



DEPARTMENT OF
PUBLIC WORKS

CITY OF SACRAMENTO
CALIFORNIA

1391-35TH AVENUE
SACRAMENTO, CA
95822-2911

DIVISION OF
FLOOD CONTROL AND SEWERS

916-449-5271

February 19, 1991

Budget and Finance Committee
Sacramento, California

Honorable Members in Session:

SUBJECT: DRAINAGE SUMP 31 IMPROVEMENTS : CREATION OF A NEW CAPITAL IMPROVEMENT PROJECT, TRANSFER OF FUNDS, AND AUTHORIZATION TO SIGN AND EXECUTE AN AGREEMENT WITH JAMES M. MONTGOMERY CONSULTING ENGINEERS, INCORPORATED

SUMMARY

Consultant services and funding are needed to study and design a storm drainage detention facility and related collection system improvements. This proposed project would relieve a development moratorium in the vicinity of 65th Street and Broadway and to improve the local level of service to existing drainage utility ratepayers. These initial project engineering costs will be funded from development fees collected in 1987 for this purpose, and the costs of constructing the improvements will be apportioned between the City and development interests, based upon the drainage benefits obtained. It is requested that the Budget and Finance Committee forward to City Council with a recommendation for approval the attached resolution, creating a new capital improvement project, transferring funds, and authorizing the City Manager and City Clerk to sign and execute an agreement with James M. Montgomery Consulting Engineers, Incorporated, in the amount of \$59,000.

BACKGROUND INFORMATION

The Sump 31 drainage service area includes 903 acres centered upon 65th Street Expressway between Interstate 50 and 14th Avenue. Approximately 140 acres east of 65th Street are underdeveloped or undeveloped, due primarily to a development moratorium which has been in place over the Sump 31 service area. The moratorium was instituted in 1986 because maximum discharges from Sump 31, which are conveyed through the State University campus by a ditch of fixed capacity, have reached a long-established legal limit. A 1987 study examined several alternatives to accommodate additional development and improve the level of drainage protection to existing residences and businesses in the area. That study recommended construction of a new pump station and outfall to the American River. These facilities would serve one-half of the Sump 31 drainage area, improving drainage service throughout the area at an estimated cost of \$2.3 million. This cost exceeds the available City and developer funding. In October 1989, the Division retained James M. Montgomery Consulting Engineers, Incorporated to perform a preliminary study of a stormwater detention facility at the proposed Granite Regional Park site, which lies within the Sump 43 service area, northeast of the intersection of 14th Avenue and Power Inn Road. Potential benefits of the detention facility evaluated included:

- A) Reduced costs of improvement and operation of Sump 43 and the downstream channel, resulting from reduced peak flows to the sump.
- B) Use of a portion of the capital savings to provide a drainage pump station serving both the detention facility and the City park site, when it is developed.
- C) Reduced costs to the City and to development interests, resulting from diversion of flows from the Sump 31 service area to detention rather than to the American River.

Preliminary consultant studies and subsequent staff studies indicate that the benefits sought under "C" can be more cost-effectively obtained by construction of a separate stormwater detention facility in the vicinity of 65th Street and Broadway. Under this proposed contract, the consultant would complete feasibility studies of the local detention project, identify land and improvement needs for the project, and propose an apportionment of costs between the City and development interests (to be provided through an assessment district). The consultant would also identify storm drainage and sanitary sewer collection system improvements and costs within the assessment district area. Also under this contract, upon formation of the assessment district and approval of City CIP funding, the consultant would design the detention facility and associated drainage improvements.

FINANCIAL DATA

The engineering study and design contract will be funded through a new capital improvement project: "Sump 31 Drainage Improvements (101-310-XXXX-4802).

On September 2, 1987, under Public Improvement Proceeding No. P-87010 (Jackson Business Park), the Setzer-Jackson Partnership contributed \$128,000 to the City (Fund 101-310-3136-3651; job number 9937) funds as full payment toward construction of off-site public storm drainage improvements within the Sump 31 service area. The money was deposited to the General Fund. The attached resolution transfers \$128,000 of identified General Fund operating budget savings in the Department of Public Works and transfers these funds to the new capital improvement project.

POLICY CONSIDERATIONS

Criteria and procedures used for consultant selection were based upon City policy. The consultant who performed the preliminary drainage study has demonstrated the needed engineering expertise to complete studies and design the proposed improvements, and was therefore selected to perform the follow-on work.

