing Tabletop and Functional Exercises
4. Representative(s) from consultant(s) preparing updates to emergency action plans
5. Representative(s) from other participating partner agencies including:
  - A. Sacramento County, Office of Emergency Services (Sac OES)
  - B. American River Flood Control District (ARFCD)
  - C. Reclamation District 1000 (RD1000)

- D. California State University Sacramento (CSUS)
- E. Sacramento County Department of Water Resources (Sac DWR)

**b. Consultant Services**

The Consultant will provide technical services that will support DOU and County DWR with updating the current R&E mapping dated 2005. The Consultant will utilize the best available hydrologic and hydraulic models for the Sacramento River basin that were developed by the CA DWR under the Central Valley Flood Evaluation and Delineation Program (CVFED). The proposed R&E mapping will be based on the United States Army Corps of Engineers (USACE) 200-year and 500-year hydrology and utilize the CVFED one- and two-dimensional modeling tools. The previous 2005 R&E mapping was based on the 100-year storm frequency.

The consultants shall include the impacts of 200-year levee breaches on the American and Sacramento Rivers, from 200-year levee breaches on the North Area Streams (Natomas East Main Drain, Arcade Creek, and Dry/Robla Creek) and 200-year levee breaches on the Morrison Creek north levee. Also, the impacts from 500-year overtopping for the same breaches should be included. These scenarios are available in the existing CVFED models. If additional funds remain after these have been addressed, flooding from a hypothetical Folsom Reservoir failure should be included. Quality control should be implemented during modeling.

The consultant shall include a web-based application that will allow the City and County of Sacramento to control break locations, flood depths, critical facilities, and residential routes.

The Consultant shall produce a technical report summarizing the work performed, including the documentation of the findings and results. A draft report shall be submitted followed by a final report, after review and comments by City and County staff.

The maps, web-based application, and report shall be incorporated into the partnering agencies' emergency action plans.

**Deliverables/Tasks:**

1. Project Management
2. Review existing data and identify breach locations
3. Run and evaluate models
4. Develop R&E maps
5. Develop web-based application
6. Quality assurance/quality control
7. Draft technical report & maps
8. Final technical report & maps

**c. Management of Services**

The firm selected shall commit an experienced project manager to this project. All services called for in this RFP will be performed under the direction of this project manager, and the Project Manager shall serve as key contact person for the City.

**d. Expertise**

Expertise, experience and qualifications of the firm, project manager and other key team members are given important consideration in the selection process. See Section D, #6 of this RFP for information to include in the proposal.

Please include in your proposal information on the firm’s knowledge and expertise regarding Emergency Action Plans, Flood Emergency Plans, Emergency Response Plans, and information on the firm’s plans and capabilities to ensure compliance with Standardized Emergency Management Systems (SEMS) and National Incident Management System (NIMS).

**e. Schedule**

The project must be completed within two years of the grant acceptance date. As such, a tentative schedule has been established with quarterly and yearly deadlines. Consultant shall meet these deadlines to the best of their ability. If deadlines are unable to be kept due to unforeseen circumstances or delays, project manager shall notify City representative immediately and new deadlines shall be established at that time by the City representative.

**D. INSTRUCTIONS FOR COST ESTIMATE FORM**

**a. General**

The Cost Estimate Form (Attachment 2) contains a description of tasks to be performed based on a 2 year schedule. Please provide a price for the tasks listed. If a task will be sub-contracted and performed by another consultant, a price must be provided, along with the name of the sub-consultant.

Other forms will not be accepted. Attachments and explanations can be included, provided they do not supersede or replace the quote form and do not change the scope, pricing, or intent of this package. Quoted prices should include all necessary prices for the production of results as outlined in this scope of work.. Cost Estimate Forms that do not have a price listed for each applicable task will be considered incomplete and will not be considered.

## **b. Cost Estimate Form**

The Cost Estimate Form has three sub-headings:

### **1. Labor**

Under this section provide all labor costs necessary to complete each applicable quarterly task. Complete Category / Job Title, Rate, Estimated Number of Hours, and Cost columns.

### **2. Travel**

Under this section provide all travel costs necessary to complete each applicable quarterly task. Complete Category / Function, Duration, and Cost columns.

### **3. Other Direct Costs**

Under this section provide all costs for materials, printing costs, etc. necessary to complete each applicable quarterly task. Complete Other Direct Costs, Comment, and Cost columns.

The enclosed form can be used or another similar spreadsheet. The total cost of all monthly tasks shall not exceed the Project Budget of \$173,643. The total cost per task is not locked and can be shifted between tasks as the workflow indicates if authorized by the City designated Project Manager, but in no circumstance shall the total amount exceed the Project Budget.

## **E. PROPOSAL SUBMITTAL REQUIREMENTS**

Firms or individuals interested in submitting proposals for this project should respond to this RFP by submitting a written proposal providing all the information requested below. The proposal will be considered complete only if all of the items listed in this section are included in the submittal.

Six (6) copies of the proposal including one (1) unbound copy, and one (1) electronic copy of the proposal in PDF format, shall be submitted no later than 2:30 PM PST, May 2, 2014 to:

City Of Sacramento  
Department of Utilities  
1395 35<sup>th</sup> Avenue, Sacramento, CA 95822  
Re: Sacramento Rescue and Evacuation Mapping  
Attn: Connie Perkins, Senior Engineer

The proposal must be limited to ten (10) single-sided pages with minimum 11-point font, not including introductory letter, resumes, LBE forms (Attachment 1), and Cost Estimate

Form (Attachment 3). The submittal must be provided in a sealed envelope or box; the Cost Estimate Form shall be enclosed in a separate sealed envelope or box.

Please provide and present the following information in the order listed, in a clear and concise format:

- i. Firm Name
- ii. Corporate office and local office address, city, state, zip code, telephone number, fax number, and web site addresses
- iii. Firm brief history, background, specialties, ownership
- iv. Proposal contact person, address, phone number, e-mail address
- v. Office location or locations where the work will be accomplished by the proposing firm and subcontractors.
- vi. Introductory letter describing firm's basic understanding of the services identified. This letter should also contain an expression of the firm's interest in the work, a statement regarding the qualifications of the firm to do the work, and any summary information that may be useful or informative to the City.
- vii. Organizational chart for proposed team, identifying the Project Manager and task leads. The Project Manager should be the day-to-day contact for the project and will be expected to communicate with City staff.
- viii. Describe project team and include specific subject areas that the Project Manager and individual team members would support. Summarize expertise and qualifications of key project team members to provide services described in Section C, above.
- ix. List the Project Manager and individual project team members' past and ongoing experience with Emergency Action Plans. Include three client references with addresses and telephone numbers. Indicate the roles of project team candidates in the projects listed. Briefly discuss how this past experience relates to the proposal and affects your project approach.
- x. Provide an attachment or appendix with resumes including applicable experience for Project Manager and key individuals.
- xi. Provide information identifying key members of firm/project team who will be assigned to project through completion of the project and their availability. The identification and utilization of specific key personnel through the life of the project are important factors in the City's consideration and selection of a firm/project team. Any changes in identified key personnel after the award of

the agreement must be approved by the City in writing before the change is made. Include availability of team to begin work as soon as possible after the selected firm receives the notice to proceed.

- xii. Provide proposed approach to conduct of project, and proposed Scope of Work for performance of the services described in Section C of this RFQ, including key staff assigned..
- xiii. Cost Estimate. The cost estimate should address all requirements described in section C of this RFP. Costs in the proposal should include services to be provided for no more than a two year term beginning on date of contract award. Task costs shall include labor, materials, printing costs, other direct costs or reimbursable costs, costs for courier services, travel costs, and any other applicable costs. Consultant shall also provide information on hourly labor rates for all team members who will be assigned to project. Provide completed Cost Estimate form and other related information as an attachment to your proposal; it must be in a separate sealed envelope or box.
- xiv. Provide a disclosure identifying any actual, apparent or potential conflict of interest that may result from the performance of any of the services described in Section C of this RFP. These may include any actual, apparent, direct or potential conflicts of interest that may exist with respect to the firm, employees or other persons relative to the provided service. City policy is described further in Section J. CONFLICT OF INTEREST POLICY of this RFP.
- xv. Complete the form entitled "Items Requiring Response" (see Attachment 2) and attach copies of Local Business Enterprise (LBE) certifications.
- xvi. The firm selected to perform the requested services will be required to execute the "Declaration of Compliance, Equal Benefits Ordinance" form that is part of the City's standard Professional Services Agreement, attached as Attachment 4. More information regarding the City's Non-Discrimination In Employee Benefits Code, otherwise known as the Equal Benefits Ordinance (EBO), is provided in Exhibit E to the standard Professional Services Agreement.

For more information, including [Contractor's Q&As](#), which includes general information on the most important questions about the EBO from the contractor's perspective, see the following website:

[http://www.cityofsacramento.org/PSS/contract\\_services.htm](http://www.cityofsacramento.org/PSS/contract_services.htm)

For further questions on the EBO, please contact the Program Administrator at (916) 808-8796.

## **F. PROFESSIONAL SERVICES AGREEMENT**

A copy of the City's Professional Services Agreement that the selected firm will be required to sign is provided as Attachment 4. Please note that any firm selected will be required to comply with the standard provisions set forth in Exhibit D of the Agreement; section 11.A provides information on minimum scope and limits of insurance coverage, and section 11.B provides information on additional insured coverage.

The selected firm will need to provide insurance certificate(s) for Commercial General Liability, Automobile Liability, Workers' Compensation and Employer's Liability, and Professional Liability Insurance for this project. Endorsement(s) signed by an authorized representative of the insurance carrier will also be needed for Commercial General Liability and Automobile Liability insurance, with language included in the endorsement(s) that the City, its officials, employees and volunteers shall be covered as additional insured.

If the insurance certificate(s) and endorsements are provided by an insurance broker, the insurance company will also need to provide verification of coverage.

The selected firm will be required to complete and submit a W-9 form and CA form 587 or 590.

## **G. ADDENDA AND SUPPLEMENTS TO REQUEST FOR PROPOSALS**

The City of Sacramento reserves the right to cancel, postpone, extent or revise this RFP or the RFP process at any time. If it becomes necessary to revise any part of this RFP, an Addendum to the RFP will be provided on the City's Bid website at <http://www.cityofsacramento.org/finance/bids/>.

## **H. BUSINESS OPERATIONS TAX CERTIFICATE (B.O.T.C.)**

Sacramento City Code Chapter 3.08 requires any person or firm conducting business within or with the City of Sacramento to pay a Business Operations Tax and have a current Business Operations Tax Certificate.

To obtain information about the Business Operations Tax Certificate, contact the City of Sacramento Revenue Division, 915 I Street, Sacramento, CA 95814, or telephone 916-808-8500.

## **I. CONFLICT OF INTEREST POLICY**

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 working for contractors providing services or performing work for the City, if such individuals 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 individuals who qualify as “consultants” to file the following statements of economic interests with the City:

- (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 standard agreement attached to this RFP indicates whether or not the individual(s) who will provide services or perform work pursuant to the agreement will be considered “consultants” within the meaning of the Political Reform Act and the City’s Conflict of Interest Code. The submission of a proposal in response to this RFP constitutes the proposer’s acknowledgement and agreement that, if the proposer is awarded the agreement by City, the individuals who will provide services or perform work pursuant to the agreement will not have a conflict of interest under the City’s Conflict of Interest Code.

In addition, if the proposer is awarded the agreement by City, such proposer shall cause the following to occur within 30 days after execution of the agreement:

- (1) The proposer shall identify the individuals who will provide services or perform work under the agreement as “consultants” within the meaning of the Political Reform Act and the City’s Conflict of Interest Code;
- (2) The proposer shall cause these individuals to file with the City Representative identified in the agreement the “assuming office” statements of economic interests required by the City’s Conflict of Interest Code.

Thereafter, throughout the term of the agreement, the proposer 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 the agreement, until all required statements are filed.

## **J. MISCELLANEOUS**

All material submitted shall become the property of the City of Sacramento, may be reviewed and evaluated as part of this RFP process by any persons at the discretion of the City of Sacramento, and may be publicly disclosed as required by law.

ATTACHMENT 1

**\*\*ITEMS REQUIRING RESPONSE\*\***

NOTE: *Firms submitting proposals must provide responses to the following items.*

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

**I. LBE FIVE PERCENT (5%) BID EVALUATION PREFERENCE**

On April 3, 2012, the Sacramento City Council adopted a Local Business Enterprise (LBE) Preference Program to provide enhanced opportunities for the participation of local business enterprises (LBEs) in the City's contracting and procurement activities. On November 19, 2013, City Council increased the LBE preference.

The LBE Program provides for a **five percent (5%) preference** on all City procurement opportunities under \$100,000. For professional service contracts only, this preference also applies to procurement opportunities of \$100,000 or more.

A bid or quotation submitted by a firm that is located within Sacramento city and/or the unincorporated county of Sacramento will receive a five percent (5%) bid evaluation preference for the purpose of determining the lowest responsible bidder. If, after applying the 5% bid evaluation preference, the bid of an LBE firm receiving such preference is determined to be the lowest responsible bid, the award will be made for the actual amount bid.

Bidders shall submit proof to the City demonstrating that the business is in compliance with all applicable laws relating to licensing and is not delinquent on any City of Sacramento or County of Sacramento taxes, permits, or fees.

**II. LBE QUALIFICATION**

- A. An LBE designated in the bid must be qualified as an LBE prior to the time set for submission of bids.
- B. Local Business Enterprise means a business enterprise, including but not limited to, a sole proprietorship, partnership, limited liability company, corporation, or other business entity that has a legitimate business presence in the city or unincorporated county of Sacramento. Proof of legitimate business presence in the city or unincorporated county of Sacramento shall include:

1. Having a current City of Sacramento Business Operation Tax or County of Sacramento Business License for at least twelve (12) consecutive months prior to submission of bid; and
2. Having either of the following types of offices or workspace operating legally within the city or unincorporated county of Sacramento for at least twelve (12) consecutive months prior to submission of bid:
  - a. The LBE's principle business office or workspace; or
  - b. The LBE's regional, branch or satellite office with at least one full time employee located in the city or unincorporated county of Sacramento.
- C. An LBE must provide a physical address for the basis of location. This excludes P.O. Box addresses.
- D. An LBE must provide a current copy of the City of Sacramento Business Operations Tax Certificate and/or County of Sacramento Business License.

### **III. APPLICATION OF LBE PREFERENCE**

- A. When applying the LBE preference to a Bid, the preference shall apply to the Bid price solely for Bid evaluation purposes such that the total price bid by a Local Business shall be reduced by five percent (5%) of the amount bid by that Local Business, and the reduced Bid amount shall be deemed the amount bid by that bidder. The Contract price shall in all events be the amount Bid by the successful bidder awarded the Contract.
- B. When applying the LBE preference to a Proposal, the preference shall apply in the form of additional points to the Proposal's final score such that the score awarded to a Proposal submitted by a Local Business is increased by five percent (5%) of the total possible evaluation points.
- C. The LBE preference shall apply to all City procurement opportunities under \$100,000 and professional service contracts of \$100,000 or more

### **IV. DEFINITIONS**

- A. Local Business Enterprise (LBE): A business enterprise, including but not limited to, a sole proprietorship, partnership, limited liability company, corporation, or any other business entity that has a legitimate business presence in the city or unincorporated county of Sacramento.
- B. Proposal: Any response to a City solicitation for Proposals or Qualifications.
- C. Bid: Any response to a City solicitation for bids.

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

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

**YES** - the firm submitting the bid is qualified as a local business enterprise.

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

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

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

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

**3. BUSINESS OPERATIONS TAX CERTIFICATE (B.O.T.C.)**

Sacramento City Code Chapter 3.08 requires any person or firm conducting business within or with the City of Sacramento to pay a **Business Operations Tax and have a current Business Operations Tax Certificate.**

To obtain information about the Business Operations Tax Certificate, contact the City of Sacramento Revenue Division, 915 I Street, Room 1214, Sacramento, CA 95814, or telephone (916) 808-8500.

ATTACHMENT 2  
ESTIMATED SCHEDULE

SACRAMENTO RESCUE AND EVACUATION MAPS

The items below shall include all deliverables and assessments for the Sacramento Rescue and Evacuation Maps.

| <b>DATE</b>    | <b>ITEM DESCRIPTION</b>                            |
|----------------|--|
| March 2014     | Review existing data and identify breach locations |
| May 2014       | Run and evaluate models                            |
| July 2014      | Develop R&E maps                                   |
| August 2014    | Develop web-based application                      |
| September 2014 | Quality Assurance/Quality Control                  |
| October 2014   | Draft technical report & maps                      |
| November 2014  | Final technical report & maps                      |



ATTACHMENT 4

**Proposal Rating Form: Consultant Services for Sacramento Rescue and Evacuation Mapping  
February 2014**

Proposer:

Selection Committee Member:

Date of Review:

Signature: \_\_\_\_\_

**Selection Criteria**

- A. Expertise
- B. Experience
- C. Qualifications
- D. Cost

| Selection Criteria  | Scoring for Subject Area | Weight*        | Computed Scores for Subject Area |
|---------------------|--------------------------|----------------|----------------------------------|
| A                   |                          | 0.25           |                                  |
| B                   |                          | 0.25           |                                  |
| C                   |                          | 0.25           |                                  |
| D                   |                          | 0.25           |                                  |
| Subtotal            |                          | 1.00           |                                  |
| LBE 5% preference** |                          | 0.05 total pts |                                  |
| Total               |                          |                |                                  |

\* Weighing Factor

\*\* Local Business Enterprise Bid Evaluation Preference

Scoring: Please evaluate the proposals using the following cumulative point system (maximum of 5.00 points):

|                                 |   |   |
|---------------------------------|---|---|
| Outstanding                     | = | 5 |
| Very Good                       | = | 4 |
| Good                            | = | 3 |
| Average                         | = | 2 |
| Poor                            | = | 1 |
| Not Addressed or not acceptable | = | 0 |

**Additional review factors include:**

- References
- Interviews - if the Selection Committee determines to include interviews in the selection process.

ATTACHMENT 5  
PROFESSIONAL SERVICES AGREEMENT

PROJECT #:  
PROJECT NAME:  
DEPARTMENT:  
DIVISION:

CITY OF SACRAMENTO

**PROFESSIONAL SERVICES AGREEMENT \***

**THIS AGREEMENT** is made at Sacramento, California, as of \_\_\_\_\_, by and between the **CITY OF SACRAMENTO**, a municipal corporation (“CITY”), and

*Name of Contractor*  
*Address*  
*Phone/Fax*

(“CONTRACTOR”), who agree as follows:

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

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

pursuant to this Agreement. CITY shall furnish to CONTRACTOR only the facilities and equipment listed in Exhibit C according to any terms and conditions set forth in Exhibit C.

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

Executed as of the day and year first above stated.

**CITY OF SACRAMENTO**  
A Municipal Corporation

Attachments

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

Exhibit A - Scope of Service

Print name: \_\_\_\_\_

Exhibit B - Fee Schedule/Manner of Payment

Title: \_\_\_\_\_

Exhibit C - Facilities/Equipment Provided

Exhibit D - General Provisions

Exhibit E - Non-Discrimination in Employee Benefits

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

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

Name of Contractor: \_\_\_\_\_

Address: \_\_\_\_\_

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.

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Signature of Authorized Representative

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Date

---

Print Name

---

Title

## EXHIBIT A

### PROFESSIONAL SERVICES AGREEMENT

#### SCOPE OF SERVICES

**1. Representatives.**

The CITY Representative for this Agreement is:

*Connie Perkins, Senior Engineer  
1395 35<sup>th</sup> Avenue, Sacramento, CA 95822  
Phone: (916) 808-1914 Fax: (916) 808-1497 E-mail: cperkins@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:

*Name/Title  
Address  
Phone/Fax/E-mail*

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 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:

- (2) Identify the individuals who will provide services or perform work under this Agreement as “consultants”;
- (3) 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.** *[Describe services to be provided here, or, if scope of services is described in an attachment, label the attachment “Attachment 1 to Exhibit A” and include the following sentence:]*

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.

## EXHIBIT B

### PROFESSIONAL SERVICES AGREEMENT

#### FEE SCHEDULE/MANNER OF PAYMENT

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

D. Requests for payment shall be sent to:

*Department of Utilities, Engineering Services  
1391 35<sup>th</sup> Avenue, Sacramento, CA 95822*

*Phone: (916) 808-1914 Fax: (916) 808-1497 Email: cperkins@cityofsacramento.org*

*Attn: Connie Perkins*

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

**EXHIBIT C**

**NONPROFESSIONAL SERVICES AGREEMENT**

**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 [*list, if applicable*]:

**EXHIBIT D**  
**PROFESSIONAL SERVICES AGREEMENT**

**GENERAL PROVISIONS**

**1. Independent Contractor.**

- A. It is understood and agreed that CONTRACTOR (including CONTRACTOR's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither CONTRACTOR nor CONTRACTOR's assigned personnel shall be entitled to any benefits payable to employees of CITY. CITY is not required to make any deductions or withholdings from the compensation payable to CONTRACTOR under the provisions of this Agreement, and CONTRACTOR shall be issued a Form 1099 for its services hereunder. As an independent contractor, CONTRACTOR hereby agrees to indemnify and hold CITY harmless from any and all claims that may be made against CITY based upon any contention by any of CONTRACTOR's employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any Services under this Agreement. (As used in this Exhibit D, the term "Services" shall include both Services and Additional Services as such terms are defined elsewhere in this Agreement.)
- B. It is further understood and agreed by the parties hereto that CONTRACTOR, in the performance of its obligations hereunder, is subject to the control and direction of CITY as to the designation of tasks to be performed and the results to be accomplished under this Agreement, but not as to the means, methods, or sequence used by CONTRACTOR for accomplishing such results. To the extent that CONTRACTOR obtains permission to, and does, use CITY facilities, space, equipment or support services in the performance of this Agreement, this use shall be at the CONTRACTOR's sole discretion based on the CONTRACTOR's determination that such use will promote CONTRACTOR's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the CITY does not require that CONTRACTOR use CITY facilities, equipment or support services or work in CITY locations in the performance of this Agreement.
- C. If, in the performance of this Agreement, any third persons are employed by CONTRACTOR, such persons shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONTRACTOR. It is further understood and agreed that CONTRACTOR shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of CONTRACTOR's assigned personnel and subcontractors.
- D. The provisions of this Section 1 shall survive any expiration or termination of this Agreement. Nothing in this Agreement shall be construed to create an exclusive relationship between CITY and CONTRACTOR. CONTRACTOR may represent, perform services for, or be employed by such additional persons or companies as CONTRACTOR sees fit provided that CONTRACTOR does not violate the provisions of Section 5, below.

