

Meeting Date: 7/28/2015

Report Type: Consent

Report ID: 2015-00506

Title: Approve an Agreement and Establish a Multi-Year Operating Project: Water Master Planning

Location: Citywide

Recommendation: Pass a Resolution 1) establishing a new Multi-Year Operating Project (MYOP) for Water Master Planning; 2) authorizing transfer of \$424,990 from Project Z14000700 Fund 6005 to the new MYOP; and 3) authorizing the City Manager or the City Manager's designee to execute an agreement with RMC Water and Environment to prepare a groundwater master plan for an amount not to exceed \$364,990.

Contact: Dan Sherry, Engineering & Water Resources Manager, (916) 808-1419; Michelle Carrey, Supervising Engineer, (916) 808-1438, Department of Utilities

Presenter: None

Department: Department Of Utilities

Division: Cip Engineering

Dept ID: 14001321

Attachments:

- 1-Description/Analysis
- 2-Background
- 3-Resolution
- 4-Agreement-RMC Groundwater Master Plan
- 5-Attachment A to Exhibit 1-Scopes of Service

City Attorney Review

Approved as to Form
Joe Robinson
7/20/2015 10:13:09 AM

Approvals/Acknowledgements

Department Director or Designee: Bill Busath - 7/10/2015 11:07:19 AM

Description/Analysis

Issue Detail: The City does not currently possess a comprehensive plan for the development of groundwater resources needed for municipal water usage. The proposed study would identify locations for potential new groundwater wells and provide the technical support for a future phase 2 evaluation of potential impacts associated with enhancing the City's groundwater program. Increasing the City's groundwater capacity will add reliability and resilience to the City's water supply portfolio.

The proposed agreement with RMC Water and Environment (RMC) will provide the technical support to develop this plan.

Policy Considerations: This project is consistent with the Council focus areas of Sustainability and Livability and Public Safety by maintaining opportunities for future water supplies.

Economic Impacts: None

Environmental Considerations: The Community Development Department, Environmental Planning Services has reviewed the proposed agreement and has determined that preparing a groundwater master plan is an exempt planning and feasibility study under the California Environmental Quality Act (CEQA) Guidelines, Section 15262. No physical changes in the environment will occur based upon this process. Any future action related to carrying out a project will be subject to environmental review if required pursuant to CEQA.

Sustainability Considerations: The continued improvement of the City's groundwater resources portfolio will increase the reliability of water supply during periods of drought.

Commission/Committee Action: Not Applicable

Rationale for Recommendation: On December 18, 2014, two engineering firms submitted proposals in response to the City's Request for Proposals to prepare this master plan; RMC and West Yost and Associates. RMC was selected as the top-ranked firm to provide these services based on RMC's groundwater modeling expertise that is consistent with other established technical work in the local region. The West Yost and Associates proposal excluded use of a hydraulic groundwater model that is integral to evaluating the impact of changes to the regional shared groundwater resource. The selection panel included four City staff members involved in the groundwater program, and a member of both the Sacramento Groundwater Authority and the Sacramento Central Groundwater Authority.

Financial Considerations: The agreement with RMC is for the amount not-to-exceed \$364,990. An additional \$60,000 is required to fund City staff supporting the study for a total project budget of \$424,990. In order to properly monitor water master planning, staff requests amending the budget with a new multi-year operating project (MYOP) - Water Master Planning, and then the transfer of \$424,990 from the Water Base Contingency Program (Z14000700) Fund 6005 to the new Water Master Planning MYOP (I14160100) Fund 6005. The Water CIP has been reviewed and there will be no adverse impact on the Water CIP from this transfer.

Local Business Enterprise (LBE): RMC is an LBE.

BACKGROUND

The City of Sacramento's water supply consists of two water treatment plants that divert and treat surface water from the Sacramento and American Rivers, and more than 25 groundwater wells. All but three of the City's municipal wells are located north of the American River.

The combined production of the existing well field provides approximately 15 percent of the City's water supply. Many of these facilities are aging, with the average City well having been constructed approximately 48 years ago. Many of the existing wells are being rehabilitated to extend their useful life.

