



## City Council Report

915 I Street, 1<sup>st</sup> Floor  
Sacramento, CA 95814

[www.cityofsacramento.org](http://www.cityofsacramento.org)

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**File #:** 2016-01348

**Consent Item 06**

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**Title: Contract: Sacramento Valley Station Phase 3B Master Plan (T15029060)**

**Recommendation:** Pass a Motion authorizing the City Manager or the City Manager's designee to execute a professional services agreement with Perkins+Will Architects in an amount not to exceed \$573,248 for the Sacramento Valley Station Phase 3B Master Plan.

**Location:** 401 I Street, District 3

**Contact:** Gregory Taylor, AIA, LEED AP, Project Manager, (916) 808-5268; Jon Blank, Facilities Manager, (916) 808-7914, Department of Public Works

**Presenter:** None

**Department:** Public Works

**Attachments:**

- 1-Description/Analysis
- 2-Contract

## Description/Analysis

**Issue Detail:** Phase 3B of the Sacramento Intermodal Project consists of conceptual master planning and site design that includes an expanded transportation related infrastructure and accommodates further development of the Sacramento Valley Station site. Phase 2 is near completion, and a professional services agreement is needed to move forward with Phase 3. A grant in the amount of \$491,770 from the Sustainable Communities Planning Grant and Incentives Program (SCPGIP) administered by the State of California Strategic Growth Council has been awarded to the City to fund the planning effort.

**Policy Considerations:** The recommendation in this report is consistent with the City of Sacramento General Plan goals to improve system connectivity and promote economic and infill development and City Code Chapter 3.64.

**Economic Impacts:** None

**Environmental Considerations:** In accordance with the California Environmental Quality Act (CEQA), under Statutory Exemption 15262, feasibility and planning studies for possible future actions do not require the preparation of environmental documents, but they do require the consideration of environmental factors. The master planning of the SVS, is a component of the larger Sacramento Intermodal Project (T15029000) and has been assessed as part of that project's environmental review. Environmental clearance in accordance with CEQA and the National Environmental Policy Act (NEPA) have been received at the program and project levels. When specific projects or future actions are proposed that stem from the master planning, they will be subject to project level review.

**Sustainability:** None

**Commission/Committee Action:** None

**Rationale for Recommendation:** On July 8, 2016, the Department of Public Works issued Request for Proposal (RFP) No. P17151131004 for master planning services for the SVS. The RFP required a technical proposal and a sealed fee proposal from all respondents. Qualified responses were received from: AECOM; ASCENT; Callison RTKL; Gensler; Gruen Associates; HOK; Jacobs Advance Planning Group; OPTICOS; Perkins+Will, Inc.; Skidmore Owings & Merrill, LLP; Stantec; SWA Group; Torti Gallas & Partners, Inc.; and Zimmer Gunsul Frasca Architects, LLP. A selection panel consisting of city staff from the Department of Public Works and a staff member from the Sacramento Area Council of Governments reviewed and ranked the submitted proposals. Interviews with the section panel were scheduled with the top four ranked firms. After the proposals were ranked and the interviews were completed, the top-

ranked firm was Perkins + Will, Inc. The consultant has proposed a one-year schedule with work commencing at the end of November 2016.

**Financial Considerations:** Sufficient funding exists in the Intermodal Phase 3 Planning capital improvement project (T15029060, Other Capital Grant Funds, Fund 3704) to execute the recommended agreement with Perkins+Will, Inc. in an amount not to exceed \$573,248 for the SVS Phase 3B Master Plan.

**Local Business Enterprise (LBE):** Perkins+Will, Inc. is not an LBE, but has partnered with AIM Consulting to exceed the minimum LBE participation requirement. AIM Consulting will provide public outreach and communication services.

**Background:** The historic Sacramento Valley Station has emerged as a regional transportation facility that serves multiple modes of transportation through planned improvements implemented over several phases. Phase 1, Track Relocation, moved the mainline rail tracks and related operations to the north, and was completed in 2012. The rehabilitation of the historic station building was identified as Phase 2 and this project is to be completed in January 2017. Phase 3 is split up into two phases: Phase 3A, is the realignment of Regional Transit (RT) facilities to the eastern portion of the site; and Phase 3B is the expansion of additional transportation related infrastructure and site development.

The Department of Public Works was awarded \$491,770 from the Sustainable Communities Planning Grant and Incentives Program (SCPGIP) administered by the State of California Strategic Growth Council for SVS Phase 3 Master planning. Measure A Transportation funds programmed for the SVS will be used to fund additional expenses and staff costs.

Phase 3B scope of work will analyze the potential transit operations for expanded transportation services to the site and the ability of the site to accommodate private development that satisfies the objectives of the SCPGIP grant. Those objectives include: promote infill and compact development, revitalize urban and community centers, and reduce automobile usage and fuel consumption resulting in reductions of greenhouse gas (GHG) emissions. Several conceptual alternatives will be created as part of the planning effort.

PROJECT #: T15029060  
PROJECT NAME: Sacramento Valley Station Phase 3B Master Plan  
DEPARTMENT: Public Works  
DIVISION: Facilities

CITY OF SACRAMENTO

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

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**THIS AGREEMENT** is made at Sacramento, California, as of 11-15-16, by and between the **CITY OF SACRAMENTO**, a municipal corporation ("CITY"), and

*Perkins+Will, Inc.  
2 Bryant Street #300  
San Francisco, CA 94105  
P: 415.546.2943/Email: geeti.silwal@perkinswill.com*

("CONTRACTOR"), who agree as follows:

- Services.** Subject to the terms and conditions set forth in this Agreement, CONTRACTOR shall provide to CITY the services described in Exhibit A. CONTRACTOR shall provide the 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 the services: (a) CONTRACTOR notifies CITY and CITY agrees that the 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 or any Supplemental Agreement, unless and until this Agreement or any Supplemental Agreement is approved by the Sacramento City Manager or the City Manager's authorized designee, or by the Sacramento City Council, as required by the Sacramento City Code.
- Payment.** CITY shall pay CONTRACTOR for services rendered pursuant to this Agreement at the times and in the manner set forth in Exhibit B. The payments specified in Exhibit B shall be the only payments to be made to CONTRACTOR for the services rendered pursuant to this Agreement unless pursuant to Section 1, above, CITY approves additional compensation for additional services. CONTRACTOR shall submit all billings for services to CITY in the manner specified in Exhibit B, or, if not specified in Exhibit B, according to the usual and customary procedures and practices that CONTRACTOR uses for billing clients similar to CITY.
- Facilities and Equipment.** Except as set forth in Exhibit C, CONTRACTOR shall, at its sole cost and expense, furnish all facilities and equipment that may be required for CONTRACTOR to perform 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 those 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. **Additional Requirements for Surveying, Material Testing, and Inspection Services.** If this Agreement includes any land surveying, material testing, or inspection services provided for a City construction project, during the design, pre-construction, construction, or post-construction phases of the project, the Contractor and any subcontractor or subconsultant performing any such services shall comply with the provisions specified in Exhibit F.
7. **Authority.** The person signing this Agreement for CONTRACTOR 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.
8. **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

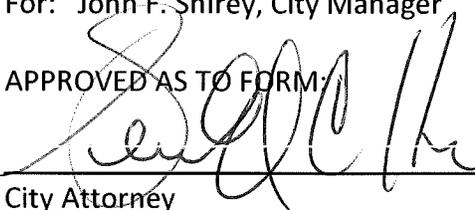
By: \_\_\_\_\_

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
- Exhibit F Additional Requirements for Surveying, Material Testing, and Inspection Services

**CONTRACTOR:**

PERKINS + WILL INC.

NAME OF FIRM

36 - 2690384

Federal I.D. No.

C - 0948395

State I.D. No.

City of Sacramento Business Op. Tax Cert. No.

TYPE OF BUSINESS ENTITY (check one):

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



Signature of Authorized Person

DENNIS R. DORNAN, SENIOR ASSOCIATE

Print Name and Title

N/A

Additional Signature (if required)

N/A

Print Name and Title

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

Name of Contractor: Perkins +Will, Inc.

Address: 2 Bryant Street #300, San Francisco, CA 94105

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

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

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

4. Contractor understands that Contractor will not be considered to be discriminating in the provision or application of employee benefits under the following conditions or circumstances:
  - a. If the actual cost of providing a benefit to a domestic partner or spouse exceeds the cost of providing the same benefit to a spouse or domestic partner of an employee, Contractor will not be required to provide the benefit, nor shall it be deemed discriminatory, if Contractor requires the employee to pay the monetary difference in order to provide the benefit to the domestic partner or to the spouse.
  - b. If Contractor is unable to provide a certain benefit, despite taking reasonable measures to do so, if Contractor provides the employee with a cash equivalent Contractor will not be deemed to be discriminating in the application of that benefit.

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

authorized representatives of the City. Contractor also agrees to prominently display a poster informing each employee of these rights.

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

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

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Signature of Authorized Representative

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Date

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Print Name

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Title

**EXHIBIT A**

**PROFESSIONAL SERVICES AGREEMENT**

**SCOPE OF SERVICES**

**1. Representatives.**

The CITY Representative for this Agreement is:

*Greg Taylor*  
*915 I Street, Room 2000*  
*Sacramento CA 95814*  
*P: 916.808.5268/Email: gtaylor@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:

*Geeti Siwal*  
*Perkins+Will, Inc.*  
*2 Bryant Street #300*  
*San Francisco, CA 94105*  
*P: 415.546.2943/Email: geeti.silwal@perkinswill.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 or e-mail 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      X   no  
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 through December 31, 2017.

# SACRAMENTO VALLEY STATION MASTER PLAN

## PERKINS+WILL PROJECT TEAM

### SCOPE OF WORK

#### TASK 1 PROJECT MANAGEMENT & ADMINISTRATION (12 MONTHS)

##### TASK 1 DELIVERABLES

Project Management Plan, Communication Outreach Plan, Meeting Agendas, Monthly progress reports for project and grant reporting, Revised Work Plan and Detailed Project Schedule

##### 1.1 Project Management

Perkins+Will will maintain control of the project process and the consultant team. A detailed Project Schedule will chart the flow of the project. Ideas and feedback at project meetings will be recorded for clear documentation. Weekly check-ins will keep the project on target. P+W will leverage our internet-based document management/exchange platform called Newforma for efficient and secure sharing of information among consultants and the City. Newforma tracks all files shared and maintains a record of files accessed by user group. It will help team members effectively communicate and share information throughout the course of the project.

Prior to start of the project, additional items listed under Task 1 of the RFP Scope of Services will be detailed as part of the Management Plan under the contract agreement, which will include but not limited to the following:

- Budget Administration
- Monthly Progress reports, including data for grant reporting by the City
- Manage and coordinate professional and technical staff and sub-consultants
- Provide quality control and review processes for work and deliverables
- Prepare meeting agendas and meeting summary notes
- Closeout project and provide complete project files in electronic formats

##### 1.2 Data and Document Collection and Review

A complete understanding of the site and the surrounding context is essential to ensure that the project builds on and supports previous planning and the existing community. Our team will collect and review data related to the physical conditions, mobility network and land use planning. Data and documents our team will collect and review include, but are not limited to:

City of Sacramento 2035 General Plan;  
Zoning Code;  
Specific Plans and other relevant planning data;  
CAHSR 2016 Business Plan;  
Transit Action Plan;  
CCJPA Vision Plan 2014;  
SSJPA 2016 Business Plan  
California State Rail Plan 2018 Update  
The Northern California Megaregion Report – Bay Area Council Economic Institute  
2016 2012 Metropolitan Transportation Plan/Sustainable Communities Strategy;  
Existing and planned transit, pedestrian, bicycle, and vehicle network data;  
City On-Street Parking Management Plan;  
Crash data;  
Site topography, hydrology, and flood data;  
FEMA Maps;  
Site infrastructure data

##### 1.3 Project Kick-off and Project Goals Setting

We will facilitate a collaborative, day long work session with key City agency representatives and a standalone meeting with rail providers service providers with an onsite walk with all parties. This session will introduce our approach to mobility, place making and

sustainability. We will create consensus around key design and planning principles that set the foundation for the entire project and establish goals and performance targets for the project that will include, but are not limited to:

- Mobility and Connectivity;
- Sustainability and Resiliency;
- Vibrancy and Livability;
- Health and Well-being;
- Heritage and Culture;
- Equity and Economy

These goals and sustainability performance targets will help develop the evaluation criteria to get to a preferred Concept in the next phase of the Master Planning work.

