

REQUEST FOR PROPOSALS

SACRAMENTO RIVER CROSSING(S) ALTERNATIVES STUDY



City of Sacramento

August 28, 2009

Proposals Due By
Friday, September 25, 2009 at 4:30 p.m.
to

Department of Transportation
915 I Street, Room 2000
Sacramento, CA 95814
Attention: David Flores, Jr., MPA,
Contracts & Compliance Specialist

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REQUEST FOR PROPOSAL

INTRODUCTION

The City of Sacramento, in partnership with the City of West Sacramento, is requesting proposals to provide transportation planning and public outreach services for proposed new bridge crossing(s) of the Sacramento River, connecting the two cities.

The Sacramento River Crossing(s) Alternatives Study will consist of engaging interested parties in discussion about what the purpose would be of one or more new crossings and what the need for them would be. Once the purpose and need of crossing(s) has been developed, alternatives will be developed and evaluated which may include various bridge cross section types (number of vehicle lanes, type of bicycle and pedestrian access, transit accommodation), various locations for crossing, number of river crossings, etc. Planning level traffic analysis will be performed to test the alternatives identified to help inform the planning process. The alternatives and analysis will be shared and discussed with the public.

A project vicinity map is attached (Appendix A). Proposals are due **Friday, September 25, 2009**.

BACKGROUND INFORMATION

The cities of West Sacramento and Sacramento over time have developed a shared vision for the Sacramento Riverfront that culminated with the 2003 update of the Sacramento Riverfront Master Plan (SRMP). The SRMP highlighted the importance of seizing opportunities to provide a "high-quality and accessible public open space along the riverfront around which dense urban development can occur." Important to this vision is the establishment of strong connections along and across the river, linking neighborhoods and communities and providing maximum opportunity for alternative travel such as bicycles and pedestrians. One of the projects identified to accomplish this was a multi-use (vehicular, pedestrian, bicycle) bridge across the Sacramento River, linking Broadway in the City of Sacramento and the Pioneer Bluff area in the City of West Sacramento. Additional non-vehicular crossings were identified between the Tower and Pioneer Bridges, and upstream of the I Street Bridge in the vicinity of Richards Boulevard.

In late 2004, the Sacramento Area Council of Governments (SACOG) adopted the *Blueprint for the Future* (Blueprint), which promotes compact mixed-use development and more transit choices as an alternative to low-density development. Included in the Blueprint was the desirability for a bridge between Sacramento and West Sacramento through extension of Broadway.

In March 2008, the SACOG Board adopted *MTP 2035*, the long-range Metropolitan Transportation Plan to guide regional transportation investments through the year 2035. A key finding of the MTP was that additional river crossings of both the Sacramento and American Rivers are needed to support development envisioned in the Blueprint. For analysis purposes, the MTP modeled a bridge at Broadway as a future Sacramento River crossing. However, the actual location of a future crossing or crossings has not been specified and it is understood that the Broadway crossing was utilized for analytical purposes in the context of the long range regional plan. The analysis identified a future Sacramento River crossing as being critical since future traffic projections on Interstate 5 north of the US 50 junction and on US 50 and I-80 freeways in this area show extreme congestion levels. In March 2009, the Sacramento City Council approved the General Plan 2030 which also includes new Sacramento and American River crossings. The General Plan does not provide specific locations for crossings or the number of crossings.

Since adoption of the policy documents listed above, the two cities have commenced planning work and begun moving forward with development activities along both sides of the riverfront which include the following:

City of West Sacramento Riverfront

- Design of the riverfront promenade, extending from the Tower Bridge south to the barge canal;
- Design and planning for extension of South River Road across the Barge Canal to connect Southport to the Pioneer Bluff area;
- Development entitlement activities for properties along the Bridge District (Triangle) riverfront;
- Preliminary redevelopment planning activities for the Pioneer Bluff area; Transfer of the William G. Stone Lock and adjacent waterfront property from the Army Corps of Engineers to the City;
- Planning activities associated with the tank farm consolidation/relocation.
- Approval of an agreement with California State Parks for establishment of the California Indian Heritage Center;
- Entitlement of the Raley's Landing area and construction of the new CalSTRS headquarters building;
- Extension of Riverwalk Park north to the I Street Bridge;
- Certification of an EIR for a proposed streetcar line linking the two cities across the Tower Bridge; and
- Receipt of \$23 million in Prop 1C funds for infrastructure improvements in the Bridge District.

City of Sacramento Riverfront

- Redevelopment activities associated with the Docks Area;
- Anticipated reuse of the Setzer property in the vicinity of Broadway Avenue and Third Street;

- Planning and design of the riverfront promenade from south of Embassy Suites to Broadway Avenue;
- Extension of the existing Sacramento promenade south to the Docks Area project;
- Planning activities associated with the tank farm consolidation/relocation;
- Planning activities associated with the update of the River District Specific Plan;
- Development of the Railyards Area in conformance with the Railyards Specific Plan approved in December 2006;
- Receipt of \$78 million in Prop 1C funds for infrastructure improvements in the Railyards Area; and
- Receipt of \$30 million in Prop 1C funds for infrastructure improvements in the River District.

In addition to these activities, the City of West Sacramento is currently working on a major update of their General Plan. This effort will consider and address the connectivity issues raised by the SRMP, Blueprint and MTP. Current and near-term development entitlement activities provide a unique opportunity for a public-private partnership to help fund and implement components of the various policy documents defining riverfront elements.

