

Meeting Date: 6/14/2016

Report Type: Consent

Report ID: 2016-00501

Title: Agreement: Condition Assessment Services for Water Storage Facilities

Location: Citywide

Recommendation: Pass a Motion authorizing the City Manager, or the City Manager's designee, to execute an agreement with MWH Americas, Inc. for Water Storage Facility Condition Assessment Services in an amount not-to-exceed \$475,320.

Contact: Dan Sherry, Engineering and Water Resources Manager, (916) 808-1419; Rick Matsuo, Supervising Engineer, (916) 808-1728; Bryan Holm, Associate Civil Engineer, (916) 808-4059, Department of Utilities

Presenter: None

Department: Department Of Utilities

Division: Integrated Planning & Asst Man

Dept ID: 14001641

Attachments:

- 1-Description/Analysis
- 2-Background
- 3-Location Map
- 4-Professional Services Agreement MWH Americas

City Attorney Review

Approved as to Form
Joe Robinson
6/1/2016 5:57:48 PM

Approvals/Acknowledgements

Department Director or Designee: Bill Busath - 5/26/2016 1:21:20 PM

Description/Analysis

Issue Detail: Staff recommends awarding a professional services agreement to MWH Americas, Inc. a to develop a methodology for tank condition assessment, perform the condition assessment, and prioritize repair work on the four oldest drinking water storage tanks in the water distribution system. This work is necessary to ensure continuation of services to customers, and to protect public health and safety.

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

Economic Impacts: None

Environmental Considerations: The Community Development Department, Environmental Planning Services has reviewed the project and has determined the project is exempt from the California Environmental Quality Act (CEQA) under Section 15061(b)(3) of the CEQA Guidelines, which establishes the general rule that CEQA does not apply to projects with no potential for causing a significant effect on the environment. This project also qualifies for categorical exemptions from CEQA review under Sections 15306 (Information Collection) and 15309 (Inspections) of the CEQA Guidelines.

Sustainability: Condition assessments support the goals of the City's Sustainability Master Plan by enabling the Department of Utilities (DOU) to protect sources of water.

Commission/Committee Action: Not Applicable

Rationale for Recommendation: Condition assessment is necessary to accurately determine the condition of the City's water infrastructure. DOU utilizes condition assessments to prioritize planning studies, rehabilitation and replacement projects, and for preventative maintenance scheduling. A Request for Proposals (RFP) was advertised on December 17, 2015, to develop an industry-accepted scoring and ranking methodology to prioritize repair and replacement work to the water storage reservoirs, use the developed methodology to physically inspect four of the City's water reservoirs, and to provide recommendations for needed repair work.

Three firms submitted proposals: Aqua-Tech Company, Coffman Engineers, and MWH Americas. Proposal evaluations were conducted by a panel consisting of DOU's integrated planning and asset management staff, engineering staff, and an engineering staff member from the Sacramento Suburban Water District. Proposals were evaluated and ranked based on staff qualifications, technical expertise, available resources, prior experience providing similar services, proposal quality and completeness, and references. The evaluation panel

selected MWH Americas, Inc. as the top-ranked proposer and a final scope of work and budget was negotiated.