**2. Licenses; Permits, Etc.** CONTRACTOR represents and warrants that CONTRACTOR has all licenses, permits, City Business Operations Tax Certificate, qualifications, and approvals of whatsoever nature

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

3. **Time.** CONTRACTOR shall devote such time and effort to the performance of Services pursuant to this Agreement as is necessary for the satisfactory and timely performance of CONTRACTOR's obligations under this Agreement. Neither party shall be considered in default of this Agreement, to the extent that party's performance is prevented or delayed by any cause, present or future, that is beyond the reasonable control of that party.
4. **CONTRACTOR Not Agent.** Except as CITY may specify in writing, CONTRACTOR and CONTRACTOR's personnel shall have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. CONTRACTOR and CONTRACTOR's personnel shall have no authority, express or implied, to bind CITY to any obligations whatsoever.
5. **Conflicts of Interest.** CONTRACTOR covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, that would conflict in any manner with the interests of CITY or that would in any way hinder CONTRACTOR's performance of Services under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor, without the written consent of CITY. CONTRACTOR agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the interests of CITY at all times during the performance of this Agreement. If CONTRACTOR is or employs a former officer or employee of the CITY, CONTRACTOR and any such employee(s) shall comply with the provisions of Sacramento City Code Section 2.16.090 pertaining to appearances before the City Council or any CITY department, board, commission or committee.
6. **Confidentiality of CITY Information.** During performance of this Agreement, CONTRACTOR may gain access to and use CITY information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "City Information") that are valuable, special and unique assets of the CITY. CONTRACTOR agrees to protect all City Information and treat it as strictly confidential, and further agrees that CONTRACTOR shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party without the prior written consent of CITY. In addition, CONTRACTOR shall comply with all CITY policies governing the use of the CITY network and technology systems, as set forth in applicable provisions of the City of Sacramento Administrative Policy Instructions # 30. A violation by CONTRACTOR of this Section 6 shall be a material violation of this Agreement and shall justify legal and/or equitable relief.
7. **CONTRACTOR Information.**
  - A. CITY shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by CONTRACTOR pursuant to this Agreement. In this Agreement, the term "information" shall be construed to mean and include: any and all

work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, photostatting, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. CONTRACTOR shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by CITY.

- B. CONTRACTOR shall fully defend, indemnify and hold harmless CITY, its officers and employees, and each and every one of them, from and against any and all claims, actions, lawsuits or other proceedings alleging that all or any part of the information prepared, produced, or provided by CONTRACTOR pursuant to this Agreement infringes upon any third party's trademark, trade name, copyright, patent or other intellectual property rights. CITY shall make reasonable efforts to notify CONTRACTOR not later than ten (10) days after CITY is served with any such claim, action, lawsuit or other proceeding, provided that CITY's failure to provide such notice within such time period shall not relieve CONTRACTOR of its obligations hereunder, which shall survive any termination or expiration of this Agreement.
- C. All proprietary and other information received from CONTRACTOR by CITY, whether received in connection with CONTRACTOR's proposal to CITY or in connection with any Services performed by CONTRACTOR, will be disclosed upon receipt of a request for disclosure, pursuant to the California Public Records Act; provided, however, that, if any information is set apart and clearly marked "trade secret" when it is provided to CITY, CITY shall give notice to CONTRACTOR of any request for the disclosure of such information. The CONTRACTOR shall then have five (5) days from the date it receives such notice to enter into an agreement with the CITY, satisfactory to the City Attorney, providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff's attorney fees) incurred by CITY in any legal action to compel the disclosure of such information under the California Public Records Act. The CONTRACTOR shall have sole responsibility for defense of the actual "trade secret" designation of such information.
- D. The parties understand and agree that any failure by CONTRACTOR to respond to the notice provided by CITY and/or to enter into an agreement with CITY, in accordance with the provisions of subsection C, above, shall constitute a complete waiver by CONTRACTOR of any rights regarding the information designated "trade secret" by CONTRACTOR, and such information shall be disclosed by CITY pursuant to applicable procedures required by the Public Records Act.

- 8. **Standard of Performance.** CONTRACTOR shall perform all Services required pursuant to this Agreement in the manner and according to the standards currently observed by a competent practitioner of CONTRACTOR's profession in California. All products of whatsoever nature that CONTRACTOR delivers to CITY pursuant to this Agreement shall be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in CONTRACTOR's profession, and shall be provided in accordance with any schedule of performance specified in Exhibit A. CONTRACTOR shall assign only competent personnel to perform Services pursuant to this Agreement. CONTRACTOR shall notify CITY in writing of any changes in CONTRACTOR's staff assigned to perform the Services required under this Agreement, prior to any such performance. In the event that CITY, at any time during the term of this Agreement, desires the removal of any person assigned by CONTRACTOR to perform Services pursuant to this Agreement, because CITY, in its sole discretion, determines that such

person is not performing in accordance with the standards required herein, CONTRACTOR shall remove such person immediately upon receiving notice from CITY of the desire of CITY for the removal of such person.

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

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

**10. Indemnity.**

- A. Indemnity: CONTRACTOR shall defend, hold harmless and indemnify CITY, its officers and employees, and each and every one of them, from and against any and all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, costs and expenses of every type and description, including, but not limited to, any fees and/or costs reasonably incurred by CITY's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), including but not limited to Liabilities arising from personal injury or death, damage to personal, real or intellectual property or the environment, contractual or other economic damages, or regulatory penalties, arising out of or in any way connected with performance of or failure to perform this Agreement by CONTRACTOR, any sub-consultant, subcontractor or agent, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, whether or not (i) such Liabilities are caused in part by a party indemnified hereunder or (ii) such Liabilities are litigated, settled or reduced to judgment; provided that the foregoing indemnity does not apply to liability for any damage or expense for death or bodily injury to persons or damage to

property to the extent arising from the sole negligence or willful misconduct of CITY, its agents, servants, or independent contractors who are directly responsible to CITY, except when such agents, servants, or independent contractors are under the direct supervision and control of CONTRACTOR.

- B. Insurance Policies; Intellectual Property Claims: The existence or acceptance by CITY of any of the insurance policies or coverages described in this Agreement shall not affect or limit any of CITY's rights under this Section 10, nor shall the limits of such insurance limit the liability of CONTRACTOR hereunder. This Section 10 shall not apply to any intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of Section 7.B., above. The provisions of this Section 10 shall survive any expiration or termination of this Agreement.

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

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

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

A. Minimum Scope & Limits of Insurance Coverage

- (1) Commercial General Liability Insurance, providing coverage at least as broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide contractual liability and products and completed operations coverage for the term of the policy.
- (2) Automobile Liability Insurance providing coverage at least as broad as ISO Form CA 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide coverage for owned, non-owned and/or hired autos as appropriate to the operations of the CONTRACTOR.

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

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

- (3) Workers' Compensation Insurance with statutory limits, and Employers' Liability Insurance with limits of not less than one million dollars (\$1,000,000). The

Worker's Compensation policy shall include a waiver of subrogation for contracts involving construction or maintenance, or if required by the CITY by selecting the option below:

  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.

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

D. Acceptability of Insurance

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

E. Verification of Coverage

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

F. Subcontractors

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

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

- A. Compliance With Regulations: CONTRACTOR shall comply with the Executive Order 11246 entitled "Equal Opportunity in Federal Employment", as amended by Executive Order 11375 and 12086, and as supplemented in Department of Labor regulations (41 CFR Chapter 60), hereinafter collectively referred to as the "Regulations".
- B. Nondiscrimination: CONTRACTOR, with regards to the work performed by it after award and prior to completion of the work pursuant to this Agreement, shall not discriminate on the

ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation in selection and retention of subcontractors, including procurement of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in discrimination prohibited by the Regulations.

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

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

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

- (1) Withholding of payments to CONTRACTOR under this Agreement until CONTRACTOR complies;
- (2) Cancellation, termination, or suspension of the Agreement, in whole or in part.

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

**13. Entire Agreement.** This document, including all Exhibits, contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Agreement. No alteration to the terms of this Agreement shall be valid unless approved in writing by CONTRACTOR, and by CITY, in accordance with applicable provisions of the Sacramento City Code.

**14. Severability.** If any portion of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

15. **Waiver.** Neither CITY acceptance of, or payment for, any Service or Additional Service performed by CONTRACTOR, nor any waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.
16. **Enforcement of Agreement.** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court or Federal District Court located in Sacramento County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.
17. **Assignment Prohibited.** The expertise and experience of CONTRACTOR are material considerations for this Agreement. CITY has a strong interest in the qualifications and capability of the persons and entities that will fulfill the obligations imposed on CONTRACTOR under this Agreement. In recognition of this interest, CONTRACTOR shall not assign any right or obligation pursuant to this Agreement without the written consent of the CITY. Any attempted or purported assignment without CITY's written consent shall be void and of no effect.
18. **Binding Effect.** This Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the parties, subject to the provisions of Section 17, above.
19. **Use Tax Requirements.** During the performance of this Agreement, CONTRACTOR, for itself, its assignees and successors in interest, agrees as follows:
  - A. Use Tax Direct Payment Permit: For all leases and purchases of materials, equipment, supplies, or other tangible personal property used to perform the Agreement and shipped from outside California, the Contractor and any subcontractors leasing or purchasing such materials, equipment, supplies or other tangible personal property shall obtain a Use Tax Direct Payment Permit from the California State Board of Equalization ("SBE") in accordance with the applicable SBE criteria and requirements.
  - B. Sellers Permit: For any construction contract and any construction subcontract in the amount of \$5,000,000 or more, Contractor and the subcontractor(s) shall obtain sellers permits from the SBE and shall register the jobsite as the place of business for the purpose of allocating local sales and use tax to the City. Contractor and its subcontractors shall remit the self-accrued use tax to the SBE, and shall provide a copy of each remittance to the City.
  - C. The above provisions shall apply in all instances unless prohibited by the funding source for the Agreement.

## **EXHIBIT E**

### **REQUIREMENTS OF THE NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE**

#### **INTRODUCTION**

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

#### **APPLICATION**

The provisions of the Ordinance apply to any contract or agreement (as defined below), between a Contractor and the City of Sacramento, in an amount exceeding \$100,000.00. The Ordinance applies to that portion of a contractor’s operations that occur: (i) within the City of Sacramento; (ii) on real property outside the City of Sacramento if the property is owned by the City or if the City has a right to occupy the property; or (iii) at any location where a significant amount of work related to a City contract is being performed.

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

#### **DEFINITIONS**

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

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

controlled by the City for the operation of a business, social, or other establishment or organization, including leases, concessions, franchises and easements, or (ii) for the City's use or occupancy of real property owned by others, including leases, concessions, franchises and easements.

"Contract" shall not include: a revocable at-will use or encroachment permit for the use of or encroachment on City property regardless of the ultimate duration of such permit; excavation, street construction or street use permits; agreements for the use of City right-of-way where a contracting utility has the power of eminent domain; or agreements governing the use of City property that constitute a public forum for activities that are primarily for the purpose of espousing or advocating causes or ideas and that are generally protected by the First Amendment to the United States Constitution or that are primarily recreational in nature.

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

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

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

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

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

## **EMPLOYER COMPLIANCE CERTIFICATE AND NOTICE REQUIREMENTS**

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

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

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

## Attachment A



### **YOUR RIGHTS UNDER THE CITY OF SACRAMENTO’S NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE**

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

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

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

The included employee benefits are:

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

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

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

**You May . . .**

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

City of Sacramento  
Procurement Services Division  
915 I Street, New City Hall, 2<sup>nd</sup> Floor  
Sacramento, CA 95814

- 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  
915 I Street, New City Hall, 2<sup>nd</sup> Floor  
Sacramento, CA 95814
- 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.

PROJECT #: I14010100  
PROJECT NAME: Rescue and Evacuation Mapping  
DEPARTMENT: Utilites  
DIVISION: Engineering Services

CITY OF SACRAMENTO

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

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

GEI Consultants  
2868 Prospect Park Drive, Suite 400  
Rancho Cordova, CA 95670  
916-631-4500/916-631-4501(f)

("CONTRACTOR"), who agree as follows:

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

this Agreement, including without limitation any document relating to the scope of services or payment therefor, the General Provisions shall control over said terms or conditions.

- 5. **Non-Discrimination in Employee Benefits.** This Agreement is subject to the provisions of Sacramento City Code Chapter 3.54, Non-Discrimination in Employee Benefits by City Contractors. The requirements of Sacramento City Code Chapter 3.54 are summarized in Exhibit E. CONTRACTOR is required to sign the attached Declaration of Compliance (Equal Benefits Ordinance), to assure compliance with these requirements.
- 6. **Authority.** The person signing this Agreement for CONTRACTOR hereby represents and warrants that he/she is fully authorized to sign this Agreement on behalf of CONTRACTOR and to bind CONTRACTOR to the performance of its obligations hereunder.
- 7. **Exhibits.** All exhibits referred to herein are attached hereto and are by this reference incorporated as if set forth fully herein.

Executed as of the day and year first above stated.

**CITY OF SACRAMENTO**  
A Municipal Corporation

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

Print name: \_\_\_\_\_

Title: \_\_\_\_\_

For: John F. Shirey, City Manager

APPROVED TO AS FORM:

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

ATTEST:

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

Attachments

- Exhibit A - Scope of Service
- Exhibit B - Fee Schedule/Manner of Payment
- Exhibit C - Facilities/Equipment Provided
- Exhibit D - General Provisions
- Exhibit E - Non-Discrimination in Employee Benefits

**CONTRACTOR:**

\_\_\_\_\_  
GEI Consultants, Inc.

NAME OF FIRM

\_\_\_\_\_  
04-246 8348

Federal I.D. No.

\_\_\_\_\_  
393-0412-6

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: \_\_\_\_\_)

\_\_\_\_\_  
Naser Bateni PE No. 36128

**Signature of Authorized Person**

\_\_\_\_\_  
Naser Bateni, senior V.P.

Print Name and Title

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

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

**DECLARATION OF COMPLIANCE  
Equal Benefits Ordinance**

Name of Contractor: GEI Consultants, Inc.

Address: 2868 Prospect Park Drive, Suite 400 Rancho Cordova, CA 95670

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

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

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

4. Contractor understands that Contractor will not be considered to be discriminating in the provision or application of employee benefits under the following conditions or circumstances:
  - a. If the actual cost of providing a benefit to a domestic partner or spouse exceeds the cost of providing the same benefit to a spouse or domestic partner of an employee, Contractor will not be required to provide the benefit, nor shall it be deemed discriminatory, if Contractor requires the employee to pay the monetary difference in order to provide the benefit to the domestic partner or to the spouse.

- b. If Contractor is unable to provide a certain benefit, despite taking reasonable measures to do so, if Contractor provides the employee with a cash equivalent Contractor will not be deemed to be discriminating in the application of that benefit.
  - c. If Contractor provides employee benefits neither to employee's spouses nor to employee's domestic partners.
  - d. If Contractor provides employee benefits to employees on a basis unrelated to marital or domestic partner status.
  - e. If Contractor submits written evidence of making reasonable efforts to end discrimination in employee benefits by implementing policies that will be enacted before the first effective date after the first open enrollment process following the date this Agreement is executed by the City of Sacramento ("City"). Contractor understands that any delay in the implementation of such policies may not exceed one (1) year from the date this Agreement is executed by the City, and applies only to those employee benefits for which an open enrollment process is applicable.
  - f. Until administrative steps can be taken to incorporate nondiscrimination in employee benefits. The time allotted for these administrative steps will apply only to those employee benefits for which administrative steps are necessary and may not exceed three (3) months from the date this Agreement is executed by the City.
  - g. Until the expiration of a current collective bargaining agreement(s) if employee benefits are governed by such collective bargaining agreement(s).
  - h. Contractor takes all reasonable measures to end discrimination in employee benefits by either requesting that the union(s) involved agree to reopen the agreement(s) in order for Contractor to take whatever steps are necessary to end discrimination in employee benefits or by ending discrimination in employee benefits without reopening the collective bargaining agreement(s).
  - i. In the event Contractor cannot end discrimination in employee benefits despite taking all reasonable measures to do so, Contractor provides a cash equivalent to eligible employees for whom employee benefits are not available. Unless otherwise authorized in writing by the City Manager, Contractor understands this cash equivalent must begin at the time the union(s) refuse to allow the collective bargaining agreement(s) to be reopened or not longer than three (3) months after the date this Agreement is executed by the City.
5. Contractor understands that failure to comply with the provisions of Section 4(a) through 4(i), above, will subject Contractor to possible suspension and/or termination of this Agreement for cause; repayment of any or all of the Agreement amount disbursed by the City; debarment for future agreements until all penalties and restitution have been paid in full and/or for up to two (2) years; and/or the imposition of a penalty, payable to the City, in the sum of \$50.00 for each employee, for each calendar day during which the employee was discriminated against in violation of the provisions of the Ordinance.
6. Contractor understands and agrees to provide notice to each current employee and, within ten (10) days of hire, to each new employee, of their rights under the Ordinance. Contractor further agrees to

maintain a copy of each such letter provided, in an appropriate file for inspection by authorized representatives of the City. Contractor also agrees to prominently display a poster informing each employee of these rights.

7. Contractor understands that Contractor has the right to request a waiver of, or exemption from, the provisions of the Ordinance by submitting a written request to the City's Procurement Services Division prior to Agreement award, which request shall identify the provision(s) of the Ordinance authorizing such waiver or exemption and the factual basis for such waiver or exemption. The City shall determine in its sole discretion whether to approve any such request.
8. Contractor agrees to defend, indemnify and hold harmless, the City, its officers and employees, against any claims, actions, damages, costs (including reasonable attorney fees), or other liabilities of any kind arising from any violation of the Requirements or of the Ordinance by Contractor.

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

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

**EXHIBIT A**

**PROFESSIONAL SERVICES AGREEMENT FOR DESIGN PROFESSIONALS**

**SCOPE OF SERVICES**

**1. Representatives.**

The CITY Representative for this Agreement is:

Connie Perkins, Senior Engineer  
City of Sacramento, Department of Utilities  
1395 35th Avenue  
Sacramento, CA 95822  
916-808-1914/916-808-1497(f)

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:

GEI Consultants  
2868 Prospect Park Drive, Suite 400  
Rancho Cordova, CA 95670  
916-631-4500/916-631-4501(f)

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

- 2. Professional Liability Insurance.** Professional Liability (Errors and Omissions) insurance is  is not  [check one] required for this Agreement. If required, such coverage must be continued for at least 1 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.** [Describe services to be provided here, or, if scope of services is described in an attachment, label the attachment “Attachment 1 to Exhibit A” and include the following sentence:]

See Attachment 1 to Exhibit A.

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.

**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 \$ 173,128.
2. **Billable Rates.** CONTRACTOR shall be paid for the performance of Services on an hourly rate, daily rate, flat fee, lump sum or other basis, as set forth in Attachment 1 to Exhibit B, attached hereto and incorporated herein. *[Attach list of billable rates that apply, labeled "Attachment 1 to Exhibit B".]*
3. **CONTRACTOR's Reimbursable Expenses.** Reimbursable Expenses shall be limited to actual expenditures of CONTRACTOR for expenses that are necessary for the proper completion of the Services and shall only be payable if specifically authorized in advance by CITY.
4. **Payments to CONTRACTOR.**
  - A. Payments to CONTRACTOR shall be made within a reasonable time after receipt of CONTRACTOR's invoice, said payments to be made in proportion to services performed or as otherwise specified in Attachment 1 to Exhibit B. CONTRACTOR may request payment on a monthly basis. CONTRACTOR shall be responsible for the cost of supplying all documentation necessary to verify the monthly billings to the satisfaction of CITY.
  - B. All invoices submitted by CONTRACTOR shall contain the following information:
    - (1) Job Name
    - (2) Description of services billed under this invoice, and overall status of project
    - (3) Date of Invoice Issuance
    - (4) Sequential Invoice Number
    - (5) CITY's Purchase Order Number
    - (6) Total Contract Amount
    - (7) Amount of this Invoice (Itemize all Reimbursable Expenses)
    - (8) Total Billed to Date
    - (9) Total Remaining on Contract
    - (10) Updated project schedule. This shall identify those steps that shall be taken to bring the project back on schedule if it is behind schedule.
  - C. Items shall be separated into Services and Reimbursable Expenses. Billings that do not conform to the format outlined above shall be returned to CONTRACTOR for correction. CITY shall not be responsible for delays in payment to CONTRACTOR resulting from CONTRACTOR's failure to comply with the invoice format described below.

D. Requests for payment shall be sent to:

City of Sacramento, Department of Utilities  
1395 35th Avenue  
Sacramento, CA 95822  
916-808-1914/916-808-1497(f)

Attn: Connie Perkins, Senior Engineer

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.

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 [*list, if applicable*]:

**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 Services. Without limiting the generality of the foregoing, if CONTRACTOR is an out-of-state corporation, CONTRACTOR warrants and represents that it possesses a valid certificate of qualification to transact business in the State of California issued by the California Secretary of State pursuant to Section 2105 of the California Corporations Code.
3. **Time.** CONTRACTOR shall devote such time and effort to the performance of Services pursuant to this Agreement as is necessary for the satisfactory and timely performance of CONTRACTOR's obligations under this Agreement. Neither party shall be considered in default of this Agreement, to the extent that party's performance is prevented or delayed by any cause, present or future, that is beyond the reasonable control of that party.
4. **CONTRACTOR Not Agent.** Except as CITY may specify in writing, CONTRACTOR and CONTRACTOR's personnel shall have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. CONTRACTOR and CONTRACTOR's personnel shall have no authority, express or implied, to bind CITY to any obligations whatsoever.
5. **Conflicts of Interest.** CONTRACTOR covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, that would conflict in any manner with the interests of CITY or that would in any way hinder CONTRACTOR's performance of Services under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor, without the written consent of CITY. CONTRACTOR agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the interests of CITY at all times during the performance of this Agreement. If CONTRACTOR is or employs a former officer or employee of the CITY, CONTRACTOR and any such employee(s) shall comply with the provisions of Sacramento City Code Section 2.16.090 pertaining to appearances before the City Council or any CITY department, board, commission or committee.
6. **Confidentiality of CITY Information.** During performance of this Agreement, CONTRACTOR may gain access to and use CITY information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "City Information") that are valuable, special and unique assets of the CITY. CONTRACTOR agrees to protect all City Information and treat it as strictly confidential, and further agrees that CONTRACTOR shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party without the prior written consent of CITY. In addition, CONTRACTOR shall comply with all CITY policies governing the use of the CITY network and technology systems, as set forth in applicable provisions of the City of Sacramento Administrative Policy Instructions # 30. A violation by CONTRACTOR of this Section 6 shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

**7. CONTRACTOR Information.**

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

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

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

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

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

**10. Indemnity.**

- A. Indemnity: CONTRACTOR shall defend, hold harmless and indemnify CITY, its officers and employees, and each and every one of them, from and against any and all claims, actions, damages, costs, liabilities, demands, losses, judgments, penalties and expenses of every type and description, including, but not limited to, any fees and/or costs reasonably incurred by CITY's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this

provision (hereafter collectively referred to as "Claims"), including but not limited to Claims arising from personal injury or death, damage to personal, real, or intellectual property, or the environment, contractual or other economic damages, or regulatory penalties, that arise out of, pertain to, or relate to any negligent act or omission, recklessness, or willful misconduct of CONTRACTOR, its sub-consultants, subcontractors, or agents, and their respective officers and employees, in connection with performance of or failure to perform this Agreement, whether or not such Claims are litigated, settled, or reduced to judgment; provided that the foregoing indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, damage, or expense to the extent arising from (i) the sole negligence or willful misconduct of, or defects in design furnished by, CITY, its agents, servants, or independent contractors who are directly responsible to CITY, or (ii) the active negligence of CITY.

