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DEPARTMENT OF  
PUBLIC WORKS  
  
OFFICE OF THE DIRECTOR

CITY OF SACRAMENTO  
CALIFORNIA

CITY HALL  
ROOM 207  
915 I STREET  
SACRAMENTO, CA  
95814-2673

916-449-5283

July 18, 1989

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

Honorable Members in Session:

SUBJECT:     **AGREEMENTS TO OBTAIN PROPOSALS FOR ALTERNATIVES TO THE DIRECT HAUL  
OF SOLID WASTE TO THE COUNTY LANDFILL AND TO STUDY THE  
ENVIRONMENTAL IMPACTS OF HAULING CITY SOLID WASTE TO THE COUNTY  
LANDFILL**

**SUMMARY**

This report recommends that the Joint Committees approve the attached resolution. This resolution authorizes the City Manager to take those actions required to select a consultant to obtain viable alternatives to the direct haul of Sacramento Municipal Solid Waste (MSW). This report also transmits two proposed agreements to the Joint Committees for review. Transmitted for your information, as Exhibit 1, is a proposed agreement with Black and Veatch Consulting Engineers to prepare an Environmental Impact Report (EIR) for the direct haul of our MSW. The City Council previously authorized the City Manager to negotiate and execute this agreement. Also transmitted herewith, as Exhibit 2, is a proposed agreement with the firm of Brown, Vence and Associates to identify and recommend, for environmental analysis, viable alternatives to the direct haul of MSW to the County Landfill.

**BACKGROUND**

On November 17, 1987, the City Council adopted Resolution 87-949, which authorized the City Manager to negotiate and execute an agreement with Black and Veatch for professional services. These services were related to the evaluation of alternatives for solid waste direct haul versus solid waste transfer. On March 29, 1988, the City Council approved a staff recommendation that amended Resolution 87-949 such that the City Manager was to negotiate and execute an agreement to commission an EIR on direct haul of MSW and not to do a study on transfer.

Subsequent to the March 29, 1988, approval, the City Council and staff have been apprised of several alternatives to the direct haul project. Thus, City staff recommends herein that the City retain the services of a consultant to solicit, and thereafter evaluate, responses to a Request-for-Qualifications (RFQ) from all proponents of direct haul alternatives. The consultant would evaluate the various alternatives for their fiscal and technical soundness and viability. Certain alternatives determined to be viable will be included and analyzed in the EIR done for the direct haul proposal. Because of the significant environmental impacts likely to be associated with any alternative proposal, it is anticipated that an extensive environmental assessment will be required before any alternative(s) to the direct haul proposal may be selected. All alternatives selected, for consideration, will be discussed and analyzed to some extent in the direct haul EIR; however, the alternative analysis will be limited in scope and, by itself, will not allow for the selection of an alternative. To the extent that the proponent of an alternative is willing to pay for the additional costs of a more extensive environmental analysis, the City will include such further analysis as part of the direct haul EIR.

Solicitation of alternative proposals pursuant to the RFQ, and the EIR analysis, will be conducted concomitantly, and the relationship between these procedures shall be as shown on Figure 1.

The Department of Public Works has identified a consultant that could solicit and evaluate alternatives to direct haul. After review of the qualifications of three firms, the Public Works Department recommends that the City Manager be authorized to negotiate an agreement with Brown, Vence and Associates to provide the services necessary to identify viable alternatives to direct haul.

#### FINANCIAL DATA

The City approved the 1988 to 1993 Capital Improvement Program, which includes funds for this work in CIP YA 06. The Council has previously approved the execution of a direct haul EIR Agreement in an amount not to exceed \$100,000. The Department of Public Works estimates that solicitation of qualified alternatives to direct haul can be accomplished for an amount not to exceed \$100,000.

#### POLICY CONSIDERATION

This proposal would result in the City initiating an RFQ process to seek viable alternatives to the proposed direct haul of City solid waste to the County Landfill. The RFQ process should result in additional alternatives being studied in the City's EIR of direct haul. To the extent an alternative proponent wishes a more complete environmental analysis than that of a standard alternative, the proponent will bear that cost.