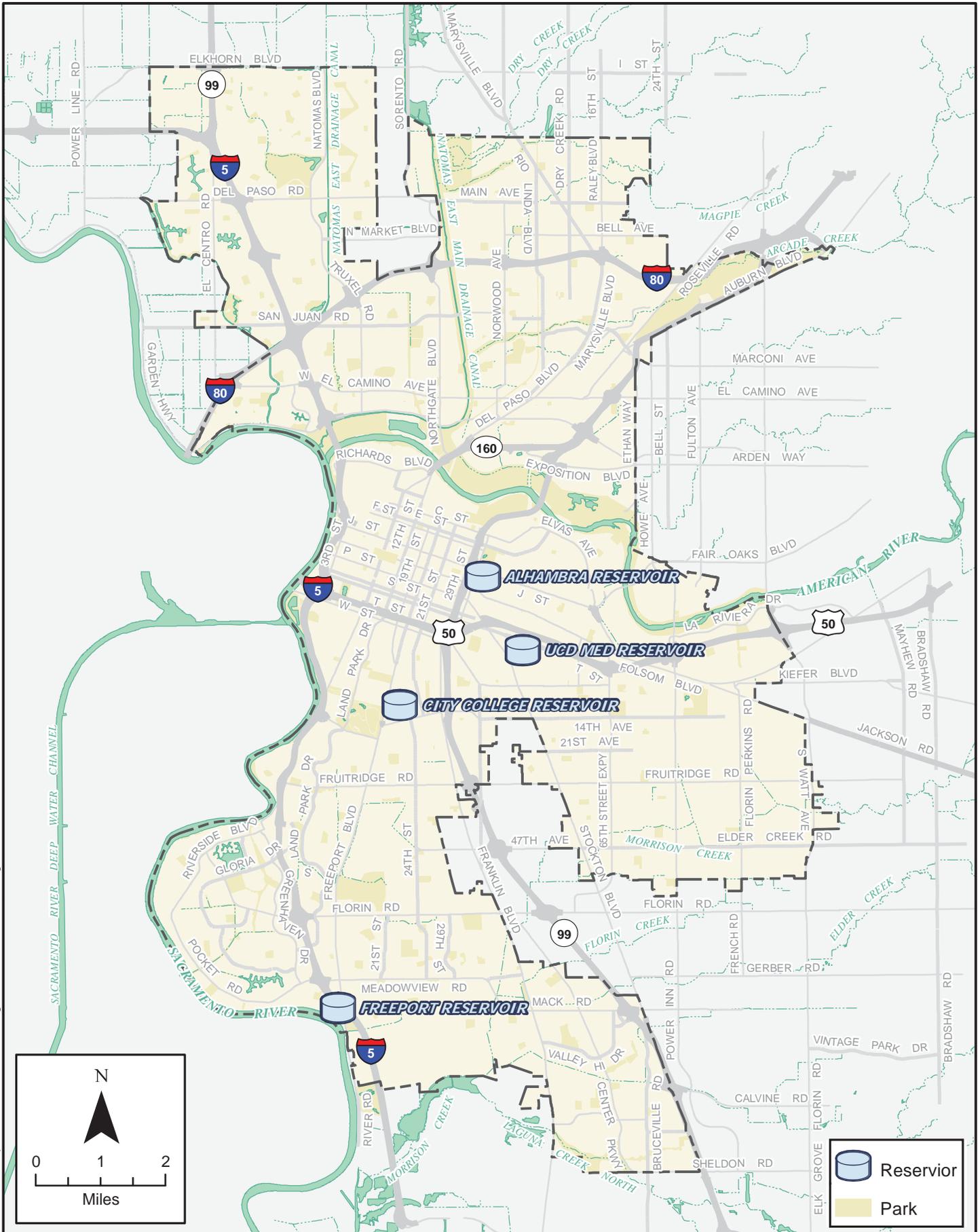
Financial Considerations: The proposed contract has a total amount not-to-exceed \$475,320. Sufficient water funding (Fund 6005) is available in the Department of Utilities, Condition Assessment Program (I14010800).

Local Business Enterprise (LBE): MWH Americas, Inc. is a local business enterprise.

Background

The Department of Utilities (DOU) provides and maintains water, wastewater, storm drainage, and flood control services and facilities for the City of Sacramento. The water system conveys forty-six billion gallons of water per year through approximately 1,700 miles of water pipeline. The City owns and maintains eleven water storage tanks throughout the City, ranging in size from 3 to 15 million gallons. These tanks provide a steady water supply to customers as demand fluctuates throughout the day, act as an emergency water supply, and help pressurize the water system during peak water demand periods. The three oldest water reservoirs still in use today (Medical Center, Alhambra, and City College Reservoirs) were constructed in the 1930s and have exceeded or are approaching the end of their design lives. In order to continue uninterrupted water service to City customers, protect public health and safety, and meet all federal, state, and local regulatory requirements and permits, there is an on-going need to inspect and assess the condition of the various components of the City's water tanks.

Condition Assessment Services for Water Storage Facilities



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PROJECT #:
PROJECT NAME: Condition Assessment of Water Storage Facilities
DEPARTMENT: Department of Utilities
DIVISION: Engineering

CITY OF SACRAMENTO

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

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

*MWH Americas, Inc.
3301 C Street, Suite 1900
Sacramento, California 95816
Telephone: (916) 924-8844; Fax: (916) 924-9102*

("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:

MWH Americas
 NAME OF FIRM

95-1878805
 Federal I.D. No.

 State I.D. No.

66308
 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

JASON MUMM, VICE PRESIDENT
 Print Name and Title

 Additional Signature (if required)

 Print Name and Title

DECLARATION OF COMPLIANCE
Equal Benefits Ordinance

Name of Contractor: _____ MWH Americas, Inc. _____

Address: _____ 3301 C Street, Suite 1900, Sacramento, California 95816 _____

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

5-20-14

Date

JASON MUMM

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:

*Bryan Holm / Associate Civil Engineer
1395 35th Avenue, Sacramento, CA 95822-2911
Ph: (916) 808-4059/Fax: (916) 808-1497/bholm@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:

*Scott Anshell/ Project Manager
2353 130th Avenue N.E., Suite 200
Bellevue, Washington 98005
(425) 896-6931 / Scott.Anshell@mwhglobal.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.

