



City of Sacramento

Tax ID # if applicable:

Requires Council Approval: No YES Meeting: 12/15/09

Real Estate Other Party Signature Needed Recording Requested

General Information

Type: Select Contract Type Formal Bid-Prof Service	PO Type:	Attachment: Supplement No.:
\$ Not to Exceed: \$ 159,613.00		Original Doc Number:
Other Party: Fehr & Peers		Certified Copies of Document::
Project Name: Sacramento River Crossing(s) Alternatives Study		Deed: <input type="checkbox"/> None <input type="checkbox"/> Included <input type="checkbox"/> Separate
Project Number: T15068800	Bid Transaction #: NA	E/SBE-DBE-M/WBE: 20%

Department Information

Department: Transportation Division: Office of the Director
 Project Mgr: Francesca Lee Halbakken Supervisor: Jerry Way
 Contract Services: David Flores, Jr. MPA Date: 11/16/09 Section Manager: NA
 Phone Number: (916) 808-8277 Division Manager: NA
 Comment: Org Number: 15001041

Review and Signature Routing

Department	Signature or Initial	Date
Contract Services:		11/12/09
Project Manager:		11-16-09
Supervisor:		
Section Manager:		
Division Manager:		

City Attorney	Signature or Initial	Date
City Attorney (MC: 09300):		11/16/09

Send Interoffice Mail Notify for Pick Up

Authorization	Signature or Initial	Date
Department Director, Jerry Way Concurrence Here Only:		11-16-09
City Manager (MC 09200): Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		
City Clerk (MC: 09400):		

For City Clerk Processing

Finalized:

Initial: _____

Date: _____

Imaged:

Initial: _____

Date: _____

Received: (City Clerk Stamp Here) 91 NOV 16 2009

RECEIVED
CITY CLERK'S OFFICE
CITY OF SACRAMENTO

PROJECT #: T15068800
PROJECT NAME: Sacramento River Crossing(s) Alternatives Study
DEPARTMENT: Transportation
DIVISION: Office of the Director

CITY OF SACRAMENTO

PROFESSIONAL SERVICES AGREEMENT FOR DESIGN SERVICES

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

THIS AGREEMENT is made at Sacramento, California, as of December 15, 2009, by and between the **CITY OF SACRAMENTO**, a municipal corporation ("CITY"), and

*Fehr & Peers
2990 Lava Ridge Ct, Ste 200
Roseville, CA 95661
Phone: (916) 773-1900/Fax: (916) 773-2015*

("CONTRACTOR"), who agree as follows:

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

4. **General Provisions.** The General Provisions set forth in Exhibit D, that include indemnity and insurance requirements, are part of this Agreement. In the event of any conflict between the General Provisions and any terms or conditions of any document prepared or provided by CONTRACTOR and made a part of this Agreement, including without limitation any document relating to the scope of services or payment therefor, the General Provisions shall control over said terms or conditions.
5. **Non-Discrimination in Employee Benefits.** This Agreement is subject to the provisions of Sacramento City Code Chapter 3.54, Non-Discrimination in Employee Benefits by City Contractors. The requirements of Sacramento City Code Chapter 3.54 are summarized in Exhibit E. CONTRACTOR is required to sign the attached Declaration of Compliance (Equal Benefits Ordinance), to assure compliance with these requirements.
6. **Authority.** The person signing this Agreement for CONTRACTOR hereby represents and warrants that he/she is fully authorized to sign this Agreement on behalf of CONTRACTOR and to bind CONTRACTOR to the performance of its obligations hereunder.
7. **Exhibits.** All exhibits referred to herein are attached hereto and are by this reference incorporated as if set forth fully herein.

Executed as of the day and year first above stated.

CITY OF SACRAMENTO

A Municipal Corporation

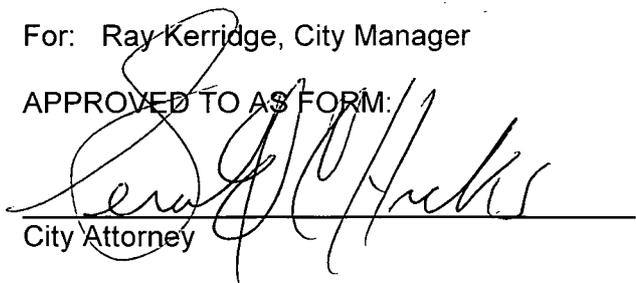
By: _____

Print name: _____

Title: _____

For: Ray Kerridge, City Manager

APPROVED TO AS FORM:



City Attorney

ATTEST:

City Clerk

Attachments

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

CONTRACTOR:

Fehr & Peers
NAME OF FIRM

68 - 0065540

Federal I.D. No.

32372443

State I.D. No.

139007

City of Sacramento Business Op. Tax Cert. No.

TYPE OF BUSINESS ENTITY (check one):

Individual/Sole Proprietor

Partnership

Corporation (may require 2 signatures)

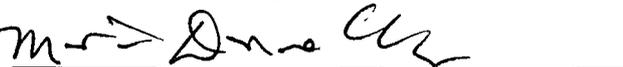
Limited Liability Company

Other (please specify: _____)



Signature of Authorized Person

Matthew J. Henry
Print Name and Title



Additional Signature (if required)

Marianne Dannelly CFO
Print Name and Title

**DECLARATION OF COMPLIANCE
Equal Benefits Ordinance**

Name of Contractor: Fehr & Peers

Address: 2990 Lava Ridge Ct, Ste 200, Roseville, CA 95661

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

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

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

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

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

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

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

Martin Donnelly
Signature of Authorized Representative

11-9-09
Date

Martin Donnelly
Print Name

CFO
Title

EXHIBIT A

PROFESSIONAL SERVICES AGREEMENT FOR DESIGN SERVICES

SCOPE OF SERVICES

1. Representatives.

The CITY Representative for this Agreement is:

*Fran Halbakken, PE, Operations Manager
Department of Transportation, Office of the Director
915 I St, Room 2000
Sacramento, CA 95814*

Phone: (916) 808-7194/Fax: (916) 808-8281/E-mail: fhalbakken@cityofsacramento.org

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

The CONTRACTOR Representative for this Agreement is:

*Ron Milam, Project Manager
Fehr & Peers
2990 Lava Ridge Ct, Ste 200
Roseville, CA 95661*

Phone: (916) 773-1900/Fax: (916) 773-2015

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

- 2. Professional Liability Insurance.** Professional Liability (Errors and Omissions) insurance is X is not [check one] required for this Agreement. If required, such coverage must be continued for at least 1 year(s) following the completion of all Services and Additional Services under this Agreement. (See Exhibit D, Section 11, for complete insurance requirements.)