The Sacramento River Crossing project is being jointly developed and funded by the City of Sacramento and City of West Sacramento, with Sacramento acting as the lead agency. Through an earlier intercity cooperative effort, Sacramento and West Sacramento established the Waterfront Coordinating Committee (formerly the Waterfront Advisory Committee) to provide leadership in the implementation of the SRMP and other critical waterfront issues. Project oversight of the project is to be provided by the WCC, as well as by a Technical Advisory Committee consisting of senior staff from each city representing transportation and economic development areas.

The following background/reference documents are available for review at city offices and/or online:

City of West Sacramento Documents

- "Celebrating Our River: Sacramento Riverfront Master Plan" by WRT/Solomon E.T.C. (July 2003) <http://www.sacramentoriverfront.org/master-plan.htm>
- "The City of West Sacramento General Plan Update: Supplemental Environmental Impact Report" (January 2000)
- "The City of West Sacramento General Plan Update: Issues and Opportunities Report" (June 2008) <http://mintierharnish.com/projects/westsac/docs.html>
- "The City of West Sacramento General Plan: Policy Document" (Revised December 2004)
http://www.cityofwestsacramento.org/cityhall/departments/comdev/Documents/Plan_GPPolicy.pdf
- "The City of West Sacramento General Plan: Background Document" (Revised June 2000)
http://www.cityofwestsacramento.org/cityhall/departments/comdev/Documents/Plan_GPBackground.pdf
- DKS Associates Traffic Demand Model
<http://www.cityofwestsacramento.org/cityhall/cowstdmu.pdf>

- Super Cumulative Traffic Study: Analysis of Six Combined Development Projects in Southport Area (Draft)
<http://www.cityofwestsacramento.org/cityhall/departments/comdev/Documents/sctrafficstudydraft.pdf>
- "The City of West Sacramento: Parks Master Plan" by Smith Group JJR (September 2003)
- "The City of West Sacramento: Southport Framework Plan" (Amended August 5, 1998)
<http://www.cityofwestsacramento.org/cityhall/departments/comdev/Documents/documents/Southportframework.pdf>
- "Southport Access Study" by CH2M HILL (June 1989)
- "The City of West Sacramento: Bicycle and Pedestrian Path Master Plan" (Addendum- 1995)
- The draft Bicycle, Pedestrian, and Trails Master Plan
<http://www.cityofwestsacramento.org/cityhall/departments/comdev/bikepedtrail.cfm>
- White Paper on Broadway Bridge Feasibility Study by Hoyt Company
<http://www.cityofwestsacramento.org/cityhall/departments/comdev/Documents/documents/BroadwayBridgeWhitePaper.pdf>
- West Sacramento & Sacramento Downtown Riverfront Bridge Alternatives (March 5, 2007)
<http://www.cityofwestsacramento.org/cityhall/departments/comdev/Documents/documents/20070305FinalBridgeAlternatives.pdf>

City of Sacramento Documents

- The City of Sacramento General Plan <http://www.sacgp.org/>
- Railyards Specific Plan <http://www.cityofsacramento.org/dsd/projects/railyards/index.cfm>
- Docks Area Concept Plans
<http://www.cityofsacramento.org/econdev/DocksAreaProject.html>
- City of Sacramento Bikeway Master Plan
<http://www.cityofsacramento.org/transportation/engineering/fundingalternate.html>
- City of Sacramento Pedestrian Master Plan
http://www.cityofsacramento.org/transportation/dot_media/street_media/sac-ped-plan_9-06.pdf
- Merged Downtown Redevelopment Project Area Implementation Plan
http://www.cityofsacramento.org/econdev/msc/pdfs/2002status_md.pdf
<http://www.cityofsacramento.org/econdev/msc/pdfs/2005%20Downtown%20Redev%20Strategy.pdf>

Prior Direction on Broadway Bridge concept

In October 2006, the City Councils of Sacramento and West Sacramento authorized execution of a Cooperative Agreement to proceed with a Broadway Bridge concept and feasibility study. The two cities released a Request for Proposals, completed consultant selection, and began preliminary discussions with some of the interested public. Staff found that it was premature to begin looking at technical feasibility of a bridge located at Broadway without first determining the purpose of a new crossing or crossings over the Sacramento River and involving the public in this discussion.

In March 2009, the Sacramento City Council directed staff to proceed with determining the purpose of and need for new Sacramento River crossing(s) and analyze crossing alternatives.

PROJECT MANAGEMENT

The selected consultant team (Consultant) shall appoint an experienced Project Manager to serve as the regular and primary point of contact for the project. The Consultant will manage all aspects of the project to maintain project schedule and budget. Monthly progress reports will be prepared and submitted to the City of Sacramento. Such reports will address progress of work; project schedule; information/decisions required to maintain the project schedule and completed deliverables; problems encountered that may affect the schedule, budget, or work products; and anticipated work, action items, and review activities for the following month. Invoices shall list expenditures for the invoice period, total expenditures to date, and remaining budget by task.

The Consultant shall be responsible for the following:

1. Leading regular status/coordination meetings with City staff as necessary and providing minutes for these meetings;
2. Providing continuing consultation and advice, through oral and written communications on all matters relating to project; and
3. Maintaining continuous liaison with the City and interested public and agencies.

SCOPE OF WORK

The Sacramento River Crossing(s) Alternatives Study will incorporate a public outreach approach that provides for meaningful engagement of interested parties in determining the purpose of and need for new crossing(s) connecting Sacramento and West Sacramento, within the general vicinity of the Central City. The purpose and need information will be used to develop concept-level planning for the number, type and location of crossing(s). In this context, type means defining if the crossing will accommodate pedestrians, bicyclists, automobiles, buses, streetcar, and /or light rail vehicles. Planning level analysis will be included related to evaluating the alternative locations, the number of crossings, and the type of crossing(s). The consultant will be required to develop a prioritization mechanism and identify the top 2 crossing priorities. The consultant will be required to provide all services and work to prepare the Study that includes the identification of "Purpose and Need" for crossing(s), preliminary planning and evaluation of alignments and connections to existing transportation system, alternative bridge crossings that address all transportation modes, planning and conceptual feasibility analysis, traffic impact assessment and analysis, community outreach, and conducting environmental screening.