#### **1.4 Community Outreach Plan**

The outreach plan for this project must be as dynamic and engaging and invite a diverse range of thoughts and ideas for the future of this site. Our team will develop and implement a public outreach plan that will facilitate the creation of community and stakeholder goals and aspirations for the project. The outreach plan will utilize a diverse range of outreach tools in order to engage a wide-range of community members through. These outreach tools include, but are not limited to:

- Technical Advisory Committee Meetings;
- Interest-based Stakeholder Meetings;
- Pop-Up Workshops;
- Online Engagement Tool;
- Social Media;
- Outreach Materials;
- Project Webpage;
- Media Relations
- Video

At key outreach milestones the Perkins+Will team will develop interim outreach reports summarizing the work completed and next steps, including a final outreach report.

### **TASK 2 ANALYSIS AND PROGRAMMING (4 MONTHS)**

#### **TASK 2 DELIVERABLES**

Draft and Final Memorandum of Analysis and Programming

Outreach meeting presentation material

Outreach meeting summaries

#### **2.1 Existing Conditions Analysis**

Our team will develop a smart 3D model of the site and surrounding context. This model will include site opportunities and constraints, assets and challenges. The model will accurately represent the height, number of floors, and massing of all existing and proposed buildings and the surrounding context including topography, streets and major public realm elements and destinations. The 3D model will include data at an urban and building scale. Data to be tracked will include at the minimum:

- Existing and planned transit, pedestrian, bicycle, and vehicle networks;
- Existing and planned street networks, parking and public realm data;
- Existing and planned land use, parcel and building data;
- Existing and planned site topography and infrastructure

This smart 3D model will be critical in the analysis and representation of existing and planned conditions and will be utilized throughout the entire project for concept and alternatives development and visualizations. The model will allow Perkins+Will to develop appropriate 2D and 3D graphic material that illustrate the existing site, as well as the future functioning of the site within the physical context of the city as a whole.

### **2.1.1 Site and Land Use Opportunities & Challenges**

Analyzing existing conditions and relevant planning documents we will illustrate the opportunities and challenges related to site design and land use planning.

### **2.1.2 Transportation Access and Operations Analysis**

For the pedestrian, bicycle, and vehicle networks, we will document existing potential connections and highlight gaps. We will forecast modal splits and peak hour and all-day demand by each mode for the SVS. These forecasts will inform the design, including occupancies, circulation, etc. needed to identify flows and potential congestion points. The overall project criteria (i.e., volumes of movements, weighting of movements, revenue generation, etc.), as well as our experiences at Transbay Transit Center in final design, will inform a matrix that prioritizes the links between modes. The adjacencies will be ranked from 1 to 5, with 1 being the highest priority.

### **2.1.3 Infrastructure Analysis focused on Resiliency & Risk Analysis**

Based on available information, we will perform a high level review of area infrastructure focused on the risks and challenges related to resiliency issues.

### **2.1.4 Parking Analysis**

We will identify existing parking requirements and parking management strategies utilized within ¼-mile of the site's boundary and will highlight applicable applications to the project site.

### **2.1.5 Economic Opportunities & Challenges**

Our team will conduct an economic opportunities and constraints analysis to support the consideration of alternative land use and development concepts for potential future study.

## **2.2 Programming Analysis**

We will analyze the existing and planned mix and intensity of uses, mobility networks and infrastructure systems intersecting and surrounding the SVS site and compare them to other successful major transit hubs nationally and internationally. This analysis and comparison to international best practices will provide inspiration for the role SVS can play in the city and the region. The parameters needed to create a complete community and high performance mobility hub include, at the minimum: Population, Jobs, Dwelling Units, Commercial GFA, Retail GFA, Open Space, Street Network, Mobility Network, Parking, Infrastructure Systems, Local and regional economics, Demographics etc.

### **2.2.1 Site Programming**

Based on our analysis and research, our team will produce a list of core program needed for making a vibrant, civic landmark destination and high performance mobility hub. This task will be informed by task completed under 2.1.5 - Economic Opportunities & Challenges

### **2.2.2 Station Building Programming**

We will begin to develop a station building program including: building uses, circulation and intermodal connections.

### **2.2.3 Transportation Elements Programming**

An important consideration in identifying the adjacencies is the footprint for the "baseline" uses and the volume of space required for each transportation element. We will identify passenger flow and the design constraints, to ensure adequate internal circulation, leading to a high level project program.

### **2.2.4 Site Infrastructure/Resiliency Elements**

We will analyze project risk including sea level rise and overland flooding to recommend mitigation measures **that can inspire truly cohesive unique urban realm.**

## **2.3 Outreach Meetings Set 1 – Confirm Analysis & Programming**

We will engage the TAC, key stakeholders and the community at large in helping to shape the vision for the SVS project. The first set of outreach meetings will build on our existing conditions and program analysis, and focus on receiving clear direction on the desired project program. We will present our findings and analysis in clear, easy to understand graphics intended to illustrate site

opportunities, constraints, assets and challenges. Outreach activities will focus on site design, project program, mobility, connections to the surrounding context, and sustainability targets.

#### **2.3.1 TAC Meeting 1 – Transit Ridership Findings**

We will present and receive input on our preliminary detailed transit ridership assumptions.