Attachment 1 to Exhibit A Scope of Services

Task 1 Data Request and Review

Description Contractor will submit a formal data request summarizing key requested information. Contractor will review existing data, drawings, reports, and information available that will be required for this project, including the Asset Inventory Register, Maintenance Records, Work Order History, Record Drawings, existing Geotechnical Reports and Boring Logs, existing Construction Records, existing Materials Testing Records, and existing Structural Calculations.

DOU will review the request and assemble the information.

Contractor will perform a cursory system review to identify potential issues of concern to be addressed in FMECA workshops.

Contractor will conduct a conference call with DOU to discuss preliminary data review comments, define the reservoir asset classes and review the asset hierarchy.

DOU will populate the asset inventory based on the established asset hierarchy.

Contractor will utilize record drawings, existing geotechnical reports and information, existing structural calculations, materials testing records, computerized maintenance management system, photographs, and other available means to compile the preliminary asset inventory of the water storage facility assets.

Deliverables

- a) Data Request
- b) Data review comments
- c) Review comments on asset classes and hierarchies

Task 2 Project Kick-Off and Initial FMECA Workshop

Description Contractor will conduct a half-day kick-off and Failure Modes, Effects, and Criticality Analysis (FMECA) workshop with DOU engineering, operations, and maintenance staff. The purpose of the kick-off portion will be to discuss comments and findings from the data review, goals and objectives for the overall project, and the assessment framework. Discussion will include the appropriateness of the *Water Environment Research Foundation's (WERF) Condition Assessment Strategies and Protocols of Water and Wastewater Utility Assets* framework and required modifications to best meet DOU's objectives.

Contractor will emphasize knowledge transfer and collaboration with DOU staff throughout the project. The workshop will include discussion of staff training needs to support a reservoir condition assessment program.

The initial FMECA workshop will focus on documenting reservoir system issues, populating FMECA data sheets, and reviewing representative visual inspection forms.

Based on the objectives defined in the kick-off meeting, and using the provided data, the Contractor will conduct desktop assessments in preparation for Task 3.

- Deliverables*
- a) Meeting agenda and minutes
 - b) Draft visual inspection forms

Task 3 **FMECA Workshop and Condition Assessment Methodology Development**

Description Contractor will conduct one half-day Failure Modes, Effects, and Criticality Analysis (FMECA) and Condition Assessment Methodology workshop with DOU engineering, operations, and maintenance staff. The FMECA portion will include defining asset failure modes and means of failure detection that will inform the condition assessment methodology.

The Condition Assessment Methodology portion will leverage existing condition assessment methodologies and protocols used for other utilities as a starting point for discussions with DOU staff. Contractor will develop condition assessment protocols for all major asset classes onsite that are necessary for the operation of the water reservoirs the City owns and maintains. The protocols will consider material, age, maintenance history, and other factors as appropriate.

Contractor will develop performance testing protocols as appropriate (e.g., pump drawdown tests).

- Deliverables*
- a) Workshop agenda
 - b) FMECA technical memorandum documenting findings from workshop
 - c) Draft condition assessment methodology and inspection forms for DOU review

Task 4 **Review Condition Assessment Methodology**

Description Contractor will conduct a 2-hour conference call with DOU staff to review and refine the condition assessment methodology.

- Deliverables*
- a) Workshop agendas
 - b) Final condition assessment methodology and inspection forms

Task 5 **Perform Preliminary Condition Assessment**

Description Contractor will develop a Condition Assessment Plan and Health and Safety plan to conduct the field work using the condition assessment methodology and inspection forms. The focus will be on conducting activities that provide an initial assessment of asset condition while minimizing cost and impact to operations. Activities will be focused on conducting visual inspection of assets and the development of recommendations for subsequent assessment activities based on initial condition assessment results. In addition, this task will include asset performance testing as appropriate with a priority placed on tasks that can be performed by DOU staff.

The field inspections will be performed by a spectrum of discipline engineers (mechanical, electrical, metallurgical and structural) licensed by the State of California and familiar with elevated steel tanks and elevated concrete tanks. The corrosion inspection will be

performed by engineers certified by the National Association of Corrosion Engineers (NACE).

Contractor will also perform a Tier 1 Screening in accordance with the provisions in the American Society of Civil Engineers/Structural Engineering Institute (ASCE/SEI) Standard 41-13 "Seismic Evaluation and Retrofit of Existing Buildings" modified to apply to non-building structures. ASCE 41-13 specifies nationally applicable provisions for the seismic evaluation and retrofit of existing buildings. The Tier 1 Screening is a checklist evaluation of the building/structures designed to assess and identify potential deficiencies. Checklist items identified as being non-compliant under a Tier 1 evaluation need to be either retrofitted to remove the deficiency or further evaluated under a Tier 2 or Tier 3 investigation.