Expanding the capacity and strategic use of groundwater reserves is a critical component of water supply reliability. In 2010, the City's Water Supply Master Plan (WSMP) provided a framework for a future groundwater conjunctive use program and identified a number of promising sites for future groundwater wells. This program envisioned a potential expansion of the City's groundwater production potential in the driest years from 20,000 Acre-Feet (ACFT) to perhaps 30,000-55,000 ACFT. The ongoing drought has highlighted the importance of a varied and resilient water supply portfolio.

This study will create a groundwater master plan that will provide a road map for the future of groundwater resources in the City. It is expected that the work will focus on the current and future groundwater program, conjunctive use operational strategies, and a determination of the location for the next several municipal groundwater wells. Coordination with neighboring groundwater agencies, the Sacramento Groundwater Authority, and the Sacramento Central Groundwater Authority is expected. The study is intended to be sufficiently robust to support a program-level environmental document for new groundwater well projects.

Other tasks will include an evaluation of current operation and maintenance practices for alignment with industry best management practices, a cost of service analysis for comparison against other water supply alternatives, and the identification of groundwater extraction limitations for the City.

RESOLUTION NO.

Adopted by the Sacramento City Council

APPROVE AGREEMENT AND ESTABLISH A MULTI-YEAR OPERATING PROJECT (MYOP) FOR THE GROUNDWATER MASTER PLAN

BACKGROUND

- A. Expanding the capacity and strategic use of groundwater reserves is a critical component of water supply reliability. In 2010, the City's Water Supply Master Plan (WSMP) provided a framework for a future groundwater conjunctive use program and identified a number of promising sites for future groundwater wells. This program envisioned a potential expansion of the City's groundwater production potential in the driest years from 20,000 Acre-Feet (ACFT) to perhaps 30,000-55,000 ACFT. The ongoing drought has highlighted the importance of a varied and resilient water supply portfolio.
- B. This study will create a groundwater master plan that will provide a road map for the future of groundwater resources in the City. It is expected that the work will focus on the current and future groundwater program, conjunctive use operational strategies, and a determination of the location for the next several municipal groundwater wells.
- C. The City received proposals from two engineering firms to provide these engineering services and selected RMC Water and Environment.
- D. Concurrently, a new project is being created to ensure that financial resources are managed and tracked appropriately.

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

- Section 1. The Utilities FY2015/2016 operating budget is amended to include the following new multi-year operating project ("MYOP"):
 - Water Master Planning.
- Section 2. The City Manager or City Manager's designees are authorized to transfer \$424,990 from the Base CIP Contingency-Water, project Z14000700 Fund 6005 to the Water Master Planning project (I14160100) Fund 6005.
- Section 3. The City Manager or City Manager's designee is authorized to execute an

agreement with RMC Water and Environment to prepare a groundwater master plan for an amount not-to-exceed \$364,990.

PROJECT #:
PROJECT NAME: Groundwater Master Plan
DEPARTMENT: Utilities
DIVISION: Engineering and Water Resources

CITY OF SACRAMENTO

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

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

*RMC Water and Environment
1545 River Park Drive, Suite 425
Sacramento, CA 95815
P: 916-999-8700/F: 916-999-8701*

("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:

RMC Water and Environment
NAME OF FIRM

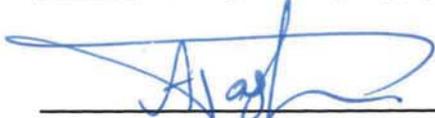
94-3295096
Federal I.D. No.

439-1625-3
State I.D. No.

136261
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

Ali Taghavi, Senior Vice President
Print Name and Title

Additional Signature (*if required*)

Print Name and Title

DECLARATION OF COMPLIANCE
Equal Benefits Ordinance

Name of Contractor: _____ RMC Water and Environment _____

Address: _____ 1545 River Park Drive, Suite 425, Sacramento, CA 95815 _____

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.

