

REQUEST FOR PROPOSALS

**Streetcar Planning Study Request for Proposals
(PN: T15115800)**



CITY OF SACRAMENTO

September 2010

**Contact: Azadeh Doherty
Department of Transportation
915 I Street, Room 2000
Sacramento, CA 95814
Telephone: (916) 808-3137**

**Proposals Due By 4:30 PM, Friday, October 29, 2010
Department of Transportation
New City Hall, 915 I Street, Room 2000 Sacramento, CA 95814
ATTN: Jose R. Ledesma, Contracts Manager**

**Pre-Proposal Meeting will be held on 10:00AM, October 12, 2010
Department of Transportation
New City Hall, 915 I Street, 2nd Floor Conference Room 2105
Sacramento, CA 95814**

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Streetcar Planning Study Request for Proposals (PN: T15115800)

PROJECT SUMMARY

1) Project Scope:

The City of Sacramento Department of Transportation requests proposals from qualified consulting firms for planning and analysis related to potential streetcar routes in Sacramento. The purpose of the planning work is to develop a future network for a Sacramento streetcar system serving the Central City and other key destinations. The study should evaluate the feasibility of alternative streetcar routes, compare alignments for maximum economic, environmental and mobility benefits and finally, develop a priority list for funding and implementation. The study should also evaluate right of way/traffic impacts, origins and destinations, ridership and cost.

The coordinated transportation, land use, and mobility objective of this project is to provide an opportunity to complement Sacramento Regional Transit light rail system and improve transit services in strategic locations, and subsequently, promote compact, mixed-use development. The City of Sacramento 2030 General Plan focuses on higher density land uses in commercial corridors and near job centers. Having a variety of transportation choices which include streetcars promotes accessible alternatives to the automobile and supports the City's economic, land use and transportation goals. The 2030 General Plan is built upon the concept of Smart Growth with the stated objective of making Sacramento the Most Livable City in America.

2) Project Manager: Azadeh Doherty, City of Sacramento, Office of the Director, 915 I Street, Room 2000, Sacramento, CA 95814, Telephone (916) 808-3137.

3) Disadvantaged Business Enterprise (DBE) Goal Participation

As required by federal law, Caltrans has established a statewide overall Disadvantaged Business Enterprise (DBE) goal. In order to ascertain whether that statewide overall DBE goal is being achieved, Caltrans is tracking underutilized DBE (UDBE) participation on all federal-aid contracts administered by cities/counties and other local agencies.

To assist bidders in ascertaining UDBE availability for specific items of work, the City advises that it has determined that UDBEs could reasonably be expected to

compete for subcontracting opportunities on this project, and their likely availability for work on this project is **17.2%** percent. **Proposers must engage project participation of UDBEs in the specified percentage above or demonstrate Good Faith Effort (GFE) to do so in the event they are unable to meet the required level of UDBE participation on the project. Failure to comply will result in proposals being declared not responsive.**

- 4) A Pre-Proposal Meeting will be held on **10:00AM, October 12, 2010, Department of Transportation, New City Hall, 915 I Street, 2nd Floor Conference Room number 2105, Sacramento, CA 95814.** Attendance at this meeting is highly recommended, but not required.
- 5) Proposals shall be due **4:00PM, Friday, October 29, 2010, Department of Transportation, New City Hall, 915 I Street, Room 2000, Sacramento, CA 95814, ATTN: Jose R. Ledesma, Contracts Manager.** Proposers shall submit six (6) copies of a technical proposal and one (1) copy unbound, reproducible copy. DBE Participation Verification Forms shall be submitted in a separate envelope. **A fee proposal shall be submitted in a fee based cost format in a separate, sealed envelope.** The fee proposal will not be reviewed until the consultant selection process has been completed.

REQUEST FOR PROPOSALS

I. INTRODUCTION

As part of the 2010 federal and state programming, the Sacramento Area Council of Governments (SACOG) awarded a grant of federal funds to the City of Sacramento for a Streetcar Planning Study. Projects were selected for funding through this program based on the following principles: regional reduction in VMT, regional reduction in congested VMT, increase in multi-modal travel/alternative travel/choice of transportation options, provide long term economic benefit to the region, improve goods movements and significantly improve safety and security.

In order to support the City's Green Initiative, over the next few decades an extensive network of transit options will be necessary to serve the higher concentrations of people and jobs in Sacramento and minimize the increase in vehicle trips and vehicle miles produced by this growth. Streetcars provide a convenient, clean, and energy efficient option for shorter midday trips that might otherwise occur by automobile.

In addition to the transportation benefits, the modern streetcar has been reintroduced to many cities and serves as an economic development catalyst. The route alignment should promote existing development and maximize future development opportunities.