3. Conflict of Interest Requirements.

- A. **Generally.** Under the California Political Reform Act, Government Code §§ 81000 et seq., designated employees of the CITY are required to comply with the CITY's Conflict of Interest Code. The term designated employees is a term of art and includes individuals who are working for contractors who are providing services or performing work for the CITY and who are considered to be consultants under the Political Reform Act. The term consultant generally includes individuals who make, or participate in making, governmental decisions or who serve in a staff capacity.

Individuals who perform work that is solely clerical, ministerial, manual or secretarial are not "consultants."

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

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

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

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

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

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

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

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

4. Scope of Services.

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

5. Time of Performance. The services described herein shall be provided during the period, December 15, 2009 through December 31, 2010, in accordance with the schedule, set forth in the scope of services.

Work Plan

The following is Fehr & Peers' understanding of the project and the proposed work plan for the Sacramento River Crossing(s) Alternatives Study.

BACKGROUND

For over a decade, the concept of another Sacramento River crossing has surfaced in multiple forums, including the Sacramento Riverfront Master Plan (SRMP) and the Sacramento Area Council of Governments (SACOG) Metropolitan Transportation Plan (MTP). The concept of a new bridge in the central city has ignited controversy from a broad range of stakeholders. Mobility, air quality, safety and security have been cited as benefits of a new Sacramento River crossing. Traffic congestion, growth-inducement, and community impacts are often presented as counter-arguments.

The Master Plan for the Sacramento Riverfront builds on four central guiding principles identified by the communities:

- Creating riverfront neighborhoods and districts
- Establishing a web of connectivity
- Strengthening the green backbone of the community
- Making places for celebration

In past planning efforts, a bridge linking Broadway in the City of Sacramento and the Pioneer Bluff area in the City of West Sacramento was identified as an opportunistic alignment to enhance mobility. The Waterfront Coordination Committee, established by the Cities of Sacramento and West Sacramento to implement the SRMP, recommended a detailed evaluation of the Broadway alignment. The Broadway Bridge Concept and Feasibility Study began in 2006 and faced controversy, which included a petition requesting staff to consider multiple river crossing alignments before conducting a detailed feasibility review of just one. Since that time, the Sacramento City Council adopted the 2030 General Plan, which includes a new crossing of the Sacramento River without identifying a specific alignment.

We understand the focus of this study is to engage stakeholders in a transportation planning process that will objectively determine the purpose and need of a new river crossing. The purpose and need will be ground in the community values stated in the General Plan policies and expressed by stakeholders during the public planning process. An alternatives analysis of multiple alignments would follow, which would include a framework of objectives built upon the diverse set of objectives outlined in the General Plan for any new bridge crossing or transportation investment. Given the heightened sensitivity of the project, we anticipate an open and engaging public process including stakeholders and the public. We understand the delicate balance of mobility needs and community concerns and intend to fully engage stakeholders such as the Land Park Community Association and Southside Park Neighborhood Association as well as business, development, and government interests whose plans will be directly affected by the level of accessibility between West Sacramento and downtown Sacramento. We believe a transparent and proactive public outreach process is vital to the success of the study.



We anticipate the greatest mobility need for a new river crossing will be within the urban core of both cities; however, we intend to explore alignments between the two jurisdictions without geographic restrictions. We also intend to clearly answer the question about the need and purpose for expanding bridge capacity across the Sacramento River.

PROJECT UNDERSTANDING

According to the Sacramento River Crossing(s) Alternative Study Request for Proposals (RFP), the City of Sacramento wants to conduct a planning study for potential new crossings of the Sacramento River that engages interested parties in the planning process. This study will first develop a purpose and need statement that can be used in developing and evaluating potential alternatives. These alternatives could include, but are not limited to, a no build scenario or multiple build scenarios that consider various bridge cross section types (i.e., types of travel modes that are accommodated), various locations, and number of crossings. Planning level analysis of opportunities, constraints, land use implications, impact assessments, travel demand modeling, and cost estimates will be used to help inform the planning process, which will include a public outreach element.

Transportation planning studies are most effective when they can clearly identify the specific objectives that are intended to be achieved by the project so that the evaluation can measure how well each alternative performs. The best outcomes tend to occur when the objectives are clearly linked to well-established community values. An important part of the study will be to establish these links early in the process so that the evaluation will be meaningful to the city and other interested parties. This approach ensures the study will be able to influence future decision making.

City of Sacramento General Plan Key Transportation Goals and Policies Relating to New Bridge Capacity Over the Sacramento River

Goal M 1.1 – Comprehensive Transportation System.

Provide a transportation system that is effectively planned, managed, operated, and maintained.

Goal M 1.3 – Barrier Removal.

Improve system connectivity by removing barriers to travel.

M 1.3.3 – Eliminate Gaps. The City shall eliminate “gaps” in roadways, bikeways, and pedestrian networks.

a. The City shall construct new multi-modal crossings of the Sacramento and American Rivers.

b. The City shall plan and seek funding to construct grade-separated crossings of freeways, rail lines, canals, creeks, and other barriers to improve connectivity.

c. The City shall construct new bikeways and pedestrianways in existing neighborhoods to improve connectivity.

Goal M 4.1 – Roadway System.

Create a roadway system that will ensure the safe and efficient movement of people, goods, and services that supports livable communities and reduces air pollution and greenhouse gas emissions.

M 4.1.2 – Balancing Community Impacts with Economic Development Goals. The City shall evaluate and strive to balance impacts to the community and the environment with economic development goals when adding or modifying roads and bridges.

M 4.1.3 – Community Outreach. The City shall continue to work with the community on an individual-project basis to identify feasible solutions to lessen the impacts of arterial and collector improvements on local streets.

M 4.1.5 – Bridge Crossings. The City shall continue to work with adjacent jurisdictions to establish the appropriate responsibilities to fund, evaluate, plan, design, construct, and maintain new river crossings.