MBE/WBE EFFORTS

The selected engineering consultant is not an MBE/WBE firm, and no qualified MBE/WBE subconsultants were proposed. Two local small business firms have been proposed as subconsultants, providing geotechnical and surveying services.

RECOMMENDATION

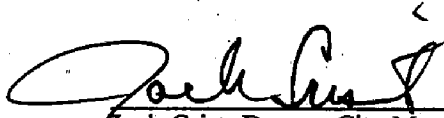
It is recommended that the Budget and Finance Committee forward to City Council with a recommendation for approval the attached resolution, creating a new capital improvement project, transferring funds, and authorizing the City Manager and City Clerk to sign and execute an agreement with James M. Montgomery Consulting Engineers, Incorporated, in the amount of \$59,000.

Respectfully submitted,

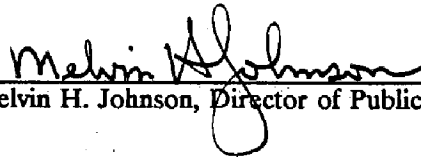


Albert E. McCollam, Jr., Division Manager
Flood Control and Sewers Division

RECOMMENDATION APPROVED:



Jack Crist, Deputy City Manager



Melvin H. Johnson, Director of Public Works

Contact Person:
Marvin J. Reid
Assistant Engineer
449-1250

All Districts
February 19, 1991

RESOLUTION NO.

ADOPTED BY THE SACRAMENTO CITY COUNCIL

ON DATE OF _____

RESOLUTION CREATING A NEW CAPITAL IMPROVEMENT PROJECT,
TRANSFERRING FUNDS, AND AUTHORIZING THE CITY MANAGER AND CITY CLERK
TO SIGN AND EXECUTE AN AGREEMENT WITH
JAMES M. MONTGOMERY CONSULTING ENGINEERS, INCORPORATED

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SACRAMENTO THAT:

- 1) The FY 1990-91 Capital Improvement Budget is hereby amended to add a new Capital Improvement Project, "Sump 31 Drainage Improvements",
- 2) Revenue in the amount of \$128,000, contributed under Public Improvement Proceeding No. P-87010 (Jackson Business Park) for construction of drainage improvements within the service area of City Sump 31, is transferred to the new CIP, as follows:

101-310-3134-4101:	<\$128,000>
101-710-7012-4999:	\$128,000
101-710-7012-4999:	<\$128,000>
101-310-XXXX-4802:	\$106,000
101-310-XXXX-4880:	\$5,000
101-310-XXXX-4881:	\$2,000
101-310-XXXX-4882:	\$4,000
101-310-XXXX-4883:	\$1,000
101-310-XXXX-4831:	\$7,000
101-310-XXXX-4414:	\$3,000

- 3) The City Manager and City Clerk are hereby authorized to sign and execute an agreement with James M. Montgomery Consulting Engineers, Incorporated, in the amount of \$59,000.

MAYOR

ATTEST:

FOR CITY CLERK USE ONLY

RESOLUTION NO.: _____

DATE ADOPTED: _____

Department: Public Works Department

PN/PJ: _____

Division: Flood Control & Sewers

Proj. Name: Sump 31 Stormwater Detention
Project Preliminary Design

Location: Various

CITY OF SACRAMENTO

CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made at Sacramento, California, as of _____, 19____,
by and between the CITY OF SACRAMENTO, a municipal corporation ("City") and

James M. Montgomery Consulting Engineers, Incorporated
740 University Avenue, Suite 160
Sacramento, CA 95825

("Consultant"), who agree as follows:

1. Services. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in Exhibit A. Consultant shall provide said services at the time, place, and in the manner specified in Exhibit A. The Consultant shall not be compensated for services outside the scope of Exhibit "A" unless prior to the commencement of such services: (a) Consultant notifies the City that such service is deemed an additional service and Consultant estimates the additional compensation required for this activity; and (b) the City, after notice, approves the additional service and amount of compensation therefor.
2. Payment. City shall pay Consultant 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 Consultant for services rendered pursuant to this Agreement unless pursuant to paragraph 1 above, City approves additional compensation for additional services. Consultant shall submit all billings for said services to City in the manner specified in Exhibit B; or, if no manner be specified in Exhibit B, then according to the usual and customary procedures and practices which Consultant uses for billing clients similar to City.
3. Facilities and Equipment. Except as set forth in Exhibit C, Consultant shall, at its sole cost and expense, furnish all facilities and equipment which may be required for furnishing services pursuant to this Agreement. City shall furnish to Consultant only the facilities and equipment listed in Exhibit C according to the terms and conditions set forth in Exhibit C.