Asset inventory details will be further populated during this task.

- Deliverables*
- a) Condition Assessment Plan and Health and Safety Plan
 - b) Condition assessment technical memorandum documenting asset inspection and testing results
 - c) Updated inventory of water facility assets in Excel spreadsheet form
 - d) Completed Tier 1 Checklists per ASCE 41-13 Section 4.4.

Task 6 Condition Assessment Recommendations

Description Contractor will review and examine collected facility data and inspection and testing results to produce a priority list of repairs and improvements, including Class 5-conceptual cost estimates. Contractor will provide estimated remaining life of the assets based on the condition assessment results and the condition assessment methodology.

Contractor will provide re-inspection frequencies based on the FMECA workshop, the condition assessment results, and estimated remaining life.

Contractor will incorporate Technical Memorandums from previous tasks into draft report for DOU review. The report will include funding needs and provide a linkage to DOU's capital budgeting framework.

Contractor will meet with DOU to present draft results of assessment and recommendations.

- Deliverables*
- a) Updated inventory of assets in Excel spreadsheet form including condition score for each evaluated asset, estimated failure probability, estimated remaining life, priority ranking, re-inspection frequencies, and replacement cost of new asset
 - b) Draft and Final report including: condition assessment methodology; inspection results (photographs, videos, etc.); recommendations to address or repair deficiencies and required improvements, repair alternatives and replacement methods, and associated cost estimates; and estimated cost per year to adequately fund rehabilitation and replacement of existing assets

Task 7 Project Management

Description Contractor will proactively manage staff resources and budget in order to meet the project schedule and deliver the scope of services described.

Contractor will prepare and submit monthly invoices with supporting information.

Deliverables

- a) Monthly progress updates
- b) Monthly invoices

Task 8 Additional Condition Assessments

Description Contractor will conduct additional condition assessments as requested by DOU.

All Additional Condition Assessments as part of this task will be completed on an as-requested basis. Use of this Additional Condition Assessment budget will require prior authorization from DOU.

Deliverables

- a) Updated condition assessment technical memorandum documenting asset inspection and testing results
- b) Updated recommendations to address or repair deficiencies and required improvements with associated cost estimates

Test Methodology and Condition Assessment Details

TEST METHODOLOGY

Contractor may employ the following tests during the condition assessment of concrete or steel tanks during Tasks 5 or 8. When and where these tests are proposed is detailed in the scope of work for Tasks 5 and 8. A map showing the number and locations of tests will be provided.

1. **Visual Assessment:** Visually assess and document the condition of the structures with digital photographs. Defects such as concrete cracks, spalls, exposed reinforcing steel, metal corrosion, and coating deterioration will be documented. A tank layout will be provided with the location of notable items.
2. **Cathodic Protection System Evaluation:** Contractor will review cathodic protection maintenance data and will work with the City to understand the current operational needs of the water tank cathodic protection system. Contractor's registered corrosion engineers and NACE corrosion specialists have extensive knowledge in evaluating water tank cathodic protection systems and will recommend suitable rehabilitation alternatives to assure the existing cathodic protection systems meet the criteria for NACE SP0169, *Control of External Corrosion on Underground or Submerged Metallic Piping Systems*.
3. **Tests for Concrete:**
 - A. **Concrete Sample Testing:** Two concrete samples will be collected and tested for compressive strength per ASTM C42, petrographic analysis per ASTM C856, incremental pH, incremental chlorides per ASTM C1218, and depth of carbonation. The results will be compared to ACI 318 and ACI 350 standards. At the coring location, further excavation will be done to expose a piece of reinforcing steel to confirm its diameter and to attach a wire for the half cell potential testing.
 - B. **Reinforcing Steel Corrosion Testing:** Tests for reinforcing steel continuity and half-cell potential survey will be performed per ASTM C876 "Standard Test Method for Half-Cell Potentials of Uncoated Reinforcing Steel in Concrete," on one area on the floor.
 - C. **Surface Penetrating Radar (SPR):** Measure the thickness of concrete protecting the reinforcing steel using SPR (surface penetrating radar). The SPR will also be used to verify the spacing of the reinforcing steel in the walls and floor. The measurements will be compared to ACI 318 and ACI 350 standards.
 - D. **pH:** In-situ pH measurements are made by rubbing a pH pencil on concrete and comparing the resulting color with a standardized scale. The results will be compared to ACI 318 and ACI 350 standards.
 - E. **Penetration:** Strike concrete with a handheld chipping hammer and measure the approximate depth to sound concrete. Contractor will only make penetration measurements where bare concrete is accessible. Contractor will not remove a sound coating or lining to perform test unless otherwise instructed.
 - F. **Sounding:** Conduct sounding evaluation by tapping the structure surfaces with a chipping hammer and listening for discontinuities within the concrete surfaces of the structures.

