

**Meeting Date:** 7/14/2015

**Report Type:** Consent

**Report ID:** 2015-00605

**Title: Agreement: 200-Year Natomas Internal Drainage Engineering Services**

**Location:** Citywide

**Recommendation:** Pass a Motion authorizing the City Manager, or the City Manager's designee, to execute a Professional Services Agreement with Mead & Hunt for engineering services to assist in meeting the State of California's 200-year flood level requirement for the Natomas Internal Drainage Canals, in an amount not-to-exceed \$205,648.

**Contact:** Dan Sherry, Engineering & Water Resources Manager, (916) 808-1419; Tony Bertrand, Supervising Engineer, (916) 808-1461, Department of Utilities

**Presenter:** None

**Department:** Department Of Utilities

**Division:** Development Services

**Dept ID:** 14001341

**Attachments:**

1-Description/Analysis

2-Background

3-Contract

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**City Attorney Review**

Approved as to Form

Joe Robinson

7/8/2015 10:07:37 AM

**Approvals/Acknowledgements**

Department Director or Designee: Bill Busath - 6/26/2015 11:39:36 AM

## Description/Analysis

**Issue Detail:** California Senate Bill 5, amended by SB 1278, restricts development beyond July 1, 2016 in a 200-year floodplain, unless a city or county can make one of the following findings: that the required level of flood protection is provided by existing flood management facilities; that conditions imposed on a development project are sufficient to provide the required protection; or that adequate progress has been made on construction of a flood protection system that will provide the required level of protection. To make a finding of adequate progress, a plan must be in place by July 1, 2016 to reach the Urban Level of Flood Protection by 2025. The proposed agreement will assist the City in defining the 200-year flood risk due to interior flooding in the Natomas Basin and other areas in the City outside the Sacramento Area Flood Control Agency jurisdiction (phase one services), and to develop a project to protect areas that are at-risk (potential phase two services).

**Policy Considerations:** The study is consistent with the Council focus areas of Sustainability and Livability and Public Safety by planning for 200-year flood level protection within the City.

**Economic Impacts:** Not applicable.

**Environmental Considerations:** Phase one of this study will conduct planning and computer modeling that is exempt under California Environmental Quality Act (CEQA) Guidelines, Section 15262 (Feasibility and Planning Studies). No physical changes in the environment will occur based upon this process. Any project resulting from phase two of this study will be subject to environmental review if required pursuant to CEQA.

**Sustainability:** Planning improvements for the 200-year level of flood protection will provide public safety for residents.

**Commission/Committee Action:** Not applicable.

**Rationale for Recommendation:** A Request for Qualifications was issued April 16, 2015 for phase one and phase two services. The City received three Statements of Qualifications from Wood Rodgers, Mead & Hunt, and Peterson Brustad, Inc. Mead & Hunt was selected based on the rankings provided by the evaluation committee consisting of City, Sacramento County, and Sutter County representatives. The proposed study will provide a method to meet the new State of California requirement by July 1, 2016, in order to issue building permits in the 200-year floodplain.

**Financial Considerations:** The agreement with Mead & Hunt is for an amount not to exceed \$205,648 for phase one services, to be paid from the Department's Flood Control Planning Project (114010100). There are sufficient funds available for this agreement. Staff is working on potential cost sharing with Sutter and Sacramento County, and if it happens, the amount will be adjusted accordingly. Phase two services will be authorized by supplemental agreement, if needed.

**Local Business Enterprise (LBE):** Mead & Hunt is a LBE.

## BACKGROUND

This proposed agreement will include (1) identifying watersheds greater than 10 square miles that fall under the State of California's Urban Level of Flood Protection (ULOP) criteria in the City and those areas not covered by the Sacramento Area Flood Control Agency; (2) conducting a 200-year study and hydraulic modeling; and (3) providing 100-year and 200-year floodplain mapping for the internal drainage canals in the Natomas Basin in Sutter County, Sacramento County, and the City of Sacramento (the "Communities").

Modeling and mapping will be developed for multiple scenarios related to potential levee failures within the Natomas Basin:

1. The interior levees within the Natomas Basin do not fail and will contain the water surface unless overtopped.
2. Levee failures will occur at select locations that are selected based on the results from Scenario 1.
3. Other scenarios may be evaluated depending on the results from Scenarios 1 and 2 and the available budget.