#### **2.3.2 Stakeholder Focus Group Meeting 1 – Land Use + Place making**

We will present and receive input on our preliminary land use assumptions and place making strategies.

#### **2.3.3 Community Meetings – Pop-Up Workshops/ On-line Engagement/Social Media/Project Website (Videos)**

Our team will develop content and format, coordinate logistics, and prepare collateral materials to effectively engage community members through temporary “train stop” workshops, online engagement, social media and the existing project specific webpage. We will present and receive input on our preliminary transit ridership assumptions, land use assumptions, and place making strategies.

### **2.4 Draft Project Program**

Perkins+Will will compile the feedback collected during the outreach meetings in Task 2.3. We will interpret the results in order to highlight areas of concurrence and divergence related to site planning and the project program. Outreach feedback and our interpretation of the results will be synthesized into clear graphics and diagrams that will reflect and represent principles and frameworks for the success of the project. The result of this work will be compiled into a high level draft project program. The project program will be organized into 4 major topics:

- Mix and intensity of land uses;
- Mobility and connectivity frameworks;
- Functional planning of the mobility hub;
- Strategies for achieving sustainability targets

### **2.5 Outreach Meetings Set 2 - Final Project Program: Basis of Design**

Once we have established a high level draft project program we will go back to the TAC, key stakeholders and the community for final consensus. We will present our synthesis and interpretation of the results from our first set of outreach meetings (Task 2.3). We will also ask outreach meeting participants to review and comment on the various aspects of the high level draft project program. We will record the comments, concerns, questions and direction provided during this set of outreach meetings. We will adjust and refine our work based on the responses we receive during this set of outreach meetings. The outcome of this process will be a high level final project program, which will be the basis of design for the next tasks.

#### **2.5.1 TAC Meeting 2 – Final Ridership + Station Programming**

The objective of this meeting will be to discuss the overall program requirements, review the adjacency matrix, and provide comments on desired changes, as necessary. We will use visual aids to assist the TAC in understanding the scope of the program requirements to help visualize the tradeoffs and design considerations.

#### **2.5.2 Stakeholder Focus Group Meeting 2 – Programming**

We will present and receive input on our final land use program and place making strategies to develop a high-level land use program.

#### **2.5.3 Community Meetings - Pop-Up Workshops On-line Engagement/Social Media/Project Website (Videos)**

Our team will re-engage community members through temporary “train stop” workshops, online engagement, social media and the existing project specific webpage. We will present and receive input on final transit ridership forecasts, concept station program, land use program and placemaking strategies.

## **TASK 3: CONCEPTUAL DESIGN (3 MONTHS)**

### **TASK 3 DELIVERABLES**

Preliminary concept plans, including land-use, site capacity, station building and mobility concepts

Final draft concept plans, including land-use, site capacity, station building and mobility concepts

Sustainability Infrastructure & Resiliency Plan

Outreach meeting presentation material

Outreach meeting summaries

### **3.1 Preliminary Concept Scenarios Development**

Using the high level final project program as the basis of design our team will begin to develop preliminary concept scenarios. Concept scenarios will be represented with clear graphics, diagrams, plans and digital 3D models. The development of concept scenarios will highlight a range of possibilities using our innovative digital design approach to rapid urban prototyping. We will identify key variables and constraints that impact the form and organization of the high level final project program on the site while exploring the opportunity for the development of a fully integrated, mixed-use mobility hub that meets the highest sustainability goals possible. This iterative process of concept scenarios development will facilitate a decision making process that focuses on the trade-offs, synergies, opportunities and constraints to highlighting a spectrum of what is possible.

#### **3.1.1 Land Use + Site Capacity Test Fits**

Using the dynamic process described above we will identify and develop two preliminary concept scenarios that include urban form concepts that meet the expectations of the high level final project program.

#### **3.1.2 Station Building Plans**

Based on our analysis and outreach input we will develop preliminary concept station plans including: concept site plan, floor plans and sections highlighting building uses, vertical and horizontal passenger circulation and vehicular, passenger, and bicycle traffic circulation and intermodal connections.

#### **3.1.3 Mobility Plan**

Based on our analysis and outreach input we will develop a mobility plan that optimizes efficient, safe and effective circulation, including connections between modes, access to land use developments, transitions to adjacent areas and management of parking demand.

#### **3.1.4 Sustainability Infrastructure & Resiliency Plan**

Our team will begin to develop integrated sustainability infrastructure and resiliency plans in conjunction with conceptual land use and mobility plans.

### **3.2 Outreach Meetings Set 3 – Preliminary Concept Scenarios Feedback**

At this point in process we will go back to the TAC, key stakeholders and the community to receive feedback that will be critical to the refinements of the two concept scenarios. We will present the two preliminary concept scenarios using the 4 major project program topics as an organizational tool to describe the similarities and differences. We will elicit feedback and direction from outreach meeting participants on how each of the two preliminary concept scenario performs in each of the 4 major project program topics. We will record participant feedback and adjust and refine our work based on the responses we receive during this set of outreach meetings.

3.2.1 TAC Meeting 3 – Design/Layout of 2 Alternatives  
3.2.2 Stakeholder Focus Group Meeting 3 – Design/Layout of 2 Alternatives

#### **3.2.3 Community Meetings –**

**Pop-Up Workshops (2)**

**On-line Engagement/Social Media/Project Website (Videos)**

### **3.3 Final Draft Concept Scenarios Refinement**

Based on input from the outreach meetings our team will refine the two concept scenarios. The final draft concept scenarios will build on and reflect work performed in all previous tasks. The two draft concept scenarios will be refined within 4 major project program topics.

### **3.4 Outreach Meetings Set 4 - Final Concept Scenarios**

Once we have refined the two final draft concept scenarios we will go back to the TAC, key stakeholders and the community for final consensus. We will present our synthesis and interpretation of the results from our third set of outreach meetings (Task 3.2). We will

also ask outreach meeting participants to review and comment on 4 major project program topics for each of the final draft concept scenarios. We will record the comments, concerns, questions and direction provided during this set of outreach meetings. We will adjust and refine our work based on the responses we receive during this set of outreach meetings. The outcome of this process will be the final concept scenarios, which will be the basis of the Vision and Implementation Document and work on all remaining tasks.