4. **Tests for Paint:**

- A. **Dry Film Thickness (DFT) Testing:** This information will be used to determine the level of effort required to remove and replace the existing lining. Thicker coatings will require additional labor as compared to current thin film coatings.
- B. **Paint Samples:** Collect sample(s) and analyze for 17 heavy metals regulated by California Title 22 hazardous materials, including lead and PCB's (on coal tar enamel samples only). Repair coatings damage as a result of the sampling. This information will be used to determine if lead abatement or hazardous waste handling will be required during the removal and disposal of any existing linings.
- C. **Paint Adhesion:** Test for adhesion of the coatings per ASTM D3359. Repair coatings damage as a result of adhesion testing. This information will be used to determine condition of the lining.
- D. **Coating Condition:** Assess coating condition (if applicable on steel and concrete) per ASTM D610 and VANDA Metal Condition Index. Visual assessment of the coatings will be made with notations of defect and severity.

5. **Tests for Metal:**

- A. **Ultrasonic Testing:** A-scan UT measurements may be taken on metallic components to determine remaining metal wall thickness. It may not always be possible to do UT on cast or ductile iron or rough surfaces and final locations are at the discretion of the evaluator. The field engineer will obtain pit depth readings at locations exhibiting excessive corrosion where A-scan measurement is not possible.
- B. **Pit Depth:** Where reliable UT tests cannot be made, and the surface is pitted, Contractor will measure the pit depths using a handheld pit depth gauge.
- C. **Optional Metal Thickness Methods:** (Note: These are industry standard tests that may be appropriate to support condition assessment on this project. As discussed above, recommendations for inclusion in the scope of tests will be developed during the first tasks of the project. These methods are not included in the cost estimate.)
 - i. **Phased Array Weld Evaluation (Flaw Detection):** Contractor will subcontract to evaluate welds at easily accessible areas. The subcontractor may use an Olympus OmniScan MX2, or equal, flaw detector to conduct phased-array weld evaluations at the locations designated by Contractor.
 - ii. **Broadband electromagnetic (BEM):** BEM scanning is a non-destructive test method that uses a frequency-independent electromagnetic or eddy current transducer to generate a contour plot of metal wall thickness. The BEM scan is not affected by background electromagnetic interference, and the test process can be adjusted to the specific material being tested and site conditions. The technology allows for the assessment of metal thickness, as well as for the evaluation of metallurgical changes in the pipe composition that are formed by corrosion processes such as graphitization. Advantages to BEM testing versus other non-destructive test methods, such as UT, are that it can be used to evaluate a large area of the metal surface and that it does not require the removal of thick coatings, mortar, or insulation to expose the bare metal surface for analysis.
 - iii. **Remotely Operated UT Crawler:** Measurements will be recorded at 4 clock positions in a vertical alignment using a crawler with magnetic wheels (Jireh Tripod TR20 Crawler). Up to 10 readings will be recorded per vertical run. Please note that the exterior coating on the tank may be damaged.

A breakdown of test methods employed during each task is summarized in the below. If it is not safe to enter the tanks, then no interior assessment will be made.

General Details	Task 5	Task 8
Tanks Drained	No	Yes
Scaffolding Employed	No	Yes
Crane / Manlift Employed	No	Yes
Raft Employed	Yes	No
Destructive Testing	No	Yes
Test Methods	Task 5	Task 8
Concrete Tanks		
Visual Assessment	Yes	Yes
Concrete Sample Testing	No	As needed
Reinforcing Steel Corrosion Testing	No	As needed
Surface Penetrating Radar (SPR)	Yes	Yes
pH	Yes	Yes
Penetration	No	Yes
Sounding	No	Yes
Dry Film Thickness (DFT) Testing**	Yes	Yes
Paint Samples**	No	Yes
Paint Adhesion**	No	Yes
Coating Condition**	Yes	Yes
Ultrasonic Testing**	Yes	Yes
Pit Depth**	Yes	Yes
Test Methods	Task 5	Task 8
Steel Tank		
Visual Assessment	Yes	Yes
Dry Film Thickness (DFT) Testing	Yes	Yes
Paint Samples	No	Yes
Paint Adhesion	No	Yes
Coating Condition	Yes	Yes
Ultrasonic Testing	Yes	Yes
Pit Depth***	Yes	Yes
Phased Array Weld Evaluation	No	As needed
Broadband Electromagnetic	No	As needed
Remote Operated UT Crawler	No	As needed

*Interior shell below tank.