Since May 2006, the City of Sacramento has worked in partnership with the City of West Sacramento, Sacramento Regional Transit District and the Yolo County Transportation District to develop a streetcar project that will connect Downtown West Sacramento to Downtown Sacramento (Downtown Riverfront Streetcar line). Over the past several years, guided by a Policy Steering Committee (PSC) and a Technical Advisory Committee (TAC), the initial phase of this streetcar project was designed. The first phase of this project is anticipated to begin at the West Sacramento City Hall and end on the Sacramento side of the Tower Bridge. As part of this planning study, the consultant team is expected to complete the planning work and determine the alignment for Sacramento's portion of this project.

The Local Agencies involved in the Downtown Riverfront Streetcar project completed a feasibility study, conceptual engineering and environmental analysis for the streetcar project that connects West Sacramento to downtown Sacramento. The consultant team is expected to be familiar with all the prior work related to streetcar projects in Sacramento and build on existing work.

Recommended Reading

1. **Downtown Riverfront Streetcar Study**
<http://www.riversfrontstreetcar.com/documentation.html>
2. **Regional Transit - Transit Action Report** - <http://www.sacrt.com/tmpinfo.stm>
3. **Downtown Historic Trolley Feasibility Study (1995)**. A pdf copy available upon request.
4. **SACOG's Metropolitan Transportation Plan** - <http://www.sacog.org/mtp/2035/final-mtp/>

5. City of Sacramento's 2030 General Plan - <http://www.sacgp.org/index.html>

Tentative Schedule:

1. Request for Proposal – September 29, 2010
2. Pre-Proposal Meeting – October 12, 2010
3. Proposal Due Date – October 29, 2010
4. Interviews– November 15 or November 19th, 2010
5. Award of Contract – December 15, 2010

A. Proposal

Qualified consulting firms are invited to submit proposals on this project. Proposers shall submit six (6) copies of a technical proposal and one (1) copy unbound, reproducible copy. The proposal shall not exceed 30 pages. **A fee proposal shall be submitted in a fee based cost format in a separate, sealed envelope.** The fee proposal will not be reviewed until the consultant selection process has been completed. **The Subconsultant and DBE Participation form (Form 440), Exhibits 10-O1, 10-O2, and Exhibit 15-H** (if unable to meet UDBE project participation requirement) **must be submitted with the fee proposal in the sealed envelope.** The proposal requirements are described in Appendix B of this RFP.

B. Consultant Selection and Contract Negotiations

All proposals which satisfy the formal requirements outlined in the RFP will be scored and ranked, according to criteria provided in Appendix D — Evaluation Criteria. Based on the proposals and consultant interviews if required, negotiations will be entered into with the highest ranked firm. The City reserves its right to choose the consultant on the basis of the written proposal only.

C. City's Right to Reject Proposals

The City reserves the right to reject any and all submissions, request additional information, amend the project schedule, or issue additional requirements throughout the selection process. Once teams have been ranked, all ideas generated by teams may be used by the City for this project.

Information concerning this RFP will be posted on the City's Internet Web Site located at <http://www.cityofsacramento.org/bids/>. Please check the Internet site on a regular basis for notices on additional information and changes. No distribution list is maintained on this RFP and changes will not automatically be mailed or otherwise distributed to individuals that have received a copy of this RFP.

II. SCOPE OF SERVICES

The proposed planning project is envisioned to have two phases that will include evaluation of alternative streetcar routes, public outreach and financial analysis. Phase I will consist of feasibility analysis that includes the evaluation of alternative routes and completion of the Sacramento's Downtown Riverfront Streetcar route planning. Phase II will focus on the financial feasibility of implementing the preferred streetcar options and will also include outreach to stakeholders. The Consultant must propose the appropriate format and number of TAC, CAC and public meetings necessary to achieve the project goals. The culmination of the work shall be included in a Final Report.

Phase I - Route Analysis

The proposed planning study will evaluate the feasibility of alternative streetcar routes throughout strategic locations in the City, discuss operational feasibility and identify fatal flaws, compare alignments for maximum economic, and environmental and mobility benefits. The final report will include a preferred alternative for the project and a description of the route, stations, vehicles and service characteristics.

The project should focus on connecting some of the most active destinations in the City of Sacramento including: the dense urban central business district, the vacant 240 acre Railyards redevelopment area, the emerging commercial, arts, and entertainment neighborhood in Midtown, the R Street corridor, Sacramento State University campus, and the Arden Fair Mall area.

The planning process will include community-based stakeholder collaboration, partnership, and consensus building by identifying and engaging stakeholder groups to form both a Citizen Advisory Committee (CAC) and a Technical Advisory Committee (TAC) to participate in the development of routing alternatives and financing options. The City's Department of Transportation and Economic Development Department will take the lead in coordinating outreach efforts. The consultant team is expected to have an outreach professional that specializes in advocacy for streetcars and will lead the discussions and facilitate the streetcar project planning and implementing.