**3.4.1 Stakeholder Focus Group Meeting 5 – Design/Layout Refinement**

**3.4.2 Stakeholder Focus Group Meeting 6 – Sustainability Objectives**

**3.4.3 Community Outreach – On-line Engagement/Social Media/Project Website (Videos)**

**TASK 4: VISION/IMPLEMENTATION DOCUMENT (2 MONTHS)**

**TASK 4 DELIVERABLES**

Draft and Final Vision + Implementation Document

**4.1 Vision and Urban Design + Landscape Guidelines**

At this stage in the project we will develop a Vision document that illustrates and articulates the final concept scenarios with Urban Design and Landscape Guidelines that provide a high level road map for implementation. The Vision document will provide a compelling graphic and written narrative of the project principles, goals and performance targets. It will explain the two concept scenarios in an illustrative format that will describe the interrelation between the 4 major project program topics. It will inspire readers to envision the future of the SVS as a world class, urban mobility hub. The Urban Design and Landscape Guidelines will act as an instructions manual for future designers, developers, policy makers and planners. With practical steps for how to implement the vision. The Urban Design and Landscape Guidelines will provide high level aspirations, direction and considerations for the most critical aspects of the concept scenarios.

**4.2 3D Conceptual Renderings**

Using our 3D digital model we will provide direction to a rendering company for up to 3 renderings. The images will include aerial view and eye-level images that capture the essence and character of the transformed district.

**TASK 5: SUSTAINABILITY OBJECTIVES (2 MONTHS)**

**TASK 5 DELIVERABLES**

Draft and Final Vision + Sustainability "White Paper" + Sustainability Monitoring Manual

**5.1 Sustainability, GHG Reduction, Resiliency Plan for the 2 Concept Alternatives**

Our RELi (Resiliency Action List + Credit Catalog) tool is a comprehensive listing of resilient design measures with the latest in proven integrative process for developing next generation communities, neighborhoods, buildings, homes and infrastructure. Using this tool, we will record and track sustainability performance and targets throughout the design process. At the completion of the Vision and Implementation document we will prepare a white paper highlighting key strategies that specifically support the sustainability, GHG reduction and resiliency of the project.

The white paper will act as a manual that equips the City to track performance of the project over time against key Sustainable Communities Planning Grant and Incentives Program (SCPGIP) indicators as well as other key sustainability metrics. Likely metrics might include:

- Building energy use;
- GHG reductions;
- Transit ridership and mode split;
- Urban vibrancy;
- Water usage;
- Affordable housing;
- Resiliency measures;
- Site permeability;
- Community resources;
- Mix and intensity of land uses

## **5.2 Evaluation of the 2 Alternatives against SCGI (Sustainability Communities Grant Indicators)**

Our team will develop a full understanding of the project's commitments under the SCPGIP requirements, as well as other sustainability-related codes, standards, plans and goals that apply to the SVS site. The key three SCPGIP commitments as we understand them are to reduce greenhouse gas emissions through:

- Infill and compact development, adding transit capacity and connectivity;
- Revitalization of urban and community centers;
- Reduction in automobile usage and fuel consumption

## **5.3 Sustainability & GHG Reduction Monitoring Plan**

Develop a sustainability framework and monitoring plan for the project based upon the SCPGIP requirements, key standards and stakeholder goals. We anticipate focus areas covering the full sustainable triple bottom line spectrum of community, environment and economy. enhancement.

## EXHIBIT B

### PROFESSIONAL SERVICES AGREEMENT

#### FEE SCHEDULE/MANNER OF PAYMENT

1. **CONTRACTOR's Compensation.** The total of all fees paid to the CONTRACTOR for the performance of all services set forth in Exhibit A, including normal revisions (hereafter the "Services"), and for all authorized Reimbursable Expenses, shall not exceed the total sum of **\$573,247.65**
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 on a monthly basis after receipt of CONTRACTOR's invoice, in proportion to services performed or as otherwise specified in Attachment 1 to Exhibit B. 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 E-mailed to: [APinvoices@cityofsacramento.org](mailto:APinvoices@cityofsacramento.org)

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 the 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 the 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 the 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 the 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

I. COMPENSATION AND PAYMENT.

- A. CONTRACTOR shall not commence performance until a written "Notice to Proceed" has been issued by CITY Project Manager.
- B. CONTRACTOR shall be reimbursed for services at the specific rate of compensation in the approved 10-H Form(s). Unless specifically identified as some other method, the specified rates shall include direct/base hourly rate, fringe benefits, overhead, and profit.
- C. CONTRACTOR shall be reimbursed for Other Direct Costs (ODC), at rates as identified on the approved 10-H Form(s) with receipts for actual costs.
- D. If applicable, CONTRACTOR shall pay prevailing wages to those workers employed on public works contracts performing applicable duties as required by the State Labor Code and City Code 3.60.180. CONTRACTOR shall be responsible for any future adjustments to prevailing wage rates including, but not limited to, base hourly rates and employer payments as determined by the Department of Industrial Relations. Based on prevailing adjustments, CONTRACTOR may request an adjustment in the rate(s) in the 10-H form. These adjusted rates will not go into effect until the approval date by the City of the Supplemental Agreement. CONTRACTOR is responsible for paying the appropriate rate, including escalations that take place during the term of the Agreement. A mistake, inadvertence, or neglect by CONTRACTOR in failing to pay the correct rates of prevailing wage will be remedied solely by CONTRACTOR and will not, under any circumstances, be considered as the basis of a claim against CITY on this Agreement.
- E. Unless specifically stated, the contract shall be a not-to-exceed by task, Other Direct Cost (ODC) line item, and total budget as included in the Cost Proposal. Written approval by CITY Project Manager is required for reallocation of budget between tasks, between ODC line items, or between tasks and ODCs. All reallocation requests must include a revised Cost Proposal. If the reallocation will directly or indirectly require an increase in the total contract amount, it will be require a Supplemental Agreement to be approved by the CITY as described in Section G.
- F. Written approval by CITY Project Manager is required for any key staff substitutions or additions of staff under classifications included in the 10-H Form(s).