July, 1989

4. General Provisions. The general provisions set forth in Exhibit D, which include insurance requirements, are part of this Agreement. In the event of any inconsistency between said general provisions and any other terms or conditions of this Agreement, this Agreement shall control over the general provisions.
5. City Representative. The City Representative specified in Exhibit A, or the representative's designee, shall administer this Agreement for the City.
6. Exhibits. All exhibits referred to herein are attached hereto and are by this reference incorporated herein.

Executed as of the day first above stated.

CITY OF SACRAMENTO
A Municipal Corporation

CITY:

(Title)

CONSULTANT:

Leung Yoon

Vice President
(Consultant Title)

740 University Avenue
Sacramento, CA 95825
(Address)

APPROVED AS TO FORM:

Sabrina M. Thompson 2/1/91
CITY ATTORNEY

ATTEST:

Attachments:
Exhibit A Exhibit C
Exhibit B Exhibit D

CITY CLERK

EXHIBIT A

CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT

REPRESENTATIVES AND SERVICES TO BE PROVIDED

BY JAMES M. MONTGOMERY ENGINEERS, INCORPORATED

1. Representatives:

The City Representative for this Agreement is:

Marvin Reid
Assistant Engineer
449-1250

All consultant questions pertaining to this agreement will be referred to the above named person, or the representative's designee.

The Consultant Representative for this Agreement is:

Eric Clyde
Project Manager
924-3844

All City questions pertaining to this Agreement will be referred to the above named person. All correspondence to the City will be addressed to:

City of Sacramento
Flood Control and Sewers Division
1391 35th Avenue
Sacramento, CA 95822

ATTN: Marvin Reid, Assistant Engineer

2. The scope of services to be provided are described in Attachment A of Exhibit A.

PROJECT A - SUMP 31 DETENTION FACILITY

PHASE I-PRELIMINARY DESIGN SCOPE OF WORK

TASK 1 - Drainage System Simulation

The drainage system simulation is comprised of three subtasks: a) development of the SWMM computer model for Sump 31; b) gaging of discharges and flow levels at several points during a significant storm; and c) using the data obtained from the gaging subtask to calibrate the SWMM model.

Subtask a. The sump 31 drainage area will be divided into subareas based on land use, topography and storm drain layout. The subarea characteristics will be determined and entered into an input file for the RUNOFF module of the SWMM model. This module will be used to generate the runoff from a given precipitation event.

After the runoff from the subareas in Sump 31 has been determined, the EXTRAN module input will be set up to route the flows through the Sump 31 storm drain system using information from the City's sewer books.

Subtask b. City personnel will place recording flow meters at several locations in the Sump 31 storm drain system. JMM personnel will build and install up to four (4) peak stage recording devices in the system.

Subtask c. The calibration subtask will involve the interpretation of the data collected in subtask b and relating it to results obtained from the SWMM model of Sump 31 when the precipitation for the gaged storm is used. Various parameters will be changed in the model until it provides an accurate simulation of Sump 31.

If it isn't possible to gage a storm due to the drought, the model will be calibrated based on the experience of City personnel with various storms in the Sump 31 drainage area.

TASK 2 - Formulation of Detention Basin Alternatives

Based on the 60 cubic feet per second discharge limitation of the California State University at JMM

Sacramento (CSUS) drainage ditch from Sump 3. JMM will develop preliminary alternative project concepts for two potential detention basin sites. One east of Broadway at 65th Street and the other at the existing City playing fields north of the east end of San Joaquin Street. Project components will include a detention basin, a connector pipeline to the existing 60-inch diameter storm drain in 65th Street, related diversion and inlet/outlet structures, and a pumping facility, if required.

Using the model developed in Task 1, JMM will conduct detailed hydrologic and hydraulic analyses of the alternative project configurations (up to four) that can handle the estimated flows at Sump 31. The analysis will consider alternative project configurations that will make the most advisable use of the CSUS ditch discharge limit and the capacity of the existing 65th Street storm drain.

Based on the flows and storage requirements obtained from the hydrologic and hydraulic analyses, JMM will size and lay out project components (basin, pipelines, structures, and pumps, if required) for up to four alternatives.