Based on the results of phase 1, a second phase of this project could entail development of a 200-year flood protection plan and/or preparation of a Civil Engineer's report to support an initial Urban Level of Flood Protection finding to meet the July 1, 2016 deadline for the Natomas Internal Drainage canals and/or other watersheds within the City.

If the Communities pursue certifying the Natomas internal drainage system for 200-year flood protection, the City of Sacramento will have the levees recertified for 100-year flood protection at the same time. The Natomas internal levees are currently accredited by FEMA for a 100-year flood event. This certification will need to be renewed by the City in the future. The 100-year certification should meet FEMA guidelines, which relies on US Army of Corps of Engineers criteria, and will be used to support renewal of the FEMA 100-year flood accreditation.

PROJECT #: I14010100  
PROJECT NAME: 200-year Natomas Internal Drainage  
DEPARTMENT: Utilities  
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

*Mead & Hunt  
180 Promenade Circle, Suite 240  
Sacramento, CA 95834*

("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 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:**

Mead & Hunt

NAME OF FIRM

39-0793822

Federal I.D. No.

C1880814

State I.D. No.

124953

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

*Miroslav P Kurka*

**Signature of Authorized Person**

Miroslav Kurka, PE, PMP, Vice President

Print Name and Title

**Additional Signature (if required)**

Print Name and Title



- 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

June 26, 2015  
\_\_\_\_\_  
Date

Miroslav Kurka, PE, PMP  
\_\_\_\_\_  
Print Name

Vice President  
\_\_\_\_\_  
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  
1395 35th Avenue, Sacramento, CA 95822  
916-808-1914/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:

*Stephen R. Sullivan, Project Manager  
Mead & Hunt  
180 Promenade Circle, Suite 240  
Sacramento, CA 95834*

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. Insurance.** Insurance requirements are specified in Exhibit D, Section 11.

**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.

## **Attachment 1 to Exhibit A**

This agreement is for perform engineering evaluations in Phase 1. Phase 2 will be in a supplement agreement, as necessary. Phase 1 will include (1) identifying watersheds greater than 10 square miles that fall under the Urban Level of Flood Protection (ULOP) criteria in the City and not covered by the Sacramento Area Flood Control Agency's levee modernization program; and (2) hydraulic modeling and mapping for the internal drainage canals in the Natomas Basin in Sutter County, Sacramento County, and the City of Sacramento.

Based on the results of Phase 1, Phase 2 of this project could entail development of a 200-year flood protection plan and/or preparation of a Civil Engineer's report to support an initial Urban Level of Flood Protection finding to meet the July 1, 2016 deadline for the Natomas Internal Drainage canals and/or other waterways within the City.

Task 1, 2, 3, & 4 are included in Phase 1 and activities under Tasks 5 & 6 are included in Phase 2 and will be performed on an as-needed basis and as requested by the City's project manager. Consultant shall bill its labor and non-labor costs separately under each task on a monthly basis and shall note the remaining budget on each task.

### **Scope of Work**

#### **Task 1 – Project Management and Coordination**

The team's Project Manager (PM) will be in charge of coordinating with the City to develop a project schedule, identify project deliverables, and establish project 'checkpoints'. The PM will coordinate with the City to develop the recurring interval (e.g., weekly, bi-weekly, etc.) for project progress reports, which will be provided by the PM. Each member firm will assign a Task Manager to represent that firm's responsibilities at periodic team meetings and/or phone conferences organized by the PM. Three one-house meetings are budgeted.

*Deliverables:* Routine progress reports

#### **Task 2 – Watershed Identification**

We will use existing data to identify contributing watersheds within the Communities. Watershed maps available from different sources (e.g., City of Sacramento and Sacramento County) will be reconciled with each other. Where data is not available or is ambiguous in nature, we will derive watersheds in ArcGIS using USGS topographic maps or CVFED LiDAR data, whichever is easily available. Where drainage system watersheds do not match natural watersheds, we will adopt the one which better represents the intent of the 10 square mile requirement in the Urban Level of Protection (ULOP). Upon completion of the analysis, we will provide a technical

memorandum describing the watershed analysis methods adopted, present the results, and recommendations for making findings (i.e., which watersheds exceed the 10 square mile threshold).