- B. Insurance Policies; Intellectual Property Claims: The existence or acceptance by CITY of any of the insurance policies or coverages described in this Agreement shall not affect or limit any of CITY's rights under this Section 10, nor shall the limits of such insurance limit the liability of CONTRACTOR hereunder. This Section 10 shall not apply to any intellectual property claims, actions, lawsuits, or other proceedings subject to the provisions of Section 7.B., above. The provisions of this Section 10 shall survive any expiration or termination of this Agreement.

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

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

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

A. Minimum Scope & Limits of Insurance Coverage

- (1) Commercial General Liability Insurance, providing coverage at least as broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide contractual liability and products and completed operations coverage for the term of the policy.
- (2) Automobile Liability Insurance providing coverage at least as broad as ISO Form CA 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide coverage for owned, non-owned and/or hired autos as appropriate to the operations of the CONTRACTOR.

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

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

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

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

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

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

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

B. Additional Insured Coverage

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

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

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

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

C. Other Insurance Provisions

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

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

D. Acceptability of Insurance

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

E. Verification of Coverage

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

F. Subcontractors

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

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

- A. Compliance With Regulations: CONTRACTOR shall comply with the Executive Order 11246 entitled "Equal Opportunity in Federal Employment", as amended by Executive Order 11375 and 12086, and as supplemented in Department of Labor regulations (41 CFR Chapter 60), hereinafter collectively referred to as the "Regulations".
- B. Nondiscrimination: CONTRACTOR, with regards to the work performed by it after award and prior to completion of the work pursuant to this Agreement, shall not discriminate on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation in selection and retention of subcontractors, including procurement of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in discrimination prohibited by the Regulations.
- C. Solicitations for Subcontractors, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by CONTRACTOR for work to be performed under any subcontract, including all procurement of materials or equipment, each potential subcontractor or supplier shall be notified by CONTRACTOR of CONTRACTOR's obligation under this Agreement and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation.
- D. Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or by any orders or instructions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the CITY to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the CITY, and shall set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of noncompliance by CONTRACTOR with the nondiscrimination provisions of this Agreement, the CITY shall impose such sanctions as it may determine to be appropriate including, but not limited to:
- (1) Withholding of payments to CONTRACTOR under this Agreement until CONTRACTOR complies;
  - (2) Cancellation, termination, or suspension of the Agreement, in whole or in part.
- F. Incorporation of Provisions: CONTRACTOR shall include the provisions of subsections A through E, above, in every subcontract, including procurement of materials and leases of equipment, unless exempted by the Regulations, or by any order or instructions issued pursuant thereto. CONTRACTOR shall take such action with respect to any subcontract or procurement as the CITY may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, CONTRACTOR may request CITY to enter such litigation to protect the interests of CITY.

13. **Entire Agreement.** This document, including all Exhibits, contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Agreement. No alteration to the terms of this Agreement shall be valid unless approved in writing by CONTRACTOR, and by CITY, in accordance with applicable provisions of the Sacramento City Code.
14. **Severability.** If any portion of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.
15. **Waiver.** Neither CITY acceptance of, or payment for, any Service or Additional Service performed by CONTRACTOR, nor any waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.
16. **Enforcement of Agreement.** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court or Federal District Court located in Sacramento County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.
17. **Assignment Prohibited.** The expertise and experience of CONTRACTOR are material considerations for this Agreement. CITY has a strong interest in the qualifications and capability of the persons and entities that will fulfill the obligations imposed on CONTRACTOR under this Agreement. In recognition of this interest, CONTRACTOR shall not assign any right or obligation pursuant to this Agreement without the written consent of the CITY. Any attempted or purported assignment without CITY's written consent shall be void and of no effect.
18. **Binding Effect.** This Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the parties, subject to the provisions of Section 17, above.
19. **Use Tax Requirements.** During the performance of this Agreement, CONTRACTOR, for itself, its assignees and successors in interest, agrees as follows:
  - A. Use Tax Direct Payment Permit: For all leases and purchases of materials, equipment, supplies, or other tangible personal property used to perform the Agreement and shipped from outside California, the Contractor and any subcontractors leasing or purchasing such materials, equipment, supplies or other tangible personal property shall obtain a Use Tax Direct Payment Permit from the California State Board of Equalization ("SBE") in accordance with the applicable SBE criteria and requirements.
  - B. Sellers Permit: For any construction contract and any construction subcontract in the amount of \$5,000,000 or more, Contractor and the subcontractor(s) shall obtain sellers permits from the SBE and shall register the jobsite as the place of business for the purpose of allocating local sales and use tax to the City. Contractor and its subcontractors shall remit the self-accrued use tax to the SBE, and shall provide a copy of each remittance to the City.

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

## EXHIBIT E

### REQUIREMENTS OF THE NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

#### INTRODUCTION

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

#### APPLICATION

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

“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 24<sup>th</sup> 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 24<sup>th</sup> 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.

# ATTACHMENT 1

## EXHIBIT A

### Proposed Approach & Scope of Work

#### **TASK 1: PROJECT MANAGEMENT AND TECHNICAL SERVICES**

GEI's project manager provides 25 years of overall experience which includes working with city and county of Sacramento staff on various projects. Mr. Ferrari will be the point of contact between GEI and the City's project manager, Connie Perkins. Mr. Ferrari will manage all team members, coordinate budgets, and prepare meeting agendas and provide meeting notes to the city staff. The following is the typical project management approach proposed for this project:

- Kickoff Meeting – GEI will setup a kick-off meeting introducing all agency representatives to the project. It shares the goals and objects of the project work plan and contacts with participating agencies and furthermore alerts them to coming information gathering and document review chores that will be needed to conduct the project. Agencies will be responsible for providing agency-specific information needed for the mapping.
- Contract Management and Administration – This task provides for administrating the project and preparing any progress reports and needs.
- Work Plan – Before work begins on the project, GEI will develop and submit a work plan that identifies and describes the work activities, who is conducting the work, and schedule milestones for the work to be completed.

#### **TASK 2: EXISTING DATA COLLECTION AND REVIEW**

Task 2 will utilize GEI staff to collect and review the HEC-RAS 1D and FLO-2D hydraulic models and animations from the California DWR library of models to be used for the inundation mapping and incorporated into the web-based applications. DWR hydraulic models for the Lower Sacramento River systems used high accuracy LiDAR collected in 2008, therefore, it is not anticipated that any new model geometries will be necessary. The DWR models were calibrated to the 1997 and 2006 flood events, but the DWR models were modified to incorporate the 200-year frequency hydrology developed from the United States Army Corps of Engineers (USACE) Central Valley Hydrologic Study (CVHS) team. The estimated 200-year hydrology provided by the CVHS team was based on a statistical analysis which modified the stormwater distribution from the 1986, 1995 and 1997 flood events. The current model hydrology from DWR does not account for the Folsom Dam reoperation. Therefore, additional evaluation may be required after the new Folsom gates are placed in 2017 and new operations of the reservoir are finalized. The City of Sacramento has potential for levees to fail on the American River, Sacramento River, Arcade Creek, Natomas Cross Canal, Pleasant Grove Canal, and Morrison Creek, but it is anticipated that the 200-year American River flows will be reduced and the level of protection for the city and county will be increased after Folsom Dam is in full reoperation. The CVFED hydraulic models include twenty-four breach locations that could impact the city of Sacramento, but the breach locations will be discussed with city staff to determine if all breach scenarios will be used. The breach locations were strategically placed hypothetical failures based on geotechnical levee data or if the computed 200-year water surface elevations encroach into the three feet of levee freeboard.

The DWR 200-year American River model reach was modified to only included the project levee section, therefore, this project will include an additional CVFED model run which will extend the

## ATTACHMENT 1 EXHIBIT A

model geometry to the Nimbus reservoir to determine if the 200-year will overtop the channel embankment within the City of Rancho Cordova or the Gold River subdivision area located in Sacramento County. The extended American River model is located in County of Sacramento; therefore, the model results will require input with county staff.

GEI will also collect the CVFED hydraulic models that used the 500-year hydrology frequency to determine where the levees would overtop assuming no levee breaches. The 500-year model hydrology was based on a different set of criteria compared to the 200-year breach models, but these are the best available and will be sufficient for evaluating potential overtopping locations.

### **TASK 3: RUN AND EVALUATE MODELS**

Under Task 3, GEI will run both the 1D and 2D 200-year storm frequency breach models to evaluate depth and inundation of critical facilities (roads, bridges, structures) for each of the breach location provided by DWR. The inundation depths and timing will be added to the web based application under Task 5. The city of Sacramento has hypothetical breach locations, provided by DWR, on the American River, Sacramento River, Arcade Creek, Natomas Cross Canal and Pleasant Grove Canal. The levee on Morrison Creek can be evaluated with the South Streams model if requested by the city. Task 3 also will include a modification to the American River study reach which will extend the model from the project levees to the Nimbus Reservoir (Lake Natoma) to determine if the 200-year flow will exceeds the channel banks. If required, GEI will utilize the FLO-2D models from DWR to determine the flood inundation area.

In addition, the internal drainage within the city limits includes thirty pump stations which could also produce residual floodplains and impact homes and businesses. GEI will review and include the best available information from the city to determine if the residual floodplains impact critical facilities and should be included in the web based application for emergency services.

GEI will discuss the model results with city staff to confirm the results are reasonable and defensible. The intent of the best available models is to determine the inundation areas and incorporate the floodplain animations as requesting from the city of Sacramento into the web-based application under task 5. Unless significant changes occur in the riverine and overbank areas, the city staff will not be required to run the 2D models, but should be able to utilize the animation results for emergency purposes.

### **TASK 4: DEVELOP RESCUE AND EVACUATION MAPS (200- AND 500-YEAR HYDROLOGY)**

The intent of Task 4 is to develop mapping that will include depth and flood inundation limits for both the 200- and 500-year storm hydrology. The flood depth maps will include a colorized legend in coordination to depth of flow, critical facilities and also include estimated time of inundation and depth for the local roads and highways. The new flood hard copy maps will update to the previous mapping effort from 2005, but will include animation for each breach location that will be incorporated in the web based application as described in Task 5. The following is an example of a flood inundation map GEI developed for a hypothetical dam failure.

## ATTACHMENT 1 EXHIBIT A

### **TASK 5: DEVELOP WEB-BASED APPLICATIONS**

Task 5 includes GEI's development of a web based application for the City of Sacramento. GEI approach will be to extract the necessary information from the DWR CVFED models to be included in the Web Based application. The flood modeling information distributed through the Web application will include all of the outreach projects within the city sphere of influence for warning, safety, evacuation, and other topics of immediate concern of flood threatens, GEI will customize the website to meet the needs for city use. In addition, GEI will also discuss if mobile devices are a necessary feature.

GEI has been developing an integrated Flood Emergency Response Information Exchange (FERIX) to provide technical support for the State of California Flood Operation Center. FERIX is a Web-based GIS application to manage, disseminate, distribute, and visualize flood-related data and mapping, such as real-time flood data, local maintaining agency reports, levee inspection and log, California levee database, snow courses data and document, operation and maintenance manual database, reservoir operations, flood system vulnerability assessment, flood inundation maps, flood warning and alerts, flood system document, forecasting processes models and notification processes. The FERIX developed for the DWR will be modified for the specific needs for the City and County OES team. Each of these features can be incorporated along with real-time data updates from the California Data Exchange Center (CDEC) to monitor flood warning stages in the American and Sacramento River. In addition, the parcels located within the inundation areas can be incorporated into an overall data base that can be tracked for evacuation purposes. The city will have input on all of the web base interactive applications to insure it meets the emergency operation services.

For DWR Division of Flood Management, GEI designed and developed a levee field investigation Data Management System (DMS) to support DWR's field data collection, reporting and storage for levee inspection and investigation which could be included for the city's reference. The DMS documents field investigations for levee encroachments, hazards and distresses, and for the Central Valley Flood Protection Board permits. The DMS allows DWR inspectors to efficiently collect data from field and manage, share, distribute and exchange the field investigation report. GEI designed the database, developed field data entry and desk-top reporting tools, and data importing tools for historical data, levee features and photos.

For USACE Sacramento District (SPK), GEI developed a Levee Enterprise GIS (EGIS) which compiled and imported historical data, levee features, levee design drawings, and instrumentation data and measurement. An EGIS Web Application was designed to provide General EGIS users with an easy to use web-based GIS interface to retrieve and/or create maps, perform simple geospatial analysis, retrieve documents, reports and related levee data.

GEI also provides technical support to expand USACE SPK levee inspection database system, improved the field data entry application, added desk-top applications to update data in office, automated levee inspection reporting, and developed a tool to connect levee issues to historical data and document. The expanded levee inspection applications streamline inspection data post-processing, ensure inspection data integrity, integrate data analytics, customize and facilitate generation of SPK reports, and expedite review of reports.

## ATTACHMENT 1 EXHIBIT A

### **TASK 6: QUALITY ASSURANCE/QUALITY CONTROL**

GEI's approach to quality assurance and quality control is to guarantee that a qualified engineer will review each step and process to assure that the information will be defensible. GEI will provide to the city a log of all the comments and responses as needed to provide a complete project.

### **TASK 7: DRAFT TECHNICAL REPORT AND MAPS**

GEI will provide a draft report that documents the purpose, methodology, process, results and all the mapping efforts. The draft report is anticipated to contain twenty to thirty pages of text, ten figures and mapping exhibits for each of the failure locations. GEI will submit the draft review for review and comment.

### **TASK 8: FINAL TECHNICAL REPORT AND MAPS**

After comments after received from GEI, GEI staff will finalize the draft report to close out all comments.

### **TASK 9: RESERVIOR FAILURE ANIMATIONS**

As requested from the city, GEI has performed reservoir failure inundation analysis mapping for large reservoirs in the study area. GEI will work with city staff to obtain approval to use these animations in the web-based application.

# ATTACHMENT 1 EXHIBIT A

**City of Sacramento Department of Utilities**  
**Proposed Schedule**  
 for  
**Rescue and Evacuation Mapping**  
 July 1, 2014

| Project Tasks Schedule (3 Month Duration) |   | Estimated Start and End Dates |       |              |      |      |              |      |       |      |  |  |  |  |
|---|---|-------------------------------|-------|--------------|------|------|--------------|------|-------|------|--|--|--|--|
| Task                                      | Task Description  | Aug.                          | Sept. | 2014<br>Oct. | Nov. | Dec. | 2015<br>Jan. | Feb. | March | Apr. |  |  |  |  |
| Task 1                                    | Project Management and Administration (9-month Duration)      |                               |       |              |      |      |              |      |       |      |  |  |  |  |
| Task 2                                    | Existing Data Collection and Review                           |                               |       |              |      |      |              |      |       |      |  |  |  |  |
| Task 3                                    | Run and Evaluate Models                                       |                               |       |              |      |      |              |      |       |      |  |  |  |  |
| Task 4                                    | Develop Draft Rescue and Evacuation Maps (200- and 500-Year)  |                               |       |              |      |      |              |      |       |      |  |  |  |  |
|   | Develop Final Rescue and Evacuation Maps (200- and 500-Year)  |                               |       |              |      |      |              |      |       |      |  |  |  |  |
| Task 5                                    | Develop Web-Based Dynamic Mapping Applications (Draft)        |                               |       |              |      |      |              |      |       |      |  |  |  |  |
|   | Develop Web-Based Dynamic Mapping Applications (Final)        |                               |       |              |      |      |              |      |       |      |  |  |  |  |
| Task 6                                    | Task 2: GEI Internal QA/QC                                    |                               |       |              |      |      |              |      |       |      |  |  |  |  |
|   | Task 4: GEI Internal QA/QC                                    |                               |       |              |      |      |              |      |       |      |  |  |  |  |
|   | Task 5: GEI Internal QA/QC                                    |                               |       |              |      |      |              |      |       |      |  |  |  |  |
|   | Task 7 and 8: GEI Internal QA/QC                              |                               |       |              |      |      |              |      |       |      |  |  |  |  |
| Task 7                                    | Draft Technical Report and Maps                               |                               |       |              |      |      |              |      |       |      |  |  |  |  |
|   | Final Technical Report and Maps                               |                               |       |              |      |      |              |      |       |      |  |  |  |  |
| Task 8                                    | Deliver Final Report, Maps and Web Based Application          |                               |       |              |      |      |              |      |       |      |  |  |  |  |
| Task 9                                    | Reservoir Failure Animations (Schedule Based on DWR Approval) |                               |       |              |      |      |              |      |       |      |  |  |  |  |

ATTACHMENT 3  
COST ESTIMATE - SACRAMENTO RESCUE AND EVACUATION MAPS

| Date Prepared: 4/29/2014               |                    | Company Name: GEI Consultants                      |                         |                  |                                |                                   |                                 |                                 |                             |       |        |            |
|--|--------------------|--|-------------------------|------------------|--------------------------------|-----------------------------------|---------------------------------|---------------------------------|-----------------------------|-------|--------|------------|
| Labor Category/Job Title               | 1                  | 2  | 3                       | 4                | 5                              | 6                                 | 7                               | 8                               | 9                           | Total |        |            |
|  | Project Management | Review Existing Data and Identify Breach Locations | Run and Evaluate Models | Develop R&E Maps | Develop Web-Based Applications | Quality Assurance/Quality Control | Draft Technical Report and Maps | Final Technical Report and Maps | Reservior Failure Animation | Hours | Rate   | Total      |
| Principal (Bateri)                     | 8                  | 2  | 2                       | 2                | 2                              | 2                                 | 2                               | 2                               | 2                           | 24    | \$ 303 | \$ 7,272   |
| Advisor (Buer)                         |                    | 2  | 2                       | 2                |                                |                                   | 4                               | 4                               | 4                           | 18    | \$ 218 | \$ 3,488   |
| QC (Fortner)                           |                    |  |                         |                  |                                | 40                                | 8                               | 8                               | 4                           | 60    | \$ 218 | \$ 13,080  |
| PH/Hydraulics (Ferrari)                | 50                 | 8  | 16                      | 16               | 8                              | 4                                 | 24                              | 20                              | 16                          | 162   | \$ 184 | \$ 29,808  |
| Hydraulics (Vang/Maher)                |                    | 40   | 70                      | 24               | 8                              | 4                                 | 34                              | 24                              | 18                          | 220   | \$ 122 | \$ 26,840  |
| Web/ Data Base Management (Wang)       |                    | 4  | 4                       | 8                | 64                             | 4                                 | 8                               | 8                               | 4                           | 104   | \$ 246 | \$ 25,584  |
| Web/ Data Base Management (Tieu/Duong) |                    |  |                         | 8                | 140                            | 4                                 | 8                               | 8                               | 4                           | 172   | \$ 122 | \$ 20,984  |
| GIS Mapping (Troedson)                 |                    |  |                         | 80               | 4                              | 4                                 | 4                               | 4                               | 4                           | 100   | \$ 185 | \$ 18,500  |
| GIS Mapping (Miller/Snyder/Vang)       |                    |  |                         | 100              | 4                              | 4                                 | 2                               | 2                               | 2                           | 114   | \$ 122 | \$ 13,908  |
| Admin./ Coordination                   | 40                 |  |                         | 8                | 4                              | 4                                 | 16                              | 16                              | 16                          | 104   | \$ 91  | \$ 9,464   |
| <b>Total Hours</b>                     | 98                 | 54   | 94                      | 248              | 234                            | 70                                | 110                             | 96                              | 72                          | 1076  |        | \$ 188,928 |
| <b>Labor Totals</b>                    | \$ 15,264          | \$ 7,942   | \$ 13,510               | \$ 37,586        | \$ 37,470                      | \$ 13,614                         | \$ 17,170                       | \$ 15,214                       | \$ 11,168                   |       |        | \$ 188,928 |
| Travel                                 | \$ 1,000           |  |                         |                  |                                |                                   |                                 |                                 |                             |       |        | \$ 1,000   |
| Reproduction                           | \$ 200             |  |                         | \$ 1,000         |                                |                                   | \$ 1,000                        | \$ 1,000                        |                             |       |        | \$ 3,200   |
| <b>Total Cost Per Task</b>             | \$ 16,464          | \$ 7,942   | \$ 13,510               | \$ 38,586        | \$ 37,470                      | \$ 13,614                         | \$ 18,170                       | \$ 16,214                       | \$ 11,168                   |       |        | \$ 173,128 |



# City of Sacramento

## Department of Utilities

### REQUEST FOR PROPOSALS P14141222023

#### Consultant Services for Training & Exercises

**Issued:** June 26, 2014

**Due Date:** July 8, 2014, 2:30 pm deadline

**Submit to:** City of Sacramento  
Department of Utilities  
1391 35<sup>th</sup> Avenue, Sacramento, CA 95822  
Attn: Deanne Neighbours, Administrative  
Technician

For Information please contact both:  
Lisa Deklinski, Program Specialist  
(916) 808-3765 (voice) (916) 808-3780 (fax)  
E-Mail: [ldeklinski@cityofsacramento.org](mailto:ldeklinski@cityofsacramento.org)

Kindelberg Morales, Administrative Analyst  
(916) 808-5801 (voice) (916) 808-3780 (fax)  
E-Mail: [kmorales@cityofsacramento.org](mailto:kmorales@cityofsacramento.org)

## **SPECIAL INSTRUCTIONS** **FOR PROPOSERS**

**PLEASE NOTE: This RFP is a modification of, and replaces, Request for Proposal #P14141222017 – CONSULTANT SERVICES FOR TRAINING & EXERCISES (issued on April 16, 2014 and due on May 2, 2014).**

Original Request for Proposal #P14141222017 has been revised as indicated below in this new Request for Proposal #P14141222023.