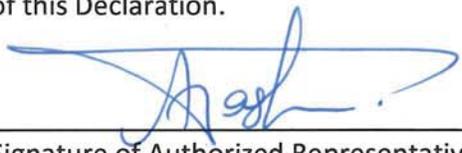
4. Contractor understands that Contractor will not be considered to be discriminating in the provision or application of employee benefits under the following conditions or circumstances:
 - a. If the actual cost of providing a benefit to a domestic partner or spouse exceeds the cost of providing the 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

May 01, 2015

Date

Ali Taghavi

Print Name

Senior Vice President

Title

EXHIBIT A

PROFESSIONAL SERVICES AGREEMENT FOR DESIGN PROFESSIONALS

SCOPE OF SERVICES

1. **Representatives.**

The CITY Representative for this Agreement is:

*Brett Ewart, Senior Engineer
City of Sacramento, Dept of Utilities
1395 35th Ave, Sacramento, CA 95822
916-808-1725/bewart@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:

*Ali Taghavi/Senior Vice President
1545 River Park Drive, Suite 425, Sacramento, CA 95815
P: 916-999-8760/F: 916-999-8701/E: ataghavi@rmcwater.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. **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.

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.

Twelve (12) months from date of execution.

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 \$ 364,990.
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:

*RMC Water and Invironment
2175 North California Blvd., Suite 315
Walnut Creek, CA 94596
P: 925-627-4100/F: 925-627-4101*

Attn: Accounting

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*]:

- 1- Access to groundwater facilities, as needed.
- 2- Meeting rooms, as needed.

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, 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 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 5 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 May 01, 2015 (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, 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.

City of Sacramento Groundwater Master Plan

Scope of Services

Prepared by RMC Water and Environment

April 16, 2015

Scope of Services

The Scope of Services for development of the Groundwater Master Plan for the City of Sacramento is provided below. The project duration is scheduled to be 12 months, and is planned to be completed with a budget not to exceed \$364,990.

Task 1: Prepare Groundwater Master Plan

The purpose of this Task is to prepare a Groundwater Master Plan that provides:

- A status of existing groundwater resources available to the City;
- An inventory of existing groundwater facilities owned and operated by the City;
- An assessment of the current groundwater operational and maintenance programs;
- Recommendations for future groundwater use locations and infrastructure;
- An outline of possible future conjunctive use operations; and
- An evaluation of cost of service for groundwater operations.

Subtask 1.1- Inventory of Groundwater Resources

The RMC Team of hydrogeologists will identify and summarize existing groundwater resources available to the City. This task will utilize existing documents and reports, including but not limited to City documents and reports, and the latest SGA and SCGA Groundwater Management Plans, DWR and the USGS, the Water Forum Agreement, other planning documents, and water budget and groundwater budget information that have been prepared for various studies in the SGA and SCGA area. The historical groundwater budget within the City and neighboring areas will provide a context on expected additional potential groundwater use that may be available to the City.

Subtask 1.1 Deliverable

A briefing document and summary of findings in the form of a short memorandum.

Subtask 1.1 Budget

\$7,724

Subtask 1.2- Inventory of Groundwater Facilities

An inventory of the City's existing groundwater facilities and distribution systems will be prepared, along with a full accounting of the City's current and historical groundwater supply assets. This inventory will rely on existing, readily available documents and reports and other information that is contained within a variety of planning documents, and will include notes of the condition of the facilities (if such information is available) and any plans (near- or long-term) for rehabilitation, upgrades, or replacements.

In addition to the summary tables used for the report, the project team will develop a profile for each existing well with all of the pertinent data. These profiles will be similar to the one generated for the City's recent Shasta Park Well. In addition to the profile, a binder of well data will be compiled and provided in hard copy and on DVD.

Subtask 1.2 Deliverable

A binder of well data will be compiled and provided in hard copy and on DVD.