**On metal appurtenances/components, if present and accessible.

***If corrosion of the steel is observed, the severity will be noted and pit depth will be measured.

TASK 5: PERFORM PRELIMINARY CONDITION ASSESSMENT

1. **Preparation:** Review existing drawings, maintenance records, and reports available for each tank.
2. **Preliminary Condition Assessment Site Visits:**
 - A. **Concrete Tanks:**
 - i. **Exterior Shell and Roof:** A manlift (100-foot boom lift) will be employed, but a crane will not be employed during Task 5. Therefore, only areas between ground level and up to 6 feet above ground level, areas that can be accessed with the manlift, and areas that can be safely reached by existing walkways and stairs will be assessed.
 - ii. **Interior Shell, Below Tank:** Scaffolding will not be employed during Task 5. Therefore, only ground level and up to 6 feet above ground level will be assessed. Areas that can safely be reached by existing walkways and stairs may also be assessed.
 - iii. **Interior Tank:** The tanks will not be drained for the preliminary condition assessment, and scaffolding will not be erected. Two Contractor personnel will enter the tank and assess areas between the waterline and 4 feet above the waterline. Contractor personnel will attempt to assess the tank roof, if conditions allow. The tank is considered a confined space, so a third Contractor staff members shall be posted at the tank entryway. All personnel involved will be confined space trained.
 - B. **Steel Tanks:**
 - i. **Exterior Tank and Columns:** A manlift (100-foot boom lift) will be employed, but a crane will not be employed during Task 5. The exterior side of the tank will be accessed using the existing stairs and balcony and a manlift. Perform visual assessment of the exterior surface of the tank and take measurements around the circumference of the tank and along the stairs.
 - ii. **Exterior Columns:** A manlift (boom lift) will be employed, but a crane will not be employed during Task 5. Therefore, only areas between ground level and up to 6 feet above ground level, areas that can be accessed with the manlift, and areas that can be safely reached by existing walkways and stairs will be assessed.
 - iii. **Interior Tank:** The tanks will not be drained for the preliminary condition assessment, and scaffolding will not be erected. Two Contractor personnel will enter the tank and assess areas between the waterline and 4 feet above the waterline. Contractor personnel will attempt to assess the tank roof, if conditions allow. The tank is considered a confined space, so a third Contractor staff members shall be posted at the tank entryway. All personnel involved will be confined space trained.

TASK 8: PERFORM ADDITIONAL CONDITION ASSESSMENT

Contractor will perform an additional condition assessment on a single tank selected by the City of Sacramento, if requested to do so by the City of Sacramento. The tank may be either steel or concrete, so the Task 8 assessment scope for both tank types are provided.

- A. **Concrete Tanks:**
 - i. **Exterior Shell and Roof:** Access to the top of the tank will be performed using a man basket hoisted up by a crane.

- ii. **Interior Shell, Below Tank:** Assess up to 25% of the columns supporting the tank at low-, mid-, and high-elevation. Scaffolding will be erected up to 75 feet in height around the columns to be inspected. Alternatively, a manlift may be used in the place of scaffolding if space and access allow.
- iii. **Interior Tank:** Use confined space certified staff to enter the tanks for inspection. The tanks will be drained by the City of Sacramento. Rolling scaffolding will be erected to inspect the roof and sidewall support members at locations identified during the preliminary assessment. A crane may be required for getting scaffolding into and out of the tank. Tests and measurements will only be conducted in locations that are accessible from the base of the tank, erected scaffolding, or roof hatch.

B. Steel Tank:

- i. **Exterior Tank and Columns:** Perform visual assessment of the columns and take measurements at mid- and high-elevation in four quadrants.
- ii. **Interior Tank:** Use confined space certified staff to enter the tank for inspection. Rolling scaffolding will be erected to inspect the roof and sidewall support members at locations identified during the preliminary assessment. A crane may be required for getting scaffolding into and out of the tank. Tests and measurements will only be conducted in locations that are accessible from the base of the tank, erected scaffolding, or roof hatch.

Schedule

Below is the proposed schedule for completing the scope of services. The schedule includes meetings, deliverables, and time for DOU review.