1. *SECTION A. INTRODUCTION, d. Project Budget* has been revised as follows:

*Original Request for Proposal #P14141222017, on page 4 stated, “Each area of expertise has a not-to-exceed project budget for the two year duration of the grant. Budgets for each area of expertise are: Area of Expertise #1 – Training - \$120,000, Area of Expertise #2 – Table Top and Functional Exercise - \$65,750.”*

*Modified Request for Proposal #P14141222017 on page 6 states, “Budgets for each area of expertise are: Area of Expertise #1 – Training - \$114,185, Area of Expertise #2 – Table Top and Functional Exercise - \$64,106.”*

2. *SECTION C. SERVICES REQUESTED, Scope of Work, a. Consultant Services, Area of Expertise #2 – Table Top & Functional Exercises (Tasks 4 & 5) Item A.* requirements have been revised as follows:

*Original RFP #P14141222017 on page 7 stated, “Consultant shall use the Homeland Security Exercise and Evaluation Program (HSEEP) guidelines and provide certified HSEEP staff to implement the full exercise cycle. Consultant shall utilize the ICS organization during exercises. City will provide facilities for tabletop and functional exercises.”*

*Modified Request for Proposal #P14141222023 on page 8 states, “Consultant shall use the Homeland Security Exercise and Evaluation Program (HSEEP) guidelines to implement the full exercise cycle and utilize the ICS organization during exercises. Preference will be given to those organizations that use facilitator(s), coordinator(s), instructor(s) that have successfully completed the HSEEP Training Course and are committed to developing and delivering*

exercise in accordance with the HSEEP guidelines (See Attachment 4 – Proposal Rating Form). The city will provide facilities for tabletop and functional exercises. Please refer to <http://hseep.dhs.gov> for more information.

3. SECTION C. SERVICES REQUESTED, Scope of Work, b. Required Proof of Certification has been revised as follows:

*Original Request for Proposal #P14141222017 on page 8 stated, “To qualify for Area of Expertise #2 - Tabletop and Functional Exercises, firms must be certified in use of the Homeland Security Exercise and Evaluation Program (HSEEP).”*

Modified Request for Proposal #P14141222017 on page 9 states, “To qualify for Area of Expertise #2 - Tabletop and Functional Exercises, firms must use the Homeland Security Exercise and Evaluation Program (HSEEP) guidelines. Preference will be given to those organizations that use facilitator(s), coordinator(s), instructor(s) that have successfully completed the HSEEP Training Course and are committed to developing and delivering exercise in accordance with the HSEEP guidelines (See Attachment 4 – Proposal Rating Form). Please refer to <http://hseep.dhs.gov> for more information on HSEEP guidelines, the certification process, and courses needed.”

4. SECTION D. INSTRUCTIONS FOR COST ESTIMATE FORM, b. Area of Expertise #1 -Training Cost Estimate Form, 7. Cost per Class has been revised as follows:

*Original Request for Proposal #P14141222017 on page 10 stated, “The total cost of all four classes for all four courses shall not exceed the Area of Expertise #1 Project Budget of \$120,000.”*

Modified Request for Proposal #P14141222017 on page 13 states, “The total cost of all four classes for all four courses shall not exceed the Area of Expertise #1 Project Budget of \$114,185.”

5. SECTION D. INSTRUCTIONS FOR COST ESTIMATE FORM, b. Area of Expertise #1 -Training Cost Estimate Form, 7. Cost per Class has been revised as follows:

*Original Request for Proposal #P14141222017, on page 10 stated, “The total cost of all quarterly tasks shall not exceed the Area of Expertise #2 Project Budget of \$65,750.”*

Modified Request for Proposal #P14141222017 on page 14 states, "The total cost of all quarterly tasks shall not exceed the Area of Expertise #1 Project Budget of \$64,106."

**Based on the change in HSEEP requirement, all Proposers who submitted proposals for the original RFP #P14141222017 by May 2, 2014 will have the option to either (1) submit a new proposal for this RFP, or (2) use their original proposal previously submitted as their proposal for this RFP, but submit new cost estimate forms due to revised project budgets, or (3) use their original proposal previously submitted in its entirety as their proposal for this RFP.**

**In order to use their original proposal, with or without revised cost estimates, for this RFP, Proposers who submitted proposals for the original RFP #P14141222017 by May 2, 2014, must contact Kindelberg Morales at (916) 808-5801 or [kmorales@cityofsacramento.org](mailto:kmorales@cityofsacramento.org) to confirm their choice of option not later than the July 3<sup>rd</sup> submittal deadline for this RFP.**

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- b. Deadlines
- c. Background

### B. SELECTION PROCESS

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- b. Selection Schedule

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### D. INSTRUCTIONS FOR COST ESTIMATE FORM

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**REQUEST FOR PROPOSALS  
CONSULTANT SERVICES FOR TRAINING & EXERCISES**

**June 26, 2014**

**A. INTRODUCTION**

**a. Purpose**

The City of Sacramento (City) is requesting proposals from consultants interested in providing Training, Table Top Exercise, and Functional Exercise services to the City of Sacramento as outlined in Section C. Consultants may submit a Proposal to address one or both of the following areas of expertise:

Area of Expertise #1 -Training

Area of Expertise #2 - Table Top and Functional Exercises

In order for the consultant to be considered qualified to provide services for an area of expertise, they must meet the requirements for the specific area of expertise, as outlined in Section C.

This work may be accomplished utilizing subcontractors acceptable to the City, who also meet the requirements to complete the subcontracted portion of the program.

Interested firms are invited to submit their proposals in accordance with the requirements of this RFP. All proposals shall be submitted in accordance with the format and information listed in Section E. PROPOSAL SUBMITTAL REQUIREMENTS of this RFP.

**b. Deadlines**

If necessary, the last date for posting an Addendum will be July 3, 2014.

Proposals are to be received by 2:30 p.m. on July 8, 2014 as described in Section E of this RFP.

**c. Background**

The Department of Utilities (DOU) is responsible for maintaining the City's Flood Plan, Flood Maps, and Emergency Action Plan. These documents must be updated on a continuous basis to ensure that information is current and applicable.

DOU has joined a multi-agency collaboration to receive grant funding from the California Department of Water Resources (CA DWR) for Statewide Flood Emergency Response Projects. The alliance includes the City of Sacramento

Department of Utilities, Sacramento County Office of Emergency Services (Sac OES), Sacramento County Department of Water Resources (Sac DWR), American River Flood Control District (ARFCD), Reclamation District 1000 (RD1000), and Sacramento Metropolitan Fire (Sac Metro Fire). The grant work will have a direct and significant positive impact on the region's ability to respond effectively and efficiently during an emergency. Individual agencies will adopt mutually supportive training and plans, including processes to combine those plans, to effectively mitigate incidents that escalate beyond their individual capabilities.

The grant, with a duration of 18 months up to two years, consists of nine tasks to be managed by the lead agency, Sac OES, on behalf of the multi-agency alliance. DOU will act as the recipient for the grant administrator, Sacramento County OES, and shall contract with a firm to implement multiple assigned tasks. This RFP addresses work within a two year period, beginning upon date of award by CA DWR, covering grant Task 1 – Training, Task 4 – Table Top Exercises, and Task 5 -Functional Exercises.

**d. Project Budget**

Each area of expertise has a not-to-exceed project budget for the two year duration of the grant. Budgets for each area of expertise are:

Area of Expertise #1 - Training - \$114,185

Area of Expertise #2 - Table Top and Functional Exercises - \$64,106

**B. SELECTION PROCESS**

**a. Selection Process**

After the submittal deadline has passed, a selection committee comprised of City staff and a participant from all participating agencies will rank the proposals for each of the two areas of expertise in accordance with the criteria provided in Proposal Rating Form (Attachment 4), which include expertise, experience and qualifications; required certifications; client references; and cost.

A selection of the top ranked firm for each area of expertise may be made based solely on the selection committee's review and ranking of the proposals, without conducting any interviews. The City reserves the right to award each of the two areas of expertise to individual firms or to award both areas of expertise to a single firm based upon ranking.

Interviews may also be conducted with a minimum of the two top ranked firms per area of expertise determined in the selection. If interviews are held, the selection committee will select the top-ranked firm for each area of expertise based on both

the proposal rankings and the interview results, as indicated in Attachment 4 – Proposal Rating Form.

The City will enter into negotiations for a Professional Services Agreement (Attachment 5) with the top ranked firm(s). If negotiations are not successful in reaching agreement, the City may enter into negotiations with the next-ranked firm. Local Business Enterprise (LBE) participation will be considered during proposal evaluation as indicated on Proposal Rating Form (Attachment 4). See Attachment 1 for more information.

The issuance of this RFP shall not be interpreted as, and does not constitute, a representation by the City that any specific firm or firms will be retained to perform any of the services described herein, and a firm shall not acquire any right or entitlement to be retained for such purpose by virtue of submitting a proposal in response to this RFP.

The City reserves the right to issue additional RFP(s) for the performance of these services during the service period specified below. The City may select qualified firms that submit proposals in response to this RFP, and/or any subsequent RFP, to perform all, some or any of the professional services required by the City. The City also reserves the option to cancel or modify this RFP and the selection process at any time.

**b. Selection Schedule**

|   |                    |
|---|--------------------|
| RFP issued                                | June 26, 2014      |
| Last Day to Ask Questions                 | July 2, 2014       |
| Last Addendum Posting Date (if necessary) | July 3, 2014       |
| Proposals due                             | July 8, 2014       |
| Selection Panel                           | July 18, 2014      |
| Informal Interviews (optional)            | TBD                |
| Council Date                              | If applicable, TBD |
| Notice to proceed                         | TBD                |
| Kick-Off Meeting                          | TBD                |

It is important that the firm selected be able to respond quickly during contract negotiations and initiate work as soon as possible after the contract has been approved.

## C. SERVICES REQUESTED

### SCOPE OF WORK

This scope of work details the requirements for training and exercise consultant services. Please address each point of the scope of work in your proposal.

#### **a. Consultant Services**

Consultant shall be required to support and coordinate with multiple parties in addition to the City designated Project Manager to complete assigned tasks. Parties may include:

1. City employees designated by City Project Manager
2. Department of Utilities Emergency Operations Center (DOC) Management
3. Representative(s) from consultant preparing and updating Emergency Action Plans
4. Representative(s) from consultant(s) preparing updates to flood related plans and maps
5. Representative(s) from participating partner agencies including:
  - A. American River Flood Control (ARFC)
  - B. Reclamation District 1000 (RD1000)
  - C. Sacramento County Department of Water Resources (DWR)
  - D. City of Sacramento, Department of Utilities

#### **Area of Expertise #1 – Training (Task 1)**

- A. Consultant shall provide National Incident Management System (NIMS) certified instructor(s) to instruct classes. City will provide facilities for training.
- B. Consultant shall design, develop, and implement a training cycle with increasing levels of complexity to support the Emergency Action Plan (EAP) and planning process format.
- C. Consultant shall conduct classes that will include direct operational topics such as:
  - Basic Incident Command System (ICS)
  - Standardized Emergency Management Systems (SEMS)
  - National Incident Management System (NIMS)
- D. Consultant shall identify key players within agencies who should take classes
- E. Consultant shall verify and/or provide required level of ICS training based upon likely positions. Levels must include ICS 100, 200, 700 and ICS/EOC

Interface courses. Additional courses may be added at the discretion of the City designated Project Manager.

F. Deliverables shall include:

- Identification of individual training ICS, SEMS/NIMS needs by agency
- Scheduling and presentation of classes

***Area of Expertise #2 – Table Top & Functional Exercises (Tasks 4 & 5)***

- A. Consultant shall use the Homeland Security Exercise and Evaluation Program (HSEEP) guidelines to implement the full exercise cycle and utilize the ICS organization during exercises. Preference will be given to those organizations that use facilitator(s), coordinator(s), instructor(s) that have successfully completed the HSEEP Training Course and are committed to developing and delivering exercise in accordance with the HSEEP guidelines. (See Attachment 4 – Proposal Rating Form). The city will provide facilities for tabletop and functional exercises. Please refer to <http://hseep.dhs.gov> for more information.
- B. In the first year of the Grant, the Consultant shall conduct a regional tabletop exercise. This exercise will be designed to test Emergency Action Plans (EAPs), which are being prepared by another consultant. The exercise will test each individual agency's EAP, and the ability to combine those individual plans into a single, cohesive EAP or Master EAP. All of the partnering agencies will participate in this exercise.
- C. In the second half of the Grant, the Consultant shall conduct a functional exercise to test the updated Emergency Action Plans including the Comprehensive Flood Management Plan, Emergency Preparedness Plan, and Flood Map.
- D. Consultant shall include an interoperable communications segment in all exercises
- E. Consultant shall modify planning cycle or training as needed based upon the exercise results
- F. Consultant shall produce an After Action Report (AAR) and an Improvement Plan (IP) for all exercises
- G. Coordination with other consultants, specifically EAP consultant, shall be required to ensure all proposed revisions are implemented
- H. Deliverables shall include:

- Tabletop exercise planning meetings
- Tabletop exercises
- Functional exercise planning meetings
- Functional exercises
- After Action Reports (AAR) for both tabletop and functional exercises
- Improvement Plan (IP) for both tabletop and functional exercises

**b. Required Proof of Certification**

In your proposal, please provide proof of applicable certification for all proposed areas of expertise. If proposing a sub-consultant, please include their certification. Firms must provide proof of certification to be eligible to provide services.

To qualify for Area of Expertise #1 - Training, firms must have certified NIMS Instructors to prepare course materials and teach classes.

To qualify for Area of Expertise #2 - Tabletop and Functional Exercises, firms must use the Homeland Security Exercise and Evaluation Program (HSEEP) guidelines. Preference will be given to those organizations that use facilitator(s), coordinator(s), instructor(s) that have successfully completed the HSEEP Training Course and are committed to developing and delivering exercise in accordance with the HSEEP guidelines (See Attachment 4 – Proposal Rating Form). Please refer to <http://hseep.dhs.gov> for more information on HSEEP guidelines, the certification process, and courses needed.

**c. Management of Services**

The firm selected shall commit an experienced project manager to this project. All services called for in this RFP will be performed under the direction of this project manager, and the Project Manager shall serve as key contact person for the City.

**d. Expertise**

Expertise, experience and qualifications of the firm, project manager and other key team members are given important consideration in the selection process.

Please include in your proposal information on the firm’s knowledge and expertise regarding Training and/or Table Top and Functional Exercises, and information on the firm’s plans and capabilities to ensure compliance with Federal Emergency Management Agency (FEMA), Basic Incident Command Systems (ICS), Standardized Emergency Management Systems (SEMS) and National Incident Management System (NIMS), and Homeland Security Exercise and Evaluation Program (HSEEP).

**e. Schedule**

The project must be completed between 18 months and up to two years of the grant acceptance date. As such, a tentative schedule has been established with quarterly and yearly deadlines. Consultant shall meet these deadlines to the best of their ability. If deadlines are unable to be kept due to unforeseen circumstances or delays, project manager shall notify City representative immediately and new deadlines shall be established at that time by the City representative.

**f. Travel**

City designated Project Manager will provide facilities, generally located within city limits, for all training classes and exercises. Meetings between the City designated Project Manager and Consultant will be held at City of Sacramento, Department of Utilities, 1391 35<sup>th</sup> Avenue, Sacramento, CA 95822.

**D. INSTRUCTIONS FOR COST ESTIMATE FORM**

**a. General**

The Cost Estimate Forms (Attachment 3) contain a description of tasks to be performed based on a 18 month to two year schedule. Please provide a price for each item or quarterly task listed. If a task will be sub-contracted and performed by another consultant, a price must be provided, along with the name of the sub-consultant.

Other forms will not be accepted. Attachments and explanations can be included, provided they do not supersede or replace the quote form and do not change the scope, pricing, or intent of this package. Quoted prices should include all necessary prices for the production of results as outlined in this scope of work. Cost Estimate Forms that do not have a price listed for each applicable task will be considered incomplete and will not be considered.

**b. Area of Expertise #1 - Training Cost Estimate Form**

The Area of Expertise #1 Cost Estimate Form for has seven columns:

**1. Course #**

This section lists all anticipated course numbers to be taught.

**2. Course Name**

This section lists all anticipated course names.

**3. Total Estimated # of Students to take Course**

This section lists the number of anticipated students for each course.

**4. Estimated # of Classes to be Taught**

This section lists the number of anticipated separate classes to be provided for each course in order to cover all anticipated students.

**5. Approximate # of Students per Class**

This section lists the number of anticipated students per course class.

**6. Cost per Class**

Provide the cost for a single class per course.

**7. Cost per Class**

Provide the cost for all 12 classes per course.

The total cost of all classes for all four courses shall not exceed the Area of Expertise #1 Project Budget of \$114,185. Per the direction of the City designated Project Manager, the number of classes taught per course may be adjusted or additional courses may be added throughout the two year period. It is likely that ICS 300 and ICS 400 will be added. Any course/class revisions will require adjustments to the original estimated number of courses/classes and shall in no circumstance exceed the Project Budget.

**c. Area of Expertise #2 – Exercise Cost Estimate Form**

The Area of Expertise #2 Cost Estimate Form has three sub-headings:

**1. Labor**

Under this section provide all labor costs necessary to complete each applicable quarterly task. Complete Category / Job Title, Rate, Estimated Number of Hours, and Cost columns.

**2. Travel**

Under this section provide all travel costs necessary to complete each applicable quarterly task. Complete Category / Function, Duration, and Cost columns.

**3. Other Direct Costs**

Under this section provide all costs for materials, printing costs, etc. necessary to complete each applicable quarterly task. Complete Other Direct Costs, Comment, and Cost columns.

The total cost of all quarterly tasks shall not exceed the Area of Expertise #2 Project Budget of \$64,106. The total cost per task is not locked and can be shifted between tasks as the workflow indicates if authorized by the City designated Project Manager, but in no circumstance shall the total amount exceed the Project Budget.

## **E. PROPOSAL SUBMITTAL REQUIREMENTS**

Firms or individuals interested in submitting proposals for this project should respond to this RFP by submitting a written proposal providing all the information requested below. The proposal will be considered complete only if all of the items listed in this section are included in the submittal.

Six (6) copies of the proposal of which one will be (1) unbound copy, and one (1) electronic copy (of your choice) of the proposal in PDF format. This packet, shall be submitted no later than 2:30 PM PST, July 8, 2014 to:

City Of Sacramento  
Department of Utilities  
1391 35<sup>th</sup> Avenue, Sacramento, CA 95822  
Re: Consultant Services for Training & Exercises  
Attn: Deanne Neighbours, Administrative Technician

The proposal must be limited to ten (10) single-sided pages with minimum 11-point font, not including introductory letter, resumes, LBE forms (Attachment 1), and Cost Estimate Forms (Attachment 3). The submittal must be provided in a sealed envelope or box; the Cost Estimate Form shall be enclosed in a separate sealed envelope or box.

Please provide and present the following information in the order listed, in a clear and concise format:

- i. Firm Name.
- ii. Corporate office and local office address, city, state, zip code, telephone number, fax number, and web site addresses
- iii. Firm brief history, background, specialties, ownership
- iv. Proposal contact person, address, phone number, e-mail address
- v. Office location or locations where the work will be accomplished by the proposing firm and subcontractors.
- vi. Introductory letter describing firm's basic understanding of the services identified. This letter should also contain an expression of the firm's interest in the work, a statement regarding the qualifications of the firm to do the work,

and any summary information that may be useful or informative to the City. The introductory letter shall be the first letter in your submittal packet.

- vii. Organizational chart for proposed team, identifying the Project Manager and task leads. The Project Manager should be the day-to-day contact for the project and will be expected to communicate with City staff. The City will not provide additional staffing.
- viii. Describe project team and include specific subject areas that the Project Manager and individual team members would support. Summarize expertise and qualifications of key project team members to provide services described in Section C, above.
- ix. List the Project Manager and individual project team members' past and ongoing experience with Emergency Action Plans. Include three client references with addresses and telephone numbers. These references should reflect the firm's ability to perform the tasks listed in the scope of work. References are not needed for each staff member. Indicate the roles of project team candidates in the projects listed. Briefly discuss how this past experience relates to the proposal and affects your project approach.
- x. Provide an attachment or appendix with resumes including applicable experience for Project Manager and key individuals.
- xi. Provide information identifying key members of firm/project team who will be assigned to project through completion of the project and their availability. The identification and utilization of specific key personnel through the life of the project are important factors in the City's consideration and selection of a firm/project team. Any changes in identified key personnel after the award of the agreement must be approved by the City in writing before the change is made. Include availability of team to begin work as soon as possible after the selected firm receives the notice to proceed.
- xii. Provide proposed approach to conduct of project, and proposed Scope of Work for performance of the services described in Section C of this RFQ, including key staff assigned.
- xiii. Cost Estimate. The cost estimates should address all requirements described in section C of this RFP. Costs in the proposal should include services to be provided for a two year term beginning on date of contract award. Task costs shall include labor, materials, printing costs, other direct costs or reimbursable costs, costs for courier services, travel, and any other applicable costs. Consultant shall also provide information on hourly labor rates for all team members who will be assigned to project. Provide completed Cost Estimate form and other related information as an attachment to your proposal; it must be in a separate sealed envelope or box.

- xiv. Provide a disclosure identifying any actual, apparent or potential conflict of interest that may result from the performance of any of the services described in Section C of this RFP. These may include any actual, apparent, direct or potential conflicts of interest that may exist with respect to the firm, employees or other persons relative to the provided service. City policy is described further in Section J. CONFLICT OF INTEREST POLICY of this RFP.
- xv. Complete the form entitled “Items Requiring Response” (see Attachment 2) and attach copies of Local Business Enterprise (LBE) certifications.
- xvi. The firm selected to perform the requested services will be required to execute the “Declaration of Compliance, Equal Benefits Ordinance” form that is part of the City’s standard Professional Services Agreement, attached as Attachment 4. More information regarding the City’s Non-Discrimination In Employee Benefits Code, otherwise known as the Equal Benefits Ordinance (EBO), is provided in Exhibit E to the standard Professional Services Agreement.  
For more information, including [Contractor's Q&As](#), which includes general information on the most important questions about the EBO from the contractor's perspective, see the following website:

[http://www.cityofsacramento.org/PSS/contract\\_services.htm](http://www.cityofsacramento.org/PSS/contract_services.htm)

For further questions on the EBO, please contact the Program Administrator at (916) 808-8796.