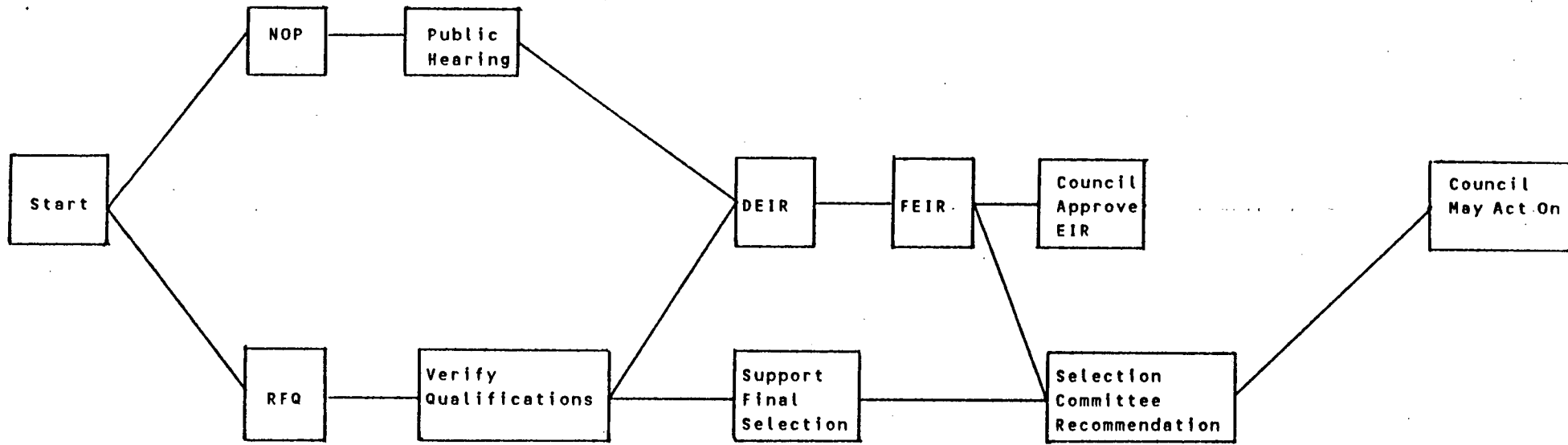
#### MBE/WBE

Neither consulting firm has been identified as an MBE/WBE. During the performance of the attached agreements, each consultant agrees to the Equal Opportunity Provisions of the City of Sacramento's Consultant and Professional Services Agreement.

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**FIGURE 1**

**INTERFACES BETWEEN  
ENVIRONMENTAL QUALITY ASSESSMENT AND  
SOLICITATION AND SELECTION OF LANDFILL AVOIDANCE ALTERNATIVES**

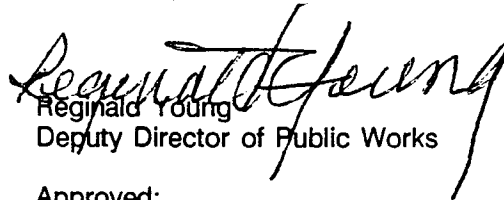


- NOP -- Notice of Preparation
- RFQ -- Request for Qualifications
- EIR -- Environmental Impact Report
- DEIR -- Draft Environmental Impact Report
- FEIR -- Final Environmental Impact Report

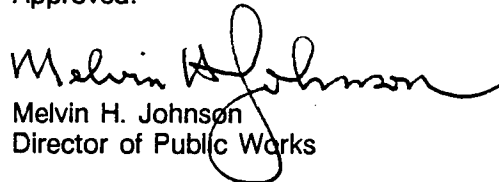
**RECOMMENDATION**

It is recommended that the Joint Committees approve the attached resolution. The resolution authorizes the City Manager to negotiate and execute an agreement, up to \$100,000, with Brown, Vence and Associates for professional services. These services are related to identifying and recommending, for environmental analysis, viable alternatives to direct haul of MSW to the Sacramento County Landfill. This report will then be forwarded to the full City Council for final adoption of the resolution.