The Consultant is expected to include any additional work items felt to be appropriate and/or necessary for the successful completion of this project. The products prepared

for the project shall be completed using units in United States Standard Measures (English Units).

The Scope of Work shall include, but not limited, to the following tasks:

A. Purpose and Need Statement

The Consultant shall prepare a Purpose and Need statement for the project. This will include a discussion of rationale (i.e. traffic circulation, economic development, waterfront connectivity) supporting the need for an additional bridge or bridges between Sacramento and West Sacramento including the type of transportation modes that will be served by the bridge(s). The rationale presented should show how a specific location for the proposed bridge or bridges within the study limits meets the purpose and need.

B. Determine Bridge Locations

The Consultant will evaluate location and alignment options for the proposed bridge crossings. This would include the evaluation of street connections on both sides of the river to ensure existing and proposed bridge crossings have adequate connectivity to various routes and streets.

C. Public Outreach

A key component to the study is public involvement and input. The Consultant shall prepare a comprehensive public involvement program that is tailored to meaningfully engage various communities within each city and all stakeholders in neighborhoods likely to be affected by proposed crossing(s). The Consultant shall assess and provide continuity with public input from other planning processes within the region, including the SACOG Metropolitan Transportation Plan update, and the cities of Sacramento and West Sacramento updated General Plans, the Regional Transit Action Plan, the Downtown/Riverfront Streetcar Starter line, and other planning work. The proposal should include a listing of the interested parties that will be involved.

The Consultant shall prepare and implement a public outreach plan which shall include outreach of various forms to a range of stakeholders. The Consultant shall report on public support for the project and summarize all comments received on the bridge crossings and concepts developed.

The Consultant shall manage and implement a public outreach and involvement program, which includes open house meetings, as well as individual meetings with stakeholders in the area, and focused meetings to discuss specific issues. Stakeholders include property and business owners, local developers, business associations, non-profits, residents, neighborhood associations, public agencies, regulatory agencies, special interest and advocacy groups and private organizations.

A component will be outreach to regulatory agencies that will be involved in planning studies, design, environmental analysis, and funding of future river crossing(s). The cities of Sacramento and West Sacramento anticipate that future Sacramento River Crossing(s) will be reliant upon federal transportation funding for design, environmental and construction phases. This preliminary planning work must be completed in conformance with federal project delivery requirements and appropriate regulatory agencies will have to be engaged.

The Consultant should outline the public meetings necessary to meet project objectives in the public involvement plan. Presentations before the Waterfront Coordinating Committee (WCC), policy boards, City Councils or other public bodies should be included. At a minimum, required meetings include at least two (2) WCC meetings, two (2) Council meetings in each city, and two (2) public workshop meetings.

D. Opportunities and Constraints Analysis

Physical and institutional constraints which affect the bridge design and project costs shall be identified and analyzed. A broad review of adjacent neighborhood traffic concerns and development of alternatives to reduce these concerns should be evaluated. The development of alternatives should consider connections to and along the riverfront for vehicles, pedestrians, and bicyclists. Consultant shall formulate recommendations for working within any identified constraints, and shall identify opportunities and provide recommendations for maximizing opportunities.

E. Environmental Screening and Permitting Requirements

The intent of this task is to identify potentially significant environmental impacts, State or Federal permitting requirements for the various crossing(s) and alternatives. This information will be used as a factor in prioritizing the crossing projects to determine which to proceed with first.

F. Traffic Analysis

The consultant shall quantify present and future traffic volumes on applicable local streets and mainline freeways. The consultant shall work with staff from both cities to develop assumptions about future circulation and traffic volumes. The goal of this task is to provide an avenue for the comparison of future traffic impacts with and without the project so the various crossing locations and modality types can be compared and evaluated.

G. Cost Estimates

To evaluate and compare project alternatives, a range of planning level cost estimates will be developed. Estimates will include environmental, design and permitting costs necessary to construct the project along with anticipated construction costs.

H. Analysis of Options

Based on above items, the proposer should develop a method for analyzing the options and evaluating them into an implementation ranking order.

I. Final Report

The Consultant shall prepare the Study with recommendations for presentation to the West Sacramento and Sacramento City Councils, Waterfront Coordinating Committee, and other policy boards.

The Sacramento River Crossing(s) Study will document all work completed and summarize the feasibility, conceptual engineering, environmental screening, traffic analysis and design conclusions, including the following:

- Purpose and Need Statement in accordance with federal project requirements;
- Crossing Alternatives;
- Potential conceptual cross sections;
- Environmental impact screening list;
- Opportunities and constraints analysis;
- Operating and maintenance assumptions and requirements;
- Summary of Community Input/Interest;
- Traffic Analysis;
- Analysis of options;
- Planning level cost estimates for bridge options;
- Cost to Benefit Analysis;
- Project financing, including potential funding sources for capital and operating costs; and
- Recommendation for preferred alternative for initial project implementation based on above items. This may be one or two crossings dependent upon modes served.

The estimated budget for the project is \$150,000.