TASK 3 - Evaluation of Detention Basin Alternatives

The first part of the evaluation task will be estimating quantities for project components, including cubic yards of excavation and concrete, length of pipeline, and pumping capacity and horsepower if needed. Feasibility-level construction costs will be developed for the project alternatives.

Non-economic project evaluation criteria including operational, environmental, and public acceptance considerations will be defined to aid in determination of the preferred project alternative.

Based on the above economic and non-economic considerations and in conjunction with City staff, the preferred alternative will be selected.

TASK 4 - Field Work

Surveying and geotechnical investigation will be performed as required to establish the feasibility of the project. Available mapping is assumed to be United States Geological Survey (USGS) quad sheets and City plats defining existing storm drain location and elevation. Based on the relatively JMM

level terrain, brief field surveys of street and ground elevations at the sites will be conducted. If the City includes the detention basin and diversion structure sites in its separate contract for aerial mapping, most the surveying field work will not be necessary.

Available geotechnical information will be reviewed, including historical groundwater levels in the area from the Department of Water Resources. Geotechnical field work will involve exploratory drilling to define excavation stability at the sites. Geotechnical work will also include an assessment of foundation strength for the inlet/outlet and diversion structures, basin and pipeline trench excavation slope stability, and backfill compaction requirements.

TASK 5 - Appraisal of Sanitary Sewer Improvements

JMM will review the existing sanitary sewer system in the infill area of Sump 31. Deficiencies in the existing system will be noted and needed improvements will be identified. Required additions or augmentation to the existing system, resulting from development in the undeveloped and underdeveloped areas of Sump 31 will be identified.

A cost estimate of the improvements and additions to the sanitary sewer system in Sump 31 will be prepared. This cost estimate will be used in apportioning the costs for the proposed assessment district.

TASK 6 - Refinement of Preferred Alternative

After a preferred alternative has been selected, a preliminary grading plan for the preferred detention basin will be developed based on the surveying and geotechnical work conducted. Pipeline routes will be shown and the configuration of the required diversion and inlet/outlet facilities will be defined.

Based on available data from the City, JMM will estimate the location of potential utility interferences, including existing sanitary and storm sewers, water mains, and electrical and telephone lines. Preliminary utility relocations will be established.

The cost estimate, developed in Task 3, will be refined for construction of the preferred project. The JMM



cost estimate will be sufficiently detailed to allow the Department of Public Works to develop an adequate CIP budget, equitable division of the cost of the project among the various interested parties, and per-acre benefit assessments for the development interests.

The work conducted by JMM will not include research or surveying related to acquisition of property or rights-of-way.

TASK 7 - Preliminary Design Report

The preliminary design report will summarize the work conducted in the above tasks. The report will describe the procedure used to arrive at the preferred project and will include basic assumptions and criteria, results of modeling, descriptive drawings, results of the associated surveying and geotechnical investigation, and a refined construction cost estimate.

TASK 8 - Meetings, Presentation, and Technical Review

City staff will be kept updated on conceptual approaches and work progress via monthly meetings. JMM will prepare for and attend one City Council meeting on the proposed project. All JMM design projects undergo in-house technical review to ensure that the quality of the finished product is up to our exacting standards.



PHASE II - FINAL DESIGN SCOPE OF WORK

TASK 1 - Design Engineering

In Task 1, JMM will perform engineering calculations and layout for a single design of the preferred project. The project will be comprised of a depressed earthen excavation, an inlet/outlet structure in the detention basin, a pipeline connection (up to one half mile in length) to the existing 65th Street storm main, a diversion structure at the existing storm sewer main, fencing, and up to two stubouts for future development. A pumping plant may also be required depending on the alternative chosen.

TASK 2 - Supplemental Field Work

Supplemental surveying will include the establishing of critical ground, street, and existing utility elevations to assure proper tie-in to the existing storm drain system. All geotechnical work will be accomplished in Phase I as part of the predesign study.

TASK 3 - Drawing Preparation

JMM will prepare drawings (plans) for a single design of the preferred project. The drawings will be sufficiently detailed for construction bidding, and will include the City's standard details, where appropriate. It is anticipated that the drawings will be allocated as follows: General-2; Civil-5; Structural-3; and Mechanical/Electrical-2 (if pumping is required). Special landscaping is not envisioned unless the City determines that a multi-use facility is desired. Intermediate submittals of the drawings will be made at the 50 and 90 percent completion levels.