April 16, 2015

Subtask 1.2 Budget

\$12,886

Subtask 1.3- Evaluate Current Groundwater Management and O&M Issues

The RMC Team will meet with the City staff and operators to identify current groundwater program management and O&M issues, and provide recommendations for improvement. This evaluation will be conducted in the context of the City's overall water supply infrastructure and will summarize the City's current groundwater well rehabilitation program. Recommendations will be made for maintaining the existing and future system. In addition, recommendations will be made on which wells will be used for lead wells, and those that would likely need to be decommissioned. To assist the City in determining acceptable labor requirements to maintain the system, the RMC Team will provide estimates for the current labor needs on an individual site and collective basis to meet industry O&M best practices.

Subtask 1.3 Deliverable

A memorandum documenting the findings and recommendations.

Subtask 1.3 Budget

\$13,978

Subtask 1.4 - Future Groundwater Needs

The RMC Team will identify alternative groundwater supply options considering both the current water distribution system and potential new transmission and distribution system configurations to ensure water supply reliability. RMC will work with the City to prioritize future groundwater facilities in the context of water system facility location and operations, groundwater quality, costs, impacts on neighboring water purveyors and regional impacts, and other key factors. Some areas of interest to consider include:

- Location of new sites and the replacement of the City's existing groundwater wells
- Spacing and setback planning for future groundwater sites
- Evaluation of groundwater quality concerns
- Potential recharge conditions and sources of water to the wells
- Feasibility of ASR and/or other managed aquifer programs

This subtask assumes that City staff will be responsible for using the City's updated hydraulic model in support of the analyses. Results of this subtask will provide the foundation from which possible conjunctive use operations will be formulated.

Subtask 1.4 Deliverable

A memorandum documenting the findings and recommendations.

Subtask 1.4 Budget

\$13,806

Subtask 1.5: Detailed Siting of Facilities

This Subtask will provide the detailed facility site and operational schema for up to five of the most promising future sites for new groundwater facilities. Included in this detailed siting will be facility layouts, needs (and preliminary concepts) for wellhead treatment (as required), and water quality/yield

April 16, 2015

estimates. Capital cost estimates will also be prepared for each of the five sites.

Wood Rodgers will re-assess previous well site potential locations to see if they would be impacted by the hexavalent chromium plume from the former McClellan Air Force Base as discussed above. It is anticipated that new potential well sites may also be developed as part of this process. The RMC Team will then work with the City to determine the most strategic locations within the water system to add additional source capacity that will also be favorable locations with regard to well yield, water quality, and low impacts to the local community. An assessment of initial constructability concerns including; noise impacts, water discharge, drilling spoils disposal, traffic control, and foot traffic control will also be made. The sites will also be assessed to ensure that they could provide reasonable access for economical routine maintenance after the facility has been constructed.

Subtask 1.5 Deliverable

A memorandum documenting the findings and recommendations.

Subtask 1.5 Budget

\$46,224

Task 1.6: Detailed Groundwater Modeling

To support the analysis of the potential impacts of construction and operation of the new groundwater facilities, the RMC Team will conduct groundwater modeling to demonstrate what potential groundwater impacts could be on the groundwater basin and neighboring wells under a variety of hydrologic conditions. The SacIWRM would be refined/updated based on recent information and used to conduct these numerical simulations utilizing the available Existing Conditions or Future Conditions Baselines.

Subtask 1.6 Deliverable

A memorandum documenting the findings.

Subtask 1.6 Budget

\$33,295

Subtask 1.7 - Conjunctive Use Strategic Operations

The City has a preliminary conjunctive use concept contained within the 2010 Water Supply Master Plan, but further refinement may be necessary as groundwater supplies are expanded and added to the City's overall water supply portfolio. The RMC Team will identify the capacity and operational limits for the current and future groundwater program to ensure the end result produces a sufficiently robust study to support a programmatic-level environmental analysis of future projects and system operation. Items to address in this analysis include:

- Cumulative impacts of new groundwater facilities on both groundwater quantity and quality.
- Potential associated environmental impacts and/or related surface water impacts that must be addressed.
- The maximum recommended groundwater extraction the City should plan for during drought conditions under both single-year and multi-year scenarios.
- The City's expanded groundwater program in the context of overall basin management, especially as it relates to the requirements of the Sustainable Groundwater Management Act of 2014, Central Groundwater Basin yield, and the SCGA's GAP.