PROPOSAL GUIDELINES

These guidelines were developed to help assure consistency in format and content of the Proposals prepared by consultants for submission. The Proposal should contain the following information in the order listed:

1. Introductory Letter
2. Office Location(s) At Which Work Will Be Performed Including Subconsultants
3. Qualifications and Experience
4. References
5. Work Plan
6. Project Schedule
7. Conflict of Interest Statement
8. Insurance Coverage
9. Supportive Information
10. Cost Proposal
11. Emerging and Small Business Enterprise Project Participation Requirements

Recommended Detail

1. Introductory Letter

The introductory letter should be addressed to:

City of Sacramento
Department of Transportation
Attn: Fran Halbakken, Operations Manager
915 I Street, Room 2000
Sacramento, CA 95814

Specify the name of the firm submitting the Proposal, its mailing address, telephone number, fax number and the name of the individual to contact if further information is desired. This letter should contain a statement of the consultant's basic understanding of the project. This should be based on information available in this Request for Proposal, site visits, available documents, and applicable regulations or requirements. This letter should also contain an expression of the consultant's interest in the work, a statement regarding the qualifications of the consultant to do the work and any summary information on the project team or the consultant that may be useful or informative to the City.

Along with the introductory letter, the consultant should address the acceptability of the terms and conditions for the standard Contract for Services contained in Appendix D. Any proposed deviations and modifications to the agreement should be noted, with reasons given, in the introductory letter for review by the City.

2. Office Location

Identify the office location or locations where the work will be accomplished by the consultant and any subconsultants.

3. Qualifications and Experience

Include an organization chart for the proposed team and specify role of team members. Identify key individuals, including subconsultants, who are proposed to be part of the team along with their qualifications and experience as related to the project. Experience on similar or related projects should be included. Individual resumes should identify the number of years of relevant experience working for current firm and others; not to be combined. Also, in identifying an individual's experience, indicate whether the person performed the work while with their current firm or prior. Describe the responsibilities of key team members and how the team will interact. The information should include the expected amount of involvement for each of these individuals on this project. The statement should contain a listing of current work commitments to other projects or activities in sufficient detail to show that the organization and all of the individuals assigned to the project will be available throughout the project. Any changes in key personnel after the consultant agreement is executed must be approved by the City before the change is made.

Describe the Consultant's available firm resources and capability for actually undertaking and performing the work. Types and locations of similar work performed in the last five

years that best characterize the quality and cost control of the consultant should be included. Names and phone numbers of individuals who can provide information related to work quality and cost control should be included. Resources, including management and organization capabilities, should be addressed.

4. References

All key individuals listed in the organization chart should have professional references listed. Provide a minimum of 5 references, with current phone numbers, for whom the project team member has performed work in the past 5 years. References of agency project managers on similar projects, or other responsible individuals who have recent, direct, working experience with the proposed key individual shall be provided. References will be contacted as part of the selection process.

5. Work Plan

The work plan will ultimately become part of the contract by reference. It should describe in a specific and straightforward manner both the consultant's understanding of the project and the proposed approach to achieving the objectives and accomplishing the tasks described in this Request for Proposal. It should be concise, yet include sufficient detail to completely describe the planned approach. Description of how the objectives will be achieved shall be presented in a logical, innovative, and rational plan. **THE PLAN SHOULD DESCRIBE EACH PHASE OR TASK OF THE WORK TO BE UNDERTAKEN INCLUDING THE PERSON-HOUR LEVEL OF EFFORT FOR EACH CLASS OF PERSONNEL AND FOR EACH SUBCONSULTANT, INCLUDING DELIVERABLES TO BE PROVIDED. ALSO, IDENTIFY THE TOTAL NUMBER OF HOURS TO COMPLETE THE PROJECT.** The results are expected to be presented in terms of the language and working tools of the practicing engineer or administrator so as to be immediately useful. The Consultant should specify any tasks that are assumed to be accomplished by City staff and the general level of participation expected.

6. Project Schedule

The prospective consultant shall prepare a comprehensive schedule to complete the tasks listed in the Scope of Services. The schedule shall show the major tasks identified in the Scope of Work, how long it will take to complete each task, and the completion date of each task. This schedule should include time allowed for review by the City and other governmental and regulatory agencies. The schedule should also include City Council (Sacramento and West Sacramento) meetings for presentation and approval of the Sacramento River Crossing(s) work and the other meetings described in the public outreach portion of the RFP.

7. Conflict of Interest Statement

The prospective consultant shall disclose any financial, business or other relationship with the City that may have an impact upon the outcome of this contract or the City's project. The prospective consultant shall also list current clients who may have a financial interest

in the outcome of this contract or the City construction project that will follow. In particular, the prospective consultant shall disclose any financial interest, or relationship with any owner/developer that might have future improvements in the vicinity of the project.

8. Insurance Coverage

The prospective consultant shall provide a summary of the firm's insurance coverage for comprehensive, general liability, professional liability, automotive liability and worker's compensation insurance, all in conformance with Appendix C.

9. Supportive Information

Supportive information may include graphs, charts, photos, resumes, references, etc., and is to the Consultant's complete discretion.

10. Cost Proposal

The Consultant shall provide a proposed budget for completion of the work, broken down by individual work task. Within each work task, the cost should be further broken down by personnel working on the task (by prime and subconsultant), number of hours of work assigned to each personnel on that task, and their hourly rate. The cost proposal should include all costs for which the consultant expects to be paid and shall include a total figure for all work to be performed including any supplies, equipment, transportation, or other services necessary to perform the proposed services. **The cost proposal (six copies) shall be submitted in a separate, sealed envelope.**

Cost proposals from consultants not selected for an interview will be returned unopened.

11. Emerging and Small Business Enterprise Project Participation Requirements

To be responsive to the City's RFP, the following items shall be included in the qualification statement:

- All consultants shall submit an executed copy of the City's Emerging and Small Business Enterprises (E/SBE) certification form (Appendix C)
- Non-E/SBE consultants shall describe how they will attempt to meet the City's required 20% E/SBE participation goal for this project.