## **F. PROFESSIONAL SERVICES AGREEMENT**

A copy of the City’s Professional Services Agreement that the selected firm(s) will be required to sign is provided as Attachment 4. Please note that any firm selected will be required to comply with the standard provisions set forth in Exhibit D of the Agreement; section 11.A provides information on minimum scope and limits of insurance coverage, and section 11.B provides information on additional insured coverage.

The selected firm(s) will need to provide insurance certificate(s) for Commercial General Liability, Automobile Liability, Workers’ Compensation and Employer’s Liability, and Professional Liability Insurance for this project. Endorsement(s) signed by an authorized representative of the insurance carrier will also be needed for Commercial General Liability and Automobile Liability insurance, with language included in the endorsement(s) that the City, its officials, employees and volunteers shall be covered as additional insured.

If the insurance certificate(s) and endorsements are provided by an insurance broker, the insurance company will also need to provide verification of coverage.

The selected firm(s) will be required to complete and submit a W-9 form and CA form 587 or 590.

## **G. ADDENDA AND SUPPLEMENTS TO REQUEST FOR PROPOSALS**

The City of Sacramento reserves the right to cancel, postpone, extend or revise this RFP or the RFP process at any time. If it becomes necessary to revise any part of this RFP, an Addendum to the RFP will be provided on the City's Bid website at <http://www.cityofsacramento.org/finance/bids/>.

## **H. BUSINESS OPERATIONS TAX CERTIFICATE (B.O.T.C.)**

Sacramento City Code Chapter 3.08 requires any person or firm conducting business within or with the City of Sacramento to pay a Business Operations Tax and have a current Business Operations Tax Certificate.

To obtain information about the Business Operations Tax Certificate, contact the City of Sacramento Revenue Division, 915 I Street, Sacramento, CA 95814, or telephone 916-808-8500.

## **I. CONFLICT OF INTEREST POLICY**

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 working for contractors providing services or performing work for the City, if such individuals 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 individuals who qualify as "consultants" to file the following statements of economic interests with the City:

- (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 standard agreement attached to this RFP indicates whether or not the individual(s) who will provide services or perform work pursuant to the agreement will be considered "consultants" within the meaning of the Political Reform Act and the City's Conflict of Interest Code. The submission of a proposal in response to this RFP constitutes the proposer's acknowledgement and agreement that, if the proposer is awarded the agreement by City, the individuals who will provide services or perform work pursuant to the agreement will not have a conflict of interest under the City's Conflict of Interest Code.

In addition, if the proposer is awarded the agreement by City, such proposer shall cause the following to occur within 30 days after execution of the agreement:

- (1) The proposer shall identify the individuals who will provide services or perform work under the agreement as "consultants" within the meaning of the Political Reform Act and the City's Conflict of Interest Code;
- (2) The proposer shall cause these individuals to file with the City Representative identified in the agreement the "assuming office" statements of economic interests required by the City's Conflict of Interest Code.

Thereafter, throughout the term of the agreement, the proposer 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 the agreement, until all required statements are filed.

## **J. MISCELLANEOUS**

All material submitted shall become the property of the City of Sacramento, may be reviewed and evaluated as part of this RFP process by any persons at the discretion of the City of Sacramento, and may be publicly disclosed as required by law.

ATTACHMENT 1

**\*\*ITEMS REQUIRING RESPONSE\*\***

NOTE: *Firms submitting proposals must provide responses to the following items.*

**1. LOCAL BUSINESS ENTERPRISE (LBE) PARTICIPATION PROGRAM**

**I. LBE MINIMUM FIVE PERCENT (5%) PARTICIPATION REQUIREMENT**

On November 19, 2013, City Council increased the LBE preference percentage and authorized City departments to require minimum LBE participation levels in specific contracts. Under City Code section 3.60.270, when the bid specifications for a City contract establish a minimum participation level for LBEs, no bidder on the contract shall be considered responsive unless its bid meets the minimum LBE participation level required by the bid specifications.

**THE CITY HAS WAIVED THE LBE MINIMUM 5% PARTICIPATION LEVEL REQUIREMENT ON THIS PROFESSIONAL SERVICES CONTRACT.**

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

**I. LBE FIVE PERCENT (5%) BID EVALUATION PREFERENCE**

On April 3, 2012, the Sacramento City Council adopted a Local Business Enterprise (LBE) Preference Program to provide enhanced opportunities for the participation of local business enterprises (LBEs) in the City's contracting and procurement activities. On November 19, 2013, City Council increased the LBE preference.

The LBE Program provides for **a five percent (5%) preference** on all City procurement opportunities under \$100,000. For professional service contracts only, this preference also applies to procurement opportunities of \$100,000 or more.

A bid or quotation submitted by a firm that is located within Sacramento city and/or the unincorporated county of Sacramento will receive a five percent (5%) bid evaluation preference for the purpose of determining the lowest responsible bidder. If, after applying the 5% bid evaluation preference, the bid of an LBE firm receiving such preference is determined to be the lowest responsible bid, the award will be made for the actual amount bid.

Bidders shall submit proof to the City demonstrating that the business is in compliance with all applicable laws relating to licensing and is not delinquent on any City of Sacramento or County of Sacramento taxes, permits, or fees.

## **II. LBE QUALIFICATION**

- A. An LBE designated in the bid must be qualified as an LBE prior to the time set for submission of bids.
- B. Local Business Enterprise means a business enterprise, including but not limited to, a sole proprietorship, partnership, Limited Liability Company, corporation, or other business entity that has a legitimate business presence in the city or unincorporated county of Sacramento. Proof of legitimate business presence in the city or unincorporated county of Sacramento shall include:
  - 1. Having a current City of Sacramento Business Operation Tax or County of Sacramento Business License for at least twelve (12) consecutive months prior to submission of bid; and
  - 2. Having either of the following types of offices or workspace operating legally within the city or unincorporated county of Sacramento for at least twelve (12) consecutive months prior to submission of bid:
    - a. The LBE's principle business office or workspace; or
    - b. The LBE's regional, branch or satellite office with at least one full time employee located in the city or unincorporated county of Sacramento.
- C. An LBE must provide a physical address for the basis of location. This excludes P.O. Box addresses.
- D. An LBE must provide a current copy of the City of Sacramento Business Operations Tax Certificate and/or County of Sacramento Business License.

## **III. APPLICATION OF LBE PREFERENCE**

- A. When applying the LBE preference to a Bid, the preference shall apply to the Bid price solely for Bid evaluation purposes such that the total price bid by a Local Business shall be reduced by five percent (5%) of the amount bid by that Local Business, and the reduced Bid amount shall be deemed the amount bid by that bidder. The Contract price shall in all events be the amount Bid by the successful bidder awarded the Contract.
- B. When applying the LBE preference to a Proposal, the preference shall apply in the form of additional points to the Proposal's final score such that the score awarded to a Proposal submitted by a Local Business is increased by five percent (5%) of the total possible evaluation points.

- C. The LBE preference shall apply to all City procurement opportunities under \$100,000 and professional service contracts of \$100,000 or more.

**IV. DEFINITIONS**

- A. Local Business Enterprise (LBE): A business enterprise, including but not limited to, a sole proprietorship, partnership, limited liability company, corporation, or any other business entity that has a legitimate business presence in the city or unincorporated county of Sacramento.
- B. Proposal: Any response to a City solicitation for Proposals or Qualifications.
- C. Bid: Any response to a City solicitation for bids.

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

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

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

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

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

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

**4. BUSINESS OPERATIONS TAX CERTIFICATE (B.O.T.C.)**

Sacramento City Code Chapter 3.08 requires any person or firm conducting business within or with the City of Sacramento to pay a **Business Operations Tax and have a current Business Operations Tax Certificate.**

To obtain information about the Business Operations Tax Certificate, contact the City of Sacramento Revenue Division, 915 I Street, Room 1214, Sacramento, CA 95814, or telephone (916) 808-8500.

ATTACHMENT 2  
ESTIMATED SCHEDULES

TRAINING

ESTIMATED SCHEDULE  
(Two Year Period)

The items below shall include all deliverables & assessments for Training Classes

| YEAR/QUARTER | ITEM DESCRIPTION   |
|--------------|--|
| Yr 1/Qtr 1   |  |
| Yr 1/Qtr 2   | Begin work on training all individuals in the ICS system in accordance with the EAPs |
| Yr 1/Qtr 3   | Train and Evaluate   |
| Yr 1/Qtr 4   | Train and Evaluate; Provide feedback for EAPs and Tabletop Exercise                  |
| Yr 2/Qtr 1   |  |
| Yr 2/Qtr 2   | Train and Evaluate; Provide feedback for EAPs and Functional Exercise                |
| Yr 2/Qtr 3   | Train and Evaluate; Provide feedback for EAPs  |
| Yr 2/Qtr 4   | Finalize all training, reports, and budgetary documents                              |

TABLETOP AND FUNCTIONAL EXERCISES

ESTIMATED SCHEDULE  
(Two Year Period)

The items below shall include all deliverables & assessments for Tabletop and Functional Exercises.

| YEAR/QUARTER | ITEM DESCRIPTION   |
|--------------|--|
| Yr 1/Qtr 1   | Identify all of the involved partners for the implementation of the program            |
| Yr 1/Qtr 2   |  |
| Yr 1/Qtr 3   |  |
| Yr 1/Qtr 4   | Start work on Table Top Exercise   |
| Yr 2/Qtr 1   | Complete Table Top Exercise, provide AAR and IP, and begin work on Functional Exercise |
| Yr 2/Qtr 2   | Complete Functional Exercise and final planning meetings                               |
| Yr 2/Qtr 3   |  |
| Yr 2/Qtr 4   | Finalize all training, reports, and budgetary documents                                |

ATTACHMENT 3  
COST ESTIMATES

TRAINING CLASSES

Area of Expertise #1

COST ESTIMATE

Please fill out the form completely for each applicable Course. We estimate that there are a total of 465 students that will need to attend each course subject, which translates into approximately 12 classes of each course with approximately 39 attendees per class. Total Cost shall not exceed Project Budget.

Company Name: \_\_\_\_\_

Date: \_\_\_\_\_

| COURSE #          | COURSE NAME                         | Total Estimated # of Students to take Course | Estimated # of Classes to be Taught | Approximate # of Students per Class | Cost per Class | Total Cost per Course |
|-------------------|-------------------------------------|--|-------------------------------------|-------------------------------------|----------------|-----------------------|
| ICS 100           | Intro to ICS                        | 465  | 12                                  | 39                                  |                |                       |
| ICS 200           | ICS for Single Resources            | 465  | 12                                  | 39                                  |                |                       |
| ICS 700           | National Incident Management System | 465  | 12                                  | 39                                  |                |                       |
| G-191             | ICS/EOC Interface                   | 465  | 12                                  | 39                                  |                |                       |
|                   |                                     |  |                                     |                                     |                |                       |
|                   |                                     |  |                                     |                                     |                |                       |
| <b>TOTAL COST</b> |                                     |  |                                     |                                     |                |                       |

|  |                  |
|--|------------------|
| <b>AREA OF EXPERTISE #1 - NOT TO EXCEED PROJECT BUDGET</b> | <b>\$120,000</b> |
|--|------------------|

**Please Note:** Per the direction of the City designated Project Manager, the number of classes taught per course may be adjusted or additional courses may be added throughout the two year period. ICS 300 and ICS 400 are likely to be added. Any course/class revisions will require adjustments to the original estimated number of courses/classes and shall in no circumstance exceed the Project Budget.





ATTACHMENT 4

**Proposal Rating Form: Consultant Services for Training & Exercises  
January 2014**

Proposer:

Selection Committee Member:

Date of Review:

Signature: \_\_\_\_\_

**Selection Criteria**

- A. Certifications (Extra points given for HSEEP certifications\*\*)
- B. Expertise
- C. Experience
- D. Qualifications
- E. Cost

| Selection Criteria   | Scoring for Subject Areas |           | Weight*        | Computed Scores for Subject Areas |           |
|----------------------|---------------------------|-----------|----------------|-----------------------------------|-----------|
|                      | Training                  | Exercises |                | Training                          | Exercises |
| A                    |                           |           | 0.1            |                                   |           |
| B                    |                           |           | 0.2            |                                   |           |
| C                    |                           |           | 0.3            |                                   |           |
| D                    |                           |           | 0.2            |                                   |           |
| E                    |                           |           | 0.2            |                                   |           |
| Subtotal             |                           |           | 1.00           |                                   |           |
| **HSEEP              |                           |           | 0.05 total pts |                                   |           |
| ***LBE 5% preference |                           |           | 0.05 total pts |                                   |           |
| <b>TOTAL</b>         |                           |           |                |                                   |           |

\* Weighing Factor

\*\* HSEEP Certifications Preference

\*\*\* Local Business Enterprise Bid Evaluation Preference

Scoring: Please evaluate the proposals using the following cumulative point system (max of 5.00 points):

- Outstanding = 5
- Very Good = 4
- Good = 3
- Average = 2
- Poor = 1

Not Addressed or not acceptable = 0

**Additional review factors include:**

- References
- Interviews - if the Selection Committee determines to include interviews in the selection process.

ATTACHMENT 5  
PROFESSIONAL SERVICES AGREEMENT

PROJECT #:  
PROJECT NAME:  
DEPARTMENT:  
DIVISION:

CITY OF SACRAMENTO

**PROFESSIONAL SERVICES AGREEMENT \***

**THIS AGREEMENT** is made at Sacramento, California, as of \_\_\_\_\_, by and between the **CITY OF SACRAMENTO**, a municipal corporation (“CITY”), and

*Name of Contractor*  
*Address*  
*Phone/Fax*

(“CONTRACTOR”), who agree as follows:

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

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

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

Executed as of the day and year first above stated.

**CITY OF SACRAMENTO**  
A Municipal Corporation

Attachments

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

Exhibit A - Scope of Service  
Exhibit B - Fee Schedule/Manner of Payment

Print name: \_\_\_\_\_

Exhibit C - Facilities/Equipment Provided

Title: \_\_\_\_\_

Exhibit D - General Provisions

Exhibit E - Non-Discrimination in Employee Benefits

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

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

Name of Contractor: \_\_\_\_\_  
\_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

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

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

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

4. Contractor understands that Contractor will not be considered to be discriminating in the provision or application of employee benefits under the following conditions or circumstances:
  - a. If the actual cost of providing a benefit to a domestic partner or spouse exceeds the cost of providing the same benefit to a spouse or domestic partner of an employee, Contractor will not be required to provide the benefit, nor shall it be

deemed discriminatory, if Contractor requires the employee to pay the monetary difference in order to provide the benefit to the domestic partner or to the spouse.

- b. If Contractor is unable to provide a certain benefit, despite taking reasonable measures to do so, if Contractor provides the employee with a cash equivalent Contractor will not be deemed to be discriminating in the application of that benefit.
  - c. If Contractor provides employee benefits neither to employee's spouses nor to employee's domestic partners.
  - d. If Contractor provides employee benefits to employees on a basis unrelated to marital or domestic partner status.
  - e. If Contractor submits written evidence of making reasonable efforts to end discrimination in employee benefits by implementing policies that will be enacted before the first effective date after the first open enrollment process following the date this Agreement is executed by the City of Sacramento ("City"). Contractor understands that any delay in the implementation of such policies may not exceed one (1) year from the date this Agreement is executed by the City, and applies only to those employee benefits for which an open enrollment process is applicable.
  - f. Until administrative steps can be taken to incorporate nondiscrimination in employee benefits. The time allotted for these administrative steps will apply only to those employee benefits for which administrative steps are necessary and may not exceed three (3) months from the date this Agreement is executed by the City.
  - g. Until the expiration of a current collective bargaining agreement(s) if employee benefits are governed by such collective bargaining agreement(s).
  - h. Contractor takes all reasonable measures to end discrimination in employee benefits by either requesting that the union(s) involved agree to reopen the agreement(s) in order for Contractor to take whatever steps are necessary to end discrimination in employee benefits or by ending discrimination in employee benefits without reopening the collective bargaining agreement(s).
  - i. In the event Contractor cannot end discrimination in employee benefits despite taking all reasonable measures to do so, Contractor provides a cash equivalent to eligible employees for whom employee benefits are not available. Unless otherwise authorized in writing by the City Manager, Contractor understands this cash equivalent must begin at the time the union(s) refuse to allow the collective bargaining agreement(s) to be reopened or not longer than three (3) months after the date this Agreement is executed by the City.
5. Contractor understands that failure to comply with the provisions of Section 4(a) through 4(i), above, will subject Contractor to possible suspension and/or termination of this

Agreement for cause; repayment of any or all of the Agreement amount disbursed by the City; debarment for future agreements until all penalties and restitution have been paid in full and/or for up to two (2) years; and/or the imposition of a penalty, payable to the City, in the sum of \$50.00 for each employee, for each calendar day during which the employee was discriminated against in violation of the provisions of the Ordinance.

6. Contractor understands and agrees to provide notice to each current employee and, within ten (10) days of hire, to each new employee, of their rights under the Ordinance. Contractor further agrees to maintain a copy of each such letter provided, in an appropriate file for inspection by authorized representatives of the City. Contractor also agrees to prominently display a poster informing each employee of these rights.
7. Contractor understands that Contractor has the right to request a waiver of, or exemption from, the provisions of the Ordinance by submitting a written request to the City's Procurement Services Division prior to Agreement award, which request shall identify the provision(s) of the Ordinance authorizing such waiver or exemption and the factual basis for such waiver or exemption. The City shall determine in its sole discretion whether to approve any such request.
8. Contractor agrees to defend, indemnify and hold harmless, the City, its officers and employees, against any claims, actions, damages, costs (including reasonable attorney fees), or other liabilities of any kind arising from any violation of the Requirements or of the Ordinance by Contractor.

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

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

## EXHIBIT A

### PROFESSIONAL SERVICES AGREEMENT

#### SCOPE OF SERVICES

**1. Representatives.**

The CITY Representative for this Agreement is:

*Pete Millino, Security and Emergency Preparedness Superintendent  
1391 35<sup>th</sup> Avenue, Sacramento, CA 95822  
Phone: (916) 808-5173 Fax: (916) 808-7955 E-mail: pmillino@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:

*Name/Title  
Address  
Phone/Fax/E-mail*

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 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:

- (2) Identify the individuals who will provide services or perform work under this Agreement as “consultants”;
- (3) 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.** *[Describe services to be provided here, or, if scope of services is described in an attachment, label the attachment “Attachment 1 to Exhibit A” and include the following sentence:]*

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.

## EXHIBIT B

### PROFESSIONAL SERVICES AGREEMENT

#### FEE SCHEDULE/MANNER OF PAYMENT

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

D. Requests for payment shall be sent to:

*Department of Utilities, Engineering Services  
1391 35<sup>th</sup> Avenue, Sacramento, CA 95822*

*Phone: (916) 808-1464 Fax: (916) 808-7955 Email: [ajordan@cityofsacramento.org](mailto:ajordan@cityofsacramento.org)*

*Attn: Alaina Jordan*

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

**EXHIBIT C**

**NONPROFESSIONAL SERVICES AGREEMENT**

**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 [*list, if applicable*]:

**EXHIBIT D**  
**PROFESSIONAL SERVICES AGREEMENT**

**GENERAL PROVISIONS**

**1. Independent Contractor.**

- A. It is understood and agreed that CONTRACTOR (including CONTRACTOR's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither CONTRACTOR nor CONTRACTOR's assigned personnel shall be entitled to any benefits payable to employees of CITY. CITY is not required to make any deductions or withholdings from the compensation payable to CONTRACTOR under the provisions of this Agreement, and CONTRACTOR shall be issued a Form 1099 for its services hereunder. As an independent contractor, CONTRACTOR hereby agrees to indemnify and hold CITY harmless from any and all claims that may be made against CITY based upon any contention by any of CONTRACTOR's employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any Services under this Agreement. (As used in this Exhibit D, the term "Services" shall include both Services and Additional Services as such terms are defined elsewhere in this Agreement.)
- B. It is further understood and agreed by the parties hereto that CONTRACTOR, in the performance of its obligations hereunder, is subject to the control and direction of CITY as to the designation of tasks to be performed and the results to be accomplished under this Agreement, but not as to the means, methods, or sequence used by CONTRACTOR for accomplishing such results. To the extent that CONTRACTOR obtains permission to, and does, use CITY facilities, space, equipment or support services in the performance of this Agreement, this use shall be at the CONTRACTOR's sole discretion based on the CONTRACTOR's determination that such use will promote CONTRACTOR's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the CITY does not require that CONTRACTOR use CITY facilities, equipment or support services or work in CITY locations in the performance of this Agreement.
- C. If, in the performance of this Agreement, any third persons are employed by CONTRACTOR, such persons shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONTRACTOR. It is further understood and agreed that CONTRACTOR shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of CONTRACTOR's assigned personnel and subcontractors.
- D. The provisions of this Section 1 shall survive any expiration or termination of this Agreement. Nothing in this Agreement shall be construed to create an exclusive relationship between CITY and CONTRACTOR. CONTRACTOR may represent, perform services for, or be employed by such additional persons or companies as CONTRACTOR sees fit provided that CONTRACTOR does not violate the provisions of Section 5, below.

- 2. Licenses; Permits, Etc.** CONTRACTOR represents and warrants that CONTRACTOR has all licenses, permits, City Business Operations Tax Certificate, qualifications, and approvals of whatsoever nature

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

3. **Time.** CONTRACTOR shall devote such time and effort to the performance of Services pursuant to this Agreement as is necessary for the satisfactory and timely performance of CONTRACTOR's obligations under this Agreement. Neither party shall be considered in default of this Agreement, to the extent that party's performance is prevented or delayed by any cause, present or future, that is beyond the reasonable control of that party.
4. **CONTRACTOR Not Agent.** Except as CITY may specify in writing, CONTRACTOR and CONTRACTOR's personnel shall have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. CONTRACTOR and CONTRACTOR's personnel shall have no authority, express or implied, to bind CITY to any obligations whatsoever.
5. **Conflicts of Interest.** CONTRACTOR covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, that would conflict in any manner with the interests of CITY or that would in any way hinder CONTRACTOR's performance of Services under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor, without the written consent of CITY. CONTRACTOR agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the interests of CITY at all times during the performance of this Agreement. If CONTRACTOR is or employs a former officer or employee of the CITY, CONTRACTOR and any such employee(s) shall comply with the provisions of Sacramento City Code Section 2.16.090 pertaining to appearances before the City Council or any CITY department, board, commission or committee.
6. **Confidentiality of CITY Information.** During performance of this Agreement, CONTRACTOR may gain access to and use CITY information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "City Information") that are valuable, special and unique assets of the CITY. CONTRACTOR agrees to protect all City Information and treat it as strictly confidential, and further agrees that CONTRACTOR shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party without the prior written consent of CITY. In addition, CONTRACTOR shall comply with all CITY policies governing the use of the CITY network and technology systems, as set forth in applicable provisions of the City of Sacramento Administrative Policy Instructions # 30. A violation by CONTRACTOR of this Section 6 shall be a material violation of this Agreement and shall justify legal and/or equitable relief.
7. **CONTRACTOR Information.**
  - A. CITY shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by CONTRACTOR pursuant to this Agreement. In this Agreement, the term "information" shall be construed to mean and include: any and all

work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, photostatting, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. CONTRACTOR shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by CITY.