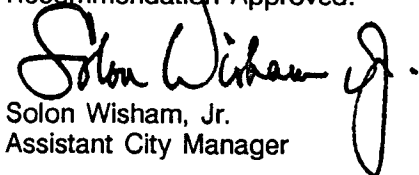
Respectfully submitted,

  
Reginald Young  
Deputy Director of Public Works

Approved:

  
Melvin H. Johnson  
Director of Public Works

Recommendation Approved:

  
Solon Wisham, Jr.  
Assistant City Manager

Contact Person to Answer Questions:  
Reginald Young, Deputy Director of Public Works  
449-5283

July 18, 1989  
All Districts

# RESOLUTION NO.

ADOPTED BY THE SACRAMENTO CITY COUNCIL

ON DATE OF \_\_\_\_\_

**A RESOLUTION AUTHORIZING THE CITY MANAGER  
TO NEGOTIATE AND EXECUTE AN AGREEMENT  
WITH BROWN, VENCE AND ASSOCIATES  
FOR PROFESSIONAL SERVICES RELATED  
TO ENVIRONMENTAL REVIEW AND THE IDENTIFICATION  
OF VIABLE ALTERNATIVES TO DIRECT HAUL  
(PROJECT NO: YA 06)**

**WHEREAS**, the City Council has previously approved the study of direct haul of Sacramento Municipal Solid Waste to the County Landfill and has directed staff to proceed with the commission of an EIR on direct haul; and

**WHEREAS**, members of the City Council and staff have been apprised of several alternatives to the direct haul project and the Department of Public Works has completed a consultant selection process to identify a firm to evaluate alternatives to direct haul.

**NOW, THEREFORE, BE IT RESOLVED THAT** the City Manager is authorized to:

1. Negotiate and execute an agreement with Brown, Vence and Associates to obtain viable alternatives to direct haul in an amount not to exceed \$100,000.
2. Utilize a funding policy that "to the extent an identified alternative proponent wishes more complete environmental analysis than that of a standard alternative in the direct haul EIR, the proponent will bear the added cost of his alternative."

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

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**FOR CITY CLERK USE ONLY**

RESOLUTION NO.: \_\_\_\_\_

DATE ADOPTED: \_\_\_\_\_



- 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

Consultant:

\_\_\_\_\_  
City Manager  
(Title)

\_\_\_\_\_  
Manager  
(Consultant Title)

\_\_\_\_\_  
P.O. Box 4247  
(Address)

APPROVED AS TO FORM:

\_\_\_\_\_  
Walnut Creek, CA 94596  
(City/State/Zip)

\_\_\_\_\_  
CITY ATTORNEY

ATTEST:

\_\_\_\_\_  
CITY CLERK

Attachments

- Exhibit A      Exhibit C
- Exhibit B      Exhibit D

EXHIBIT A

CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT

REPRESENTATIVES AND SERVICES TO BE PROVIDED

BY Black and Veatch

1. Representatives:

The City Representative for this Agreement is:

<u>David Pelser</u>	<u>Solid Waste Division Manager</u>	<u>(916) 449-2195</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>Ronald Snedegar</u>	<u>Manager</u>	<u>(415) 944-5770</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  
Department of Public Works  
1231 I Street, Suite 103  
Sacramento, CA 95814-2673  
 Attn: David Pelser

2. Services to be provided are specified below:

Subject to the terms and conditions set forth herein, Consultant shall accomplish all work necessary to prepare an Environmental Impact Report (EIR) for the Direct Haul of Sacramento City Municipal Solid Waste to the Sacramento County Landfill. The EIR shall be prepared in accordance with the requirements of the California Environmental Quality Act (CEQA), the guidelines for implementation of CEQA, and the local regulations of the City of Sacramento. The work shall include, but not be limited to, the following:

**TASK 1 – SCOPING/NOTICE OF PREPARATION**

1.1 – Scoping

The Consultant shall, immediately after award of contract and Notice to Proceed, prepare a Notice of Preparation (NOP) for distribution and shall schedule two scoping sessions, one in the day and one in the evening, for representatives of responsible agencies and the public, respectively. The Consultant shall participate in the scoping sessions and shall prepare a brief summary report of the sessions for City staff review and Draft EIR Appendix inclusion.

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Prior to preparation of the NOP, an initial conference shall be held between City staff and key Consultant personnel. The purpose of this conference will be to identify existing base data and resources helpful to the Consultant in the preparation of the Draft EIR. This conference will also serve to further establish specific City concerns and anticipated Consultant focus during the preparation of the EIR and to delineate special areas of desired emphasis in analysis and report generation. The NOP shall include references to a Request-for-Qualifications (RFQ) that shall seek alternatives to the project.

The NOP shall circulate for 30 days. At the conclusion of the circulation, the Scope of Work for Task 2 shall be finalized.