*Deliverables:* Technical memorandum

### **Task 3 – Update Hydrologic and Hydraulic Models for Natomas Internal Drainage Canals**

#### ***Task 3.1 Convert RD 1000 EPA SWMM Model to XP-SWMM***

For this task, we have assumed that the RD 1000 SWMM model will be available for use on this project. To convert the model to XP-SWMM, we will first create a GIS database that defines the approximate locations of the nodes and conduits in the existing model. We will use an existing AutoCAD representation of the modeled system to define the locations of the model nodes and conduits in the GIS database. The GIS database and the data in the RD 1000 SWMM model will then be imported into XP-SWMM. After the import process is complete, we will review the imported data and make corrections and adjustments for items that may not import correctly. We will then use the XP-SWMM model to run the 100-year storm event and will compare the results to those from the original RD 1000 SWMM model. We will refine the XP-SWMM model as necessary until the results from the model are reasonably close to those from the original RD 1000 model.

#### ***Task 3.2 Evaluate the 100-Year Storm with XP-SWMM***

We will update and refine the XP-SWMM model and use it to calculate the water surface elevations for 100-year, 10-day storm event. The 10-day storm has been previously determined to be the critical storm duration for the Natomas Basin. Because of the large amount of surface storage available within the agricultural areas in the basin, a short duration storm, such as the 24-hour storm, does not produce enough volume to fill these storage areas and produce significant flows and flooding in the urban areas. In addition, a long duration storm is required to produce overflows at the Sankey Gap.

There are known changes to the RD 1000 system that have not yet been incorporated into their drainage system model. We will update the model to represent the following known system changes:

- Elverta Road Interchange on Highway 99
- Improvements at the RD 1000 Pumping Plant No. 2
- Artificial wetlands created by SAFCA, Sacramento International Airport, and other agencies in recent years

In addition, the overflow hydrograph at the Sankey Gap will be updated based on the latest information produced by the Corps of Engineers and SAFCA. We will coordinate with SAFCA, the

Corps of Engineers, and the Communities to obtain the appropriate information for use with this study.

We will use the 2-dimensional flow modeling capability offered by XP-SWMM to route the Sankey Gap spill flows through the agricultural areas between the Sankey Road and Elkhorn Road. The 2-dimensional surface will be integrated with the 1-dimensional representation of the existing RD 1000 channel system. For the 2-dimensional modeling, the surface topography will be defined using LiDAR topographic mapping prepared by the State DWR in 2009, which will need to be requested by the City. Because DWR will only release the LiDAR data to public agencies, we will prepare the appropriate request form for the City to sign. We will then coordinate with DWR to obtain the LiDAR data on a portable hard disk drive. After receipt of the raw LiDAR data, we will use ArcGIS to process the data into a point file for use with XP-SWMM.

Outside of the Sankey Gap area, a 1-dimensional representation of the drainage system will be adequate for defining water surface elevations for existing conditions. We will use the updated model to calculate the 100-year flows and water surface elevations along the major RD 1000 drains. We will compare the 100-year water surface elevations calculated for this study against the water surface elevations that were previously calculated using the RD 1000 system model. For this modeling, we will assume that the urban levees within the City will contain the 100-year flows. We will identify areas, if any, where the water surface elevations have changed significantly. In particular, we will identify levee segments within the urban areas where the available freeboard is less than the original design freeboard. The results will be used to map the 100-year floodplain as described under Task 4.

### ***Task 3.3 Evaluate the 200-Year Storm with XP-SWMM***

The precipitation, Sankey Gap inflow, and interior pumping plant operations (if necessary) will be updated in the XP-SWMM model to produce 200-year flows and water surface elevations. We will revise the Sankey Gap inflow using the 200-year spill hydrograph received from the Corps of Engineers and/or SAFCA. We will run the model for the 200-year storm event and review the results for reasonableness. If required, we will make adjustments to the model if the calculated 200-year water surface elevations exceed the defined storage elevations.

For the areas of the City where levees have been constructed along the major drains, we will evaluate multiple scenarios related to potential levee failures, if necessary.