- B. CONTRACTOR shall fully defend, indemnify and hold harmless CITY, its officers and employees, and each and every one of them, from and against any and all claims, actions, lawsuits or other proceedings alleging that all or any part of the information prepared, produced, or provided by CONTRACTOR pursuant to this Agreement infringes upon any third party's trademark, trade name, copyright, patent or other intellectual property rights. CITY shall make reasonable efforts to notify CONTRACTOR not later than ten (10) days after CITY is served with any such claim, action, lawsuit or other proceeding, provided that CITY's failure to provide such notice within such time period shall not relieve CONTRACTOR of its obligations hereunder, which shall survive any termination or expiration of this Agreement.
- C. All proprietary and other information received from CONTRACTOR by CITY, whether received in connection with CONTRACTOR's proposal to CITY or in connection with any Services performed by CONTRACTOR, will be disclosed upon receipt of a request for disclosure, pursuant to the California Public Records Act; provided, however, that, if any information is set apart and clearly marked "trade secret" when it is provided to CITY, CITY shall give notice to CONTRACTOR of any request for the disclosure of such information. The CONTRACTOR shall then have five (5) days from the date it receives such notice to enter into an agreement with the CITY, satisfactory to the City Attorney, providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff's attorney fees) incurred by CITY in any legal action to compel the disclosure of such information under the California Public Records Act. The CONTRACTOR shall have sole responsibility for defense of the actual "trade secret" designation of such information.
- D. The parties understand and agree that any failure by CONTRACTOR to respond to the notice provided by CITY and/or to enter into an agreement with CITY, in accordance with the provisions of subsection C, above, shall constitute a complete waiver by CONTRACTOR of any rights regarding the information designated "trade secret" by CONTRACTOR, and such information shall be disclosed by CITY pursuant to applicable procedures required by the Public Records Act.

**8. Standard of Performance.** CONTRACTOR shall perform all Services required pursuant to this Agreement in the manner and according to the standards currently observed by a competent practitioner of CONTRACTOR's profession in California. All products of whatsoever nature that CONTRACTOR delivers to CITY pursuant to this Agreement shall be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in CONTRACTOR's profession, and shall be provided in accordance with any schedule of performance specified in Exhibit A. CONTRACTOR shall assign only competent personnel to perform Services pursuant to this Agreement. CONTRACTOR shall notify CITY in writing of any changes in CONTRACTOR's staff assigned to perform the Services required under this Agreement, prior to any such performance. In the event that CITY, at any time during the term of this Agreement, desires the removal of any person assigned by CONTRACTOR to perform Services pursuant to this Agreement, because CITY, in its sole discretion, determines that such

person is not performing in accordance with the standards required herein, CONTRACTOR shall remove such person immediately upon receiving notice from CITY of the desire of CITY for the removal of such person.

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

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

**10. Indemnity.**

- A. Indemnity: CONTRACTOR shall defend, hold harmless and indemnify CITY, its officers and employees, and each and every one of them, from and against any and all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, costs and expenses of every type and description, including, but not limited to, any fees and/or costs reasonably incurred by CITY's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), including but not limited to Liabilities arising from personal injury or death, damage to personal, real or intellectual property or the environment, contractual or other economic damages, or regulatory penalties, arising out of or in any way connected with performance of or failure to perform this Agreement by CONTRACTOR, any sub-consultant, subcontractor or agent, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, whether or not (i) such Liabilities are caused in part by a party indemnified hereunder or (ii) such Liabilities are litigated, settled or reduced to judgment; provided that the foregoing indemnity does not apply to liability for any damage or expense for death or bodily injury to persons or damage to

property to the extent arising from the sole negligence or willful misconduct of CITY, its agents, servants, or independent contractors who are directly responsible to CITY, except when such agents, servants, or independent contractors are under the direct supervision and control of CONTRACTOR.

- B. Insurance Policies; Intellectual Property Claims: The existence or acceptance by CITY of any of the insurance policies or coverages described in this Agreement shall not affect or limit any of CITY's rights under this Section 10, nor shall the limits of such insurance limit the liability of CONTRACTOR hereunder. This Section 10 shall not apply to any intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of Section 7.B., above. The provisions of this Section 10 shall survive any expiration or termination of this Agreement.

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

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

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

A. Minimum Scope & Limits of Insurance Coverage

- (1) Commercial General Liability Insurance, providing coverage at least as broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide contractual liability and products and completed operations coverage for the term of the policy.
- (2) Automobile Liability Insurance providing coverage at least as broad as ISO Form CA 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide coverage for owned, non-owned and/or hired autos as appropriate to the operations of the CONTRACTOR.

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

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

- (3) Workers' Compensation Insurance with statutory limits, and Employers' Liability Insurance with limits of not less than one million dollars (\$1,000,000). The

Worker's Compensation policy shall include a waiver of subrogation for contracts involving construction or maintenance, or if required by the CITY by selecting the option below:

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

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

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

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

B. Additional Insured Coverage

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

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

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

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

C. Other Insurance Provisions

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

- (1) Except for professional liability, CONTRACTOR's insurance coverage shall be primary insurance as respects CITY, its officials, employees and volunteers. Any insurance or self-insurance maintained by CITY, its officials, employees or volunteers shall be in

excess of CONTRACTOR's insurance and shall not contribute with it.

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

D. Acceptability of Insurance

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

E. Verification of Coverage

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

F. Subcontractors

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

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

- A. Compliance With Regulations: CONTRACTOR shall comply with the Executive Order 11246 entitled "Equal Opportunity in Federal Employment", as amended by Executive Order 11375 and 12086, and as supplemented in Department of Labor regulations (41 CFR Chapter 60), hereinafter collectively referred to as the "Regulations".
- B. Nondiscrimination: CONTRACTOR, with regards to the work performed by it after award and prior to completion of the work pursuant to this Agreement, shall not discriminate on the

ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation in selection and retention of subcontractors, including procurement of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in discrimination prohibited by the Regulations.

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

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

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

- (1) Withholding of payments to CONTRACTOR under this Agreement until CONTRACTOR complies;
- (2) Cancellation, termination, or suspension of the Agreement, in whole or in part.

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

**13. Entire Agreement.** This document, including all Exhibits, contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Agreement. No alteration to the terms of this Agreement shall be valid unless approved in writing by CONTRACTOR, and by CITY, in accordance with applicable provisions of the Sacramento City Code.

**14. Severability.** If any portion of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

15. **Waiver.** Neither CITY acceptance of, or payment for, any Service or Additional Service performed by CONTRACTOR, nor any waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.
16. **Enforcement of Agreement.** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court or Federal District Court located in Sacramento County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.
17. **Assignment Prohibited.** The expertise and experience of CONTRACTOR are material considerations for this Agreement. CITY has a strong interest in the qualifications and capability of the persons and entities that will fulfill the obligations imposed on CONTRACTOR under this Agreement. In recognition of this interest, CONTRACTOR shall not assign any right or obligation pursuant to this Agreement without the written consent of the CITY. Any attempted or purported assignment without CITY's written consent shall be void and of no effect.
18. **Binding Effect.** This Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the parties, subject to the provisions of Section 17, above.
19. **Use Tax Requirements.** During the performance of this Agreement, CONTRACTOR, for itself, its assignees and successors in interest, agrees as follows:
- A. Use Tax Direct Payment Permit: For all leases and purchases of materials, equipment, supplies, or other tangible personal property used to perform the Agreement and shipped from outside California, the Contractor and any subcontractors leasing or purchasing such materials, equipment, supplies or other tangible personal property shall obtain a Use Tax Direct Payment Permit from the California State Board of Equalization ("SBE") in accordance with the applicable SBE criteria and requirements.
  - B. Sellers Permit: For any construction contract and any construction subcontract in the amount of \$5,000,000 or more, Contractor and the subcontractor(s) shall obtain sellers permits from the SBE and shall register the jobsite as the place of business for the purpose of allocating local sales and use tax to the City. Contractor and its subcontractors shall remit the self-accrued use tax to the SBE, and shall provide a copy of each remittance to the City.
  - C. The above provisions shall apply in all instances unless prohibited by the funding source for the Agreement.

## **EXHIBIT E**

### **REQUIREMENTS OF THE NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE**

#### **INTRODUCTION**

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

#### **APPLICATION**

The provisions of the Ordinance apply to any contract or agreement (as defined below), between a Contractor and the City of Sacramento, in an amount exceeding \$100,000.00. The Ordinance applies to that portion of a contractor’s operations that occur: (i) within the City of Sacramento; (ii) on real property outside the City of Sacramento if the property is owned by the City or if the City has a right to occupy the property; or (iii) at any location where a significant amount of work related to a City contract is being performed.

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

#### **DEFINITIONS**

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

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

controlled by the City for the operation of a business, social, or other establishment or organization, including leases, concessions, franchises and easements, or (ii) for the City's use or occupancy of real property owned by others, including leases, concessions, franchises and easements.

"Contract" shall not include: a revocable at-will use or encroachment permit for the use of or encroachment on City property regardless of the ultimate duration of such permit; excavation, street construction or street use permits; agreements for the use of City right-of-way where a contracting utility has the power of eminent domain; or agreements governing the use of City property that constitute a public forum for activities that are primarily for the purpose of espousing or advocating causes or ideas and that are generally protected by the First Amendment to the United States Constitution or that are primarily recreational in nature.

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

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

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

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

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

## **EMPLOYER COMPLIANCE CERTIFICATE AND NOTICE REQUIREMENTS**

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

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

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

## Attachment A



### **YOUR RIGHTS UNDER THE CITY OF SACRAMENTO’S NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE**

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

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

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

The included employee benefits are:

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

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

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

**You May . . .**

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

City of Sacramento  
Procurement Services Division  
915 I Street, New City Hall, 2<sup>nd</sup> Floor  
Sacramento, CA 95814

- 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  
915 I Street, New City Hall, 2<sup>nd</sup> Floor  
Sacramento, CA 95814
- 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.

PROJECT #: TBD  
PROJECT NAME: DWR: Flood Emergency Response Projects - Training and Exercise  
DEPARTMENT: 14001222 - Security and Emergency Preparedness  
DIVISION: Operations and Maintenance  
CITY OF SACRAMENTO

**PROFESSIONAL SERVICES AGREEMENT \***

**THIS AGREEMENT** is made at Sacramento, California, as of \_\_\_\_\_, by and between the **CITY OF SACRAMENTO**, a municipal corporation (“CITY”), and

CH2M HILL  
2485 Natomas Park Drive, Suite #600  
Sacramento, CA 95833-2937  
(916)920-0300

(“CONTRACTOR”), who agree as follows:

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

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

this Agreement, including without limitation any document relating to the scope of services or payment therefor, the General Provisions shall control over said terms or conditions.

- 5. **Non-Discrimination in Employee Benefits.** This Agreement is subject to the provisions of Sacramento City Code Chapter 3.54, Non-Discrimination in Employee Benefits by City Contractors. The requirements of Sacramento City Code Chapter 3.54 are summarized in Exhibit E. CONTRACTOR is required to sign the attached Declaration of Compliance (Equal Benefits Ordinance), to assure compliance with these requirements.
- 6. **Authority.** The person signing this Agreement for CONTRACTOR hereby represents and warrants that he/she is fully authorized to sign this Agreement on behalf of CONTRACTOR and to bind CONTRACTOR to the performance of its obligations hereunder.
- 7. **Exhibits.** All exhibits referred to herein are attached hereto and are by this reference incorporated as if set forth fully herein.

Executed as of the day and year first above stated.

**CITY OF SACRAMENTO**  
A Municipal Corporation

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

Print name: William O. Busath

Title: DOU Interim Director

For: John F. Shirey, City Manager

APPROVED AS TO FORM:

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

ATTEST:

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

Attachments

- Exhibit A - Scope of Service
- Exhibit B - Fee Schedule/Manner of Payment
- Exhibit C - Facilities/Equipment Provided
- Exhibit D - General Provisions
- Exhibit E - Non-Discrimination in Employee Benefits

**CONTRACTOR:**

CH2M HILL

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

\_\_\_\_\_  
Federal I.D. No.

\_\_\_\_\_  
State I.D. No.

\_\_\_\_\_  
City of Sacramento Business Op. Tax Cert. No.

TYPE OF BUSINESS ENTITY (*check one*):

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

\_\_\_\_\_  
**Signature of Authorized Person**

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

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

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

**DECLARATION OF COMPLIANCE  
Equal Benefits Ordinance**

Name of Contractor: CH2M HILL

Address: 2485 Natomas Park Drive, Suite #600, Sacramento, CA 95833-2937

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

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

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

4. Contractor understands that Contractor will not be considered to be discriminating in the provision or application of employee benefits under the following conditions or circumstances:
  - a. If the actual cost of providing a benefit to a domestic partner or spouse exceeds the cost of providing the same benefit to a spouse or domestic partner of an employee, Contractor will not be required to provide the benefit, nor shall it be deemed discriminatory, if Contractor requires the employee to pay the monetary difference in order to provide the benefit to the domestic partner or to the spouse.
  - b. If Contractor is unable to provide a certain benefit, despite taking reasonable measures to do so, if Contractor provides the employee with a cash equivalent Contractor will not be deemed to be discriminating in the application of that benefit.

- c. If Contractor provides employee benefits neither to employee's spouses nor to employee's domestic partners.
  - d. If Contractor provides employee benefits to employees on a basis unrelated to marital or domestic partner status.
  - e. If Contractor submits written evidence of making reasonable efforts to end discrimination in employee benefits by implementing policies that will be enacted before the first effective date after the first open enrollment process following the date this Agreement is executed by the City of Sacramento ("City"). Contractor understands that any delay in the implementation of such policies may not exceed one (1) year from the date this Agreement is executed by the City, and applies only to those employee benefits for which an open enrollment process is applicable.
  - f. Until administrative steps can be taken to incorporate nondiscrimination in employee benefits. The time allotted for these administrative steps will apply only to those employee benefits for which administrative steps are necessary and may not exceed three (3) months from the date this Agreement is executed by the City.
  - g. Until the expiration of a current collective bargaining agreement(s) if employee benefits are governed by such collective bargaining agreement(s).
  - h. Contractor takes all reasonable measures to end discrimination in employee benefits by either requesting that the union(s) involved agree to reopen the agreement(s) in order for Contractor to take whatever steps are necessary to end discrimination in employee benefits or by ending discrimination in employee benefits without reopening the collective bargaining agreement(s).
  - i. In the event Contractor cannot end discrimination in employee benefits despite taking all reasonable measures to do so, Contractor provides a cash equivalent to eligible employees for whom employee benefits are not available. Unless otherwise authorized in writing by the City Manager, Contractor understands this cash equivalent must begin at the time the union(s) refuse to allow the collective bargaining agreement(s) to be reopened or not longer than three (3) months after the date this Agreement is executed by the City.
5. Contractor understands that failure to comply with the provisions of Section 4(a) through 4(i), above, will subject Contractor to possible suspension and/or termination of this Agreement for cause; repayment of any or all of the Agreement amount disbursed by the City; debarment for future agreements until all penalties and restitution have been paid in full and/or for up to two (2) years; and/or the imposition of a penalty, payable to the City, in the sum of \$50.00 for each employee, for each calendar day during which the employee was discriminated against in violation of the provisions of the Ordinance.
6. Contractor understands and agrees to provide notice to each current employee and, within ten (10) days of hire, to each new employee, of their rights under the Ordinance. Contractor further agrees to maintain a copy of each such letter provided, in an appropriate file for inspection by authorized representatives of the City. Contractor also agrees to prominently display a poster informing each employee of these rights.
7. Contractor understands that Contractor has the right to request a waiver of, or exemption from, the provisions of the Ordinance by submitting a written request to the City's Procurement Services Division prior to Agreement award, which request shall identify the provision(s) of the Ordinance authorizing

such waiver or exemption and the factual basis for such waiver or exemption. The City shall determine in its sole discretion whether to approve any such request.

8. Contractor agrees to defend, indemnify and hold harmless, the City, its officers and employees, against any claims, actions, damages, costs (including reasonable attorney fees), or other liabilities of any kind arising from any violation of the Requirements or of the Ordinance by Contractor.

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

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

**EXHIBIT A**

**PROFESSIONAL SERVICES AGREEMENT**

**SCOPE OF SERVICES**

**1. Representatives.**

The CITY Representative for this Agreement is:

Lisa Deklinski/ Program Specialist  
1391 35th Ave, Sacramento CA, 95822  
Phone: (916) 808-1309 Fax:(916) 808-7955 Email: ldeklinski@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:

Todd L. Anderson/Project Manager  
150 Spear Street, Suite #750, San Francisco, CA 94105  
(415) 728-0658 Email: todd.anderson@ch2m.com

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

**2. Professional Liability Insurance.** Professional Liability (Errors and Omissions) insurance is  is not  [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.**

[Describe services to be provided here, or, if scope of services is described in an attachment, label the attachment “Attachment 1 to Exhibit A” and include the following sentence:]

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.

As set forth in Attachment 2 to Exhibit A

# Modified Request for Proposal P14141222023



Proposal for

## **Consultant Services for Training & Exercises**

P14141222023

Submitted to

City of Sacramento Department of Utilities

Submitted by

**CH2MHILL®**

July 2014



CH2M HILL  
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July 8, 2014

Deanne Neighbours, Administrative Technician, City of Sacramento, Department of Utilities  
 1391 35<sup>th</sup> Avenue, Sacramento, CA 95822

Re: **Modified Proposal for Consultant Services for Training & Exercises – RFP P14141222023**

Dear Ms. Neighbours:

As part of the City of Sacramento (City) community, and having had the privilege of serving the City in a wide variety of consulting engagements, CH2M HILL understands the need to maintain flood plans, flood maps, and Emergency Action Plans (EAPs) to respond to the significant flood hazard to which the Sacramento area is subject. An important component of ensuring the full benefit of EAPs is undergoing regular training and exercises so that staff are best prepared to respond in an actual event. It is CH2M HILL’s experience that training and incorporating “lessons learned” from exercises are essential to building effective and practical response plans. We have assembled a team highly qualified to provide these necessary training and tabletop and functional exercise services. We offer the following attributes and benefits – fully delivering on all requirements identified in the RFP:

- With **significant training and experience in the Homeland Security Exercise and Evaluation Program (HSEEP)**, our team is well-versed in developing and delivering all types of emergency training and exercises. We are skilled at working at all points along the HSEEP-recommended “building block” approach to emergency training and exercising, with which the City’s Department of Utilities is already familiar and has incorporated into its emergency program.
- Through our **successful work for the City on organizational assessments, the DOU Security Master Plan, and other assignments**, we will come to this project already **having a strong understanding of the City’s emergency training and exercising program and needs**.
- Our proposed team includes **subject matter experts with several collective decades of first-hand experience and in-depth knowledge of emergency management planning and response protocols, including NIMS/ICS, SEMS, HSEEP, The National Response Framework, and 15 National Planning Scenarios**. We are therefore fully equipped to provide the City and the participating agencies with an industry-standard training program grounded in substantial real-world experience.
- From our local Sacramento office, CH2M HILL has completed substantial work on flood mapping, flood planning, flood hazard management, and other flood-related projects in the Sacramento area and Central Valley for several years, providing us with **an ideal background understanding of the flood hazard the City faces and needs to address in the requested EAPs and training and exercises**.

The enclosed proposal is a modified version of our May 6, 2014 proposal submitted in response to the City’s original proposal (P14141222017) for these services. CH2M HILL looks forward to continuing our successful working relationship with the City and providing the requested training and exercise services. If you have any questions or need additional information, please contact Todd Anderson at 415.728.0658 or at [todd.anderson@CH2M.com](mailto:todd.anderson@CH2M.com).

Sincerely,

Todd L. Anderson, PE  
 Project Manager

Gregory W. Eldridge, PE  
 Vice President and Area Manager

**Proposal Contact**

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# Introduction, History, and Background

## CH2M HILL

CH2M HILL welcomes the opportunity to provide the City of Sacramento (City) Department of Utilities with this proposal to provide training, Tabletop Exercise, and Functional Exercise services to the City of Sacramento. Employee-owned CH2M HILL is a global leader in full-service consulting, design, design-build, operations, and program management services for public- and private-sector clients. With \$6.6 billion in revenue and over 26,000 employees worldwide, we deliver innovative, practical, sustainable solutions – helping clients develop and manage infrastructure and facilities that improve efficiency, safety, and quality of life. CH2M HILL has long been recognized as an industry leader as ranked by Engineering News Record (2013). We have a well-established national security and emergency preparedness practice and can effectively deliver services to the City of Sacramento and other area clients from our offices in Sacramento, Oakland, San Francisco, and others throughout California.

## Organization Chart for Proposed Team

Exhibit 1 highlights the project team for the requested training and exercise services and indicates each member’s proposed role on the project. Full resumes are included in Appendix A, and client references are provided in the Project Team Experience section.

**Exhibit 1. CH2M HILL Proposed Project Team**

## Project Team Description

The CH2M HILL multidisciplinary team is structured to provide the City with the necessary experience and expertise for this project. This team has extensive experience working with, and for, public-sector agencies of similar magnitude and complexity as the partnering agencies on security services, emergency preparedness, training, exercises, multi-agency/regional planning, and related projects. We are pleased to offer the ideal combination of locally based knowledge, continuity from our previous successful security/emergency work for the City, and national expertise in security master planning and related services.

Our team will be led by **Todd Anderson, PE as our Project Manager and main point-of-contact with the City throughout the project.** Todd is a

RAMCAP®-certified key member of CH2M HILL’s national Integrated Security & Emergency Preparedness (IS&EP) team. He has successfully managed consulting assignments for municipal and water/wastewater agency clients for over 15 years, including emergency response plan development, training, and exercises. His experience as a public-sector employee, water/wastewater utility management consultant, and water quality engineer means that he brings a solid understanding of client organizations and priorities to projects. Todd brings recent experience working with the City on the Vulnerability Assessment and Security Master Plan projects, and he has substantial experience in incorporating multi-agency coordination and perspectives into his project assignments. In his role as Project Manager, Todd will monitor the project scope, schedule, and budget obligations, and oversee the development and quality of our team’s work products.