## **TASK 2 -- DRAFT EIR**

### **2.1 -- Data Collection**

The Consultant shall assemble, through a combination of site, route and vicinity inspection, records search, field work, interviews, and document review, and input from Brown, Vence and Associates (BVA), the necessary base data required to describe and analyze the environmental setting of the project as necessary to identify potential adverse impacts. During the course of this task, liaison shall be maintained with City staff for the purpose of verifying data legitimacy and enabling interpretations of significance of data where appropriate.

### **2.2 -- Analysis of Environmental Setting and Potential Project Impacts**

The Consultant shall review all previously assembled environmental documents and base data to determine the possible affects of the project on the local and regional setting. Alternative mitigation measures, for identified adverse environmental impacts, shall be formulated, considered, and recommended on the basis of effectiveness and implementability. Emphasis shall be placed upon the selection and comparative environmental evaluation of project alternatives.

The alternatives to the project to be evaluated shall include:

1. No Project
2. Recycling/Transfer
3. Processing into Refuse Derived Fuel (RDF)/Materials Recovery Facility (MRF)
4. Composting
5. Landfilling Vegetal Waste at a Class III Site

Additional alternatives within the project may be identified by the RFQ-TI procedure. If identified, these alternatives will also be included in the EIR.

### **2.3 -- Preparation of Draft EIR Document**

Based on completion of the foregoing tasks, the Consultant shall prepare a draft of the EIR document. Six copies of this administrative draft document shall be provided to the City staff for review and comment. Based on staff comments, the document shall be revised and prepared for general distribution in accordance with City and State CEQA guidelines. The Consultant shall assist the City in development of an appropriate distribution list for the Draft EIR. The Consultant shall assume responsibility for printing 100 copies of the Draft EIR for distribution. Postage and actual document distribution shall be the responsibility of the City. A Notice of Completion shall be filed by the City with the State when the Draft EIR is circulated; the Notice shall be prepared by the Consultant.

**TASK 3.0 – FINAL EIR**

**3.1 -- Preparation of Final EIR Document**

The Consultant shall review and prepare responses to all comments received from individuals, agencies, and organizations reviewing the Draft EIR. Additional research and analysis shall be conducted by the Consultant as necessary. The comments and Consultant's responses shall be combined with a listing of all persons, organizations, and agencies commenting on the Draft EIR, and any other pertinent materials, and published as an appendix to the Draft EIR. This appendix, and the Draft EIR, shall then constitute the final EIR for the project. The Consultant shall prepare, and forward to the City for review, six copies of an Administrative Review Final EIR.

**3.2 -- Mitigation Monitoring**

The Consultant shall develop a mitigation reporting and monitoring program for all mitigation measures recommended for the project.

**3.3 -- Public Meetings/Hearings**

The Consultant shall attend all public meetings, workshops, or hearings necessary to the environmental processing of this project by the City Planning Commission, Transportation and Community Development Committee, and the City Council. The Consultant shall be prepared to make presentations and/or respond to City officials and public questions as deemed appropriate by the City staff. It is anticipated that there will be no more than five public meetings, workshops or hearings. If staff requires the Consultant to attend more than five such meetings, the cost of such attendance shall be separately negotiated.

Additionally, the Consultant proposes to meet monthly with the City staff, during EIR preparation and processing, to provide progress reporting, review data, and analysis, and secure City staff input as required to assure that the completed EIR fully meets the City's needs.

**Products:**

- 6 Copies. Administrative Draft EIR
- 100 Copies and One Camera Ready Original, Draft EIR
- 6 Copies, Administrative Draft Final EIR
- 100 Copies and One Camera Ready Original, Final EIR
- 2 Scoping Meetings
- 1 Public Hearing, Transportation and Community Development Hearing
- 2 Meetings Agencies, e.g. APCD, County Public Works
- 1 Public Hearing, City Council
- 6 Meeting, City Staff

Schedule:

	<u>Weeks from Authorization</u>	<u>Estimated Target</u>
Notice to Proceed	0	
Draft Initial Study/NOP	1	
City Review of NOP	1	
Final Initial Study/NOP	1	
Issue NOP	1	
Public Review of NOP	6	
Incorporate NOP Comments and Prepare Definitive Scope	4	
City Authorization to Go	2	
Prepare Administrative Draft EIR	18	
City Review of Administrative Draft EIR	1	
Prepare Draft EIR	4	
Public Review of Draft EIR	8	
Incorporate Public Comments and Prepare Administrative Draft of Final EIR	9	
City Review of Administrative Draft of Final EIR	2	
Prepare Final EIR	4	
Certification of EIR		
Prepare Mitigation Monitoring and Reporting Program		

**EXHIBIT B**  
**CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT**

WITH Black and Veatch

**FEE SCHEDULE/MANNER OF PAYMENT**

Charges determined on this contract shall be billed monthly.