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- Operating guidelines for City operators leading to a decision tree for the City operators showing how and when to use the groundwater system in the context of other water supply sources.

Addressing these items may require coordination with regional groups (i.e., SGA and SCGA), projections of near-term and long-term groundwater management requirements, and may require the use of models such as the SacIWRM to evaluate:

- The potential impacts of additional City pumping (rate and distribution) on the local City well fields, as well as regional groundwater facilities by other purveyors
- The effects of the future groundwater program on the Basin Yield
- Potential effects of the future groundwater program on surface water resources in the area (including the American River and Cosumnes River)

In this subtask, the RMC Team will develop and perform up to two (2) modeling scenarios using the SacIWRM to evaluate flexibilities within the SGA and SCGA basin yield and possible impacts to the American River and neighboring wells. Understanding these impacts will be critical in gaging regional stakeholder involvement and support and will likely be required to support the larger environmental analyses under CEQA. In addition, the RMC team will conduct up to three (3) additional modeling scenarios using the SacIWRM to evaluate alternative well siting locations, consider alternative conjunctive use operational scenarios and to assess the locations of possible infrastructure. The model may also be used to evaluate climate change adaptive management response alternatives. RMC Team will work with the City staff to define the scenarios and identify the assumptions for the modeling scenarios.

Conjunctive use operational scenarios will also be developed within this subtask and will be described in the GWMP. These descriptions will also summarize the recommended capital program (cost and timing) and provides updated costs for new supply, treatment, and piping.

Subtask 1.7 Deliverable

A memorandum documenting the findings.

Subtask 1.7 Budget

\$67,400

Subtask 1.8 - Produce Cost of Service Analysis

The RMC Team will develop a cost of service analysis for groundwater facilities that can be compared against other water supply alternatives. Typically, the City evaluates alternatives utilizing \$/acre-foot (AF) annuitized over a 30-year period. Other methods may be considered, such as “real economic carrying charge” that starts costs lower and rise with forecasted demand and inflation.

This analysis will also evaluate the cost implications associated with expanding groundwater within the City’s water supply portfolio, including its implications on the City’s water rate structure. An important aspect of this is ensuring that alternatives are evaluated over similar economic life times. Moving from revenue requirements to recovering those costs, the RMC Team will propose alternative methods on allocating costs to ratepayer groups. The alternatives will reflect current City utility ratemaking policies and utility economic practices.

Subtask 1.8 Deliverable

A memorandum documenting the findings.

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Subtask 1.8 Budget

\$6,075

Task 2- Prepare Groundwater Master Plan Document

Using the analyses and work conducted under Task 1 above, the RMC Team will produce a stand-alone Groundwater Master Plan document that summarizes the role of expanded groundwater use in the City's long-term water supply planning, and discusses the greater context of groundwater for the City of Sacramento. The Plan will maintain consistency with, and build upon, the City's other planning documents. The essence of this document will be to produce a roadmap for the future of the City's groundwater program, a supporting document for the CEQA, and a document providing operational guidelines. The draft document will be submitted to the City for review; all comments will be addressed in the final document.

Subtask 2.1: Prepare draft report

Prepare draft groundwater master plan report for distribution to City staff for review and comment.

Subtask 2.1 Deliverables

- Electronic version of the Draft Groundwater Master Plan Report

Subtask 2.1 Budget

\$48,864

Subtask 2.2: Prepare final report

Address City comments and prepare final groundwater master plan report..