M 4.2.4 Pedestrian and Bicycle Facilities on Bridges. The City shall identify existing and new bridges that can be built, widened, or restriped to add pedestrian and/or bicycle facilities.

M 4.2.5 – Multi-Modal Corridors. The City shall designate multimodal corridors in the Central City, within and between urban centers, along major transit lines, and/or along commercial corridors to receive increased investment for transit, bikeway, and pedestrianway improvements.

Goal M 4.3 – Neighborhood Traffic.

Enhance the quality of life within existing neighborhoods through the use of neighborhood traffic management techniques, while recognizing the City’s desire to provide a grid system that creates a high level of connectivity.



The City has already expressed a number of community values as goals and policies of the recently adopted General Plan. At least 10 of the transportation goals and 25 related policies relate to the provision of new bridge capacity over the Sacramento River. Of particular note, the goals and policies listed on the previous page stand out because they recognize the following important relationships.

- ***The transportation system influences land use development because it affects accessibility.*** Accessibility is defined as people's ability to reach desired goods, services, and activities. The accessibility between downtown Sacramento and West Sacramento will directly influence the amount and type of future development in these areas. This relationship was recognized in the SACOG MTP and the City's General Plan for its importance in helping to create a transportation network that would support a land use pattern that increases travel choices while reducing vehicle travel and its related impacts.
- ***Increases in accessibility are accompanied by increases in travel demand.*** The extent to which any new or expanded bridge will increase accessibility will be largely dependent on the location, what modes are accommodated, and the level of capacity. Increases in travel demand directly relate to beneficial increases in economic activity but can also yield undesirable effects on neighborhood quality of life due to the level of vehicle traffic, noise, air pollution, and conflicts with bicyclists and pedestrians. The City's General Plan policies recognize these important tradeoffs and clearly state that they need to be addressed when considering transportation network expansion.
- ***Tradeoffs need to be prioritized.*** While the City's General Plan recognizes the important tradeoffs between transportation choices, land use and economic development, neighborhood quality of life, and environmental impacts, the community values with the highest priorities will need to be determined during this project through a public process. This approach recognizes that community values vary depending on their context.

During the study, a complete list of community values expressed through goals and policies of existing plans and stated through the public outreach program will be compiled into a matrix of objectives. Once a complete set of objectives is established, we will work with City staff and stakeholders to establish priorities related to any significant tradeoffs between competing objectives. This information can help to refine the purpose and need statement to ensure it reflects community values and desires for the future transportation system. The purpose and need statement will be used to evaluate the alternatives along with a technical analysis of physical and institutional opportunities and constraints, engineering feasibility, environmental impacts, traffic operations, and cost estimates. An initial set of findings will be reported allowing the City and stakeholders to refine the alternatives, the draft purpose and need statement, or both. A final evaluation iteration will be conducted and a prioritized ranking of the alternatives will be recommended.



TASK 1. PURPOSE AND NEED STATEMENT

A project *need* is the transportation deficiency or problem that is identified, and a project *purpose* is the set of objectives that will be met to address the transportation deficiency or problem. A well-defined purpose and need statement is critical to project planning because it helps to define the scope of a project, guide the development and evaluation of alternatives, identify potential context sensitive solutions, provide legally defensible transportation decisions, and justify projects for programming.

The development of a purpose and need statement needs to consider the potential for the project to include federal funding or approvals that could trigger review under the National Environmental Policy Act (NEPA). According to the RFP, federal funding is anticipated. As such, federal guidelines for the development of the purpose and need statement will be followed. According to the Code of Federal Regulations (40 CFR 1502.13), all federally-funded Environmental Impact Statements (EISs) must contain a statement briefly specifying the underlying purpose and need to which the agency is responding in proposing the alternatives including the proposed action. This brief statement describes the name of the project and project location, the existing facility, and a clear discussion of the purpose and need for the project. Given the City's General Plan focus on multi-modal travel and complete streets, we will consider transportation needs based on deficiencies of the existing or future transportation system considering all surface travel modes including pedestrians, bicyclists, transit users, and vehicles. We will also follow the Caltrans purpose and need statement guidance contained in the standard environmental reference documents (<http://www.dot.ca.gov/ser/forms.htm>) and Deputy Directive 83 (DD 83) (<http://www.dot.ca.gov/hq/oppd/DD-83.pdf>).

Another important aspect of defining the project will be establishing a defensible study area, clear logical termini, and independent utility. While this preliminary planning study will not involve NEPA review, we propose to follow federal guidelines for key steps in developing project alternatives to ensure that subsequent environmental review efforts, if they occur, are taken into consideration. According to 23 CFR 711.111(f)(1), actions evaluated in an EIS or Finding of No Significant Impact (FONSI) shall connect logical termini and be of sufficient length to address environmental matters on a broad scope. To comply with this requirement, we will discuss the rationale for how the project limits were chosen and explain how the project has logical termini and independent utility. Federal funded transportation projects must show that the proposed project is a complete system unto itself or is an interim phase of a complete project. As part of this process, we proposed to use the regional SACMET model to help identify the immediate traffic influence area for the potential bridges based on select link analysis such as that shown in the example on the following page.

Deliverables

- Draft purpose and need statement
- Map of logical termini with description of independent utility

Task 2. Public Outreach

Representatives of the Greater Broadway Partnership, Land Park Neighborhood Association, SACOG, City of Sacramento, West Sacramento and others we've contacted to prepare this outreach scope have emphasized the need to actively engage stakeholders on both sides of the Sacramento River in a collaborative process to identify priorities for crossings between West Sacramento and Sacramento. The priorities need to be established within the framework of existing plans (such as the City of Sacramento and West Sacramento General Plans – see excerpt at right) and community values expressed through the public outreach process. Several of these stakeholders confirm that the purpose and need for additional Sacramento River crossings have not been clearly defined. Many also feel that most of the earlier river-crossing proposals were developed without their input and that any newly proposed crossing solutions must reflect clearly defined community values. One stakeholder emphasized that going forward they (stakeholders generally) are “not interested in someone presenting a PowerPoint extolling the benefits of the proposed crossing.” They instead would like to be involved in a facilitated process through which their needs and concerns are heard and directly influence this study's conclusions.