With CH2M HILL's full-service capabilities and significant local resources, Project Manager Todd Anderson can easily access additional staff resources from our Sacramento, Oakland, or San Francisco offices with minimal effort to make sure our team is responsive, cost-efficient, and quality-oriented throughout this assignment.

**Greg Eldridge, PE, PMP**, vice president and CH2M HILL Sacramento area manager, serves as the principal external representative for CH2M HILL in the greater Sacramento region, identifying and integrating our firm's activities and providing senior leadership to CH2M HILL's area operations—260 employees working across multiple service areas, including water, transportation, energy, and environmental services. Greg is located in Sacramento and will guide the project team as it meets and exceeds the City's expectations for this project, as well as manage staffing so that the proposed individuals and/or other necessary resources are available throughout the project.

**Forrest Gist, PE** leads CH2M HILL's IS&EP group, has successfully led our vulnerability assessment and security master planning projects for the City, and will provide valuable continuity and QA/QC for our delivery of the proposed training and exercise services. He has participated in more than 150 security and related projects in the past 11 years, including infrastructure protection design and security consulting experience for utilities, high-tech commercial facilities, health care facilities, airports, and the food industry. He has instructed clients on the use of a number of vulnerability assessment methodologies including RAM-W®, RAM-D®, and RAMCAP®.

**Ray Riordan, CEM** serves as Security and Emergency Preparedness Director for the IS&EP group. He brings 28 years of experience in national security, emergency planning, training, exercises, and business continuity, with a valuable blend of experience across local government, water and wastewater utility, and state and federal planning and response. Most recently prior to joining CH2M HILL, Ray was the Emergency Preparedness Program Manager for the City of San Ramon, California. A Certified Emergency Manager (CEM), Ray has been recognized by the International Association of Emergency Managers (IAEM), and he has served as the elected Chair for the California Water/ Wastewater Agency Response Network (CalWARN), which he helped create in 1992. Since 2004, Ray has been an adjunct instructor at the California Specialized Training Institute (CSTI) training branch of the California Office of Emergency Services, providing blocks of instruction in the Federal Emergency Management Agency's (FEMA's) Homeland Security Exercise and Evaluation Program (HSEEP)-compliant Enhanced Exercise Design Course and Incident Command and EOC Interface (G-191) courses. Ray has completed certifications as an instructor for the Incident Command System (ICS) courses, including 100, 200, 300, 400, 700, and 800, and HSEEP exercise programs. He has developed and executed Tabletop, Functional, and Full-scale Exercises for private-sector entities, local governments, special districts, and water and wastewater utilities. In addition, he has developed After-Action Reports and Improvement Plans (AAR/IPs) for private-sector entities, utilities, special districts, local governments, and Operational Areas (counties) based on both exercises and responses to actual emergencies.

**Megan Ellis, MSPH, CBCP** brings more than 9 years in local and international business continuity program management, emergency management, and risk plans. Megan oversaw global emergency response procedures and maintained a trained emergency response team, as well as conducted vulnerability assessments that included analysis and ranking of natural hazards and critical facilities. Megan is HSEEP-compliant for emergency preparedness trainings. In this project, she will coordinate the identification of training needs for participating agency personnel, as well as provide in-person training.

The City's proposal requires that the selected consultant provide "National Incident Management System (NIMS)-certified instructor(s) to instruct classes." Both Ray Riordan and Megan Ellis are conversant in instructing staff in NIMS and related topics as indicated above. Additionally, Ray and Megan have completed the HSEEP exercise design course referenced in the RFP and will bring that expertise to this project as well.

**Ben Romero, PE**, will assist the project team with local delivery of services as needed, particularly during the delivery of our exercise facilitation services. Ben has more than 15 years of water resources experience and is very familiar with the City's organization and facilities from several previous projects, as detailed in his resume in Appendix A.

**Kristin Reardon, PE**, has 7 years of varied experience in the water resources sector. Kristin works in CH2M HILL's Sacramento office along with Ben and will provide valuable local support to the project team to efficiently deliver the requested services within the available budget. For example, Kristin will work closely with our task leaders to cost-effectively develop exercise materials and deliverables (e.g., AAR/IPs). Like Ben, she already has a high level of understanding of the City from recent work on organizational design and strategic planning efforts for the City.

**Jane Mailand** manages the complete technical communication process for our IS&EP group, from project planning to delivery. She brings 18 years of experience with a focus on the development of security- and emergency preparedness-related documents for water and wastewater utilities. She will be an important resource on our team with respect to the concise preparation and reconciliation of project deliverables, and will work closely with Todd on the day-to-day details of project management.

## Project Team Experience

The following paragraphs summarize CH2M HILL's expertise and experience in providing emergency response training, exercising, and related services for utilities and other entities similar to the City of Sacramento Department of Utilities.

### Emergency Response Training

Assisting clients in developing comprehensive emergency response programs as well as incident-specific emergency action methods has been a specialty of our project team for more than 20 years. Our emergency management specialists assist agencies, municipalities, and companies to develop emergency response programs that define how they will prepare for, respond to, and recover from an emergency event. Our team is skilled in developing such programs and reviewing, revising, and consolidating existing programs. We are experienced in developing emergency response plans from comprehensive, detailed, multi-hazard reference documents to concise checklist-based plans. We work closely with our clients to update and improve emergency plans over time in response to performance during training, exercises, and actual emergency events. The experience of our practice specialists allows us to augment our emergency planning services with appropriate training and exercises and to integrate preparedness activities with business continuity, consequence management, and continuity of operations. Our skill set in emergency planning combined with our water, wastewater, and water resources/flood management experience is valuable for our municipal and water resources management agency clientele.

Our team uses the Preparedness Cycle, as described in the National Incident Management System (NIMS), which defines preparedness as a continuous cycle of planning, organizing, training, equipping, exercising, evaluating, and improving. We also use the Comprehensive Preparedness Guide 101 to frame planning efforts and integrate the concepts from the National Preparedness Guidelines, National Response Framework (NRF), National Strategy for Information Sharing, and National Infrastructure Protection Plan.

### Proven Tactical Planning, Training, and Exercising

CH2M HILL has developed tactical plans for a wide variety of public- and private-sector agencies throughout the United States. Our team develops and conducts all training and exercises in full compliance with NIMS, ICS, and HSEEP. All training and exercises are led by staff with real-world experience in NIMS/ICS and with HSEEP certification.

## Specific Projects and Client References

### Security and Emergency Preparedness, East Bay Municipal Utility District

**Description:** CH2M HILL's task leader for this project, Ray Riordan, fulfilled the Security and Emergency Manager role for the District prior to coming to CH2M HILL. As a member of the utility's management team, he initiated the District's mission to ensure operations of critical functions and the improved readiness conditions for over 2,700 staff, including terrorism response. He designed and implemented Emergency Response, Emergency Operations, and Business Continuity Plans, including shelter-in-place protocols for field crews. Ray designed and oversaw construction of a state-of-the-art Emergency Operations Center for the utility. This project also included creating and presenting all training programs for executives, managers, employees, and customers. In this capacity, Ray also designed and executed HSEEP-compliant Tabletop, Functional, and Full-scale Exercises, and managed budgets of up to \$1.4 M (capital) and \$2.9 M (operating). **Client reference:** Alex Coate, General Manager, (866) 403-2683, acoate@ebmud.com. **Project team members involved:** Ray Riordan as Security and Emergency Preparedness Director.

### Emergency/Disaster Response and Business Continuity Programs, Contra Costa County

**Description:** Ray Riordan managed emergency/disaster response and business continuity programs, including emergency plans, emergency operations center (EOC) design, exercise design, and execution, for Contra Costa County

and seven contract cities prior to joining CH2M HILL. He was responsible for activating the Community Alert Network for public response to chemical emergencies, and managed shelter-in-place or evacuation activities. Ray created, planned, designed, and conducted emergency training sessions and exercises, including 25 Tabletop, four Functional, and two Full-scale Exercises. **Project team members involved:** Ray Riordan as Senior Emergency Planner.

## Philadelphia and Dallas CWS Demonstration Programs

**Description:** CH2M HILL is providing technical services to the Philadelphia Water Department and Dallas Water Utilities (DWU) for the implementation of Contamination Warning Systems (CWSs), two of four pilot demonstration projects under the EPA Water Security initiative (WSi). The programs involve designing, deploying, and evaluating model CWSs for drinking water security. The goal to design and demonstrate effective systems for timely detection and appropriate responses to drinking water contamination threats and incidents has broad application to the nation's drinking water utilities. CH2M HILL also developed Consequence Management Plans, Risk Communication Plans, and Operational Strategies in these projects. A series of classroom trainings and HSEEP- and NIMS/ICS-compliant exercises were also designed and conducted by CH2M HILL during these projects. **Client references:** Gary A. Burlingame, Project & Technical Manager, Philadelphia Water Department: (215) 685-1417, gary.burlingame@phila.gov; Cassia Sanchez, PE, Project Manager, Water Facilities Program, DWU: (214) 671-9559, cassia.sanchez@dallascityhall.com. **Project team member involved:** Forrest Gist as Security Task Lead.

## Vulnerability Assessment and Security Master Plan, City of Sacramento Department of Utilities, Sacramento, CA

For the City of Sacramento Department of Utilities, CH2M HILL was selected for the development of a vulnerability assessment for the agency's water, wastewater, stormwater, and combined (wastewater/stormwater) utilities. The team applied the industry-standard RAMCAP® methodology for the assessment, integrated the project's efforts with the accompanying security master plan project, and developed specific recommendations aligned with and building on the ones developed during the security master plan. For the security master plan project, CH2M HILL developed a master plan in response to the City's need to improve its security posture across its 550-employee water/wastewater/stormwater management organization and prioritize improvement initiatives. The CH2M HILL team conducted peer utility security program benchmarking; evaluated the City's existing security practices; performed security assessment site visits at representative facilities and critical assets; and conducted interviews, meetings, and workshops with key City staff. **Client reference:** Stu Williams, City of Sacramento, Department of Utilities, Tel: (916) 808-1410; Fax: (916) 808-1498, sswilliams@cityofsacramento.org. **Project team members involved:** Todd Anderson, RAMCAP Team Member; Forrest Gist as Project Manager; Jane Mailand as Deputy Project Manager and Report Resource.

## Team Resumes

Resumes for key team members are provided in Appendix A.

## Commitment of Team Members

CH2M HILL has assembled a team that is committed to this project through its completion. Our key team members have the necessary availability to respond to the City's needs and support the project in their defined roles. This team is available to begin work promptly following notice to proceed and will have the time to work on and excel at project deliverables. Also, local resources, such as specific technical or support staff, are available to help our proposed team members meet the City's needs.

## Project Approach and Scope of Work

The following Scope of Work details the tasks to be performed to complete the Training and Exercise services as defined in the City's Request for Proposals (RFP) P14141222023.

## Task 1: Project Coordination

To develop and conduct the training and exercises as described in the RFP, the CH2M HILL project team will need to support and coordinate with the City's Project Manager, as well as other consultants and agencies. While CH2M HILL Project Manager Todd Anderson will be the day-to-day contact for the project who will communicate with City staff, other project team members will also communicate with City, consultant, and agency representatives as needed to conduct the project. Coordination and communication will be shared among team members to efficiently provide services described in this RFP. Project team members have worked together on similar projects of scope and size.

### Task 1.1: Project Kickoff Meeting

The project team will conduct a project kickoff meeting via teleconference in the first month of Year 1/Quarter 2. The purpose of this meeting will be to introduce the project participants, establish the expectations and responsibilities of the project stakeholders, and review the project scope of work and schedule to obtain any additional information available that will be pertinent to successful project delivery.

#### Assumptions

- The City will provide CH2M HILL with a list of agencies and consultant representatives who will be invited to join the project kickoff meeting.
- The City will coordinate and compile comments on the minutes from meeting attendees and provide CH2M HILL with a single set of comments for incorporation into the final minutes. This approach of the City (or other participating agency) being responsible for comment compilation and reconciliation before transmittal of same to CH2M HILL is assumed throughout this Scope of Work.

#### Deliverables

- Draft meeting minutes will be provided in electronic format within 5 business days of the teleconference.
- CH2M HILL will submit final meeting minutes in electronic format within 5 business days of receiving the single set of comments.

### Task 1.2: Project Management

CH2M HILL Project Manager Todd Anderson will conduct project management activities throughout the duration of the project. These activities include preparation of a standard CH2M HILL project execution plan and brief monthly progress reports. In addition, project management includes conducting monthly project status calls with the City's Project Manager (and including other stakeholders as necessary), internal planning meetings, and senior technical review of all project deliverables.

#### Assumptions

- The project will not last longer than 24 months. An extension in the project duration will result in a greater level of effort and cost than that represented in this proposal.
- The City Project Manager will take the lead on coordinating the monthly calls to include managing the schedules and participation of City staff and other participating agency team members.
- CH2M HILL will not prepare formal meeting minutes for each monthly project status call; key decisions and action items will be captured in e-mails following each meeting and in monthly progress reports.
- CH2M HILL assumes 24 total will be submitted throughout the project, and that no review-and-comment cycle will be necessary for these progress reports.

#### Deliverables

- Brief monthly progress reports.
- Monthly invoices in a format that meets City requirements.

## Task 2: Development and Presentation of Training

### Task 2.1: Identification of Participants and Development of Training Cycle

Working with representatives from the participating agencies, CH2M HILL will help to determine the appropriate training classes for each applicable job classification within the agencies. This will result in a summary list of the required level of ICS training per job classification, based upon the expected role each may play in an emergency response.

This information will be the foundation for development of a training cycle and schedule over the duration of the project. The training cycle will be designed with increasing levels of complexity to support the Emergency Action Plan (EAP) development process format, as well as the exercises to be conducted as described in Tasks 3 and 4. Based on the requirements of the RFP, the classes in the training cycle will include direct operational topics such as:

- Basic Incident Command System (ICS)
- Standardized Emergency Management System (SEMS)
- National Incident Management System (NIMS)

An estimated number of classroom hours for each course is as follows:

- ICS 100, Introduction to the Incident Command System – 4 hours per individual class
- ICS 200, ICS for Single Resources and Initial Action Incidents – 4 hours per individual class
- ICS 700, National Incident Management System, an Introduction – 8 hours per individual class
- G-191, Incident Command System/Emergency Operations Center Interface – 8 hours per individual class

Additional required courses (ICS 300 and ICS 400) may be added at the discretion of the City-designated Project Manager. An estimated number of classroom hours for each course is as follows:

- ICS 300, Intermediate ICS for Expanding Incidents – 18 hours per individual class
- ICS 400, Advanced ICS – 14 hours per individual class

*Note: it is CH2M HILL's experience and recommendation that the above classes be delivered within the context of a strategic 5-year training plan as required by the Department of Homeland Security. Developing such a plan is not indicated in the RFP or included in this CH2M HILL Scope of Work or level of effort/budget; however, if authorized, CH2M HILL can assist the City with this in addition to the services described herein.*

This proposal and the corresponding level-of-effort and cost estimate assumes that ICS 300 and 400 classroom training will be included in the project. CH2M HILL understands that the planning and training cycle may be modified by the City based on results of previous classes and will remain flexible in the delivery of the classes indicated.

### **Assumptions**

- Project participating agencies will provide CH2M HILL with all necessary data (e.g., job classification lists and headcounts) for this task; CH2M HILL will not perform any research or data extraction for this task.
- The summary list of training participants (individual ICS and SEMS/NIMS training needs by agency, by job classification) and the training schedule deliverables will take the form of a series of simple summary tables; CH2M HILL will provide a draft set of tables, incorporate one set of consolidated comments into the draft, and submit a final.
- On-line, self-paced training may be integrated into the training schedule as determined by the City Project Manager and the CH2M HILL project team.
- No in-person meetings are assumed necessary under this task; CH2M HILL will coordinate with the participating agencies via telephone and e-mail as necessary.
- Based on the number of expected participants and class structure/size described in the RFP, CH2M HILL expects to deliver each of the above classes as indicated (that is, up to the quantities of classes indicated) in the associated cost proposal tables. Any additional classes desired, including any "makeup" classes, will represent a higher level of effort and increased costs in relation to the associated cost proposal.

### **Deliverables**

- Summary List of Training Participants and Training Schedule.

## **Task 2.2: Presentation of Training and Summary of Results**

The courses and classes will be presented according to the training cycle and schedule prepared in Task 2.1. Following the completion of each set of classes (e.g., completion of all the ICS 100 classes, completion of all the ICS 200 classes), the CH2M HILL team will prepare a brief (one- to two-page) summary that documents any lessons learned regarding participant readiness for the following courses or other classroom events that would be applicable to upcoming courses. Upcoming course presentations may be modified based on the results of previous classes.

### **Assumptions**

- The City will provide the facilities in which the training is conducted; these will be located in Sacramento.

- The City will take the lead on all logistics regarding participants' attendance at training sessions, including invitations, resolving scheduling conflicts, procuring food and refreshments if desired, and supplying standard training equipment like flip charts and writing materials.
- Training sessions will be scheduled on successive days in multi-day blocks for time and cost efficiency.
- CH2M HILL's level of effort and cost proposal is based on delivering up to 12 sessions for each required course and up to 2 sessions for each optional course (i.e., ICS 300 and 400).

#### **Deliverables**

- Presentation of up to 52 individual training classes.
- One- to two-page course summaries, one for each of the courses indicated above. CH2M HILL will provide one draft and one final (which incorporates a single set of review comments) of each summary.

### **Task 3: Development and Presentation of a Tabletop Exercise**

CH2M HILL will design and deliver the requested Tabletop Exercise to not only familiarize participating agency personnel with the new/updated Emergency Action Plans (EAPs) (including each agency's individual plan along with the new Regional Master EAP) and the effective use of the EAPs in an emergency situation, but will identify opportunities for improved response actions to be addressed in EAP revision(s) and the requested Functional Exercise. It is CH2M HILL's experience that planning and execution of an exercise has the highest chance of success with the ongoing and active involvement of an exercise planning team composed of participating agency staff who serve as subject matter experts. For both the Tabletop Exercise (Task 3) and the Functional Exercise (Task 4), CH2M HILL will use the Federal Emergency Management Agency's (FEMA's) Homeland Security Exercise and Evaluation Program (HSEEP) guidelines and templates for development, execution, and documentation/follow-up.

#### **3.1 Planning and Development of Tabletop Exercise Materials**

CH2M HILL will design the Tabletop Exercise in close cooperation with the participating agency exercise planning team to evaluate the EAPs for an appropriate incident management structure and appropriate response information. CH2M HILL will develop, present, and evaluate one Tabletop Exercise based on the individual and Regional Master EAPs. Materials to be developed by CH2M HILL for the Tabletop Exercise are the Exercise Plan and the Situation Manual.

CH2M HILL assumes that the exercise planning team will be best equipped to provide defined questions and injects for the Tabletop Exercise. As specified in the RFP, the Tabletop Exercise will include an interoperable communications segment based on the "California Statewide Communications Interoperability Plan" (June 2011). The CH2M HILL project team understands that the planning and execution of the Tabletop Exercise may be modified based on results of previous training. Tabletop materials and exercise results will be leveraged and integrated into the development of the Functional Exercise materials. This strategy is consistent with HSEEP concepts in that the Tabletop is a stepping stone to a Functional Exercise, so too the goal, objectives, narrative, scenario, and similar material build into the Functional Exercise.

#### **Assumptions**

- CH2M HILL assumes active participation by an exercise planning team composed of participating agency staff throughout the development and execution of the Tabletop Exercise.
- This team will be responsible for participating in planning meetings; providing CH2M HILL with system- and facility-specific subject matter expertise; helping to develop objectives, realistic scenario(s) for the exercise, and developing all injects for the exercise; and remaining consistent and engaged throughout the project, including the Task 4 Functional Exercise.
- CH2M HILL assumes up to three planning meetings will be necessary for this task, in accordance with HSEEP guidance; based on budget availability and sequencing of tasks, CH2M HILL will assume the planning meetings will be most efficiently conducted by teleconference. Meeting minutes will not be provided, but rather will be incorporated into the planning materials developed.
- The City and/or participating agencies will handle all logistics for the planning meetings and exercise, including invitations, scheduling, participant coordination, refreshments and/or food, the location/facility, and any necessary supplies.

- To best evaluate the exercise, and in accordance with HSEEP guidelines, the City will identify representatives from neighboring organizations not otherwise involved in the project who can be trained as evaluators and observers by CH2M HILL to perform those roles for the Tabletop Exercise.
- To best design an exercise that meets the City's objectives, tests its plans, and evaluates its procedures, the City and the participating agencies will identify staff to participate as exercise planning team members.
- CH2M HILL team members will serve as Controllers for the exercise.
- CH2M HILL will deliver the exercise materials in electronic format; the City and/or participants will be responsible for producing hard copies if needed.

#### **Deliverables**

- One draft and one final Tabletop Exercise Plan, incorporating one set of consolidated review comments from the City/participating agencies.
- One draft and one final Situation Manual, incorporating questions and inject material provided by the City/participating agencies and one set of consolidated review comments.

### **3.2 Conduct Tabletop Exercise**

The CH2M HILL exercise task leader and other team members will facilitate the Tabletop Exercise by moderating discussions, providing situation updates (injects), additional information, and resolving questions. Those team members serving as evaluators will document actions observed, provide feedback, and document performance against the established criteria in accordance with HSEEP standards.

#### **Assumptions**

- The participation of up to four (4) CH2M HILL personnel are assumed necessary for this task.
- The total duration of the Tabletop Exercise will be up to 4 hours or less, including orientation, exercise execution, Hot Wash, and evaluator meeting.

#### **Deliverables**

- There are no CH2M HILL deliverables for this task.

### **3.3 After-Action Report and Improvement Plan for the Tabletop Exercise**

After completion of the Tabletop Exercise, the CH2M HILL project team will work with the exercise planning team to assimilate and analyze evaluator notes, which will be used as a basis for the After-Action Report (AAR) and the recommendations in the Improvement Plan (IP). A list of recommended improvements to the EAPs will be provided to the EAP consultant; the CH2M HILL project team will coordinate with the EAP consultant regarding the incorporation of the improvements in the EAPs.