TASK 4 - Specification Preparation

Specifications will be prepared for a single design of the preferred project. The contract documents will describe in technical language the work, materials, and workmanship required to allow bidding of the project. The City's standard requirements will be used to the greatest extent possible. A



specification outline will be submitted early in this task. for approval by City staff.

TASK 5 - Engineer's Cost Estimate

A detailed estimate of quantities required for construction of the preferred project will be prepared. Also, an estimate of the construction cost, in sufficient detail for use in review and determination of construction progress payments will be developed.

TASK 6 - Coordination, Meetings, and Technical Review

City staff will be kept updated on work progress via monthly meetings. It is understood that this phase of the work will be administered by the City Engineering Division of the Department of Public Works.

In-house technical review of the design criteria, assumptions, design drawings, and cost estimates will be provided.



PROJECT COST - PHASE I AND PHASE II

A table detailing the costs for all of the tasks and subtasks of Project A, Phase I can be found on the following page. The total estimated cost for Phase I is \$58,730.

Estimating the design costs for Phase II of Project A is made difficult by the fact that the preferred project configuration will not be developed until the end of Phase I. In order to provide the City with some idea of the costs of Phase II, a range of costs was developed based on JMM's normal cost of \$4,000 per drawing sheet for jobs of this type and the estimated number of required drawings (10-12). The range of costs for providing final design, drawings, specifications, and cost estimate will be \$40,000 to \$48,000.

CITY OF SACRAMENTO - Sump 31 Detention Basin

Task	HOURS				ODC's	COST
	Principal Engineer	Super. Engineer	Senior Engineer	Tech		
PHASE I - PRELIMINARY DESIGN						
1. Drainage System Simulation						
a. Develop SWMM Model for Sump 31	0	24	40	0	\$360	\$5,256
b. Flow monitoring		8	8	24	\$500	\$2,708
c. Calibrate model using gaged storm flows		16	16			\$2,496
Subtotal	0	48	64	24	\$860	\$10,460
2. Formulation of Detention Basin Alternatives						
a. Develop project configuration for alternative basin sites	8	16	16			\$3,416
b. Conduct hydrologic and hydraulic analysis		20	20		\$250	\$3,370
c. Size and lay out project alternatives (4 max)	8	20	20	40		\$5,640
Subtotal	16	56	56	40	\$250	\$12,426
3. Evaluation of Detention Basin Alternatives						
a. Estimate construction cost of alternatives		32	0			\$2,688
b. Define non-economic evaluation criteria	4	8	4			\$1,400
c. Compare alternatives and recommend project	8	16	8			\$2,000
Subtotal	12	56	12	0	\$0	\$6,948
4. Field Work						
a. Surveying		4	4		\$2,000	\$2,924
b. Geotechnical		4	4		\$4,000	\$5,224
Subtotal	0	8	8	0	\$6,000	\$8,148
5. Appraisal of Sanitary Sewer Improvements	8	8	40			\$4,472
6. Refinement of Preferred Alternative						
a. Develop preliminary grading plan		4	20	24		\$2,736
b. Review utility relocations		4	8			\$912
c. Refine construction cost estimate		36	4			\$3,312
Subtotal	0	44	32	24	\$0	\$6,960
7. Preliminary Design Report	8	24	16	16		\$4,728
8. Meetings, Presentations, and Technical Review	20	20	4	8		\$4,588
PHASE I TOTAL	64	264	232	112	\$7,110	\$58,730



EXHIBIT B

CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT
WITH JAMES M. MONTGOMERY ENGINEERS, INCORPORATED

FEE SCHEDULE/MANNER OF PAYMENT

1. Maximum payment under this agreement for all services will not exceed \$59,000 cumulatively.
2. Services will be invoiced as performed and all invoices will reference this agreement number and the City purchase order number.
3. This agreement will be charged to:

_____ - _____ - _____ -4802
4. Time-related charges shall be the total hours worked on the project by each employee, multiplied by the consultant's current hourly salary rates as detailed on the attached schedule. Invoices for labor and expense shall identify the task under which the services were provided.
5. Direct expenses incurred by the consultant shall be billed at the actual cost, plus 10 percent.
6. Each (monthly) invoice shall detail:
 - a. The current month's charges, including hours charged by each employee.
 - b. The total amount invoiced to date, including the current invoice amount.
 - c. The total of all invoices paid as of the date of submittal.