Subtask 2.2 Deliverables

- Ten (10) hard copy and an electronic version of the Final Groundwater Master Plan Report

Subtask 2.2 Budget

\$13,714

Task 3- Stakeholder Outreach

Under this subtask, RMC will work with the City to develop a stakeholder outreach program with the goal of identifying key stakeholders who may participate in the project, oppose the project, and/or for whom concerns will be identified and addressed during the CEQA evaluation process. Stakeholders may include regional organizations such as SGA, SCGA, and RWA, as well as SGA, SCGA, SCWA, SSWD, California American Water Company, Golden State Water Company, Regional San, Air Force Real Property Agency, and The Nature Conservancy. For the purposes of estimating costs associated with this task, we have assumed that up to two (2) workshops with the stakeholders in the area will be held.

Subtask 3.1- Develop Stakeholder Outreach Strategy Document

The RMC Team will prepare a plan for stakeholder outreach strategy to meet the City's needs and optimum stakeholder involvement.

Subtask 3.1 Deliverables

- Development of a stakeholder outreach plan

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Subtask 3.1 Budget

\$13,368

Subtask 3.2- Conduct Stakeholder workshops

The RMC Team will prepare for and conduct up to four (4) workshops to engage the stakeholders for development of the GW Master Plan

Subtask 3.2 Deliverables

- Preparation of agenda, presentation material and workshop summary notes, including action items.

Subtask 3.2 Budget

\$19,384

Task 4- Project Management, Coordination, and Meetings

Subtask 4.1- Project Management and Coordination

The RMC Team will plan for the following activities:

- Coordinate the project progress with project team members, subconsultant, and City Project Manager.
- Prepare monthly progress reports, including budget tracking, and schedule coordination.

Task 4.1 Deliverables

- Monthly progress reports, invoicing, and schedule updates

Task 4.1 Budget

\$27,896

Subtask 4.2- Project Meetings

The RMC Team will plan for the following meetings:

- A project kickoff meeting will be conducted that would include review of the goals and objectives, schedule, general project details, and collection of needed data/reports.
- Up to twelve (12) monthly meetings with City project manager to coordinate work. Depending on the agenda, some of the meetings may be conducted via conference call. It is expected that the monthly meetings would be approximately one hour in length.
- Up to two (2) meetings/workshops for the relevant RMC team members with City Staff to coordinate and review the technical aspects of the project.
- One (1) meeting with City management staff and/or City Council to present the completed and final Groundwater Master Plan.

Task 4.2 Deliverables:

- Attendance at a project kick-off meeting with City staff, including agenda, meeting materials, and meeting notes
- Participation in twelve (12) monthly progress meetings with City PM
- Participation in two (2) technical workshops with the City PM & staff
- Participation in one (1) meeting with City management or City Council

Task 4.2 Budget

\$40,376

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**RMC Water and Environment
2015 Billing Rates For City of Sacramento Groundwater Master Plan**

Billing Classifications	2015 Rates
Engineer-Planner-Scientist	
EPS-1	142
EPS-2	157
EPS-3	165
EPS-4	184
EPS-5	195
EPS-6	206
EPS-7	216
EPS-8	231
EPS-9	241
EPS-10	251
EPS-11	256
EPS-12	278
EPS-13	283
EPS-14	290
Intern	53
Technician	
TECH-1	127
TECH-2	131
TECH-3	136
TECH-4	141
TECH-5	147
TECH-6	154
TECH-7	156
Administrative	
AD-1	92
AD-2	97
AD-3	104
AD-4	115
AD-5	126
AD-6	136
AD-7	146

Note: The individual hourly rates include salary, overhead and profit. Other direct costs (ODCs) such as reproduction, delivery, mileage (as allowed by IRS guidelines), and travel expenses will be billed at actual cost plus 10%. Subconsultants will be billed as actual cost plus 10%. RMC reserves the right to adjust its hourly rate structure at the beginning of each year for all ongoing contracts.