The stakeholder engagement process we're proposing also will help resolve varying jurisdictional perspectives on purpose and need, schedule, and other related issues. By providing the background and overall goals of the project, clearly defining stakeholder roles, eliminating information gaps, identifying and addressing stakeholder concerns, and finding common ground on crossing opportunities, we will work toward consensus among all involved stakeholders and, in turn, facilitate development of community-responsive crossing priorities.

Stakeholder Selection and Role (EC/AIM)

We envision developing a stakeholder group that will be an active participant throughout the study and offer constructive feedback to the project team, ensuring that identified crossing priorities effectively address

City of West Sacramento General Plan

In 2004, the City of West Sacramento adopted a revised General Plan that included a number of goals and objectives for the next 20 years. The overarching vision stated that, “West Sacramento will become a Premier City in the Sacramento Valley. As such, we will be recognized throughout the state for the following amenities.”

- The West Sacramento Riverfront will be a well-known regional attraction. The river's edge will be a gathering point for people of the Sacramento Region and beyond with both active social points of activities and quiet, natural opportunities to enjoy the river.
- Both sides of the river will be a part of a strong, vibrant, and healthy metropolitan Downtown which will provide a world class urban experience for workers, visitors and a large residential population.
- The City will remain a powerful job center for the region, maintaining its current strengths in distribution and adding significant new employment in manufacturing and office occupations.
- The northern half of the City will give new emphasis to the positive cultural and physical aspects of all areas. Improvement to streets and utilities will be matched by steady private upgrading of homes by residents. *Neighborhoods will retain a sense of local identity and pride while also feeling that they are a meaningful part of the City. West Capitol Avenue will find new life as an active and attractive mixed-use commercial and residential core.*
- The southern half of the City will be known as one of the most popular and desirable new suburban areas in the region. Development will create new neighborhoods with their own identity and character but yet be connected to the City as a whole. The amenities and master planned pedestrian and transit friendly villages will become models for others to follow.



Sacramento and West Sacramento community needs. Because stakeholder-group credibility depends upon the degree of its inclusiveness, members need to represent the diversity of the broader community and be actively engaged in the process we outline. With our large network of relationships in both jurisdictions and significant experience with community-involvement processes, we are well positioned to deliver on this critically important part of the project. It will be especially important for the outreach effort to include previously engaged and active community stakeholders, including, but not limited to, the Land Park Neighborhood Association, Greater Broadway Partnership and Southside Park Neighborhood Association in Sacramento, and The Rivers Community Association in West Sacramento. Other priority stakeholder organizations include the Little Pocket, Greenhaven, and Pocket Neighborhood Associations; Sacramento parent teacher associations, which are starting to coordinate on community issues; Sacramento Metro Chamber; Downtown Sacramento Partnership; West Sacramento Chamber; WALKS Sacramento; Sacramento Area Bicycle Advocates; appropriate regulatory agencies; and many others.

The stakeholder involvement process is outlined below.

- Implement stakeholder identification and recruitment process, including development of stakeholder advisory committee (SAC) candidate list in partnership with Sacramento and West Sacramento staffs and consulting team, development of SAC roles and responsibilities, and direct outreach to potentially interested members.
- Coordinate and facilitate five SAC meetings, including agenda development, facilitation, and follow-up reporting. A facilitated stakeholder process will ensure that Sacramento and West Sacramento are providing an opportunity for a robust discussion of community values, goals, and strategies; address information gaps with presentations by Sacramento and West Sacramento staff, Fehr & Peers, and/or other technical representatives; identify issues related to crossing goals and generate discussion regarding resolution of those issues; generate discussion and prioritization of action items to attain the goals; and support the selection and prioritization of crossing alternatives. Each stakeholder meeting will be developed and executed to ensure a concrete deliverable, starting with definition of a problem statement to a draft and finalization of a purpose and need statement, and development of evaluation criteria for crossing alternatives. Refer to the project schedule for proposed SAC agenda items and milestones.
- Coordinate two stakeholder site visits, including scheduling, outreach and logistics. Viewing potential crossing locations with stakeholders first hand offers a unique "hands-on" opportunity to assess benefits and challenges.
- Coordinate and facilitate two public workshops, including scheduling, site preparation and follow-up reporting. Work with staff in Sacramento and West Sacramento to advertise meetings and ensure that interested stakeholders are effectively notified. We also will work with the project team to develop the most effective format to accomplish the identified goals for the community meeting. For example, if the goals of the community meeting are to provide information to the public (e.g., explain the project and design process, etc.), then a presentation format may be



appropriate, including presentations by the technical representatives, informational flyers and possibly a facilitated Q&A session. If one of the goals is to provide a venue for two-way communication, then the format might include informational booths with visual communication pieces to which community members can respond. We will work with the project team to develop the most appropriate format and have experience providing facilitation for either format.

- Develop project collateral communications material, such as project backgrounder, fact sheet, and Q&A document.
- Support briefings with Sacramento and West Sacramento Mayors and City Council Members, including preparation of background materials and talking points.
- Develop content on project plans and progress for up to four project-specific Sacramento and West Sacramento Web pages. The pages will be designed using easily adaptable graphics also to be used on printed outreach materials. Web pages will be updated with timely information and include all project schematics, meeting recaps, and media releases.
- Develop public outreach content for and participate in two presentations to Sacramento City Council and two presentations to West Sacramento City Council.
- Develop public outreach content for and participate in two presentations to the Waterfront Coordinating Committee.
- Provide ongoing individual stakeholder contact as needed between meetings, workshops, and other formally scheduled project-related activities.
- Assist Sacramento and West Sacramento staff in responding to project-related media inquiries.

Deliverable

- Develop, implement and summarize results from e-survey of interested Sacramento and West Sacramento stakeholders. The survey will provide a reality check on the values/issues identified through the stakeholder-engagement process and potentially identify additional ideas and opportunities.

Assist with Other Agency Outreach (ICF Jones & Stokes)

Although there is no formal scoping requirement triggered by state or federal regulations at the alternatives development phase for the project, the cities intend to conduct early outreach/scoping to regulatory agencies that will be involved in future planning studies, design, environmental analysis, and funding of the project. Such informal consultation will help the cities define a purpose and need statement, identify environmental concerns, develop alternatives, and anticipate issues or concerns of



federal and state agencies that may affect the project design, alternatives screening and selection, cost, and scheduling in later phases.