CONTRACTOR shall provide a list of key staff, subject to approval of Project Manager.

1. Updated 10-H Form(s) for CONTRACTOR and all SUBCONTRACTORS shall be included.
2. Any addition or substitution shall be paid at the same or lower rate of the previously approved or similar classification.
3. If a substitution involves Key Staff, CONTRACTOR shall request and justify the need for substitution and obtain written approval from CITY Project Manager. The justification shall include a resume of the proposed new Key Staff.

If the staff addition or substitution will include a new classification, any rate increase, or will directly or indirectly require an increase in total contract amount, it will require a Supplemental Agreement to be approved by the CITY as described in Section G.

**No work shall commence until written approval by the CITY Project Manager. Any work not in compliance with the above, and performed prior to the date of approval by the City, shall not be reimbursed.**

- G. Supplemental Agreements are required for any changes to the scope and terms of the agreement, including but not limited to the following:
1. Increasing the Agreement not-to-exceed amount.
    - a. Any increase to the not-to-exceed amount shall include a cost proposal documenting the increase.
  2. Adding task(s) within the advertised scope.
  3. Adding new classifications or adjusting rates:
    - a. Updated 10-H Form(s) for CONTRACTOR and all SUBCONTRACTORS shall be included.
    - b. CONTRACTOR may request cost of living increases in base salary of staff after the contract has been in effect for one year. The maximum increase, if approved, shall be the annual Cost of Living Adjustment (COLA) increase as calculated and used by the Social Security Administration. Any approved increase shall not go into effect until a Supplemental Agreement is executed.
  4. Adding SUBCONTRACTORS.

5. Adding new Other Direct Cost (ODC) items not included in 10-H Form.
6. Extending the sunset date of the Agreement.

**No work shall commence until the Supplemental Agreement is executed and written notification has been provided by CITY Project Manager. Any work not in compliance with the above, and performed prior to the date of the execution of the Supplemental Agreement by the City, shall not be reimbursed.**

#### H. Monthly Invoices

1. Invoices shall be made in arrears based on services provided at specific hourly rates and other direct cost(s) incurred per the approved 10-H Form(s).
2. CONTRACTOR AND SUBCONTRACTOR invoices shall be submitted using the City-template and include the following:
  - a. Task, Budget, and Billing Summary.
  - b. A copy of all invoices for Other Direct Costs and appropriate back up documentation, at rates consistent with the approved 10-H Form(s).
  - c. A copy of SUBCONTRACTOR invoices using the City template.
  - d. CONTRACTOR Project Manager's signature certifying that all charges have been reviewed and are in compliance with the contract terms.
  - e. Written approval of CITY Project Manager for any overtime expenses for Prevailing Wage staff consistent with the approved 10-H Form(s).
  - f. Written approval by CITY and CONTRACTOR of Reallocation of Budget between Tasks or between Tasks and Other Direct Costs.
3. For non-federally funded projects, CONTRACTOR shall meet the 5% Local Business Enterprise (LBE) participation requirement, unless an LBE waiver has been obtained by CITY Project Manager prior to the agreement being executed. CONTRACTOR will track LBE utilization, including for all subcontractors, and include the percentage achieved with each invoice. The 5% requirement only applies to those agreements awarded for a not-to-exceed amount over \$100,000.
4. For federally funded projects in compliance with 49 CFR 26.37, a Disadvantaged Business Enterprises Utilization Report (Form ADM-3069) is required, as specified in this Agreement.
5. CONTRACTOR may include SUBCONTRACTOR costs that are treated by the CONTRACTOR as accrued due to such costs having been billed by the

SUBCONTRACTOR to CONTRACTOR and recognized by CONTRACTOR and CITY as valid, undisputed, due and payable.

6. CONTRACTOR shall not add a mark-up to SUBCONTRACTORs for professional services or other direct costs included in the approved 10-H form(s).
7. Invoices for approved monthly services shall be submitted by CONTRACTOR and received by CITY Project Manager within 45 calendar days of the completion of the approved monthly services specified in the Task, Budget, and Billing Summary.

## II. COST PRINCIPLES

- A. For federally funded projects, all costs must be in accordance with the cost principles of Title 48 Code of Federal Regulations (CFR), Part 31, Contract Cost Principles and Procedures (48 CFR 31 et seq.).
- B. For federally funded projects, CONTRACTOR agrees to comply with federal procedures in accordance with Title 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (49 CFR 18).
- C. Any costs for which payment had been made to CONTRACTOR that are determined by subsequent audit to be unallowable under 48 CFR 31 or 49 CFR 18 are subject to repayment by CONTRACTOR to CITY.

## III. CONFLICT OF INTEREST

- A. CONTRACTOR shall disclose any financial, business, or other relationship with CITY that may have an impact upon the outcome of this contract, or any ensuing CITY construction project. CONTRACTOR shall list current clients who may have a financial interest in the outcome of this contract, or any ensuing CITY construction project, which will follow.
- B. CONTRACTOR certifies that it does not now have, nor shall it acquire in the future, any financial or business interest that would conflict with the performance of services under this contract.
- C. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article III.

- D. CONTRACTOR certifies that neither CONTRACTOR, nor any firm affiliated with CONTRACTOR will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.
- E. Except for SUBCONTRACTORS whose services are limited to providing surveying or materials testing information, no SUBCONTRACTOR who has provided design services in connection with this contract shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract.