- Scenario 1 – For this scenario, the interior levees within the City limits will be assumed to contain flood waters unless overtopped. If overtopped, the flow over a levee will be treated as weir flow and the levee will be assumed to hold its design shape without degradation.
- Scenario 2 – The results from Scenario 1 will be evaluated to determine areas that are lacking adequate freeboard (typically 3 feet based on the FEMA design approach for

levees). We will use this information along with our knowledge of the geotechnical conditions of the existing levees to define areas where the levees may not provide adequate protection against the 200-year water surface elevations. We will coordinate with the City to define if and where levee failures should be considered. To estimate a budget for this task, we have assumed that levee failures at up to eight different locations will be evaluated. For the levee failures, we will recommend criteria to define the levee failure parameters (the water surface elevation that triggers a breach, the ultimate width of the levee breach, and the time to reach maximum breach width). The breach flows will be calculated and routed in XP-SWMM using the 2-dimensional flow option for complex situations with uncertain flow paths. For simple situations where the breach flows will essentially create a static pond, the overflow areas will be represented in as storage areas.

Scenario 3 – A third levee failure scenario may be evaluated depending on the results from Scenarios 1 and 2 and the available budget. We have assumed that Scenario 3 will be a refinement of Scenario 2 and levee failures at up to four additional locations will be evaluated.

*Deliverables:* Table that provides comparison of 100-year water surface elevations from original RD 1000 SWMM model, converted XP-SWMM model from Task 3.1, updated XP-SWMM model from Task 3.2, and the 200-year water surface elevations. Written list of proposed levee failure locations. List of locations within City where the available freeboard is less than the original design freeboard.

#### **Task 4 – Prepare 100-year and 200-year Floodplain Maps for Natomas Internal Drainage Canals**

For this task, we will prepare floodplain mapping for the 100-year and 200-year storm events along the major drains within the Natomas Basin. The LiDAR data obtained from the State DWR will be used to develop topographic base mapping for the floodplain delineations. The floodplain mapping will be prepared using ArcGIS. The floodplain maps will be developed to meet FEMA mapping standards. The floodplain maps will be provided in hard copy and electronic formats (PDF and ARCGIS).

##### ***Task 4.1 Floodplain Mapping for the 100-year Storm***

Using the results, from Task 3.2, we will prepare maps depicting the 100-year floodplain limits along the major drains within the Natomas Basin. The maps will present water surface elevations and key locations as well as the limits of the floodplain.

##### ***Task 4.2 Floodplain Mapping for the 200-year Storm***

Using the results from Task 3.3, we will prepare floodplain maps depicting the 200-year floodplain limits along the major drains within the Natomas Basin. For the rural areas outside of the City

limits, we will prepare a single 200-year floodplain delineation. Within the urban area protection by levees within the City, we will prepare 200-year floodplain mapping for each of the levee failure scenarios defined under Task 3.3. The 200-year floodplain maps will differentiate between areas with flooding depths of greater than 3 feet and areas with flooding depths of 3 feet or less. We will also indicate those areas that have a tributary area of less than 10 square miles as determined from Task 2.

#### ***Task 4.3 Documentation of Findings and Recommendations***

A technical memorandum will be prepared that summarizes study approach and results from Tasks 2 through 4 and provides recommendations for additional studies. This technical memorandum will include, at a minimum, the following items:

- A section that describes development of the XP-SWMM model and presents the results. This section will include a map that shows the watershed boundaries and drainage system layout for the XP-SWMM model and tables presenting the calculated water surface elevations at key locations.
- A map that shows the areas within the City that fall under 10 square mile criteria (see Task 2).
- The 100-year and 200-year floodplain maps.
- A description of potential options for providing the ULOP to those areas within the City that must meet this protection level. We will describe any additional studies that may be needed to develop the urban level of protection.

*Deliverables:* Draft report, including floodplain maps, in PDF format for review and comment by the Communities. We will incorporate comments from the Communities into final report that will be provided hard paper and electronic format.

#### **Tasks 5 & 6 – 200-year Plan or Findings and 100-year Levee Certification**

The scope of Tasks 5 and 6 is largely dependent upon the findings of Tasks 2 through 4. These tasks will be separately authorized in the future.