The information will be made available for review and discussion by the project team, and strategies discussed to encourage informal and meaningful participation by these agencies at the alternatives development phase. Our scope of work includes assistance in developing a strategy for engaging key public regulatory agencies at this phase of project planning, as well as attending agency meetings for the purpose of identifying regulatory agency issues, concerns, and likely permitting requirements.

Deliverable

- ICF Jones & Stokes will develop a list of potential agencies that could be involved in future permitting and authorizations for the project along with a recommended strategy for their project involvement.

TASK 3. ALTERNATIVES DEVELOPMENT

The project alternatives could include variations in potential bridge crossing locations as well as the bridge cross-sections in terms of the modes that will be accommodated. We propose to approach the alternatives development by combining the following request for proposal (RFP) tasks into one main task: Alternatives Development.

- RFP Task D – Opportunities and Constraints
- RFP Task E – Environmental Screening and Permitting Requirements
- RFP Task B – Determine Bridge Locations

The logic behind this approach is that information obtained as part of conducting the opportunities and constraints, environmental screening and permitting evaluation, and traffic analysis are the essential ingredients in determining feasible bridge locations and guiding the decisions about how to accommodate various travel modes.

A. Opportunities, Constraints, and Environmental Screening (ICF Jones & Stokes)

This task will begin with GIS mapping of physical, environmental, and neighborhood constraints. The physical constraints will be related to design parameters including, but not limited to, grades, elevations, and connectivity while the environmental constraints will be based on a preliminary environmental assessment of existing field conditions within the study area conducted by ICF Jones & Stokes.

Based on our existing file data from the extensive work ICF Jones & Stokes has completed within the project study area and other readily obtainable published data, we will develop environmental screening information for the study area defined in Task 1. This existing information will be used to document known environmental issues and constraints and generally rank alternatives as to their relative potential to affect the project design, cost, and scheduling. The information will also help identify the list of background

technical studies and the anticipated class of action/level of environmental document that may be needed to complete the environmental analysis phase under NEPA and CEQA.

The information will be documented by alternative in a matrix for each environmental resource topic to be evaluated during future NEPA/CEQA review of the project and will provide clear documentation of the cities' eventual selection of a specific river crossing alternative. The matrix will be supported by a map of the study area identifying known constraints.

Other key constraints that will be mapped and discussed include those listed below.

- Sensitive neighborhoods or land uses that could be adversely affected due to traffic, noise, air pollution, or visual impacts associated with a new or expanded bridge.
- Funding constraints
- Institutional constraints related to bridge location or connectivity, operations, and maintenance

Based on all the constraints, we will create a GIS overlay to map potential opportunity areas for expanding bridge capacity across the Sacramento River. The intent will be to avoid constraints or at least minimize conflicts with constraint areas. In addition, we will conduct an opportunities evaluation that considers the beneficial effects of new or expanded bridge capacity on increasing accessibility to employment or activity centers.

Information developed as part of this task will be presented to the stakeholder advisory committee to assist in decision-making and maintain a transparent public outreach process.

Deliverables

- Technical memorandum describing opportunities and constraints with supporting GIS maps
- Technical memorandum describing environmental screening and permitting requirements

B. Bridge Locations and Cross Sections (F&P)

Potential bridge locations will be selected based on the opportunities and constraints analysis plus input from the project stakeholders obtained through the public outreach process detailed in Task 2 and input from our team of technical experts. These experts are listed below.

- **Jerry Walters**, who specializes in land use and transportation relationships, including accessibility effects of new transportation facilities.
- **Don Samdahl**, who specializes in complex transportation corridors involving modal tradeoffs, traffic management, and pricing.
- **Matthew Ridgway**, who specializes in multimodal transportation planning and is recognized national expert in bicycle and pedestrian transportation.

These experts will provide guidance on bridge location and cross section to complement the opportunities and constraints evaluation.

A GIS graphic will be created that displays the potential bridge crossing locations, including connections to the existing transportation network.

For each potential bridge crossing location, we will develop prototype cross sections reflecting a complete streets configuration (i.e., serving vehicles, transit, bicycles, and pedestrians) and up to two non-auto configurations. The complete streets configuration will include two-lane and multi-lane options. From these options, we will work with the City and Stakeholders to develop up to six specific "build" alternatives for evaluation.

Deliverable

- Technical Memorandum describing and mapping potential bridge locations plus graphical representations of potential cross-sections

TASK 4. ALTERNATIVES ANALYSIS

The alternatives analysis will combine the following three tasks from the RFP.

- RFP Task F – Traffic Analysis
- RFP Task G – Cost Estimates
- RFP Task H – Analysis of Options

A. *Transportation Analysis (F&P)*

For the transportation analysis, a screenline analysis of river crossing travel demand within the defined study will be conducted to evaluate the following performance measures for up to six "build" alternatives.

- Total person trips crossing the river
- Total vehicle trips
- Total vehicle lanes
- Total bicycle paths
- Total bicycle lanes
- Total sidewalks

GIS mapping such as the example shown in Figure 1 will be used to display the screenline transportation analysis results.

The transportation analysis will also include an evaluation of area-wide effects, including accessibility, travel times, traffic volumes on major routes, vehicle miles of travel (VMT), and greenhouse gases (GHGs). Accessibility is defined as people's ability to reach desired goods, services, and activities and can be measured based on travel time. As downtown Sacramento and West Sacramento continue to grow, peak period traffic congestion will get worse, which will affect people's ability to travel. This can be visualized through travel time isochromes of the study area as shown in Figures 2 and 3. These figures display the projected changes in travel time patterns between 2005 and 2035 according to the SACOG regional SACMET model. The 2035 scenarios used for this evaluation were taken from the Metropolitan Transportation Plan (MTP) version of the model with the Broadway Bridge excluded. A noticeable pattern is that the area accessible within a 5-, 10-, or 15-minute vehicle trip is projected to shrink by 2035 due to growing peak period congestion. Bridge expansion over the Sacramento River will influence these findings and will be a key part of the area-wide analysis.

The transportation analysis will also include expert opinions from each of our technical experts. This review is intended to provide in-depth perspectives on key issues raised by the analysis findings that the stakeholder may want to consider in their overall evaluation of project alternatives.