IV. PROVISIONS FOR REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

CONTRACTOR warrants that this contract was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any CITY employee. In the event of breach or violation of this warranty, CITY shall have the right in its discretion: to terminate the contract without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

V. PROHIBITION OF EXPENDING CITY STATE OR FEDERAL FUNDS FOR LOBBYING

- A. CONTRACTOR certifies to the best of his or her knowledge and belief that:
  - 1. No state, federal or CITY appropriated funds have been paid, or will be paid by-or-on behalf of CONTRACTOR to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.
  - 2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in

connection with this federal contract, grant, loan, or cooperative agreement; CONTRACTOR shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

- B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, US. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- C. CONTRACTOR also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000, and that all such sub recipients shall certify and disclose accordingly.

#### VI. AUDIT REVIEW PROCEDURES

- A. Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not disposed of by agreement, shall be reviewed by CITY'S Chief Financial Officer.
- B. Not later than 30 days after issuance of the final audit report, CONTRACTOR may request a review by CITY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by CITY will excuse CONTRACTOR from full and timely performance, in accordance with the terms of this contract.
- D. CONTRACTOR and SUBCONTRACTORS' contracts, including cost proposals and indirect cost rates (ICR), are subject to audits or reviews such as, but not limited to, a Contract Audit, an Incurred Cost Audit, an ICR Audit, or a certified public accountant (CPA) ICR Audit Workpaper Review. If selected for audit or review, the contract, cost proposal and ICR and related workpapers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR Audit Workpaper Review it is CONTRACTOR's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's workpapers. The contract, cost proposal, and ICR shall be adjusted by CONTRACTOR and approved by CITY contract manager to conform to the audit or review recommendations. CONTRACTOR agrees that individual terms of costs identified in the audit report shall be incorporated into

the contract by this reference if directed by CITY at its sole discretion. Refusal by CONTRACTOR to incorporate audit or review recommendations, or to ensure that the Federal, State, or local governments have access to CPA workpapers, will be considered a breach of contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

## VII. SUBCONTRACTING

- A. CONTRACTOR shall perform the work contemplated with resources available within its own organization; and no portion of the work pertinent to this contract shall be subcontracted without written authorization by CITY'S Contract Administrator, except that, which is expressly identified in the approved Cost Proposal.
- B. Any subcontract entered into as a result of this contract, shall contain all the provisions stipulated in this contract to be applicable to SUBCONTRACTORS.
- C. Any substitution of SUBCONTRACTORS must be approved in writing by CITY's Contract Administrator prior to the start of work by the SUBCONTRACTOR.

## VIII. RETENTION OF RECORDS/AUDIT

- A. For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; CONTRACTOR, SUBCONTRACTORS, and CITY shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The state, State Auditor, CITY, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of CONTRACTORS that are pertinent to the contract for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. All subcontracts shall contain this provision.

**\*All referenced forms and sample templates will be provided by CITY.**













GROUND TRANSPORTATION					AIR FARE	PRINTING/ WORKSHOP INCIDENTALS	RENDERINGS	TOTAL EXPENSES	ASSUMPTIONS	
CAR TRIP				TOTAL						
TOLLS	MILES	AMOUNT	NO. OF MTGS	TOTAL						
0	\$5.00	180	\$97.20	15	\$1,683.00		\$5,000.00	\$20,000.00	\$28,303.00	Attendance by 2-3 staff at 15 mtgs (6 Team + 3 TAC + 5 Focus Grp + 1 Pop-Up). Per diem excludes dinner. Renderings budget \$5,000 per each computer photo rendering
0	\$5.00	180	\$97.20	6	\$673.20	\$7,800.00			\$20,749.20	Attendance by 2 staff at 6 mtgs. Assuming lodging in San Francisco. Per diem includes dinner. Flights estimated @ \$650 per round trip but will be reimbursed for actual expense
0	\$5.00	180	\$97.20	10	\$1,122.00				\$2,202.00	Attendance by 1-2 staff at 10 mtgs (6 Team + 2 TAC + 2 Focus Grp). Per diem excludes dinner.
0	\$5.00	180	\$97.20	8	\$897.60				\$1,473.60	Attendance by 1-2 staff at 6 mtgs (4 Team + 2 TAC + 2 Focus Grp). Per diem excludes dinner.
0			\$0.00	16	\$160.00		\$4,000.00		\$5,312.00	Attendance by 1-2 staff at 16 mtgs (4 Team + 3 TAC + 5 Focus Grp + 4 Pop-Up). Per diem excludes dinner.
0			\$0.00	6	\$0.00				\$432.00	Attendance by 1-2 staff at 6 mtgs (4 Team + 5 Focus Grp). Per diem excludes dinner.
								\$58,471.80		



**EXHIBIT C**

**PROFESSIONAL SERVICES AGREEMENT**

**FACILITIES AND EQUIPMENT TO BE PROVIDED BY CITY**

CITY shall [*check one*]

X\_\_\_ Not furnish any facilities or equipment for this Agreement;

or

\_\_\_\_\_ Furnish the following facilities or equipment for the Agreement

## EXHIBIT D

### PROFESSIONAL SERVICES AGREEMENT

#### GENERAL PROVISIONS

##### 1. Independent Contractor.

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

services for, or be employed by such additional persons or companies as CONTRACTOR sees fit provided that CONTRACTOR does not violate the provisions of Section 5, below.

2. **Licenses; Permits, Etc.** CONTRACTOR represents and warrants that CONTRACTOR has all licenses, permits, City Business Operations Tax Certificate, qualifications, and approvals of whatsoever nature that are legally required for CONTRACTOR to practice its profession or provide any services under the Agreement. CONTRACTOR represents and warrants that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for CONTRACTOR to practice its profession or provide such Services. Without limiting the generality of the foregoing, if CONTRACTOR is an out-of-state corporation, CONTRACTOR warrants and represents that it possesses a valid certificate of qualification to transact business in the State of California issued by the California Secretary of State pursuant to Section 2105 of the California Corporations Code.
3. **Time.** CONTRACTOR shall devote such time and effort to the performance of Services pursuant to this Agreement as is consistent with the applicable Standard of Care and the timely and orderly 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 or as required by law. 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. Upon payment in full of all undisputed amounts due CONTRACTOR, 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. Notwithstanding the foregoing, the CONTRACTOR shall retain all ownership rights in and to any standard construction details or conventions embodied in the information. 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 key 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. If CITY suspends performance for more than 90 days, CONTRACTOR may terminate the Agreement.