## Time of Performance

### SCHEDULE

200-YEAR NATOMAS INTERNAL DRAINAGE														
ACTIVITY	2015							2016						
	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul
Identify Watersheds in Project Area														
Update Hydrologic and Hydraulic Models for Natomas Internal Drainage Canals														
Prepare 100-year and 200-year Floodplain Map														
200-Year Plan and/or Findings														
100-Year Levee Certification														

*This schedule assumes a work start date of July 1, 2015.*

## 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 \$ 205,648.
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 above.

D. Requests for payment shall be sent to:

*City of Sacramento, Department of Utilities  
Engineering and Water Resources Division  
1395 35th Avenue, Sacramento, CA 95822  
916-808-1914/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 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.

# Mead&Hunt

## Standard Billing Rate Schedule Effective January 1, 2015

### Standard Billing Rates

Clerical.....	\$68.00 / hour
Interior Designer, Technical Editor .....	\$97.00 / hour
Senior Editor .....	\$156.00 / hour
Registered Land Surveyor.....	\$122.00 / hour
Accounting, Administrative Assistant.....	\$85.00 / hour
Technician I, Technical Writer .....	\$85.00 / hour
Technician II, Surveyor - Instrument Person .....	\$99.00 / hour
Technician III .....	\$114.00 / hour
Technician IV .....	\$127.00 / hour
Senior Technician .....	\$136.00 / hour
Engineer I, Scientist I, Architect I, Planner I .....	\$110.00 / hour
Engineer II, Scientist II, Architect II, Planner II .....	\$125.00 / hour
Engineer III, Scientist III, Architect III, Planner III .....	\$142.00 / hour
Senior Engineer, Senior Scientist, Senior Architect, Senior Planner, Senior Economist..	\$156.00 / hour
Project Engineer, Project Scientist, Project Architect, Project Planner .....	\$174.00 / hour
Senior Project Engineer, Senior Project Scientist, Senior Project Architect, Senior Project Planner.....	\$200.00 / hour
Senior Associate.....	\$223.00 / hour
Principal.....	\$244.00 / hour
Senior Client/Project Manager.....	\$244.00 / hour

### Expenses

Geographic Information or GPS Systems .....	\$32.00 / hour
Total Station Survey Equipment.....	\$16.00 / hour
Charges for other equipment may appear in a proposal	
Out-Of-Pocket Direct Job Expenses.....	cost plus 15%
Such as reproductions, sub-consultants / contractors, etc.	

### Travel Expense

Company or Personal Car Mileage .....	\$0.75 / mile
Air and Surface Transportation.....	cost plus 15%
Lodging and Sustenance.....	cost plus 15%

### Billing & Payment

Travel time is charged for work required to be performed out-of-office. A minimum of two hours will be billed for any work out-of-office.

Invoicing is on a monthly basis for work performed. Payment for services is due within 30 days from the date of the invoice. An interest charge of 1.5% per month is made on the unpaid balance starting 30 days after the date of invoice.

This schedule of billing rates is effective January 1, 2015, and will remain in effect until December 31, 2015, unless unforeseen increases in operational costs are encountered. We reserve the right to change rates to reflect such increases.



# 2015 Billing Rate Schedule

(Effective January 1, 2015 through December 31, 2015)\*

## Engineering

POSITION	LABOR CHARGES (DOLLARS PER HR)
Principal/Vice President	239
Engineering/Scientist/Geologist Manager II	228
Engineering/Scientist/Geologist Manager I	219
Principal Engineer/Scientist/Geologist II	211
Principal Engineer/Scientist/Geologist I	199
Senior Engineer/Scientist/Geologist II	187
Senior Engineer/Scientist/Geologist I	178
Associate Engineer/Scientist/Geologist II	169
Associate Engineer/Scientist/Geologist I	158
Engineer/Scientist/Geologist II	148
Engineer/Scientist/Geologist I	128
Senior GIS Analyst	174
GIS Analyst	164
CAD Supervisor	138
Senior CAD Designer	120
CAD Designer	107
Engineering Aide	72
Technical Specialist IV	135
Technical Specialist III	120
Technical Specialist II	104
Technical Specialist I	87
Administrative IV	109
Administrative III	99
Administrative II	82
Administrative I	65