Deliverable

- Technical Memorandum documenting the results of the transportation analysis and expert opinion review

B. Cost Estimates (DE)

Dokken Engineering will prepare planning level cost estimates for up to six alternative crossing locations. These estimates will cover crossing alternatives and approach roadways required to connect alignments to the existing street grid on each end. Estimates will include costs for design, environmental review, permitting, construction, right of way and project management. Bridge and roadway construction costs will be based on historical square foot costs for the type of bridge being considered at each alignment and cross section. Where possible, square foot costs will be supplemented or modified based on experience with similar river crossings. Contingencies at this level of estimate may range between 30 and 50 percent depending on the expected challenges and unknowns associated with a particular crossing alignment.

Dokken Engineering will assist Fehr & Peers in the development of conceptual bridge alternatives to the extent necessary to determine approximate bridge and approach ramp lengths. We assume these will be determined based on existing aerial mapping and topography. This scope of work does not include alignment or bridge drawings.

Deliverable

- Planning level cost estimates (6 total)

To ensure good coordination with the project team, we propose that Mr. Richard Liptak participate in up to two Technical Advisory Committee meetings.

Assumptions and Limitations

- Dokken Engineering will not produce alignment or bridge drawings.
- Dokken Engineering will estimate costs for up to five primary alignment alternatives.
- Cost estimates will be based on standard square foot costs, modified to reflect conditions unique to the sites being considered.

C. *Alternatives Evaluation*

This task will include an alternatives evaluation based on the draft purpose and need statement and an analysis matrix. The effort will begin with the development of evaluation objectives. The performance measures or objectives used in the evaluation matrix will be linked to well-established community values as outlined in our approach above. We will also incorporate objectives based on the transportation analysis outputs and conceptual cost estimates. The complete list of community values will be those expressed through goals and policies of existing plans and stated through the public outreach program. Once a complete set of objectives is established, we will work with City staff and stakeholders to establish priorities related to any significant tradeoffs between competing objectives so that each objective is ranked or weighted.

Each alternative (up to six “build” alternatives) will be evaluated using the purpose and need statement plus the evaluation matrix. The alternatives will be scored for each objective and an overall composite score will be assessed based on the objectives ranking/weighting. We will use the composite score as an assessment of benefit to calculate a benefit/cost ratio. If desired, we can also conduct this calculation using traditional metrics such as benefit expressed as monetary savings based on travel time reductions or delay savings. The matrix evaluation will use a “consumer reports” style approach to clearly communicate the scoring of each alternative across the objectives.

The initial evaluation results will be shared with the stakeholders to obtain comments and suggestions about whether to refine the alternatives, evaluation objectives, or purpose and need statement. One additional iteration of the alternatives evaluation will be conducted before finalizing the evaluation results in the final report.

Deliverable

- Technical Memorandum describing and summarizing alternatives evaluation.

TASK 5. FINAL REPORT

The final report will document and summarize the technical memorandum from the other tasks, providing readers with a clear assessment of the following items.

- Purpose and need (and related federal project development requirements)
- Opportunities and constraints (including physical, environmental, institutional, and funding)
- Potential crossing locations
- Conceptual cross-sections
- Transportation analysis
- Conceptual cost estimates
- Benefit/cost assessment
- Alternatives evaluation findings

The final report will contain a recommendation for subsequent steps for those alternatives that performed the best based on the alternatives evaluation, resulting in a prioritized ranking of the alternatives.

Deliverable

- Draft and final report

OPTIONAL TASKS

A variety of optional tasks are available that could aid in the alternatives development, public outreach, or engineering analysis. These tasks are generally outlined below but would be subject to further discussion with City staff to determine a complete scope of services.

- 1) **Bridge Alternative Packages** – Bundling various bridges together to create new alternatives could be desirable. This would essentially create additional alternatives that could be analyzed against the individual bridge alternatives.
- 2) **Expanded Public Outreach and Decision Support Tools** – The public outreach program can be expanded to include a wider variety of communications tools and techniques to increase awareness and understanding of the study's outcomes, including:
 - a. Additional e-newsletters.
 - b. Presentations to community and business organizations in Sacramento and West Sacramento.
 - c. Additional media relations support, including developing and/or editing press releases, statements, or announcements; “pitching” project story concepts to print and electronic media; developing op-ed articles and/or letters to the editor; and supporting planning and implementation of press conferences or other media availabilities.
 - d. Ongoing updates using social media, such as Twitter and Facebook.
 - e. Additional decision support tools that help to educate and engage the community, such as those offered by Placematters, a non-profit firm specializing in decision support tools. Their tools are particularly helpful in communicating with diverse audiences with varying levels of project understanding. More information is available at their Web site, www.placematters.org.
- 3) **Visualization** – Visualizing potential bridge crossings can be particularly helpful in the planning process to ensure that consistent images are used when discussing the bridge alternatives across diverse groups. The quality and level of detail for visualization can vary greatly, but a typical example could include the types of features shown in the sample below.





Visualization Example

- 4) **Engineering** – Dokken Engineering is available to provide more detailed engineering analysis to support the cost estimates. This would include having cost estimates based on a more in-depth consideration of engineering factors than is possible at the planning level. For this level estimate, they would establish preliminary horizontal and vertical alignments; review existing hydrologic, hydraulic, and geologic data to assess qualitative differences between sites based on flood control, navigation, or foundation issues; and investigate right of way and utility issues that would likely impact the cost of alternatives.

PROJECT SCHEDULE

The project schedule shown on the following page is anticipated to take approximately 12 months and include an active public outreach program. Key meetings and deliverables are highlighted for each project task.