To receive the preference points identified in the Evaluation Criteria in Appendix B, the consultant must satisfy the following criteria at the time the qualification statement is submitted:

- Be certified by the City of Sacramento as a Small Business Enterprise (SBE) or Emerging Business Enterprise (EBE) by the City of Sacramento.

SELECTION PROCEDURE

After receipt of all proposals, staff of the cities of Sacramento and West Sacramento will conduct an evaluation of the written proposals and develop a ranking of the proposals. The most qualified proposers will make oral presentation before an appraisal committee. Oral presentation is tentatively set for the period of October 12 - 30, 2009. The final ranking will be based on a combination of the oral presentation and the written proposal scores. The City will then negotiate a contract price that is reasonable and agreed to by the City with the firm having the highest ranking. If there are unresolved issues and negotiations are unsuccessful with the top ranked firm, negotiations with that firm will be formally terminated, and the City may attempt to negotiate an agreement with the next highest ranked firm. Aside from announcing the top ranked proposal, the ranking will be kept confidential. Award of the Consultant's contract will be subject to the approval of the City Council of Sacramento and West Sacramento.

The firm that is selected to do the work must meet the City of Sacramento's minimum insurance requirements prior to the award of the contract. These requirements are included in the sample Professional Services Agreement (Appendix D).

SELECTION CRITERIA

1. The Consultant selected for this project shall have demonstrated experience in the preparation of transportation planning and feasibility studies; environmental assessments; cost estimates for roadway improvements and bridges; public outreach and involvement; federal transportation project delivery process; local government finance; and related services on projects similar in type, size, and complexity.
2. Selection will be based upon the following factors:
 - ◆ Consultant's understanding of the City's desires and general approach to the project as demonstrated in the project description and scope of work.
 - ◆ Proposed workplan.
 - ◆ The completeness of the work included in the Proposal.
 - ◆ Consultant's, Project Manager's, and Project Team's experience with similar projects comparable in type, size, and complexity.
 - ◆ Qualifications, availability and commitment of the Consultant's staff being assigned to this project.
 - ◆ Demonstrated ability of the Consultant to perform high quality work, to control costs and to meet time schedules.
 - ◆ Demonstrated ability of the Consultant team to work effectively together and with governmental agency staff.

- ◆ Oral presentation provided by the staff that will be assigned to the project, and senior level staff that will be available for consultation by the project staff.

QUESTIONS AND REVIEW OF MATERIAL

Copies of the background/reference documents identified in the background information section of this RFP will be made available to the Consultants for review (by appointment only), at the Department of Transportation. To make an appointment, or if you have any questions about this RFP, please contact Fran Halbakken at (916) 808-7194 or e-mail fhalbakken@cityofsacramento.org. The cut-off date for meeting or requesting information is Thursday, September 10, 2009.

SUBMITTAL DEADLINE

Six (6) copies of the proposal must be provided to David Flores, Jr., MPA, Contracts & Compliance Specialist, at the following address by **4:30 p.m. on Friday, September 25, 2009.**

City of Sacramento
Department of Transportation
915 I Street, Room 2000
Sacramento, CA 95814

APPENDIX A - VICINITY MAP

Location Map for Sacramento River Crossing(s) Alternatives Study



NOTE: Area highlighted is not meant to represent fixed project study boundaries but provides general guidance. Proposal should include proposed boundaries for the study.

APPENDIX B
EVALUATION CRITERIA WORKSHEET

EVALUATION CRITERIA WORKSHEET

Project Number/Name _____

Panel Member Name _____ Consultant Firm Name _____

WRITTEN PROPOSAL	MAXIMUM POINTS	REVIEWER SCORE
Introductory Letter – Reflects project understanding and summarizes critical issues, challenges, milestone tasks, and appropriate resourcing.	5	
Project Team – Team organization, qualifications and experience of the firm, project manager, team, and subconsultants on similar projects. Experience with City, state and federal projects and procedures.	20	
Availability - Key personnel are available and committed to the project	5	
Workplan – Assignment, understanding, and organization of tasks, understanding of interrelationship of critical tasks, hour commitment to each task, deliverables.	20	
Quality Control - Consultant's internal controls, communications with City are adequate and timely, assurance for complete submittals.	5	
Schedule – adequacy and reasonableness of schedule and deadlines.	5	
SUBTOTAL FOR SHORTLISTING	60	
References – see worksheet	10	
SUBTOTAL TO INTERVIEWS	70	
INTERVIEW		
Presentation by PM - project understanding, critical issues, innovation, and solutions.	10	
Presentation by team – experience, roles and responsibilities, communication and coordination between team members, agencies, and City.	10	
Q&A – response to panel's questions.	10	
SUBTOTAL WITH INTERVIEWS	30	
TOTAL (Add 5 points for E/SBE prime on City funded projects only)	100 (105)	
RANKING OF CONSULTANT FIRM (assigned after completion of scoring)		

APPENDIX C

EMERGING AND SMALL BUSINESS ENTERPRISE (E/SBE) PROJECT PARTICIPATION REQUIREMENTS

EMERGING AND SMALL BUSINESS ENTERPRISE (E/SBE) PARTICIPATION REQUIREMENTS

****ITEMS REQUIRING PROPOSER RESPONSE****

NOTE: *Proposers must provide responses to the following items. Failure to provide a response to each of the items in this section may be grounds for rejection of the proposal.*

1. **SMALL BUSINESS ENTERPRISE (SBE) CERTIFICATION**

Is the firm submitting the proposal certified by the State of California or the City of Sacramento as a small business enterprise? Check the appropriate block below:

- ☐ **YES** – the firm submitting the proposal is certified by the State of California and/or the City of Sacramento as a small business enterprise.
- ☐ **NO** – the firm submitting the proposal is not certified by the State of California or the City of Sacramento as a small business enterprise.