Request for payment shall be sent to:

Department of Public Works
Flood Control and Sewers Division
1391 35th Avenue
Sacramento, CA 95822
ATTN: Marvin Reid
Ref. Job # WA66

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JAMES M. MONTGOMERY, CONSULTING ENGINEERS, INC.

FEE SCHEDULE

The Fee Schedule for services to be performed by Consultant is shown below.

Fee Schedule	\$/hr
Principal Engineer	115
Supervising Engineer	85
Senior Engineer	73
Engineer	59
Associate Engineer	52
Technician	40
Designer/Drafter	45
Secretary	38
Other Direct Costs (ODC) Actual Cost plus 10%	

EXHIBIT C

CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT
WITH JAMES M. MONTGOMERY ENGINEERS, INCORPORATED
FACILITIES AND EQUIPMENT TO BE PROVIDED BY CITY

The City will not furnish facilities or equipment for this Agreement.

The City will furnish the following related data and reports to the Consultant:

- 1) Sewer/Storm Drainage maps (Scale: 1 inch = 500 feet).
- 2) All Sewer Book pages which also show existing storm drainage facilities (Scale: 1 inch = 200 feet).
- 3) Record drawings of drainage infrastructure and pump stations.
- 4) A map delineating the proposed boundaries of the storm drainage and sanitary sewer assessment district.
- 5) Copies of previous consultant studies, staff reports, and other related documents.
- 6) Precipitation data for gages within Sacramento City and County, as requested, or a preferred design storm.
- 7) Blueprints of recent aerial photographs of the study area, at scale 1 inch = 200 feet.
- 8) Pump operation information, including discharge, capacity, lead and lag operating levels.

EXHIBIT D

GENERAL PROVISIONS

1. Independent Contractor. At all times during the term of this Contract, Consultant shall be an independent Contractor and shall not be an employee of the City. City shall have the right to control Consultant only insofar as the results of the Consultant's services rendered pursuant to this Contract; however, City shall not have the right to control the means by which Consultant accomplishes services rendered to this Agreement.
2. Licenses; Permits, Taxes, Etc. Consultant represents and warrants to City that he/she has all licenses, permits, City Business Operations Tax Certificate, qualifications and approvals of whatsoever nature which are legally required for Consultant to practice its profession. Consultant represents and warrants to City that Consultant 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 which are legally required for Consultant to practice its profession.
3. Time. Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for satisfactory performance of Consultant's obligations under this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.
4. Consultant Not Agent. Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement, to bind City to any obligation whatsoever.
5. Assignment Prohibited. No party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.
6. Personnel. Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by Consultant to perform services pursuant to this Agreement, Consultant shall remove any such person immediately upon receiving notice from City of the desire of City for the removal of such person or persons.
7. Standard Performances. Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in California. All products of whatsoever nature which Consultant 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 practicing in Consultant's profession.

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8. Termination. City shall have the right to terminate this Agreement at any time by giving notice of such termination to Consultant. In the event City shall give such notice of termination, Consultant shall immediately cease rendering services pursuant to this Agreement.

In the event City shall terminate this Agreement:

- A. Consultant shall deliver copies of all writings prepared by it pursuant to this Agreement. The term "writings" shall be construed to mean and include:

handwriting, typewriting, printing, photostating, photographing, and every other means of recording upon any tangible thing any form of communication or representation, including letter, works, pictures, drawings, sounds, or symbols, or combinations thereof.

- B. City shall have full ownership and control of all such writings delivered by Consultant to this Agreement.

- C. City shall pay Consultant the reasonable value of services rendered by Consultant pursuant to this Agreement; provided, however, City shall not in any manner be liable for lost profits which might have been made by Consultant had Consultant completed the services required by this Agreement. In this regard, Consultant shall furnish to City such financial information as in the judgement of the City Representative is necessary to determine the reasonable value of the services rendered by Consultant. In the event of a dispute as to the reasonable value of the services rendered by Consultant, the decisions of the Director of the City Department administering this Agreement shall be final. The foregoing is cumulative and does not affect any right or remedy which City may have in law or equity.