- Technology and Communication charges including general and CAD computer, software, telephone, routine in-house copies/prints, postage, miscellaneous supplies, and other incidental project expenses will be billed at 6% of West Yost labor.
- Outside Services such as vendor reproductions, prints, shipping, and major West Yost reproduction efforts, as well as Engineering Supplies, Travel, etc. will be billed at actual cost plus 15%.
- Mileage will be billed at the current Federal Rate.
- Subconsultants will be billed at actual cost plus 10%.
- Expert witness, research, technical review, analysis, preparation and meetings billed at 150% of standard hourly rates. Expert witness testimony and depositions billed at 200% of standard hourly rates.
- A Finance Charge of 1.5% per month (an Annual Rate of 18%) on the unpaid balance will be added to invoice amounts if not paid within 45 days from the date of the invoice.



## Construction Management

POSITION	LABOR CHARGES (DOLLARS PER HOUR)
Senior Construction Manager	230
Construction Manager IV	200
Construction Manager III	160
Construction Manager II	150
Construction Manager I	140
Resident Inspector (Prevailing Wage – Group 1)	156
Resident Inspector (Prevailing Wage – Group 2)	150
Resident Inspector (Prevailing Wage – Group 3)	134
Resident Inspector (Prevailing Wage – Group 4)	120
Apprentice Inspector	110
CM Administrative II	80
CM Administrative I	60

## Surveying

POSITION	LABOR CHARGES (DOLLARS PER HR)
GPS, 3-Person	365
GPS, 2-Person	317
GPS, 1-Person	246
Survey Crew, 2-Person	268
Survey Crew, 1-Person	202

## Equipment Charges

EQUIPMENT	BILLING RATE (DOLLARS PER DAY)	BILLING RATE (DOLLARS PER WEEK)
DO Meter	17	83
pH Meter	5	26
Automatic Sampler	130	712
Transducer/Data Logger	41	206
Hydrant Pressure Gage	12	50
Hydrant Pressure Recorder (HPR)	—	206
Hydrant Wrench	5	33
Pilot Diffuser	29	134
Well Sounder	29	134
Ultrasonic Flow Meter	—	269
Vehicle	88	445
Velocity Meter	12	65
Water Quality Multimeter	176	964



**NATOMAS INTERNAL LEVEES KLEINFELDER FEE SCHEDULE  
GEOTECHNICAL, ENVIRONMENTAL, AND MATERIALS TESTING SERVICES**

**PROFESSIONAL STAFF RATES\***

Professional .....	\$ 125 / hour
Assistant Project Manager .....	\$ 148 / hour
Construction Engineer .....	\$ 148 / hour
Staff Professional I .....	\$ 148 / hour
Staff Professional II / Project Manager I .....	\$ 160 / hour
Construction Manager .....	\$ 160 / hour
Senior Construction Manager .....	\$ 165 / hour
Project Professional / Project Manager II .....	\$ 170 / hour
Senior Professional / Senior Project Manager .....	\$ 195 / hour
Project Manager III.....	\$ 220 / hour
Principal / Principal Professional .....	\$ 220 / hour
Program/Client Manager .....	\$ 220 / hour
Senior Principal / Senior Principal Professional .....	\$ 230 / hour
Senior Program / Senior Client Manager .....	\$ 243 / hour
VP, Project Management .....	\$ 250 / hour
Expert Witness .....	\$ 292 / hour

**ADMINISTRATIVE/TECHNICAL STAFF RATES**

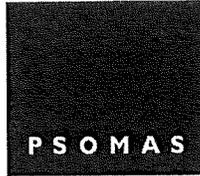
Administrative I .....	\$ 88 / hour
Project Administrator .....	\$ 100 / hour
Technician I .....	\$ 100 / hour
Technician II .....	\$ 105 / hour
Technician III .....	\$ 107 / hour
Technician IV .....	\$ 113 / hour
Senior Technician .....	\$ 120 / hour
Supervisory Technician .....	\$ 130 / hour
Draftsperson .....	\$ 100 / hour
CADD Operator.....	\$ 120 / hour
Designer .....	\$ 130 / hour

Minimum Charges For Office Time Per Day ..... One Hour at  
Applicable Rate

Kleinfelder reserves the right to adjust the fee schedule on projects not completed within 180 days from the contract signature date.