If the response to the above is YES, provide the State of California and/or City of Sacramento Certification Number: _____

2. **EMERGING BUSINESS ENTERPRISE (EBE) CERTIFICATION**

Is the firm submitting the proposal certified by the City of Sacramento as an *emerging* business enterprise? Check the appropriate block below:

- ☐ **YES** – the firm submitting the proposal is certified by the City of Sacramento as an emerging business enterprise.
- ☐ **NO** – the firm submitting the proposal is not certified by the City of Sacramento as an emerging business enterprise.

If the response to the above is YES, provide the City of Sacramento Certification Number: _____

NOTE: SBE/EBE FIVE PERCENT (5%) PROPOSAL EVALUATION PREFERENCE

On February 9, 1999, the Sacramento City Council adopted an Emerging and Small Business Development program to provide enhanced opportunities for the participation of small business enterprises (SBEs) and emerging business enterprises (EBEs) in the City's contracting and procurement activities. Any proposal submitted by a firm that is certified as an EBE or SBE by the City of Sacramento will receive a five percent (5%) proposal evaluation preference for the purpose of determining the highest ranking proposal. To receive this proposal evaluation preference, a firm must be certified as a SBE or EBE at the time of proposal opening. Questions regarding eligibility for SBE/EBE certification should be addressed to the City of Sacramento Office of Small Business Development at (916) 808-6747.

CITY OF SACRAMENTO SUBCONSULTANTS and E/SBE PARTICIPATION VERIFICATION

[illegible]

APPENDIX D
PROFESSIONAL SERVICES AGREEMENT

PROJECT #:
PROJECT NAME:
DEPARTMENT:
DIVISION:

CITY OF SACRAMENTO

PROFESSIONAL SERVICES AGREEMENT FOR DESIGN SERVICES

**TO BE USED FOR DESIGN PROFESSIONAL SERVICES PERFORMED BY
LICENSED ARCHITECTS, LANDSCAPE ARCHITECTS OR PROFESSIONAL
LAND SURVEYORS OR REGISTERED PROFESSIONAL ENGINEERS**

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

Name of Contractor
Address
Phone/Fax

("CONTRACTOR"), who agree as follows:

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

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

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

Executed as of the day and year first above stated.

CITY OF SACRAMENTO
A Municipal Corporation

By: _____

Print name: _____

Title: _____

For: Ray Kerridge, City Manager

APPROVED TO AS FORM:

City Attorney

ATTEST:

City Clerk

Attachments

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

CONTRACTOR:

NAME OF FIRM

Federal I.D. No.

State I.D. No.

City of Sacramento Business Op. Tax Cert. No.

TYPE OF BUSINESS ENTITY (*check one*):

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

Signature of Authorized Person

Print Name and Title

Additional Signature (*if required*)

Print Name and Title

**DECLARATION OF COMPLIANCE
Equal Benefits Ordinance**

Name of Contractor: _____

Address: _____

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

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

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

4. Contractor understands that Contractor will not be considered to be discriminating in the provision or application of employee benefits under the following conditions or circumstances:
 - a. If the actual cost of providing a benefit to a domestic partner or spouse exceeds the cost of providing the same benefit to a spouse or domestic partner of an employee, Contractor will not be required to provide the benefit, nor shall it be deemed discriminatory, if Contractor requires the employee to pay the monetary difference in order to provide the benefit to the domestic partner or to the spouse.
 - b. If Contractor is unable to provide a certain benefit, despite taking reasonable measures to do so, if Contractor provides the employee with a cash equivalent Contractor will not be deemed to be discriminating in the application of that benefit.
 - c. If Contractor provides employee benefits neither to employee's spouses nor to employee's domestic partners.
 - d. If Contractor provides employee benefits to employees on a basis unrelated to marital or domestic partner status.
 - e. If Contractor submits written evidence of making reasonable efforts to end discrimination in employee benefits by implementing policies that will be enacted before the first effective date

after the first open enrollment process following the date this Agreement is executed by the City of Sacramento ("City"). Contractor understands that any delay in the implementation of such policies may not exceed one (1) year from the date this Agreement is executed by the City, and applies only to those employee benefits for which an open enrollment process is applicable.

- f. Until administrative steps can be taken to incorporate nondiscrimination in employee benefits. The time allotted for these administrative steps will apply only to those employee benefits for which administrative steps are necessary and may not exceed three (3) months from the date this Agreement is executed by the City.
 - g. Until the expiration of a current collective bargaining agreement(s) if employee benefits are governed by such collective bargaining agreement(s).
 - h. Contractor takes all reasonable measures to end discrimination in employee benefits by either requesting that the union(s) involved agree to reopen the agreement(s) in order for Contractor to take whatever steps are necessary to end discrimination in employee benefits or by ending discrimination in employee benefits without reopening the collective bargaining agreement(s).
 - i. In the event Contractor cannot end discrimination in employee benefits despite taking all reasonable measures to do so, Contractor provides a cash equivalent to eligible employees for whom employee benefits are not available. Unless otherwise authorized in writing by the City Manager, Contractor understands this cash equivalent must begin at the time the union(s) refuse to allow the collective bargaining agreement(s) to be reopened or not longer than three (3) months after the date this Agreement is executed by the City.
- 5. Contractor understands that failure to comply with the provisions of Section 4(a) through 4(i), above, will subject Contractor to possible suspension and/or termination of this Agreement for cause; repayment of any or all of the Agreement amount disbursed by the City; debarment for future agreements until all penalties and restitution have been paid in full and/or for up to two (2) years; and/or the imposition of a penalty, payable to the City, in the sum of \$50.00 for each employee, for each calendar day during which the employee was discriminated against in violation of the provisions of the Ordinance.
 - 6. Contractor understands and agrees to provide notice to each current employee and, within ten (10) days of hire, to each new employee, of their rights under the Ordinance. Contractor further agrees to maintain a copy of each such letter provided, in an appropriate file for inspection by authorized representatives of the City. Contractor also agrees to prominently display a poster informing each employee of these rights.
 - 7. Contractor understands that Contractor has the right to request a waiver of, or exemption from, the provisions of the Ordinance by submitting a written request to the City's Procurement Services Division prior to Agreement award, which request shall identify the provision(s) of the Ordinance authorizing such waiver or exemption and the factual basis for such waiver or exemption. The City shall determine in its sole discretion whether to approve any such request.
 - 8. Contractor agrees to defend, indemnify and hold harmless, the City, its officers and employees, against any claims, actions, damages, costs (including reasonable attorney fees), or other liabilities of any kind arising from any violation of the Requirements or of the Ordinance by Contractor.