- 9.* Indemnity and Hold Harmless. The Consultant shall assume the defense of, and indemnify and save harmless, the City, its officers, employees, and agents, and each and every one of them, from and against all actions, damages, costs, liability, claims, losses, and expenses of every type and description to which they may be subjected, by reason of, to the extent of, directly or indirectly, the negligent performance of this contract by Consultant whether within or without the scope of this contract. The foregoing shall include, but not be limited to, any attorney fees reasonably incurred by City.

10. Equal Employment Opportunity. During the performance of this agreement, Consultant, for itself, its assignees and successors in interest, agrees as follows:

- A. Compliance with Regulations: Consultant shall comply with the Executive Order 11246 entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60), hereinafter referred to as the "Regulations."

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- B. Nondiscrimination: Consultant, with regard 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 the selection and retention of subcontractors, including procurement of materials and leases of equipment. Consultant 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 Consultant for work to be performed under any subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified by Consultant of Consultant'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: Consultant shall provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the City of Sacramento to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of Consultant is in the exclusive possession of another who fails or refuses to furnish this information, Consultant shall so certify to the City of Sacramento, and shall set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of noncompliance by Consultant with the nondiscrimination provisions of this agreement, the City of Sacramento shall impose such contract sanctions as it may determine to be appropriate including, but not limited to:
- (1) Withholding of payments to Consultant under the contract until consultant complies;
 - (2) Cancellation, termination, or suspension of the agreement, in whole or in part.
- F. Incorporation of Provisions: Consultant shall include the provisions of Paragraphs A through E in every subcontract, including procurement of materials and leases of equipment, unless exempt by Regulations, order, or instructions issued pursuant thereto. Consultant shall take such action with respect to any Regulations, order, or instructions issued pursuant thereto. Consultant shall take such action with respect to any subcontract or procurement as the City of Sacramento may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event Consultant becomes involved in, or is threatened with, litigation, Consultant may request City to enter such litigation to protect the interests of City.

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11. Insurance Requirements. During the duration of this Agreement Consultant shall maintain the followed noted insurance:

<u>Coverage</u>	<u>Required</u>	<u>Not Required</u>
Broad Form Comprehensive Liability	<u>X</u>	<u> </u>
Business Auto Liability	<u>X</u>	<u> </u>
Worker's Compensation & Employers' Liability	<u>X</u>	<u> </u>
Professional Liability (Errors & Omissions)	<u>X</u>	<u> </u>

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

- (1) Insurance Services Office form number GL 0404 (Broad Form Comprehensive General Liability);
- (2) Insurance Services Office form number CA 0001 (Ed. 1/78) (Automobile Liability, code 1 "any auto");
- (3) Workers' Compensation as required by the Labor Code of the State of California, and Employers' Liability insurance.
- (4) Professional Liability (Errors and Omissions) insurance against loss due to error, omission or malpractice.

B. Minimum Limits of Insurance

Consultant shall maintain limits no less than:

- (1) Comprehensive General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
- (2) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- (3) Workers' Compensation and Employers' Liability: Workers' Compensation limits as required by the Labor Code of the State of California and Employers' Liability limits of \$1,000,000 per accident.
- (4) Professional Liability (Errors and Omission): \$1,000,000 combined single limit per occurrence.

C.* Deductibles and Self-Insured Retentions

All deductible amounts shall be deemed approved by the City unless it makes objections thereto prior to commencement of services.

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D. Other Insurance Provisions

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

(1) General Liability and Automobile Liability Coverages

- a.* The City, its officials, employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, leased or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees or volunteers.
- b. The Consultant's insurance coverage shall be primary insurance as respects the City, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees or volunteers shall be excess of Consultant's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officials, employees or volunteers.
- d. Coverage shall state that Consultant'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.

(2) Worker's Compensation and Employers' Liability Coverages

The insurer shall agree to waive all rights of subrogation against the City, its officials, employees and volunteers for losses arising from work performed by Consultant for the City. This requirement may, however, be waived in individual cases at the discretion of the City.

(3) All Coverages

Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

E. Acceptability of Insurers

Insurance is to be placed with insurers with a Bests' rating of no less than A:VII. This requirement may, however, be waived in individual cases for Errors and Omissions Coverage only, provided, however, that in no event will a carrier with a rating below B:IX be acceptable.

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F. Verification of Coverage

Consultant shall furnish the City with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. The certificates and endorsements are to be forwarded to the City Risk Management Division.

G. Payment Withhold

The City will withhold payments to the Consultant, if certificates of insurance and endorsements required in paragraph F above have not been provided.