TASK	January 2010	February 2010	March 2010	April 2010	May 2010	June 2010
1.0 Purpose and Need Statement				1	2 3	
2.0 Public Outreach	Informal Stakeholder Meetings			4 1	Stakeholder Meeting 2 2 3	3
3.0 Alternatives Development					5	6 7
4.0 Alternatives Analysis						
5.0 Final Report						

Stakeholder Meeting Schedule - Proposed Agenda



- Dialogue of Land Use/Transit/Transportation Needs
- Discussion of Key Stakeholder Values
- Discussion of Opportunities and Constraints
- Draft Purpose and Need Statement
- Objectives of Project



- Feedback/Discussion of
- Evaluation Criteria
- Alternatives Discussion
- Alternatives Analysis



- Survey Development
- Physical Constraints Map Review
- Evaluation Criteria
- Draft Final Purpose & Need
- Development of Evaluation Criteria
- Identification of Community Values
- Alternatives Development



- Alternatives Prioritized
- Refinements to Purpose

Deliverables



- Draft Purpose and Need Statement



- Technical Memo 2: Environme



- Draft Final Purpose and Need Statement



- Technical Memo 3: Potential B



- Final Purpose and Need Statement



- Technical Memo 4: Transporta



- Logical Terminals Map



- Cost Estimates

Sacramento River Crossing(s) Alternatives S1									
	Fehr & Peers						Endicott / AIM		Proj
	Principal	Associate	Eng/Plan	Tech	Admin	Hours	Principal	Hours	
Task 1 - Purpose & Need Statement									
	8	8	12	8		36	0	0	8
Subtotal	8	8	12	8	0	36	0	0	8
Task 2 - Public Outreach									
Stakeholder Selection and Role	20	10	10			40	156	156	
Other Public Outreach Components	16	16		24	4	60	144	144	
Assist with Other Agency Outreach						0		0	
Subtotal	36	26	10	24	4	100	300	300	0
Task 3 - Alternatives Development									
Ops, Constraints & Environmental Scr.	8	12		8		28		0	
Bridge Locations & Cross Sections	12	12	12	16		52		0	
Subtotal	20	24	12	24	0	80	0	0	0
Task 4 - Alternatives Analysis									
Transportation Analysis	12	12	60	24		108		0	
Cost Estimates						0		0	

Sacramento River Crossing(s) Alternatives Study
 September 25, 2009

Alternatives Evaluation	12	12	24	12	4	64		0
Subtotal	24	24	84	36	4	172	0	0
Task 5 - Final Report								
Draft Report	10	24	24	16	6	80		0
Response to Comments and Final Report	2	12	8	4	2	28		0
Subtotal	12	36	32	20	8	108	0	0
Total	100	118	150	112	16	496	300	300

EXHIBIT B

PROFESSIONAL SERVICES AGREEMENT FOR DESIGN SERVICES

FEE SCHEDULE/MANNER OF PAYMENT

1. **CONTRACTOR's Compensation.** The total of all fees paid to the CONTRACTOR for the performance of all services set forth in Exhibit A, including normal revisions (hereafter the "Services"), and for all authorized Reimbursable Expenses, shall not exceed the total sum of **\$159,613.00**.
2. **Billable Rates.** CONTRACTOR shall be paid for the performance of Services on an hourly rate as set forth in Attachment 1 to Exhibit B, attached hereto and incorporated herein.
3. **CONTRACTOR's Reimbursable Expenses.** Reimbursable Expenses shall be limited to actual expenditures of CONTRACTOR for expenses that are necessary for the proper completion of the Services and shall only be payable if specifically authorized in advance by CITY.
4. **Payments to CONTRACTOR.**
 - A. Payments to CONTRACTOR shall be made within a reasonable time after receipt of CONTRACTOR's invoice, said payments to be made in proportion to services performed or as otherwise specified in Attachment 1 to Exhibit B. CONTRACTOR may request payment on a monthly basis. CONTRACTOR shall be responsible for the cost of supplying all documentation necessary to verify the monthly billings to the satisfaction of CITY.
 - B. All invoices submitted by CONTRACTOR shall contain the following information:
 - (1) Job Name
 - (2) Description of services billed under this invoice, and overall status of project
 - (3) Date of Invoice Issuance
 - (4) Sequential Invoice Number
 - (5) CITY's Purchase Order Number
 - (6) Total Contract Amount
 - (7) Amount of this Invoice (Itemize all Reimbursable Expenses)
 - (8) Total Billed to Date
 - (9) Total Remaining on Contract
 - (10) Updated project schedule. This shall identify those steps that shall be taken to bring the project back on schedule if it is behind schedule.
 - C. Items shall be separated into Services and Reimbursable Expenses. Billings that do not conform to the format outlined above shall be returned to CONTRACTOR for correction. CITY shall not be responsible for delays in payment to CONTRACTOR resulting from CONTRACTOR's failure to comply with the invoice format described below.

D. Requests for payment shall be sent to:

*Fran Halbakken, PE, Operations Manager
Department of Transportation, Office of the Director
915 I St, Room 2000
Sacramento, CA 95814*

Phone: (916) 808-7194/Fax: (916) 808-8281/E-mail: fhalbakken@cityofsacramento.org

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

Sacramento River Crossing(s) Alternatives Study

	Fehr & Peers								Endicott Communications / AIM			ICF Jones & Stokes						Dokken Engineering					Total	Total	
	Princl	Associate	Eng/Plan	Techn	Admin	Hours	Cost	Principal	Hours	Cost	Proj Dir	Proj Dir	Proj Dir	Man Consult	Hours	Cost	Principal	Sr Engineer	Eng/Plan	Hours	Cost	Hours			Cost
	\$272	\$154	\$103	\$124	\$89	Subtotal	Subtotal	\$135	Subtotal	Subtotal	\$241	\$143	\$186	\$181	Subtotal	Subtotal	\$200	\$184	\$108	Subtotal	Subtotal	Total			Total
Task 1 - Purpose & Need Statement																									
	8	8	12	8		36	\$5,637	0	0	\$0	8	16			24	\$4,226				0	\$0	60	\$9,864		
Subtotal	8	8	12	8	0	36	\$5,637	0	0	\$0	8	16	0	0	24	\$4,226	0	0	0	0	\$0	60	\$9,864		
Task 2 - Public Outreach																									
Stakeholder Selection and Role	20	10	10			40	\$8,007	156	156	\$21,004					0	\$0				0	\$0	196	\$29,011		
Other Public Outreach Components	16	16		24	4	60	\$10,140	144	144	\$19,388					0	\$0				0	\$0	204	\$29,528		
Assist with Other Agency Outreach						0	\$0			\$0		20	8		28	\$4,354				0	\$0	28	\$4,354		
Subtotal	36	26	10	24	4	100	\$18,147	300	300	\$40,392	0	20	8	0	28	\$4,354	0	0	0	0	\$0	428	\$62,893		
Task 3 - Alternatives Development																									
Ops, Constraints & Environmental Scr.	8	12		8		28	\$5,011		0	\$0		20	8	40	68	\$11,593				0	\$0	96	\$16,604		
Bridge Locations & Cross Sections	12	12	12	16		52	\$8,332		0	\$0					0	\$0				0	\$0	52	\$8,332		
Subtotal	20	24	12	24	0	80	\$13,343	0	0	\$0	0	20	8	40	68	\$11,593	0	0	0	0	\$0	148	\$24,935		
Task 4 - Alternatives Analysis																									
Transportation Analysis	12	12	60	24		108	\$14,288		0	\$0					0	\$0				0	\$0	108	\$14,288		
Cost Estimates						0	\$0		0	\$0					0	\$0	14	36	80	130	\$18,069	130	\$18,069		
Alternatives Evaluation	12	12	24	12	4	64	\$9,431		0	\$0					0	\$0				0	\$0	64	\$9,431		
Subtotal	24	24	84	36	4	172	\$23,719	0	0	\$0	0	0	0	0	0	\$0	14	36	80	130	\$18,069	302	\$41,789		
Task 5 - Final Report																									
Draft Report	10	24	24	16	6	80	\$11,405		0	\$0					0	\$0				0	\$0	80	\$11,405		
Response to Comments and Final Report	2	12	8	4	2	28	\$3,888		0	\$0					0	\$0				0	\$0	28	\$3,888		
Subtotal	12	36	32	20	8	108	\$15,293	0	0	\$0	0	0	0	0	0	\$0	0	0	0	0	\$0	108	\$15,293		
Total	100	118	150	112	16	496	\$76,139	300	300	\$40,392	8	56	16	40	120	\$20,173	14	36	80	130	\$18,069	1,046	\$154,773		
Other Direct Costs							\$3,807			1,033													\$4,840		
Grand Total							\$79,946			\$41,425						\$20,173					\$18,069		\$159,613		