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

Signature of Authorized Representative

Date

Print Name

Title

EXHIBIT A

PROFESSIONAL SERVICES AGREEMENT FOR DESIGN SERVICES

SCOPE OF SERVICES

1. Representatives.

The CITY Representative for this Agreement is:

Name/Title
Address
Phone/Fax/E-mail

All CONTRACTOR questions pertaining to this Agreement shall be referred to the CITY Representative or the Representative's designee.

The CONTRACTOR Representative for this Agreement is:

Name/Title
Address
Phone/Fax/E-mail

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

2. Professional Liability Insurance. Professional Liability (Errors and Omissions) insurance is ___ is not ___ [check one] required for this Agreement. If required, such coverage must be continued for at least _____ year(s) following the completion of all Services and Additional Services under this Agreement. (See Exhibit D, Section 11, for complete insurance requirements.)

3. Conflict of Interest Requirements.

A. **Generally.** Under the California Political Reform Act, Government Code §§ 81000 et seq., designated employees of the CITY are required to comply with the CITY's Conflict of Interest Code. The term Adesignated 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 Aconsultants@ under the Political Reform Act. The term Aconsultant@ generally includes individuals who make, or participate in making, governmental decisions or who serve in a staff capacity. Individuals who perform work that is solely clerical, ministerial, manual or secretarial are not "consultants."

The CITY's Conflict of Interest Code requires designated employees, including individuals who qualify as "consultants", to file the following statements of economic interests:

- (1) An "assuming office" statement of economic interests to be filed within 30 days after execution of the agreement between the City and the contractor;
- (2) Annual statements of economic interests while the agreement remains in effect, to be filed not later than April 30 of each year; and
- (3) A "leaving office" statement of economic interests to be filed within 30 days of completion of the contract.

The above statements of economic interests are public records subject to public disclosure under the California Public Records Act.

The CITY's Conflict of Interest Code also requires individuals who qualify as "consultants" under the Political Reform Act to comply with the conflict of interest provisions of the Political Reform Act, which generally prohibit individuals from making or participating in the making of decisions that will have a material financial effect on their economic interests.

- B. **Conflict of Interest Statements.** The individual(s) who will provide services or perform work pursuant to this Agreement are "consultants" within the meaning of the Political Reform Act and the CITY's Conflict of Interest Code: ☐ yes ☐ no *[check one]*

If "yes" is checked above, CONTRACTOR shall cause the following to occur within 30 days after execution of this Agreement:

- (1) Identify the individuals who will provide services or perform work under this Agreement as "consultants";
- (2) Cause these individuals to file with the CITY Representative the assuming office statements of economic interests required by the CITY's Conflict of Interest Code.

Thereafter, throughout the term of the Agreement, CONTRACTOR shall cause these individuals to file with the CITY Representative annual statements of economic interests, and "leaving office" statements of economic interests, as required by the CITY's Conflict of Interest Code. The CITY may withhold all or a portion of any payment due under this Agreement until all required statements are filed.

4. Scope of Services. *[Describe services to be provided here, or, if scope of services is described in an attachment, label the attachment "Attachment 1 to Exhibit A" and include the following sentence:]*

The services provided shall be as set forth in Attachment 1 to Exhibit A, attached hereto and incorporated herein.

5. Time of Performance. The services described herein shall be provided during the period, or in accordance with the schedule, set forth in the scope of services.

EXHIBIT B

PROFESSIONAL SERVICES AGREEMENT FOR DESIGN SERVICES

FEE SCHEDULE/MANNER OF PAYMENT

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

- C. Items shall be separated into Services and Reimbursable Expenses. Billings that do not conform to the format outlined above shall be returned to CONTRACTOR for correction. CITY shall not be responsible for delays in payment to CONTRACTOR resulting from CONTRACTOR's failure to comply with the invoice format described below.
- D. Requests for payment shall be sent to:

Office
Address
Phone/Fax

Attn: _____

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

EXHIBIT C

PROFESSIONAL SERVICES AGREEMENT FOR DESIGN SERVICES

FACILITIES AND EQUIPMENT TO BE PROVIDED BY CITY

CITY shall [*check one*] ☐ Not furnish any facilities or equipment for this Agreement; or
 ☐ furnish the following facilities or equipment for the Agreement; [*list, if applicable*]

EXHIBIT D

PROFESSIONAL SERVICES AGREEMENT FOR DESIGN SERVICES

GENERAL PROVISIONS

1. Independent Contractor.

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

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

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

data, and other vital information (hereafter collectively referred to as "City Information") that are valuable, special and unique assets of the CITY. CONTRACTOR agrees to protect all City Information and treat it as strictly confidential, and further agrees that CONTRACTOR shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party without the prior written consent of CITY. In addition, CONTRACTOR shall comply with all CITY policies governing the use of the CITY network and technology systems, as set forth in applicable provisions of the City of Sacramento Administrative Policy Instructions # 30. A violation by CONTRACTOR of this Section 6 shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

7. CONTRACTOR Information.

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

notice provided by CITY and/or to enter into an agreement with CITY, in accordance with the provisions of subsection C, above, shall constitute a complete waiver by CONTRACTOR of any rights regarding the information designated "trade secret" by CONTRACTOR, and such information shall be disclosed by CITY pursuant to applicable procedures required by the Public Records Act.