**City of Sacramento
 Groundwater Master Plan**

Tasks	Labor									Total Hours	Total Labor Costs (1)	Outside Services					Sub Consultant Total Cost (2)	Total ODCs (3)	Total Fee
	Taghavi	Cort	Dumas	Blanke	Namvar	van Lienden	Planner & Scientists	Graphics	Admin.			Ernst	DeMucha	Spaeth	McCann	Stryjewski			
	PM	CEQA	Planning	Hydrogeo	Modeling	Hydr Model	CEQA	Admin				Wood Rodgers	Wood Rodgers	Wood Rodgers	M.Cubed	M.Cubed			
	\$283	\$256	\$241	\$231	\$216	\$195	\$165	\$130	\$100			\$220	\$150	\$160	\$220	\$86			
Task 1: Prepare Groundwater Master Plan																			
1.1 Inventory Groundwater Resources	4		8	16						28	\$6,756	4					\$968	\$0	\$7,724
1.2 Inventory Groundwater Facilities	2									2	\$566	5	30	35			\$12,320	\$0	\$12,886
1.3 Evaluate Current Groundwater Management & O&M Issues	2		8							10	\$2,494	12	20	30			\$11,484	\$0	\$13,978
1.4 Future Groundwater Needs	2					16				18	\$3,686	8	24	24			\$10,120	\$0	\$13,806
1.5 Detailed Siting of Facilities	20		30	40				10	2	102	\$23,630	20	40	40		40	\$22,264	\$330	\$46,224
1.6 Detailed Groundwater Modeling	16		8	25	75				2	126	\$28,631	8	8	8			\$4,664	\$0	\$33,295
1.7 Conjunctive Use Strategic Operations	40			120	104					264	\$61,504	8	24				\$5,896	\$0	\$67,400
1.8 Produce Cost of Service Analysis	2			4						6	\$1,490	2		8	8	8	\$4,585	\$0	\$6,075
Subtotal Task 1:	88	0	54	205	179	16	0	10	4	556	\$128,757	67	146	145	8	48	\$72,301	\$330	\$201,388
Task 2: Prepare Groundwater Master Plan Documents																			
2.1 Prepare Draft Groundwater Master Plan	24		24	64	16			4	5	137	\$31,836	12	40	40	2		\$17,028	\$0	\$48,864
2.2 Prepare Final Groundwater Master Plan	8			24	8				9	49	\$10,436	2		10	2		\$2,728	\$550	\$13,714
Subtotal Task 2:	32	0	24	88	24	0	0	4	14	186	\$42,272	14	40	50	4	0	\$19,756	\$550	\$62,578
Task 3: Stakeholder Outreach																			
3.1 Develop Stakeholder Outreach Strategy Document	16		8	24					4	52	\$12,400	4					\$968	\$0	\$13,368
3.2 Conduct Up to Two (2) Stakeholder Outreach Meetings/Workshops	16		16	32						64	\$15,776	4	16				\$3,608	\$0	\$19,384
Subtotal Task 3:	32	0	24	56	0	0	0	0	4	116	\$28,176	8	16	0	0	0	\$4,576	\$0	\$32,752
Task 4: Project Management and Coordination																			
4.1 Project Management and Coordination	48			40					12	100	\$24,024	16					\$3,872	\$0	\$27,896
4.2 Meetings	44	0	12	80	10	0	0	4	0	150	\$36,504	16	0	0	0	0	\$3,872	\$0	\$40,376
Kick-Off Meeting	8		4	12	2							4							
Monthly Meetings (Up to 12)	24			36															
Technical Meetings (Up to 2)	8		8	16	8							12							
Management Meeting (1)	4			16				4											
Subtotal Task 4:	92	0	12	120	10	0	0	4	12	250	\$60,528	48	0	0	0	0	\$7,744	\$0	\$68,272
Total	244	0	114	469	213	16	0	18	34	1108	\$259,733	137	202	195	12	48	\$104,377	\$880	\$364,990

1. The individual hourly rates include salary, overhead and profit.
 2. Subconsultants will be billed at actual cost plus 10%.
 3. Other direct costs (ODCs) such as reproduction, delivery, mileage (rates will be those allowed by current IRS guidelines), and travel expenses, will be billed at actual cost plus 10%.
 4. RMC reserves the right to adjust its hourly rate structure and ODC markup at the beginning of the calendar year for all ongoing contracts.