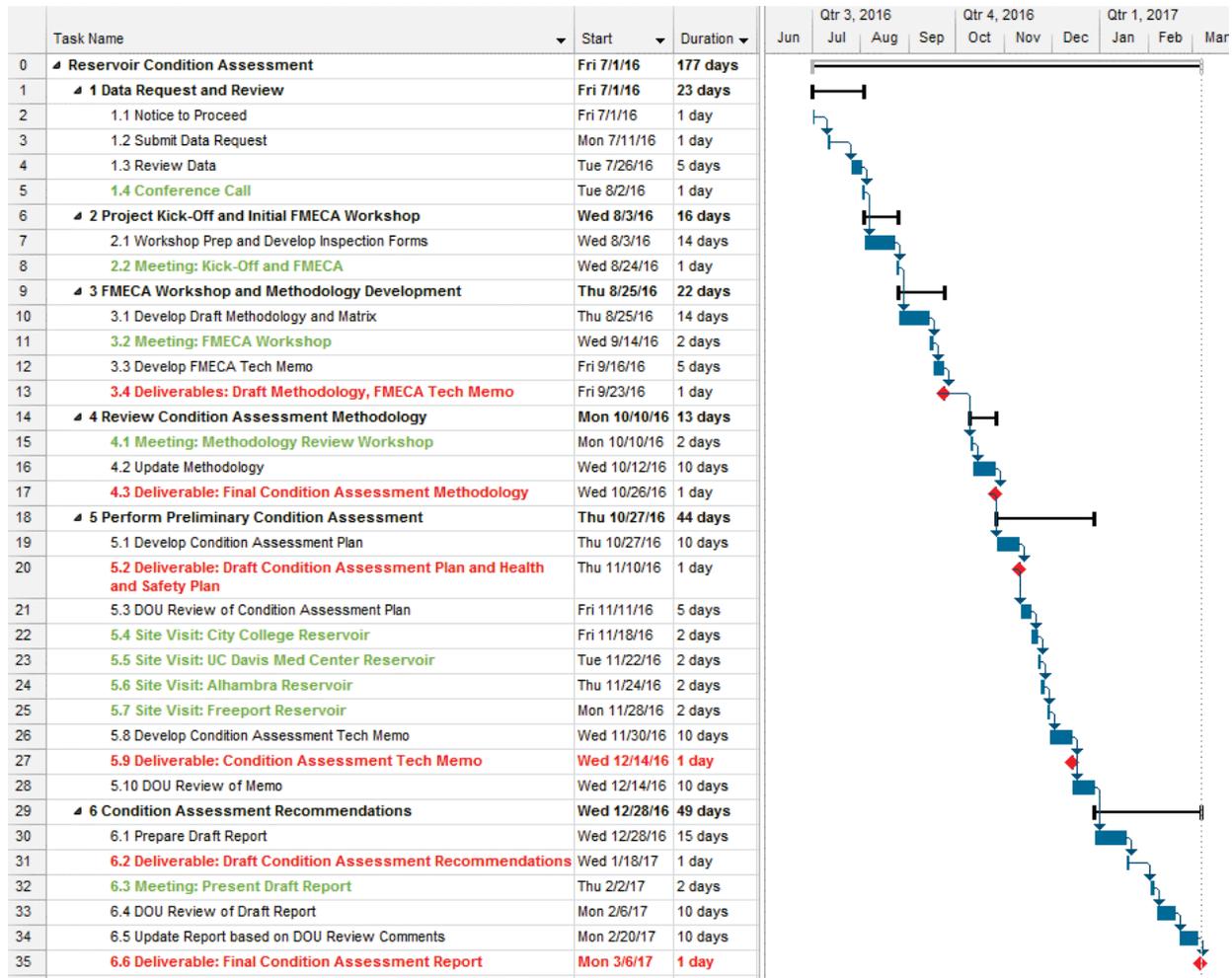


EXHIBIT B

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 \$ 475,320.
2. **Billable Rates.**

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

D. Requests for payment shall be sent to:

*City of Sacramento Department of Utilities
1395 35th Avenue
Sacramento, CA 95822
(916) 808-1467*

Attn: LaRhonda Patterson

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

Attachment 1 To Exhibit B
Total Fee

Total not-to-exceed of \$475,320 including other direct charges.