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

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

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

by CONTRACTOR. The foregoing is cumulative and does not affect any right or remedy that CITY may have in law or equity.

10. Indemnity.

- A. Indemnity: CONTRACTOR shall defend, hold harmless and indemnify CITY, its officers and employees, and each and every one of them, from and against any and all claims, actions, damages, costs, liabilities, demands, losses, judgments, penalties and expenses of every type and description, including, but not limited to, any fees and/or costs reasonably incurred by CITY's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Claims"), including but not limited to Claims arising from personal injury or death, damage to personal, real or intellectual property or the environment, contractual or other economic damages, or regulatory penalties, that arise out of, pertain to or relate to any negligent act or omission, recklessness or willful misconduct of CONTRACTOR, its sub-consultants, subcontractors or agents, and their respective officers and employees, in connection with performance of or failure to perform this Agreement, whether or not such Claims are litigated, settled or reduced to judgment; provided that the foregoing indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, damage or expense to the extent arising from (i) the sole negligence or willful misconduct of, or defects in design furnished by, CITY, its agents, servants, or independent contractors who are directly responsible to CITY, or (ii) the active negligence of CITY.
- B. Insurance Policies; Intellectual Property Claims: The existence or acceptance by CITY of any of the insurance policies or coverages described in this Agreement shall not affect or limit any of CITY's rights under this Section 10, nor shall the limits of such insurance limit the liability of CONTRACTOR hereunder. This Section 10 shall not apply to any intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of Section 7.B., above. The provisions of this Section 10 shall survive any expiration or termination of this Agreement.

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

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

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

A. Minimum Scope & Limits of Insurance Coverage

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

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

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

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

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

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

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

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

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

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

B. Additional Insured Coverage

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

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

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

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

C. Other Insurance Provisions

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

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

D. Acceptability of Insurance

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

E. Verification of Coverage

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

prior to execution of this Agreement. The CITY may withhold payments to CONTRACTOR and/or cancel the Agreement if the insurance is canceled or CONTRACTOR otherwise ceases to be insured as required herein.

F. Subcontractors

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

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

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

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

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

13. **Entire Agreement.** This document, including all Exhibits, contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Agreement. No alteration to the terms of this Agreement shall be valid unless approved in writing by CONTRACTOR, and by CITY, in accordance with applicable provisions of the Sacramento City Code.
14. **Severability.** If any portion of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.
15. **Waiver.** Neither CITY acceptance of, or payment for, any Service or Additional Service performed by CONTRACTOR, nor any waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.
16. **Enforcement of Agreement.** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court or Federal District Court located in Sacramento County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.
17. **Assignment Prohibited.** The expertise and experience of CONTRACTOR are material considerations for this Agreement. CITY has a strong interest in the qualifications and capability of the persons and entities who 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.

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 \$25,000.00. The Ordinance applies to that portion of a contractor's operations that occur: (i) within the City of Sacramento; (ii) on real property outside the City of Sacramento if the property is owned by the City or if the City has a right to occupy the property; or (iii) at any location where a significant amount of work related to a City contract is being performed.

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

DEFINITIONS

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

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

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

and that are generally protected by the First Amendment to the United States Constitution or that are primarily recreational in nature.

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

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

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

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

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

EMPLOYER COMPLIANCE CERTIFICATE AND NOTICE REQUIREMENTS

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

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

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

Attachment A



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

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

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

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

The included employee benefits are:

- | | |
|---|---|
| - Bereavement leave | - Moving expenses |
| - Disability, life and other types of insurance | - Pension and retirement benefits |
| - Family medical leave | - Vacation |
| - Health benefits | - Travel benefits |
| - Membership or membership discounts | - 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
Contract Services Unit
5730 24th St, Bldg 1
Sacramento, CA 95822

- Bring an action in the appropriate division of the Superior Court of the State of California against the Employer and obtain the following remedies:
 - Reinstatement, injunctive relief, compensatory damages and punitive damages
 - Reasonable attorney's fees and costs

Attachment B



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

If your employer provides employee benefits, they must be provided to those employees working on a City of Sacramento contract without discriminating between employees with spouses and employees with domestic partners.

The included employee benefits are:

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

If you feel you have been discriminated against by your employer . . .

You May . . .

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

City of Sacramento
Contract Services Unit
5730 24th St, Bldg #1
Sacramento, CA 95822
- ☐ Bring an action in the appropriate division of the Superior Court of the State of California against the employer and obtain reinstatement, injunctive relief, compensatory damages, punitive damages and reasonable attorney's fees and costs.

Discrimination and Retaliation Prohibited.

If you feel you have been discriminated or retaliated against by your employer in the terms and conditions of your application for employment, or in your employment, because of your status as an applicant or as an employee protected by the Ordinance, or because you reported a violation of this Ordinance . . .

You May Also . . .

Submit a written complaint to the City of Sacramento, Contract Services Unit, at the same address, containing the details of the alleged violation.