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DEPARTMENT OF
PUBLIC WORKS

TRANSPORTATION DIVISION

CITY OF SACRAMENTO
CALIFORNIA

1023 J STREET
SUITE 200
SACRAMENTO, CA
95814-2819

916-449-5307

October 10, 1989

Budget & Finance and
Transportation & Community Development Committees
Sacramento, California

Honorable Members In Session:

SUBJECT: Amendment to Agreement #88050 with Sacramento Area
Council of Government For Personnel Services

SUMMARY/BACKGROUND

This item is scheduled to be heard by the full City Council this evening. Please see the attached Council report for information.

FINANCIAL DATA

Please see the attached Council report.

POLICY CONSIDERATIONS

Please see the attached Council report.

MBE/WBE

N/A

Budget & Finance and
Transportation & Community Development Committees
October 10, 1989
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RECOMMENDATION

It is recommended that the Budget & Finance and Transportation & Community Development Committees forward the attached report to the full City Council for approval.

Respectfully Submitted:

for *Melvin H. Johnson*
ROBERT L. LEE
Deputy Director of Public Works-
Engineering Services.

Recommendation Approved:

Solon Wisham, Jr.
SOLON WISHAM, JR.
Assistant City Manager

Approved:

Melvin H. Johnson
MELVIN H. JOHNSON
Director of Public Works

Contact Person to
Answer Questions:

October 10, 1989
All Districts

Marilyn Kuntemeyer, Senior Engineer
Transportation Division, 449-5307

ML:lm
CA2-29.L
09.2989

Attachment



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DEPARTMENT OF
PUBLIC WORKS

CITY OF SACRAMENTO
CALIFORNIA

1023 J STREET
SUITE 200
SACRAMENTO, CA
95814-2819

OFFICE OF ENGINEERING AND
TRANSPORTATION SERVICES

October 10, 1989

916-449-5307

City Council
Sacramento, California

Honorable Members In Session:

SUBJECT: Consultant Services Agreement - Transportation Systems
Management

SUMMARY

This report recommends the approval of the attached resolution, amending Agreement #88050 between the Sacramento Area Council of Governments (SACOG) and the City of Sacramento. The agreement provides for contract personnel services to complete work elements of the Employer Transportation Systems Management Program as required by the implementation of Chapter 77 of the City Code. This item was heard by the combined Budget and Finance / Transportation and Community Development Committee earlier on this day, October 10, 1989.

BACKGROUND

This agreement was executed September 13, 1988, for a one year period with provisions for the extension not to exceed a 3 year period.

The success of the TSM program depends upon the TSM Coordinator's knowledge of the function, regulations, implementation procedures, operations, and monitoring aspects as required by the Transportation Systems Management Employer Guidelines. Knowledge of the operations, function, and procedures of local government, related agencies, local employers, and organizations is essential to implementation of the program. Familiarity with County and State TSM programs and personnel is extremely beneficial.

Based on the performance of the employee in this position over the past year, it is recommended to extend the consultant services contract with SACOG.

FINANCIAL

Total cost of this amendment for one full year is \$36,217.20 for the period of October 15, 1989, through October 14, 1990.

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The Transportation Division will utilize divisional salary savings from existing budgeted General Funds in the amount of \$36,217.20 from account #101-310-3128-4101 to cover this agreement.

POLICY CONSIDERATIONS

Failure to exercise the contract extension provision could jeopardize the City's ability to review, approve and certify employer generated Transportation Management Plans in the time frame as set forth in Chapter 77 of the City Code. A delay in these required services would reduce the integrity and credibility of the newly established program.


MBE/WBE

No impact.

RECOMMENDATION

It is recommended that the City Council approve the attached resolution which authorizes the City Manager to amend consultant services agreement #88050 with the Sacramento Area Council of Governments to extend contract personnel services for one year.


Respectfully submitted,


ROBERT L. LEE
Deputy Director of Public Works-
Engineering Services

Recommendation Approved:

Approved:

WALTER J. SLIPE
City Manager


MELVIN H. JOHNSON
Director of Public Works

Contact Person to
Answer Questions:

October 10, 1989
All Districts

Marilyn Kuntemeyer, Senior Engineer
Transportation Division, 449-5307

ML:lm
CA2-30.L
09.2989

Attachment

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RESOLUTION NO.

ADOPTED BY THE SACRAMENTO CITY COUNCIL

ON DATE OF _____

RESOLUTION AUTHORIZING THE CITY MANAGER AND
CITY CLERK TO EXECUTE A CONSULTANT SERVICES
AGREEMENT WITH THE SACRAMENTO AREA
COUNCIL OF GOVERNMENTS FOR THE TRANSPORTATION
SYSTEMS MANAGEMENT PLAN COORDINATOR

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

The City Manager and City Clerk are hereby authorized and directed to execute that certain Consultant Services Agreement with Sacramento Area Council of Governments for the services of personnel to implement and coordinate the Transportation Systems Management Plan is an amount not to exceed \$36,217.20.