Staff	Project Manager	Anschell, Scott	Holmer, Melanie	Cheng, Daniel	Wilcox, Craig	Palmer, David	Tehaney, John	Hyland, Steven	Mohr, Jeffery	Young, Charles	Loucks, James	Gutierrez, Kristen	Marquez, Jennifer K.	Troutman, Blair	Glenn, Glenn	Teall, Chelsea	Project Engineer	Associate Engineer	Assistant Engineer	Project Admin	Other Direct Costs	TOTAL
Rate	Company	MWH	MWH	MWH	MWH	MWH	MWH	MWH	MWH	MWH	MWH	MWH	MWH	BlueWater	V&A	V&A	V&A	V&A	V&A	V&A	Hours	Labor Total
1.1 Data Request and Review		2					2							2	1	2	2				84	\$18,435.80
1.2 Data Review		4				4								4	1	6	12				17	\$3,100.50
1.3 Overall System Review						4	8	4	4												31	\$6,956.70
1.4 Asset Hierarchy Development		2												2							20	\$4,700.00
1.5 Conference Call		2					2								2	2	2				4	\$819.00
2 Project Kick-Off and Initial FMECA Workshop																					12	\$2,859.60
2.1 Develop Visual Inspection Form		8				2	4							4	4	4					92	\$21,374.80
2.2 Conduct FMECA Workshop		12	8			6	6							12	8	8					26	\$6,095.60
2.3 Perform Desktop Assessment							8	2	2												54	\$12,479.20
3 FMECA Workshop and Methodology Development																					12	\$2,800.00
3.1 Matrix		60				2	12	8	8					80	4	14	4	16			282	\$61,869.40
3.2 FMECA and Methodology workshop		12				6	6							20	8	8	8				62	\$14,342.40
3.3 FMECA Tech Memo		4												2							8	\$1,539.00
4 Review Condition Assessment Methodology																					88	\$19,427.40
4.1 Conduct Review Workshop		12												12							24	\$4,914.00
4.2 Update Methodology and Inspection Forms		12					8	8	8					12	2	6	4	4			64	\$14,513.40
5 Perform Preliminary Condition Assessment																					646.5	\$148,099.60
5.1 Develop Condition Assessment Plan		2												4	2	4					12	\$2,932.20
5.2 Develop Health and Safety Plan				7																	6,533	\$1,078.00
5.3 Conduct Assessment							120	20	20	8						40	44	44			296	\$66,770.80
5.4 Document Assessment						8	40	4	4	4						8	8	8	40		130	\$27,328.60
5.5 Mechanical and Electrical Testing								91	111												202	\$50,000.00
6 Condition Assessment Recommendations																					366	\$80,069.40
6.1 R&R Recommendations with Cost Estimates						4	32	12	12	12	32			8	2	4	4	2	2		130	\$30,774.60
6.2 Re-inspection Frequencies		4												8							12	\$2,496.00
6.3 Draft Report		24				2	8	4	4	4				24	4	12	16	22	22		150	\$31,149.60
6.4 Present Draft Results		8					4							12							24	\$5,034.00
6.5 Final Report		8					4							8	2	4	4	6	4	2	50	\$10,615.20
7 Project Management																					144	\$29,814.40
7.1 General		24	40											4	4	40					112	\$24,852.80
7.2 Monthly Reporting and Invoicing		8											8			8					32	\$4,961.60
8 Additional Condition Assessments																					163	\$33,707.50
8.1 Conduct Additional Assessments															2	20	28	16	32		98	\$19,740.60
8.2 Update Recommendations														16	4	4	4	4	7		65	\$13,966.90
8.3 Scaffolding Contractor		16																			0	\$0.00
8.4 Coating Contractor																					0	\$0.00
8.5 Crane																					0	\$0.00
8.6 UT Measurement Gauge																					0	\$0.00
8.7 Truck																					0	\$0.00
8.8 Other TBD Testing																					0	\$0.00
Hours		224	48	9	18	18	268	153	173	28	48	8	8	236	52	194	142	122	107	10	1,866	
Cost		\$43,680.00	\$9,360.00	\$1,408.00	\$5,400.00	\$4,050.00	\$60,300.00	\$42,075.00	\$38,925.00	\$6,300.00	\$11,760.00	\$760.00	\$600.00	\$50,622.00	\$16,988.40	\$49,508.80	\$30,302.80	\$23,216.60	\$16,995.70	\$946.00	\$412,798.30	\$62,521.70

Task 8 Other Direct Cost Assumptions

Item	Unit Cost	Unit	Quantity	Cost
Scaffolding Contractor	\$12,100	Per Tank	1 Tank	\$12,100
Coring Contractor	\$12,100	Per Tank	1 Tank	\$12,100
Crane	\$3,300	Per Day	3 Days	\$9,900
UT Measurement Gauge	\$94	Per Day	1 Day	\$94
Truck	\$275	Per Day	1 Day	\$275

Markups and Reimbursable Expenses Reflected in Total Fee

ODC Markup – Other Direct Costs / Reimbursable Expenses	10%
Subcontract Markup – Labor and Reimbursable Expenses	10%
Vehicle Mileage – Reimbursable Expense	IRS Rate

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*]:

Access to the following facilities will be required at times during the contract, but will be with a City representative at all times: Alhambra Water Storage Reservoir, City College Water Storage Reservoir, Freeport Water Storage Reservoir, and Med Center Water Storage Reservoir.

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 3 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 _____ (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.