Deliverables:

1. A Purpose and Need Statement.
2. Demand Forecast. The analysis should include current demand for transit services as well as the future demand associated with residential and employment growth.
3. Ranking Criteria. Process to evaluate route alternatives and station locations. Ranking criteria should include economic development benefits, ridership, cost-effectiveness and funding feasibility.
4. Traffic Study. A complete traffic study to determine operational feasibility and identification of fatal flaws. In addition, for the initial streetcar line(s) the consultant

must identify traffic vs. segregated lanes; space and stop locations; impacts on street parking; signal phasing.

5. Transit Operational Analysis. To be done in coordination with Regional Transit to broadly determine the feasibility of operation and maintenance of the streetcar network.
6. Preferred Route Determination. A final list of feasible alternative streetcar routes that will be ranked according to the City's financial goals to produce the maximum economic, environmental and transportation benefits to the City of Sacramento.
7. Environmental Issues. General identification and listing of potential significant environmental impacts and issues.
8. Conceptual Engineering. Concept level engineering to support the other tasks and decision-making.

Phase II - Financial Analysis

The project consultant team is expected to provide a funding plan which identifies options for funding the capital and operating costs of the streetcar preferred project.

Deliverables for Final Report:

1. Economic development analysis on alternative routes to determine financial feasibility, projected future commercial growth and overall economic benefit.
2. Capital and operating cost analysis.
3. Funding Plan that identifies potential local, state, federal, and private funding sources.

III. PERSONNEL AND PERFORMANCE REQUIREMENTS

The ideal consulting team will bring experience in planning and designing streetcar systems in urban settings, devising private funding mechanisms, conducting environmental review and engaging and educating the public about the benefits of streetcars. The competitive teams will include individuals who have experience in planning, financing and implementing streetcar lines. The team must have knowledge of current federal transportation policies and funding opportunities for streetcar systems.

The ideal consulting team will bring experience in planning and designing streetcar systems in an urban setting, devising private funding mechanisms, expertise in traffic engineering, transit planning, financial planning and federal funding.

Specifically, the team should also have on board a facilitator/spokesperson who can facilitate the advisory meetings and educate stakeholders on streetcar benefits. This pivotal team member must possess public relations skills and a talent for communicating well with business owners,

developers, property owners, transit riders, residents, community groups, and other stakeholders. The person in this role should bring extensive experience in implementing streetcar routes in other communities. Consultant team should also have on board a public outreach specialist that can assist with all the activities associated with planning the CAC, TAC and public meetings, media relations, and outreach materials, in concert with the department's public information officer.

APPENDIX A

GUIDELINES FOR PREPARING PROPOSALS FOR PROFESSIONAL SERVICES

GUIDELINES FOR PREPARING PROPOSALS FOR PROFESSIONAL SERVICES

INTRODUCTION

These guidelines were developed to standardize the preparation of proposals by consultants for engineering services. The purpose of these guidelines is to help assure consistency in format and content of proposals that are prepared by consultants and submitted to the City. This process will reduce the time required for the consultant to prepare a proposal and will simplify the review process by City personnel.

The proposal should contain the following information in the order listed:

1. Introductory Letter
2. Office Location at which Work will be Performed
3. Qualifications and Experience of Assigned Staff
4. Work Plan
5. Project Schedule
6. Conflict of Interest Statement
7. Insurance Coverage
8. DBE Participation
9. Supportive Information
10. Work Hours and Cost Estimate
11. References

RECOMMENDED DETAIL

1. Introductory Letter

The introductory letter should be addressed to:

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

ATTN: Azadeh Doherty

Indicate the name of the firm submitting the proposal, its mailing address, telephone number, and the name of an 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 existing information available in the Request for Proposal, from a site visit, available documents, and from 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.

NOTE: Along with the introductory letter, the consultant should indicate his/her acceptability of the terms and conditions of the standard consultant services agreement contained in Exhibit E. Any proposed deviations and modifications to the agreement should be noted, with reasons given, in the introductory letter for review by the City. Changes to the agreement will not be considered by the City once selection has been made.

2. Office Location at Which Work will be Performed

The Contractor will provide office to the Construction Management team..

3. Qualifications and Experience of Assigned Staff

An organization chart for the proposed team shall be included.

Identify the 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. Describe the responsibilities of key team members and how the team will interact. The information should include the expected amount of involvement and time commitment for each of these individuals. The proposal should contain a listing of current work commitments to other projects or activities in sufficient detail to indicate that the organization and all of the individuals assigned to the proposed project will be able to meet the schedule outlined in the proposal. Any change in key personnel after the award of a project must be approved by the City before the change is made.