The fees for services on this agreement shall not exceed \$ \_\_\_\_\_.

Request for payment shall be sent to:

City of Sacramento.  
Department of Public Works  
915 I Street. #207  
Sacramento CA 95814-2673  
Attn: Jerry Klagge  
Ref: PN/JN: \_\_\_\_\_

EXHIBIT C

CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT

WITH Black and Veatch

FACILITIES AND EQUIPMENT TO BE PROVIDED BY CITY

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

If facilities and equipment are to be furnished, specify below:

1. The City shall provide all previous studies and EIR's done by or for the City on transfer or direct haul of its solid waste.

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 attempt 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.

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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 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".
  - 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 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 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; and
  - (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 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>Required</u>	<u>Not Required</u>
Coverage - 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) Worker's 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): \$ 0.00 combined single limit per occurrence.

**C. Deductibles and Self-Insured Retention.**

Any deductibles or self-insured retention 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) 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 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 may, however, be waived in individual cases; provided, however that in no event will a carrier with a rating below A:X be acceptable.

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.



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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

Consultant:

\_\_\_\_\_  
City Manager  
(Title)

\_\_\_\_\_  
President  
(Consultant Title)

\_\_\_\_\_  
120 Montgomery Street, Suite 680  
(Address)

APPROVED AS TO FORM:

\_\_\_\_\_  
San Francisco, CA 94104  
(City/State/Zip)

\_\_\_\_\_  
CITY ATTORNEY

ATTEST:

\_\_\_\_\_  
CITY CLERK

Attachments

Exhibit A      Exhibit C  
Exhibit B      Exhibit D

EXHIBIT A

CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT

REPRESENTATIVES AND SERVICES TO BE PROVIDED

BY Brown, Vence and Associates

1. Representatives:

The City Representative for this Agreement is:

<u>Reginald Young</u>	<u>Deputy Director of Public Works</u>	<u>(916) 449-5283</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>Michael D. Brown</u>	<u>President</u>	<u>(415) 434-0900</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

Department of Public Works

915 I Street, Suite 207

Sacramento, CA 95814-2673

Attn: Reginald Young

2. Services to be provided include, but are not limited to, the following:

Subject to the terms and conditions set forth herein, Consultant shall accomplish all work necessary to identify and recommend, for environmental analysis, viable alternatives to the Direct Haul of Municipal Solid Waste to the Sacramento County Landfill.

**TASK 1 – DRAFT REQUEST FOR QUALIFICATIONS (RFQ) AND TECHNICAL INFORMATION (TI)**

1.1 – Scoping

An initial conference shall be held between City staff and key Consultant personnel to finalize goals, objectives, and timing of the process. The Consultant shall determine specific concerns, standards, and policies of the City and data needs of the Environmental Impact Report (EIR) Consultant for inclusion in a Request-for-Qualifications (RFQ) and Technical Information (TI).

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1.25 -- With City staff assistance, prepare a mailing list of known proponents of alternatives and a draft of a notice announcing the upcoming procurement. Also, prepare an announcement suitable for publishing in the local newspaper.

1.3 -- Prepare an Administrative Review Draft of the RFQ-TI that Includes:

Background on the City's solid waste situation.

Goals and objectives of the procurement.

Minimum standards required for consideration.

Informational requests.

- Personnel
- Financial
- Technical
- Environmental

Submit administrative draft for review by City and EIR Consultant.

1.4 -- Draft Selection Procedure and Criteria

Prepare a draft of the selection procedure and criteria for review by the City.

1.5 -- Review Meeting

Hold a meeting to review the draft RFQ-TI and selection procedure. Discuss and finalize both documents, including establishing minimum qualification criteria and weighing the selection criteria.

## **TASK 2 -- PUBLISH REQUEST-FOR-QUALIFICATIONS (RFQ)**

Based on input from the City and its EIR Consultant, finalize the RFQ. Submit 100 copies of the Final RFQ to City for mailing to vendors who have responded to the announcement (Task 1).

## **TASK 3 -- VENDORS RESPONSE REVIEW**

3.1 -- Initial Response Period Services

Attend and support the City in a vendors conference and answer technical questions during the initial response period. Issue addenda and clarifications, if required.