Public works projects or projects receiving public funds may be subject to Prevailing Wage laws. The above rates do not apply to projects subject to prevailing wages. Hourly rates for those projects will be supplied separately.

\* Applies to all professional rates including but not limited to civil, mechanical, chemical, electrical, geotechnical and environmental engineers; industrial hygienists; geologists; hydrogeologists; hydrologists; and computer specialists.



**FEE SCHEDULE  
LAND SURVEYING AND MAPPING SERVICES  
NORTHERN CALIFORNIA**

Effective March 01, 2015 thru February 29, 2016

Hourly Rates

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OFFICE SERVICES

\$ 88.00	- project assistant/administrator
\$ 98.00	- CADD technician/editor/intern/GIS technician
\$ 114.00	- assistant surveyor/compiler
\$ 133.00	- surveyor/photogrammetrist/senior programmer
\$ 150.00	- project surveyor/photogrammetrist
\$ 168.00	- senior project surveyor/applications manager
\$ 188.00	- project manager/senior applications manager
\$ 198.00	- senior GIS/IT consultant/mobile mapper surveyor

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FIELD SERVICES

\$ 158.00 *	- one-person survey party
\$ 234.00 *	- two-person survey party
\$ 350.00 *	- three-person survey party

\* Hourly rates for field survey parties include normal usage of survey supplies and vehicle expenses.

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SPECIAL EQUIPMENT AND OTHER COSTS

Mileage and parking expenses incurred by office employees are charged at cost. Prints, plot media, CD's, messenger service, subsistence, air travel, and other direct expenses will be charged at cost plus ten percent. The services of outside consultants will be charged at cost plus fifteen percent. Standard computer and technology costs are incorporated into the above hourly rates.

\$ 50.00 per hour - Static Terrestrial Laser Scanner  
\$ 5,000 per day - Mobile Terrestrial Laser Scanner

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The above schedule is for straight time and includes overhead. Overtime will be charged at 135 percent of the standard hourly rates. Sundays and holidays will be charged at 170 percent of the standard hourly rates. Forensic services and expert testimony, including preparation, standby time and depositions, will be charged at 200 percent of the standard hourly rates.

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. Any available insurance proceeds in excess of the specified minimum limits and coverages shall be available to the CITY.

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, arising out of activities performed by or on behalf of CONTRACTOR, its sub-consultants, and

subcontractors, products and completed operations of CONTRACTOR, its sub-consultants, and subcontractors, and premises owned, leased, or used by CONTRACTOR, its sub-consultants, and subcontractors, 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 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 accident. 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 Workers' Compensation policy shall include a waiver of subrogation in favor of the CITY. If no work or services will be performed on or at CITY facilities or CITY Property, the CITY Representative may waive this requirement by selecting the option below:

Workers' Compensation waiver of subrogation in favor of the CITY is not required. \_\_\_\_\_ (CITY Representative initials)

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

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

- (4) Professional Liability Insurance providing coverage on a claims made basis for errors, omissions, or malpractice with limits of not less than one million (\$1,000,000) dollars. 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. The retroactive date must be prior to the date this Agreement is approved or any Services are performed.

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, its sub-consultants, and subcontractors; products and completed operations of CONTRACTOR, its sub-consultants, and subcontractors; and premises owned, leased, or used by CONTRACTOR, its sub-consultants, and subcontractors.
- (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, including excess insurance, 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:VI. 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 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) For all insurance policy renewals during the term of this Agreement, CONTRACTOR shall send insurance certificates reflecting the policy renewals directly to:

City of Sacramento

c/o Ebix RCS

Reference #: (This number will be provided by EBIX after Agreement approval.)

PO Box 257

Portland, MI 48875-0257

Insurance certificates also may be faxed to (770) 325-3340, or e-mailed to:

CertsOnly-Portland@ebix.com

- (3) 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 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 200-yr Natomas (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, 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, Contract Services Unit, 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, Contract Services Unit, at the same address, containing the details of the alleged violation.