All key individuals listed in the organization chart should have the names, titles and current telephone numbers of personal references listed. References will be contacted as part of the selection process. References of agency project managers on similar projects, or other responsible individuals who have recent, direct, working experience with the proposed key individual are strongly recommended.

Describe the consultant's capability for actually undertaking and performing the work. Types and locations of similar work performed in the last three years that best characterizes the quality and cost control of the consultant should be included. Names and phone numbers of individuals that can provide information related to work quality and cost control should be provided. Resources, including management and organization capabilities, should be addressed.

4. Work Plan

The work plan will ultimately become part of the contract by reference to the proposal. 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. At a minimum, the work plan shall divide the work into phases matching the tasks detailed in this RFP. **THE PLAN SHOULD DESCRIBE EACH PHASE OR TASK OF THE WORK TO BE UNDERTAKEN INCLUDING THE MAN-HOUR LEVEL OF EFFORT FOR EACH CLASS OF PERSONNEL.** The plan should detail the prosecution of the work including the submission of plans, documents, reports, etc. 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.

5. Project Schedule

The prospective consultant shall prepare a comprehensive schedule to complete tasks listed in the Scope of Services. The schedule should show each activity, when that activity will begin, and how long it will continue. Give the number of weeks required for completion of each activity and identify activities that are interdependent. The schedule shall clearly differentiate between those functions carried out by the consultant, the City, and other interested parties.

6. 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 construction 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 construction company that might submit a bid on the City construction project.

7. Insurance Coverage

The prospective consultant shall provide a summary of the firm's insurance coverage for Comprehensive General Liability Insurance, Professional Errors and Omissions Insurance, Automotive Liability Insurance, and Worker's Compensation Insurance.

For additional information regarding insurance requirements, see Appendix C, General Information, of this RFP.

8. Disadvantaged Business Enterprise (DBE) Participation

This project is subject to Title 49, Code of Federal Regulations part 26 (49 CFR 26) entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." As required by federal law, Caltrans has established a statewide overall Disadvantaged Business Enterprise (DBE) goal. In order to ascertain whether that statewide overall DBE goal is being achieved, Caltrans is

tracking underutilized DBE (UDBE) participation on all federal-aid contracts administered by cities/counties and other local agencies.

In order to ensure Caltrans achieves its federally mandated statewide overall DBE goal, the City of Sacramento encourages the participation of Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR 26 in the performance of contracts financed in whole or in part with Federal Funds. The Consultant shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.

Proposers shall be fully informed in respect to the requirements of the DBE Regulations. The DBE Regulations in their entirety are incorporated herein by this reference. Attention is directed to the following matters:

- A. A DBE must be a small business concern as defined pursuant to Section 3 of U.S. Small Business Act and relevant regulations promulgated pursuant thereto;
- B. A DBE may participate as a prime contractor, subcontractor, joint venture partner with a prime or subcontractor;
- C. A DBE joint venture partner must be responsible for specific contract items of work, or clearly defined portions thereof. Responsibility means actually performing, managing and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest. ;
- D. A DBE must perform a commercially useful function, i.e., must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work;
- E. DBEs must be certified by the California Unified Certification Program (CUCP). Listings of DBEs certified by the CUCP are available from the following sources:
 - 1. The Caltran's "Civil Rights" web site at:
<http://www.dot.ca.gov/hq/bep>.
 - 2. The Caltran's DBE Directory. This Directory may be obtained from the Department of Transportation, Materiel Operations Branch, Publication Distribution Unit, 1900 Royal Oaks Drive, Sacramento, California 95815, Telephone: (916) 445-3520;

To assist bidders in ascertaining UDBE availability for specific items of work, the City advises that it has determined that UDBEs could reasonably be expected to compete for subcontracting opportunities on this project, and their likely availability for work on this project is **17.2% percent**. **Proposers must engage project participation of UDBEs in the specified percentage above or demonstrate Good Faith Effort (GFE) to do so in the event they are unable to meet the required level of UDBE participation on the project. Failure to comply will result in proposals being declared not responsive.**

The attached Subconsultant and DBE Participation form (Form 440), Exhibits 10-O1, 10-O2, and Exhibit 15-H (if unable to meet UDBE project participation requirement) must be submitted with the fee proposal in a sealed envelope.

NOTE: If awarded a contract, the Consultant shall maintain records showing the name and business address of each first-tier DBE subconsultant. The records shall show the date of payment and the total dollar figure paid to all of these firms. DBE prime consultants shall also show the date of work performed by their own forces along with the corresponding dollar value of the work. **Proof of payments made to DBE subconsultants shall be submitted with each invoice submitted to the City for the work they performed during the period covered by the invoice.**

9. Supportive Information

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

10. Work Hours and Cost Estimate

The consultant shall submit their proposed work hours and project cost estimate in a **separate, sealed 8 ½" x 11" envelope**. The estimate shall be submitted in a cost plus overhead plus fee format and should include the following detail:

- A. Work hours for each team member, by task, and total work hours by all members for each task.
- B. Billable rates of each member of the project team.
- C. Breakdown of direct costs, profit, indirect rate, and estimated reimbursable expenses, and markups.
- D. Project cost estimates and fee from each subconsultant on the project team for his/her portion of the work at the same level of breakdown noted above.