3.2 -- Initial Response Review

Review responses to the RFQ-TI received for completeness. Request additional information or clarification from responding vendors as appropriate. Evaluate responses in accordance with selection criteria. Prepare easy to read evaluation summaries for use by the City selection committee.

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### 3.3 – Selection Committee Meeting

Attend a meeting of the selection committee. Make a presentation on the evaluations performed. Assist committee, as needed, to develop an initial short list.

### 3.4 – Interview Selected Vendors

Attend interviews with short-listed vendors. Provide selection committee with key questions to ask vendors. Evaluate responses. Assist committee to finalize short list.

## TASK 4 – DRAFT REQUEST FOR COST PROPOSALS (RFCP)

4.1 – Prepare a draft of the RFCP for review by the City.

4.2 – Review Meeting

Meet with City to review and finalize RFCP.

4.3 – Prepare Final RFCP

Incorporate appropriate City comments and prepare 100 copies of the final RFCP for the short-listed vendors.

4.4 – Response Period Services

Assist in establishing the final evaluation process.

## TASK 5 – EVALUATE FINAL PROPOSALS

5.1 –

Review proposals for completeness. Request additional information on clarifications, as appropriate. Evaluate and compare cost proposals on a life-cycle basis. Prepare an easy-to-read comparative evaluation summary for use by the selection committee.

5.2 – Hold Final Interviews

Support the selection committee in final interviews with the top responding vendors. Prepare key questions and evaluate responses.

5.3 – Select Vendor

In a meeting, support the selection committee, as needed, in identifying a vendor(s) for the alternative project.

2

**EXHIBIT B**

**CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT**

WITH Brown, Vence and Associates

**FEE SCHEDULE/MANNER OF PAYMENT**

Charges for services, in this agreement, shall be billed monthly.

The fee for services on this agreement shall not exceed \$

Request for payment shall be sent to:

City of Sacramento

Department of Public Works

915 I Street. #207

Sacramento CA 95814-2673

Attn: Jerry Klagge

Ref: PN/JN:

6.0 -- Public Meetings/Hearings

The Consultant shall attend all meetings, workshops, or hearings necessary to the environmental processing of this project by the City Planning Commission, Transportation and Community Development Committee, and the City Council. The Consultant shall be prepared to make presentations and/or respond to City officials and public questions, as deemed appropriate, by the City staff. It is anticipated that there will be no more than four public meetings, workshops or hearing. If staff requires the Consultant to attend more than four such meetings, the cost of such attendance shall be separately negotiated.

Additionally, the Consultant proposes to meet monthly with the City staff, during RFQ-RFCP preparation and processing, to provide progress reporting, review data and analysis, and secure City staff input, as required, to assure that the completed selection process fully meets the City's needs.

Products:

- 8 Copies. Administrative Draft RFQ
- 100 Copies and One Camera Ready Original, Final RFQ
- 8 Copies, Administrative Draft RFCP
- 100 Copies and One Camera Ready Original, Final FFCP
- 2 Scoping Meetings
- 3 Selection Committee Meetings
- 1 Public Hearing, City Council
- 6 Meeting, City Staff

Schedule:

	<u>Weeks from Authorization</u>	<u>Estimated Target</u>
Notice to Proceed	0	
Prepare Draft RFQ	3	
City Review of Draft RFQ	1	
Prepare Final RFQ	1	
Publish Final RFQ	1	
Proposed Response to RFQ	6	
Review Responses to the RFQ	4	
Interview of RFQ Responders	2	
Short-List RFQ Responders	1	
Obtain Approval of Short List	3	
Prepare Draft RFCP	4	
City Review of Draft RFCP	1	
Prepare Final RFCP	1	
Polish Final RFCP	1	
Proponent Response Period	4	
Evaluate Proposals	4	

**EXHIBIT C**

**CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT**

**WITH Brown, Vence and Associates**

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

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

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 attempt 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 from 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 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".
  - 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 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, martial 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; and
  - (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 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>Required</u>	<u>Not Required</u>
Coverage - 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) Worker's Compensation as required by the Labor Code of the State of California, and Employers' Liability insurance.

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- (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): \$ 0.00 combined single limit per occurrence.

**C. Deductibles and Self-Insured Retention.**

Any deductibles or self-insured retention 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) 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 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 may, however, be waived in individual cases; provided, however that in no event will a carrier with a rating below A:X be acceptable.

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.