MAYOR

ATTEST:

CITY CLERK

CA2-31.L

FOR CITY CLERK USE ONLY

RESOLUTION NO.: _____

DATE ADOPTED: _____

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Project Name: Transportation Systems
Management
Department: Public Works
Division: Transportation

CITY OF SACRAMENTO

CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT

This Agreement is made at Sacramento, California, as of October 15, 1989, by and between the City of Sacramento, a municipal corporation ("City") and Sacramento Area Council of Governments, 106 "K" Street, Suite 200, Sacramento, CA 95814 who agrees 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". 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".

- 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:

Consultant:

Walter J. Slipe
City Manager

Michael Hoffacker
Executive Director

APPROVED AS TO FORM:

ATTEST:

City Attorney

City Clerk

Attachments:
Exhibit A Exhibit C
Exhibit B Exhibit D

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EXHIBIT A

CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT
REPRESENTATIVES AND SERVICES TO BE PROVIDED

BY: Sacramento Area Council of Governments

1. Representatives:

The City Representative for this Agreement is:

<u>Mary Wray</u>	<u>Assistant to the</u> <u>Trans. Div. Mgr.</u>	<u>449-5307</u>
(Name)	(Title)	(Telephone)

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:

<u>June Holt</u>	<u>Admini. Ser. Coord.</u>	<u>441-5930</u>
(Name)	(Title)	(Telephone)

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
Transportation Division
1023 J Street, Suite 200
Sacramento, CA 95814
Attn: Mary Wray

2. Services to be provided are specified below:

- ° Provide the personnel services of Marianne Larson.
- ° Coordination of Transportation Management Plans filed under the City of Sacramento's Transportation Systems Management (TSM) Ordinances.
- ° Verification of monitoring information provided regarding success of Transportation Management Plans.
- ° Development of public relation information regarding the City of Sacramento's TSM Ordinances.

EXHIBIT B

CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT

WITH: Sacramento Area Council of Governments

FEE SCHEDULE/MANNER OF PAYMENT

Consultant shall submit a statement for services rendered on a monthly basis. The City shall reimburse SACOG within 15 days from billings for personnel services requested by the City. The total cost to the City shall not exceed \$36,217.20 for the fiscal year 1989-90 as below:

Salary	\$ 2,458.56
Fringe Benefits	
State Comp.	\$ 15.98
Unemployment Ins.	\$ 14.75
Trust Fund	\$ <u>229.01</u>
Subtotal	\$ 2,718.30
Indirect Cost to SACOG (10%)	\$ 271.80
Mileage Reimbursement	
\$.23/mile est. 100	
miles/month	\$ <u>28.00</u>
TOTAL MONTHLY	\$ 3,018.10
TOTAL ANNUALLY	\$36,217.20

The term of this agreement shall be from October 15, 1989, through October 14, 1990, or until terminated in writing by the Director of Public Works. Providing funds are available and it is mutually agreeable to both parties, this contract may be extended on a year to year basis.

Request for payment shall be sent to:

City of Sacramento
Transportation Division
1023 J Street, Suite 200
Sacramento, CA 95814
Attn: Mary Wray

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EXHIBIT C

CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT

WITH: Sacramento Area Council of Governments

FACILITIES AND EQUIPMENT TO BE PROVIDED BY CITY

The City will furnish the following facilities or equipment for this Agreement:

- Office space
- Telephone
- Office supplies
- Computer access

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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 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 pursuant to this Agreement.
2. Licenses; Permits; Etc. Consultant represents and warrants to City that he has all licenses, permits, 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 of Performance. 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 workmanlike manner and conform to the standards of quality normally observed by a person practicing in Consultant's profession.

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:

(1) 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.

(2) City shall have full ownership and control of all such writings delivered by Consultant pursuant to this Agreement.

(3) 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 judgment 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 any or all of them may be subjected, by reason of, or resulting from, directly or indirectly, the negligent performance of this contract by Consultant. 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".

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 preference in the selection and retention of subcontractors, including procurements 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 Procurements 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 procurements 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 preference.

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 procurements 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 with a subcontractor or supplier as a result of such direction, Consultant may request City to enter such litigation to protect the interests of City.

11. Insurance Requirements. During the duration of this Agreement Consultant shall maintain the following 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 & Employer's Liability	<u> X </u>	<u> </u>
Professional Liability (Errors and Omissions)	<u> </u>	<u> X </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): \$ N/A combined single limit per occurrence.

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City.

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 insured 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) Workers' 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:XIII. This requirement is waived by the City based upon their review of the certificates of insurance submitted.

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 on forms provided by the City and are to be forwarded to the City representative named in Exhibit A.

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.

MW:lm
MW2-49.L