The work hour and fee estimate shall not be made available to the Consultant Selection Panel until the selection process is complete.

11. References

The section shall include a summary table showing the following information:

- Name of project, construction cost, and date consultant services were provided
- Names of consultant's project manager and key team personnel
- Scope of the consultant team's assignment on the project
- Name Address and current phone number of the Agency Project Manager

APPENDIX B

GENERAL INFORMATION

GENERAL INFORMATION

1. Consultant Selection Process

The consultant selection process is described below.

- A. After the period has closed for receipt of proposals, each service proposal will be opened and examined to determine compliance with the format requirements specified in the Request for Proposals (RFP). Any proposal that does not meet the format requirements will be eliminated from competition and returned to the consultant. The City may reject any proposal if it is conditional, incomplete, or contains irregularities. The City may waive an immaterial deviation in a proposal. Waiver of an immaterial deviation shall in no way modify the RFP documents or excuse the proposer from full compliance with the contract requirements if the proposer is awarded the contract.
- B. Each service proposal that meets the format requirements will be reviewed by a Consultant Selection Panel (CSP). CSP members will individually evaluate and score each technical proposal in accordance with the scoring system shown in Appendix D, Part I.
- C. Following independent evaluation and scoring, the CSP will meet to tally and average scores for each proposal.
- D. An oral presentation/interview will be scheduled for the top rank firms. The interviews/presentations will be scored in accordance with the scoring system shown in Appendix D, Part II and proposals will be ranked in order of total score. However, the City reserves the right to choose the consultant on the basis of the proposal only.
- E. Upon completion of the interviews/presentations if required, the City Department of Transportation will enter into negotiations with the top ranked consultant firm based on the evaluation criteria of Part I and Part II (if interviews/presentations are required). If agreement is reached, the firm will be recommended for award, subject to approval by the City Council. If agreement cannot be reached with the top ranked firm, the City Public Works Department will close negotiations and may enter into negotiation with the second ranked firm.
- F. All competitors will be notified of the results.

2. Late Submittal

A Proposal for Professional Services (PPS) is late if received at any time after the required submittal date and time. A PPS received after the specified time will not be considered and will be returned to the proposer.

3. Modification or Withdrawal of Submittal

Any PPS received prior to the date and time specified above for receipt of PPS may be withdrawn or modified by written request of the proposer. To be considered, however, the modified PPS must be received by the time and date specified.

4. Written Questions

Written questions should include the individual's name. The name and address of the firm must reference this RFP. Questions should be mailed to the following address:

City of Sacramento
Department of Transportation
Room 2000
915 I Street
Sacramento, CA 95814
ATTN: Azadeh Doherty

Or via e-mail to adoherty@cityofsacramento.org.

Responses to all written questions received will be mailed to each individual or firm receiving this RFP. **No phone calls, please.**

5. Signature

The PPS shall be transmitted with a cover letter that must be signed by an official authorized to bind the prospective consultant contractually and contain a statement that the PPS is a firm offer for a 90-day period.

The signed cover letter constitutes certification by the prospective consultant, under penalty of perjury, of the debarment and suspension certificate required under part 29, Title 49, CFR, and also constitutes certification under penalty of perjury, that the prospective consultant complies with non-discrimination requirements of the State and the Federal Government.

An unsigned PPS or one signed by an individual not authorized to bind the prospective consultant will be rejected.

6. Insurance

The consultant shall provide a summary of the firm's present and proposed insurance coverage (comprehensive general liability, professional errors and omissions, automotive liability, and workers' compensation) for this project. Minimum limits of coverage are as follows:

Comprehensive General Liability

\$1,000,000 combined single limit

Automotive Liability	\$1,000,000 combined single limit
Professional Liability	\$1,000,000 combined single limit
Workers' Compensation	(in accordance with State laws)

Prior to commencement of the work described in Scope of Services, a certificate of insurance shall be furnished stating the following:

1. That the insurer will not cancel the insured's coverage without 30 days prior written notice to the City.
2. That the City will not be responsible for any premiums or assessments on the policy.
3. The City of Sacramento shall be listed as an additional insured for policy coverage noted above in a separated declaration page.

The consultant agrees that the bodily injury liability insurance herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires at any time or times during the term of this contract, the consultant agrees to provide, at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to approval by the City. In the event the consultant fails to keep in effect at all times insurance coverage as herein provided, the City may in addition to any other remedies it may have, terminate this contract upon occurrence of such event.