#### **Assumptions**

- No in-person meetings or other activities are associated with this task; CH2M HILL and the City/exercise planning team will coordinate by telephone and e-mail during this task.
- This task does not include review and comment on any or all of the EAPs; CH2M HILL's involvement in the EAPs during this task and this project will be limited to providing the EAP consultant with the Tabletop Exercise AAR/IP along with suggestions regarding incorporation of same into the EAPs.
- Electronic systems to capture evaluation materials may be implemented.
- This task assumes one review-and-comment cycle on the AAR/IP deliverable; the draft and final AAR/IPs will be delivered electronically only by CH2M HILL.

#### **Deliverables**

- Draft After-Action Report/Improvement Plan (AAR/IP).
- Final AAR/IP, incorporating one set of consolidated comments.

### **Task 4: Development and Presentation of a Functional Exercise**

The CH2M HILL project team will develop, present, and evaluate one Functional Exercise based on the individual and Regional Master EAP. The project team will prepare the exercise scenario and associated HSEEP-required materials, and compile participant and client feedback. Following the exercise, the project team will develop an AAR/IP.

## 4.1 Planning and Development of Functional Exercise Materials

A Functional Exercise, as an operational exercise, is much more involved than a Tabletop Exercise and requires more detailed planning and documentation, including a Master Scenario Events List (MSEL). The MSEL will document injects to occur during the exercise and serve as a tool to keep the exercise on schedule. To develop these documents effectively, significant interaction with the City and/or the exercise planning team recommended in Task 3 is necessary. This will be particularly important because the City has requested that the Functional Exercise not only test the EAPs, but also the flood-related emergency response plan and related documents to be developed under another area of the grant. Additionally, one member of CH2M HILL's project team will need to review the facility or facilities to be utilized before the actual exercise to develop a plan for how the facilities will be used. Exercise materials to be developed by the CH2M HILL team for the Functional Exercise are as follows:

- Exercise Plan
- Master Scenario Events List
- Exercise Scenario
- Situation Manual
- Multimedia Presentation
- Controller/Evaluator Handbook
- Exercise Evaluation Guide

As with the Task 3 Tabletop Exercise, CH2M HILL's level of effort and budget for this task assumes participation on the part of the City/exercise planning team to provide specific scenario subject matter expertise.

As specified in the RFP, the Functional Exercise will include an interoperable communications segment based on the "California Statewide Communications Interoperability Plan" (June 2011). Our project team understands that the planning and execution of the Functional Exercise may be modified based on results of previous exercises.

### Assumptions

- To provide maximum benefit to participants, CH2M HILL assumes that the Functional Exercise will build upon all materials developed from the Tabletop Exercise, including injects and AAR/IP. The Functional Exercise will also incorporate elements of the Comprehensive Flood Management Plan, Emergency Preparedness Plan, and Flood Map as appropriate, per the City's RFP.
- CH2M HILL assumes active participation by an exercise planning team composed of the same participating agency staff used during the Tabletop Exercise throughout the development of the Functional Exercise. This team will be responsible for participating in planning meetings, providing CH2M HILL with system- and facility-specific subject matter expertise, helping to develop realistic scenario(s) for the exercise, and developing all injects for the exercise.
- CH2M HILL assumes up to four planning meetings will be necessary for this task in accordance with HSEEP guidance; based on budget availability and sequencing of tasks, these meetings will be conducted by teleconference.
- The City and/or participating agencies will handle all logistics for the planning meetings and exercise, including invitations, scheduling, participant coordination, refreshments and/or food, the location/facility, and necessary supplies.
- To best evaluate the exercise, and in accordance with HSEEP guidelines, the City will identify representatives from neighboring organizations not otherwise involved in the project who can be trained as evaluators and observers by CH2M HILL to perform those roles for the Functional Exercise.
- CH2M HILL team members will serve as Controllers for the exercise.
- CH2M HILL will provide the deliverables in electronic format; the City and/or participants will be responsible for producing hard copies if needed.

### Deliverables

- One draft and one final of each of the work products noted above, incorporating one set of consolidated review comments from the City/participating agencies on each. The Situation Manual will incorporate question and inject material authored by the City/participating agencies.

## 4.2 Conduct Functional Exercise

The CH2M HILL exercise task leader and other team members will facilitate the Functional Exercise by moderating discussions, providing situation updates (injects), additional information, and resolving questions. Those team

members serving as evaluators will document actions observed, provide feedback, and document performance against the established criteria in accordance with HSEEP standards.

### **Assumptions**

- The participation of up to four (4) CH2M HILL personnel are assumed necessary for this task.
- One in-person site visit by one CH2M HILL team member is assumed necessary for this task. Other than this visit and the exercise itself, no other in-person activities will be conducted during this task.
- The Functional Exercise will be held during one business day in the Sacramento area (that is, not carry over into a second day) and be no more than 6 hours in duration, including up to 4 hours of active “play” and including orientation, Hot Wash, and evaluator/observer meeting.
- The exercise planning team established earlier in the project (prior to the Tabletop Exercise) will be responsible for participating in planning meetings, providing CH2M HILL with system- and facility-specific subject matter expertise, helping to develop realistic scenario(s) for the exercise, and developing all injects for the exercise.
- The City will provide the facilities in which the exercise is conducted; these will be located in Sacramento; 2 facilities are envisioned, one for simulators and one for participants.
- The City will take the lead on all logistics regarding participants’ attendance at exercise design and execution sessions, including invitations, resolving scheduling conflicts, procuring food and refreshments if desired, and supplying standard training equipment like flip charts and writing materials.

### **Deliverables**

There are no CH2M HILL deliverables for this task.

## **4.3 After-Action Report and Improvement Plan for the Functional Exercise**

After completion of the Functional Exercise, the CH2M HILL project team will work with the exercise planning team to assimilate and analyze evaluator notes, which will be used as a basis for the AAR and the recommendations in the IP. A list of recommended improvements to the EAPs will be provided to the EAP consultant; the CH2M HILL project team will coordinate with the EAP consultant regarding the incorporation of the improvements in the EAPs.

### **Assumptions**

- No in-person meetings or other activities are associated with this task; CH2M HILL and the City/exercise planning team will coordinate by telephone and e-mail during this task.
- This task does not include review and comment on any or all of the EAPs; CH2M HILL’s involvement in the EAPs during this task and this project will be limited to providing the EAP consultant with the Functional Exercise AAR/IP along with suggestions regarding incorporation of same into the EAPs.
- Electronic systems to capture evaluation materials may be implemented.
- This task assumes one review-and-comment cycle on the AAR/IP deliverable; the draft and final AAR/IPs will be delivered electronically only by CH2M HILL.

### **Deliverables**

- Draft After-Action Report/Improvement Plan (AAR/IP).
- Final AAR/IP, incorporating one set of consolidated comments.

## **Cost Estimate**

Our complete cost estimate for the services described in the scope of work above and other related information is provided as an attachment to our proposal.

## **Conflict of Interest Disclosure**

CH2M HILL has no actual, apparent, or potential conflict of interest that may result from the performance of any of the services described in our project approach and scope of this proposal with respect to the firm, employees, or other persons relative to the provided service.

## **Forms**

The Items Requiring Response and our local business enterprise (LBE) certification forms are provided in Appendix B.

**Department of Water Resources: FLOOD EMERGENCY  
RESPONSE PROJECTS – Training and Exercise  
CH2M HILL**

**EXHIBIT A  
ATTACHMENT 2**

*Scope of Work – Part 2*

*CH2M HILL shall act as the subcontractor for the Department of Utilities (DOU) and shall provide the following services:*

- a. Provide monthly reports on status of plans covering areas such as services provided, any deliverables, and contacts made. This report will be due by the 15th of the month following the reporting period.
- b. Provide a monthly expense report due on the 15th of the month following the reporting period.
- c. Provide a detailed quarterly report on overall progress of services, deliverables and status. This report will list specific details as opposed to general information that would be provided in the monthly reports. This report will be due on the 15th of the month following the previous quarter that is being reported upon.
- d. Provide an annual report which reports on status of plans, including success stories, tangible outcomes, goals that were met, goals that were not met, deliverables, as well as program improvement questions and pros and cons of program. This report will be upon the Program Manager's request.
- e. Data and records including invoices must be separated.
- f. The recording of expenses will be done on form provided by DOU.

***Timeline:***

The services described herein shall be provided through December 31, 2016. After the first two years of this Agreement, it may be reviewed from year to year in the sole discretion of the City. However, the total term of this Agreement, including the initial term and all extensions, shall not exceed five (5) years from the date this agreement was first made.

**EXHIBIT B**

**PROFESSIONAL SERVICES AGREEMENT**

**FEE SCHEDULE/MANNER OF PAYMENT**

1. **CONTRACTOR's Compensation.** The total of all fees paid to the CONTRACTOR for the performance of all services set forth in Exhibit A, including normal revisions (hereafter the "Services"), and for all authorized Reimbursable Expenses, shall not exceed the total sum of \$ 178,292.
2. **Billable Rates.** CONTRACTOR shall be paid for the performance of Services on an hourly rate, daily rate, flat fee, lump sum or other basis, as set forth in Attachment 1 to Exhibit B, attached hereto and incorporated herein. *[Attach list of billable rates that apply, labeled "Attachment 1 to Exhibit B".]*
3. **CONTRACTOR's Reimbursable Expenses.** Reimbursable Expenses shall be limited to actual expenditures of CONTRACTOR for expenses that are necessary for the proper completion of the Services and shall only be payable if specifically authorized in advance by CITY.
4. **Payments to CONTRACTOR.**
  - A. Payments to CONTRACTOR shall be made within a reasonable time after receipt of CONTRACTOR's invoice, said payments to be made in proportion to services performed or as otherwise specified in Attachment 1 to Exhibit B. CONTRACTOR may request payment on a monthly basis. CONTRACTOR shall be responsible for the cost of supplying all documentation necessary to verify the monthly billings to the satisfaction of CITY.
  - B. All invoices submitted by CONTRACTOR shall contain the following information:
    - (1) Job Name
    - (2) Description of services billed under this invoice, and overall status of project
    - (3) Date of Invoice Issuance
    - (4) Sequential Invoice Number
    - (5) CITY's Purchase Order Number
    - (6) Total Contract Amount
    - (7) Amount of this Invoice (Itemize all Reimbursable Expenses)
    - (8) Total Billed to Date
    - (9) Total Remaining on Contract
    - (10) Updated project schedule. This shall identify those steps that shall be taken to bring the project back on schedule if it is behind schedule.
  - C. Items shall be separated into Services and Reimbursable Expenses. Billings that do not conform to the format outlined above shall be returned to CONTRACTOR for correction. CITY shall not be responsible for delays in payment to CONTRACTOR resulting from CONTRACTOR's failure to comply with the invoice format described below.

D. Requests for payment shall be sent to:

Department of Utilities  
1391 35th Ave, Sacramento CA, 95822  
Phone:(916) 808-5801 Fax:(916) 808-7955

*Attn:* Kindelberg Morales

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

**CH2M HILL**  
**Attachment - Cost Estimate**  
**Consultant Services for Training &**  
**Exercises, P14141222023**

# TRAINING CLASSES

Area of Expertise #1

## COST ESTIMATE

Company Name: CH2M HILL

Date: June 8, 2014

| COURSE #   | COURSE NAME                              | Total Estimated # of Students to take Course | Estimated # of Classes to be Taught | Approximate # of Students per Class | Cost per Class   | Total Cost per Course |
|--|--|--|-------------------------------------|-------------------------------------|------------------|-----------------------|
| ICS 100  | Intro to ICS                             | 465  | 12                                  | 39                                  | \$1,288          | \$15,456              |
| ICS 200  | ICS for Single Resources                 | 465  | 12                                  | 39                                  | \$1,288          | \$15,456              |
| ICS 700  | National Incident Management System      | 465  | 12                                  | 39                                  | \$2,577          | \$30,924              |
| G-191  | ICS/EOC Interface                        | 465  | 12                                  | 39                                  | \$2,577          | \$30,924              |
| ICS 300  | Intermediate ICS for Expanding Incidents | 84   | 2                                   | 42                                  | \$6,036          | \$12,072              |
| ICS 400  | Advanced ICS                             | 84   | 2                                   | 42                                  | \$4,666          | \$9,332               |
| <b>TOTAL COST</b>  |  |  |                                     |                                     |                  | <b>\$114,164</b>      |
| <b>AREA OF EXPERTISE #1 – NOT TO EXCEED PROJECT BUDGET</b> |  |  |                                     |                                     | <b>\$114,185</b> |                       |

# TABLETOP & FUNCTIONAL EXERCISES

Area of Expertise #2  
COST ESTIMATE

The items below shall include all deliverables & assessments necessary for design, development, revisions, finalization, and acceptance of Tabletop & Functional Exercises.

Company Name CH2M HILL  
Date July 8, 2014

| LABOR CATEGORY/JOB TITLE                           | ESTIMATED SCHEDULE |           |                     |           |            |          |            |          |            |           |            |           |                 |                 |                 |
|--|--------------------|-----------|---------------------|-----------|------------|----------|------------|----------|------------|-----------|------------|-----------|-----------------|-----------------|-----------------|
|  | YEAR 1 COSTS       |           |                     | Quarter 1 |            |          | Quarter 2  |          |            | Quarter 3 |            |           | Quarter 4       |                 |                 |
|  | RATE               | HOURS     | COST                | HOURS     | COST       | HOURS    | COST       | HOURS    | COST       | HOURS     | COST       | HOURS     | COST            |                 |                 |
| Sr. Professional 1/Project Manager (Anderson)      | \$196              | 5         | \$980               |           |            |          |            |          |            |           |            | 7         | \$1372          |                 |                 |
| Principal Professional/Sr. Quality Manager (Gisi)  | \$242              |           |                     |           |            |          |            |          |            |           |            | 2         | \$484           |                 |                 |
| Principal-in-Charge/Principle-in-Charge (Eldridge) | \$268              |           |                     |           |            |          |            |          |            |           |            | 2         | \$536           |                 |                 |
| Sr. Professional 3/Task Lead (Riordan)             | \$220              |           |                     |           |            |          |            |          |            |           |            | 24        | \$5,280         |                 |                 |
| Project Professional 2/Task Coordinator (Ellis)    | \$160              |           |                     |           |            |          |            |          |            |           |            | 44        | \$7,040         |                 |                 |
| Sr. Professional 1/Project Support (Romero)        | \$196              |           |                     |           |            |          |            |          |            |           |            |           |                 |                 |                 |
| Project Professional 1/Project Support (Reardon)   | \$144              |           |                     |           |            |          |            |          |            |           |            |           |                 |                 |                 |
| Staff Professional 2/Project Support (Malland)     | \$132              |           |                     |           |            |          |            |          |            |           |            | 4         | \$528           |                 |                 |
| Project Delivery Support/Office/Clerical (Arnold)  | \$88               |           |                     |           |            |          |            |          |            |           |            |           |                 |                 |                 |
| Accounting/Office/Clerical                         | \$88               | 4         | \$352               |           |            |          |            |          |            |           |            | 4         | \$352           |                 |                 |
| Health and Safety/Office/Clerical                  | \$196              | 2         | \$392               |           |            |          |            |          |            |           |            |           |                 |                 |                 |
| <b>LABOR TOTALS</b>                                |                    | <b>11</b> | <b>\$1,724</b>      | <b>0</b>  | <b>\$0</b> | <b>0</b> | <b>\$0</b> | <b>0</b> | <b>\$0</b> | <b>0</b>  | <b>\$0</b> | <b>85</b> | <b>\$15,592</b> |                 |                 |
| <b>OTHER DIRECT COSTS</b>                          | <b>COST</b>        |           |                     |           |            |          |            |          |            |           |            |           |                 |                 |                 |
| Travel re: preparation of Tabletop Exercise        |                    |           |                     |           |            |          |            |          |            |           |            |           |                 |                 |                 |
| Tabletop Exercise                                  |                    |           |                     |           |            |          |            |          |            |           |            |           |                 |                 |                 |
| <b>OTHER DIRECT COSTS TOTALS</b>                   |                    |           |                     |           |            |          |            |          |            |           |            |           |                 |                 |                 |
|  |                    |           | <b>\$1,724</b>      |           |            |          | <b>\$0</b> |          |            |           | <b>\$0</b> |           |                 |                 | <b>\$15,592</b> |
|  |                    |           | <b>YEAR 1 TOTAL</b> |           |            |          |            |          |            |           |            |           |                 | <b>\$17,316</b> |                 |



EXHIBIT C

PROFESSIONAL SERVICES AGREEMENT

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; [list, if applicable]

**EXHIBIT D  
PROFESSIONAL SERVICES AGREEMENT**

**GENERAL PROVISIONS**

**1. Independent Contractor.**

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

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

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

communicate in any manner any City Information to any third party without the prior written consent of CITY. In addition, CONTRACTOR shall comply with all CITY policies governing the use of the CITY network and technology systems, as set forth in applicable provisions of the City of Sacramento Administrative Policy Instructions # 30. A violation by CONTRACTOR of this Section 6 shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

**7. CONTRACTOR Information.**

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

information shall be disclosed by CITY pursuant to applicable procedures required by the Public Records Act.

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

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

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

**10. Indemnity.**

- A. Indemnity: CONTRACTOR shall defend, hold harmless and indemnify CITY, its officers and employees, and each and every one of them, from and against any and all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, costs and expenses of every type and description, including, but not limited to, any fees and/or costs reasonably incurred by CITY's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), including but not limited to Liabilities arising from personal injury or death, damage to personal, real or intellectual property or the environment, contractual or other economic damages, or regulatory penalties, arising out of or in any way connected with performance of or failure to perform this Agreement by CONTRACTOR, any sub-consultant, subcontractor or agent, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, whether or not (i) such Liabilities are caused in part by a party indemnified hereunder or (ii) such Liabilities are litigated, settled or reduced to judgment; provided that the foregoing indemnity does not apply to liability for any damage or expense for death or bodily injury to persons or damage to property to the extent arising from the sole negligence or willful misconduct of CITY, its agents, servants, or independent contractors who are directly responsible to CITY, except when such agents, servants, or independent contractors are under the direct supervision and control of CONTRACTOR.
- B. Insurance Policies; Intellectual Property Claims: The existence or acceptance by CITY of any of the insurance policies or coverages described in this Agreement shall not affect or limit any of CITY's rights under this Section 10, nor shall the limits of such insurance limit the liability of CONTRACTOR hereunder. This Section 10 shall not apply to any intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of Section 7.B., above. The provisions of this Section 10 shall survive any expiration or termination of this Agreement.

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

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

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

A. Minimum Scope & Limits of Insurance Coverage

- (1) Commercial General Liability Insurance, providing coverage at least as broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million

dollars (\$1,000,000) per occurrence. The policy shall provide contractual liability and products and completed operations coverage for the term of the policy.

- (2) Automobile Liability Insurance providing coverage at least as broad as ISO Form CA 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide coverage for owned, non-owned and/or hired autos as appropriate to the operations of the CONTRACTOR.

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

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

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

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

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

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

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

B. Additional Insured Coverage

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

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

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

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

C. Other Insurance Provisions

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

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

D. Acceptability of Insurance

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

E. Verification of Coverage

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

Agreement if the insurance is canceled or CONTRACTOR otherwise ceases to be insured as required herein.

F. Subcontractors

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

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

- A. Compliance With Regulations: CONTRACTOR shall comply with the Executive Order 11246 entitled "Equal Opportunity in Federal Employment", as amended by Executive Order 11375 and 12086, and as supplemented in Department of Labor regulations (41 CFR Chapter 60), hereinafter collectively referred to as the "Regulations".
- B. Nondiscrimination: CONTRACTOR, with regards to the work performed by it after award and prior to completion of the work pursuant to this Agreement, shall not discriminate on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation in selection and retention of subcontractors, including procurement of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in discrimination prohibited by the Regulations.
- C. Solicitations for Subcontractors, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by CONTRACTOR for work to be performed under any subcontract, including all procurement of materials or equipment, each potential subcontractor or supplier shall be notified by CONTRACTOR of CONTRACTOR's obligation under this Agreement and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation.
- D. Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or by any orders or instructions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the CITY to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the CITY, and shall set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of noncompliance by CONTRACTOR with the nondiscrimination provisions of this Agreement, the CITY shall impose such sanctions as it may determine to be appropriate including, but not limited to:
  - (1) Withholding of payments to CONTRACTOR under this Agreement until CONTRACTOR complies;

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

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

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

- A. Use Tax Direct Payment Permit: For all leases and purchases of materials, equipment, supplies, or other tangible personal property used to perform the Agreement and shipped from outside California, the Contractor and any subcontractors leasing or purchasing such materials, equipment, supplies or other tangible personal property shall obtain a Use Tax Direct Payment Permit from the California State Board of Equalization (“SBE”) in accordance with the applicable SBE criteria and requirements.
  
- B. Sellers Permit: For any construction contract and any construction subcontract in the amount of \$5,000,000 or more, Contractor and the subcontractor(s) shall obtain sellers permits from the SBE and shall register the jobsite as the place of business for the purpose of allocating local sales and use tax to the City. Contractor and its subcontractors shall remit the self-accrued use tax to the SBE, and shall provide a copy of each remittance to the City.
  
- C. The above provisions shall apply in all instances unless prohibited by the funding source for the Agreement.

## EXHIBIT E

### REQUIREMENTS OF THE NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

#### INTRODUCTION

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

#### APPLICATION

The provisions of the Ordinance apply to any contract or agreement (as defined below), between a Contractor and the City of Sacramento, in an amount exceeding \$100,000.00. The Ordinance applies to that portion of a contractor's operations that occur: (i) within the City of Sacramento; (ii) on real property outside the City of Sacramento if the property is owned by the City or if the City has a right to occupy the property; or (iii) at any location where a significant amount of work related to a City contract is being performed.

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

#### DEFINITIONS

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

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

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

primarily for the purpose of espousing or advocating causes or ideas and that are generally protected by the First Amendment to the United States Constitution or that are primarily recreational in nature.

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

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

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

**CONTRACTOR’S OBLIGATION TO PROVIDE THE CITY WITH DOCUMENTATION AND INFORMATION**

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

**EMPLOYER COMPLIANCE CERTIFICATE AND NOTICE REQUIREMENTS**

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

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

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

## Attachment A



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

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

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

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

The included employee benefits are:

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

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

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

**You May . . .**

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

City of Sacramento  
Procurement Services Division  
915 I Street, Second Floor  
Sacramento, CA 95814

- 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, Procurement Services, containing the details of the alleged violation. The address is:  
  
City of Sacramento  
Procurement Services Division  
915 I Street, Second Floor  
Sacramento, CA 95814
- 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, Procurement Services, at the same address, containing the details of the alleged violation.