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 for the work completed 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 work completed 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.

The CONTRACTOR will provide the insurance as set forth below with no additional compensation 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) Excess Insurance: The minimum limits of insurance required above may be satisfied by a combination of primary and umbrella or excess insurance coverage; provided that any umbrella or excess insurance shall contain, or be endorsed to contain, a provision that it shall apply on a primary basis for the benefit of the CITY, and any insurance or self-insurance maintained by CITY, its officials, employees, or volunteers shall be in excess of such umbrella or excess coverage and shall not contribute with it.

- (4) 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)

- (5) 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 per claim and in the annual aggregate. Professional Liability (Errors and Omissions) insurance:

Is X Is not \_\_\_\_\_ 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, worker's compensation, and employer's liability insurance, 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 by CONTRACTOR

D. Acceptability of Insurance

Insurance shall be placed with insurers with a Bests' rating of not less than A-:VII. 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 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 EXIGIS LLC  
P.O. Box 4668 ECM- #35050  
New York, NY 10168-4668

Insurance certificates also may be faxed to (888) 355-3599, or e-mailed to: certificates-sacramento@riskworks.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

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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.

**EXHIBIT F**

**PROFESSIONAL SERVICES AGREEMENT**

**ADDITIONAL REQUIREMENTS FOR SURVEYING, MATERIAL TESTING, AND INSPECTION SERVICES**

Land surveying, material testing, and inspection services provided for a City construction project during the design, pre-construction, construction, or post-construction phases of the project constitute "public works" under California Labor Code section 1720 *et seq.*, and are subject to the requirements of Chapter 1 of Part 7 of Division 2 of the Labor Code and its implementing regulations set forth in Title 8 of the California Code of Regulations. If this Agreement includes any of these services (hereafter collectively referred to as "Public Work"), the Contractor and any subcontractor or subconsultant performing any Public Work shall comply with all applicable requirements of the California Labor Code and the Sacramento City Code, including the following requirements:

1. **Workers' Compensation Certification.** If this Agreement is for the performance of any Public Work, in accordance with California Labor Code section 1861 the Contractor shall sign the following certification:

I am aware of the provisions of section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

---

Contractor Signature

2. **DIR Registration.** California Labor Code section 1725.5 requires the Contractor and any subcontractor or subconsultant performing any Public Work under this Agreement to be currently registered with the California Department of Industrial Relations (DIR), as specified in Labor Code section 1725.5. Labor Code section 1771.1 provides that a contractor or subcontractor/subconsultant shall not be qualified to engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Labor Code section 1725.5.

***To be completed by the City Representative if this Agreement is for the performance of any Public Work:***

Contractor DIR registration #: \_\_\_\_\_

Prior to the performance of Public Work by any subcontractor or subconsultant under this Agreement, Contractor shall furnish City the subcontractor or subconsultant's current DIR registration number.

3. **Payment of Prevailing Wages.** If this Agreement is for the performance of any Public Work, and the amount of the Agreement is more than \$25,000, Contractor and any subcontractor or subconsultant performing any Public Work shall comply with the provisions of Sacramento City Code section 3.60.180 and applicable provisions of California Labor Code section 1770 *et seq.*, which require, among other things, that the Contractor and subcontractor(s)/subconsultant(s) pay not less than the prevailing rate of wages for Public Work, as determined by the Director of the California DIR pursuant to Labor Code section 1773. For any Public Work performed under this Agreement, Contractor and every subcontractor or subconsultant shall maintain payroll records and submit certified payroll records and other labor compliance documentation electronically to City staff when and as required by City. In addition, Labor Code section 1771.4 requires the Contractor and any subcontractor or subconsultant performing any Public Work to furnish electronic payroll records directly to the Labor Commissioner.

This Agreement is subject to compliance monitoring and enforcement by the California Department of Industrial Relations, as specified in Labor Code section 1771.4. The Contractor and any subcontractor or subconsultant performing Public Work will be subject to withholding and penalties for violation of prevailing wage requirements in accordance with applicable law, including Labor Code sections 1726, 1741, 1771.5, and 1775, and City Code section 3.60.180. Questions regarding the City's Labor Compliance Program should be directed to the contracts staff for the City Department issuing this Agreement.

4. **Apprentices.** If this Agreement is for the performance of any Public Work, and the amount of the Agreement is \$30,000 or more, the Contractor and any subcontractor or subconsultant performing any Public Work under this Agreement shall comply with Sacramento City Code section 3.60.190, section 1777.5 *et seq.* of the California Labor Code, and implementing regulations set forth in Title 8 of the California Code of Regulations, governing the employment of apprentices. The Contractor and any subcontractor or subconsultant performing Public Work will be subject to penalties for apprenticeship violations in accordance with Labor Code section 1777.7.
5. **Working Hours.** If this Agreement is for the performance of any Public Work, Contractor and any subcontractor or subconsultant performing any Public Work shall comply with, and be subject to enforcement under, the provisions of Sacramento City Code section 3.60.180 and California Labor Code section 1810 *et seq.*, governing the working hours of employees performing Public Work.
6. **Subcontractors.** The Contractor shall include these provisions in every subcontract or subagreement for every lower-tier subcontractor or subconsultant performing Public Work under this Agreement.

## Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) <b>Perkins + Will, Inc.</b>	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____  <input type="checkbox"/> Other (see instructions) ▶ _____	
	<input type="checkbox"/> Exempt payee	
Address (number, street, and apt. or suite no.) <b>330 North Wabash Avenue, Suite 3600</b>		Requester's name and address (optional)
City, state, and ZIP code <b>Chicago, IL 60611</b>		
List account number(s) here (optional)		

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number									

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number									
3	6	-	2	6	9	0	3	8	4

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶ <u>2-3-2016</u>
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### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