7. Property Rights

A PPS received within the prescribed deadline becomes the property of the City and all rights to the contents therein become those of the City.

8. Confidentiality

Prior to award of the contract, all PPSs will be designated confidential to the extent permitted by the California Public Records Act. After award of the contract, or if not awarded, after rejection of all PPSs, all responses will be regarded as public records and will be subject to review by the public. Any language purporting to render all or portions of the PPS confidential will be regarded as non-effective and will be disregarded.

9. Amendments to Request for Proposal

The City reserves the right to reject any and all submissions, request additional information, amend the project schedule, or issue additional requirements throughout the selection process. Once firms have been ranked, all ideas generated by firms may be used by the City for this project.

Information concerning this RFP will be posted on the City's Internet Web Site located at <http://www.cityofsacramento.org/bids>. Please check the Internet site on regular basis for notices on additional information and changes.

10. Amendments to Request for Proposal

The City reserves the right to amend the RFP by addendum prior to the final PPS submittal date.

11. Non-Commitment of City

This RFP does not commit the City to award a contract, to pay any costs incurred in the preparation of a PPS for this request, or to procure or contract for services. The City reserves the right to accept or reject any or all PPSs received as a result of this request, to negotiate with any qualified firm or to modify or cancel in part or in its entirety the RFP if it is in the best interests of the City to do so.

12. Execution of Contract

The prospective consultant is advised that should this RFP result in recommendation for award of a contract, the contract will not be in force until it is approved and fully executed by the City.

13. Public Domain

All products used or developed in the execution of any contract resulting from this RFP will remain in the public domain at the completion of the contract.

APPENDIX C
EVALUATION CRITERIA

Evaluation Criteria Worksheet (Construction Management Services)

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 funding opportunities.	25	
Availability and Resourcing – Key personnel are available and committed to the project. Job/phases are not overstaffed.	5	
Workplan – Assignment, understanding, and organization of tasks, understanding of interrelationship of critical tasks, hour commitment to each task, deliverables.	15	
Related Experience - Use Appendix E to describe the team's 3 most relevant projects. In addition, the primary consultant must disclose all of its current projects within 100 miles of the City of Sacramento's project area.	10	
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	100	
RANKING OF CONSULTANT FIRM (assigned after completion of scoring)		

Panel Member Name _____

Consultant Firm _____

APPENDIX D

DBE/UDBE FORMS

NOTE: PLEASE REFER TO INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM

CONTRACT UDBE GOAL (%): _____

[illegible]

Proposal Date: _____

(Area Code) Telephone Number: _____

%

Local Agency Proposer UDBE Commitment (Consultant Contracts)
(Rev 6/27/09)

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July 31, 2009

INSTRUCTIONS – LOCAL AGENCY PROPOSER UDBE COMMITMENT (CONSULTANT CONTRACTS)

ALL PROPOSERS:

PLEASE NOTE: It is the proposer's responsibility to verify that the UDBE(s) falls into one of the following groups in order to count towards the UDBE contract goal: 1) African Americans; 2) Asian-Pacific Americans; 3) Native Americans; 4) Women. This information must be submitted with your proposal. Failure to submit the required UDBE commitment will be grounds for finding the proposal nonresponsive.

A "UDBE" is a firm meeting the definition of a DBE as specified in 49 CFR and is one of the following groups: African Americans, Native Americans, Asian-Pacific Americans, or Women.

The form requires specific information regarding the consultant contract: Local Agency, Location, Project Description, Proposal Date, Proposer's Name, and Contract UDBE Goal.

The form has a column for the Work Item Number and Description or Services to be subcontracted to UDBEs (or performed if the proposer is a UDBE). The UDBE prime contractors shall indicate all work to be performed by UDBEs including work to be performed by its own forces, if a UDBE. The UDBE shall provide a certification number to the Consultant and notify the Consultant in writing with the date of decertification if their status should change during the course of the contract. Enter UDBE prime consultant and subconsultant certification numbers. The form has a column for the Names of certified UDBEs to perform the work (must be certified on the date proposals are due and include UDBE address and phone number).

There is a column for the percent participation of each UDBE. Enter the Total Claimed UDBE Participation percentage of items of work submitted with proposal pursuant to the Special Provisions. (If 100% of item is not to be performed or furnished by the UDBE, describe exact portion of time to be performed or furnished by the UDBE.) See "Notice to Proposers Disadvantaged Business Enterprise Information," (Exhibit 10-I) to determine how to count the participation of UDBE firms. **Note:** If the proposer has not met the contract goal, the local agency must evaluate the proposer's good faith efforts to meet the goal in order to be considered for award of the contract.

Exhibit 10-01 must be signed and dated by the consultant submitting the proposal. Also list a phone number in the space provided and print the name of the person to contact.

For the Successful Proposer only, local agencies should complete the Proposal Number, Federal-aid Project Number, Federal Share, and Proposal Date fields and verify that all information is complete and accurate before filing.

NOTE: PLEASE REFER TO INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM

PROPOSER'S NAME: _____

[illegible]

Local Agency Proposer DBE Information (Consultant Contracts)
(Rev 6/27/09)

Page 10-74a
July 31, 2009

INSTRUCTIONS - LOCAL AGENCY PROPOSER DBE INFORMATION (CONSULTANT CONTRACTS)

SUCCESSFUL PROPOSER:

The form requires specific information regarding the consultant or other contract: Local Agency, Location, Project Description, Total Contract Amount, Proposal Date, and successful Proposer's Name.

The form has a column for the Work Item Number and Description or Services to be Subcontracted to DBEs. The prime consultant shall indicate all work to be performed by DBEs including, if the prime consultant is a DBE, work performed by its own forces, if a DBE. The DBE shall provide a certification number to the prime consultant. Enter DBE prime consultant's and subconsultant's certification number. The form has a column for the Names of DBE certified contractors to perform the work (must be certified on or before the proposals are due and include DBE address and phone number).

Enter the Total Claimed DBE Participation dollar amount of items of work in the total DBE Dollar Amount column. (If 100% of item is not to be performed by the DBE, describe exact portion of time to be performed by the DBE.) See "Notice to Proposers Disadvantaged Business Enterprise Information," (Exhibit 10-I) to determine how to count the participation of DBE firms.

Exhibit 10-02 must be signed and dated by the successful proposer at contract execution. Also list a phone number in the space provided and print the name of the person to contact.

Local agencies should complete the Contract Number, Federal-aid Project Number, Federal Share, and Contract Award fields and verify that all information is complete and accurate before signing and sending a copy of the form to the District Local Assistance Engineer within 15 days of contract execution. Failure to submit a completed and accurate form within the 15-day time period may result in the deobligation of funds on this project.

District DBE Coordinator should verify that all information is complete and accurate. Once the information has been verified, the **District Local Assistance Engineer** signs and dates the form.

Exhibit 10-P Nonlobbying Certification For Federal-Aid Contracts

The prospective participant certifies by signing and submitting this proposal/bid to the best of his or her knowledge and belief that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his/her proposal/bid that he/she shall require that the language of this certification be included in all lower-tier subcontracts which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

Exhibit 10-Q Disclosure of Lobbying Activities

DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action: ☐ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance	2. Status of Federal Action: ☐ a. bid/offer/application ☐ b. initial award ☐ c. post-award	3. Report Type: ☐ a. initial ☐ b. material change For Material Change Only: year _____ quarter _____ date of last report _____
---	---	---

4. Name and Address of Reporting Entity ☐ Prime ☐ Subawardee Tier _____, if known Congressional District, if known _____	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known _____
--	--

6. Federal Department/Agency: 8. Federal Action Number, if known:	7. Federal Program Name/Description: CFDA Number, if applicable _____ 9. Award Amount, if known:
--	--

10. a. Name and Address of Lobby Entity (If individual, last name, first name, MI) (attach Continuation Sheet(s) if necessary)	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI) (attach Continuation Sheet(s) if necessary)
---	---

11. Amount of Payment (check all that apply) \$ _____ ☐ actual ☐ planned	13. Type of Payment (check all that apply) ☐ a. retainer ☐ b. one-time fee ☐ c. commission ☐ d. contingent fee ☐ e. deferred ☐ f. other, specify _____
--	---

12. Form of Payment (check all that apply): ☐ a. cash ☐ b. in-kind; specify: nature _____ Value _____	
---	--

14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11: (attach Continuation Sheet(s) if necessary)	
---	--

15. Continuation Sheet(s) attached: Yes ☐ No ☐	
---	--

16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____
--	---

Federal Use Only:

Authorized for Local Reproduction
 Standard Form - LLL

Standard Form LLL Rev. 04-28-06

**INSTRUCTIONS FOR COMPLETION OF SF-LLL,
DISCLOSURE OF LOBBYING ACTIVITIES**

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipient at the initiation or receipt of covered federal action or a material change to previous filing pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4. checks "Subawardee" then enter the full name, address, city, State and zip code of the prime federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant, or loan award number, the application/proposal control number assigned by the federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered federal action where there has been an award or loan commitment by the Federal agency, enter the federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in Item 4. to influenced the covered federal action.
(b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with federal officials. Identify the federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
15. Check whether or not a continuation sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30-minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

SF-LLL-Instructions Rev. 06-04-90«ENDIF»

DBE INFORMATION—GOOD FAITH EFFORTS

Federal-aid Project No. _____ Proposal Opening Date _____

The City of Sacramento established a Disadvantaged Business Enterprise (DBE) goal of 25% for this project. The information provided herein shows that adequate good faith efforts were made.

- A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

Publications	Dates of Advertisement
--------------	---------------------------

- B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

Names of DBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates
-------------------------------	------------------------------------	-----------------------------------

- C. The items of work which the bidder made available to DBE firms, including, where appropriate, any breaking down of the contract work items (including those items normally performed by the bidder with its own forces) into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation was made available to DBE firms.

Items of Work	Breakdown of Items
---------------	-----------------------

- D. The names, addresses and phone numbers of rejected DBE firms, the reasons for the bidder's rejection of the DBEs, and the firms selected for that work (please attach copies of quotes from the firms involved):

Names, addresses and phone numbers of rejected DBEs and the reasons for the bidder's rejection of the DBEs:

Names, addresses and phone numbers of firms selected for the work above:

- E. Efforts made to assist interested DBEs in obtaining bonding, lines of credit or insurance, and any technical assistance or information related to the plans, specifications and requirements for the work which was provided to DBEs:

- F. Efforts made to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate.

- G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.).

Name of Agency/Organization	Method/Date of Contact	Results

- H. Any additional data to support a demonstration of good faith efforts (use additional sheets if necessary):

APPENDIX E

RELEVANT PROJECT TABLE.

Relevant Project Table

Project Title City, State	
Project Description:	
Similarities to Sacramento Streetcar Planning Study:	
Study Start Date:	
Study Completion Date:	
Project Status:	
Project Team Members (Please identify all team members being proposed for the Sacramento Streetcar study who also worked on this project. Please indicate any leading roles played by proposed team members)	Name: Company: Role:
	Name: Company: Role:
	Name: Company: Role:
	Name: Company: Role:
Local Government Reference:	Name: Agency: Phone Number: E-mail:

APPENDIX F

SAMPLE CONSULTANT AND 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

Consultant Name

("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: Gustavo F. Vina, Interim 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:

_____, *Project Manager*
915 I Street, Room 2000
Sacramento, CA 95814
Phone: 916.808.XXXX Fax: 916.808.XXX Email: XXXXX@cityofsacramento.org

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

The CONTRACTOR Representative for this Agreement is:

Consultant Name

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 X is not [check one] required for this Agreement. If required, such coverage must be continued for at least 2 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 Aesignated 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 "consultant" generally includes individuals who make, or participate in making, governmental decisions or who serve in a staff capacity. Individuals who perform work that is solely clerical, ministerial, manual or secretarial are not "consultants."

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

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

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

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

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

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

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

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

4. Scope of Services.

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

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

D. Requests for payment shall be sent to:

_____, *Project Manager*
915 I Street, Room 2000
Sacramento, CA 95814
Phone: 916.808.XXXX Fax: 916.808.XXX Email: XXXXX@cityofsacramento.org

5. **Additional Services.** Additional Services are those services related to the scope of services of CONTRACTOR set forth in Exhibit A but not anticipated at the time of execution of this Agreement. Additional Services shall be provided only when a Supplemental Agreement authorizing 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*] X 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.

19. **Use Tax Requirements.** During the performance of this Agreement, CONTRACTOR, for itself, its assignees and successors in interest, agrees as follows:

A. Use Tax Direct Payment Permit: For all leases and purchases of materials, equipment, supplies, or other tangible personal property used to perform the Contract or Agreement

and shipped from outside California, the Contractor and any subcontractors leasing or purchasing such materials, equipment, supplies or other tangible personal property shall obtain a Use Tax Direct Payment Permit from the California State Board of Equalization ("SBE") in accordance with the applicable SBE criteria and requirements.

- B. Sellers Permit: For any construction contract and any construction subcontract in the amount of \$5,000,000 or more, Contractor and the subcontractor(s) shall obtain sellers permits from the SBE and shall register the jobsite as the place of business for the purpose of allocating local sales and use tax to the City. Contractor and its subcontractors shall remit the self-accrued use tax to the SBE, and shall provide a copy of each remittance to the City.
- C. The above provisions shall apply in all instances unless prohibited by the funding source for the Contract or Agreement.

EXHIBIT E

REQUIREMENTS OF THE NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

INTRODUCTION

The Sacramento Non-Discrimination In Employee Benefits Code (the "Ordinance"), codified as Sacramento City Code Chapter 3.54, prohibits City contractors from discriminating in the provision of employee benefits between employees with spouses and employees with domestic partners, and between the spouses and domestic partners of employees.

APPLICATION

The provisions of the Ordinance apply to any contract or agreement (as defined below), between a Contractor and the City of Sacramento, in an amount exceeding \$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
Procurement Services Division
5730 24th Street, 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 | - 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 |

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

You May . . .

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

City of Sacramento
Procurement Services Division
5730 24th Street, 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.