Prepared 9/23/2009

**ATTACHMENT 1
TO
EXHIBIT B**

EXHIBIT D

PROFESSIONAL SERVICES AGREEMENT FOR DESIGN SERVICES

GENERAL PROVISIONS

1. **Independent Contractor.**

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

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

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

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

7. CONTRACTOR Information.

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

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

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

9. Term; Suspension; Termination.

A. This Agreement shall become effective on the date that it is approved by both parties, set forth on the first page of the Agreement, and shall continue in effect until both parties have fully performed their respective obligations under this Agreement, unless sooner terminated as provided herein.

B. CITY shall have the right at any time to temporarily suspend CONTRACTOR's performance hereunder, in whole or in part, by giving a written notice of suspension to CONTRACTOR. If CITY gives such notice of suspension, CONTRACTOR shall immediately suspend its activities under this Agreement, as specified in such notice.

C. CITY shall have the right to terminate this Agreement at any time by giving a written notice of termination to CONTRACTOR. If CITY gives such notice of termination, CONTRACTOR shall immediately cease rendering Services pursuant to this Agreement. If CITY terminates this Agreement:

(1) CONTRACTOR shall, not later than five days after such notice of termination, deliver to CITY copies of all information prepared pursuant to this Agreement.

(2) CITY shall pay CONTRACTOR the reasonable value of Services rendered by CONTRACTOR prior to termination; provided, however, CITY shall not in any manner be liable for lost profits that might have been made by CONTRACTOR had the Agreement not been terminated or had CONTRACTOR completed the Services required by this Agreement. In this regard, CONTRACTOR shall furnish to CITY such financial information as in the judgment of the CITY is necessary for CITY to determine the reasonable value of the Services rendered

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

10. Indemnity.

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

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

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

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

A. Minimum Scope & Limits of Insurance Coverage

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

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

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

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

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

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

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

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

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

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

B. Additional Insured Coverage

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

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

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

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

C. Other Insurance Provisions

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

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

D. Acceptability of Insurance

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

E. Verification of Coverage

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

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

F. Subcontractors

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

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

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

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

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

13. **Entire Agreement.** This document, including all Exhibits, contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Agreement. No alteration to the terms of this Agreement shall be valid unless approved in writing by CONTRACTOR, and by CITY, in accordance with applicable provisions of the Sacramento City Code.
14. **Severability.** If any portion of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.
15. **Waiver.** Neither CITY acceptance of, or payment for, any Service or Additional Service performed by CONTRACTOR, nor any waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.
16. **Enforcement of Agreement.** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court or Federal District Court located in Sacramento County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.
17. **Assignment Prohibited.** The expertise and experience of CONTRACTOR are material considerations for this Agreement. CITY has a strong interest in the qualifications and capability of the persons and entities who will fulfill the obligations imposed on CONTRACTOR under this Agreement. In recognition of this interest, CONTRACTOR shall not assign any right or obligation pursuant to this Agreement without the written consent of the CITY. Any attempted or purported assignment without CITY's written consent shall be void and of no effect.
18. **Binding Effect.** This Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the parties, subject to the provisions of Section 17, above.

EXHIBIT E

REQUIREMENTS OF THE NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

INTRODUCTION

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

APPLICATION

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

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

DEFINITIONS

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

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

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

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

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

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

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

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

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

EMPLOYER COMPLIANCE CERTIFICATE AND NOTICE REQUIREMENTS

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

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

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

Attachment A



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

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

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

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

The included employee benefits are:

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

(Employee Benefits does not include benefits that may be preempted by federal or state law.)

If you feel you have been discriminated or retaliated against by your employer in the terms and conditions of your application for employment, or in your employment, or in the application of these employee benefits, because of your status as an applicant or as an employee protected by the Ordinance, or because you reported a violation of the Ordinance, and after having exhausted all remedies with your employer,

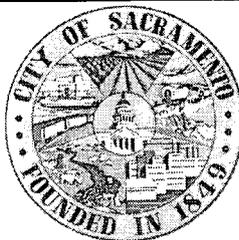
You May . . .

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

City of Sacramento
Contract Services Unit
5730 24th St, Bldg 1
Sacramento, CA 95822

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

Attachment B



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

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

The included employee benefits are:

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

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

You May . . .

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

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

Discrimination and Retaliation Prohibited.

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

You May Also . . .

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

DESCRIPTIONS (Continued from Page 1)

General Liability/Auto Liability: City of Sacramento, it's officials, employees and volunteers are additional insured. Insurance is Primary and Non-Contributory. **Workers' Comp:** See Waiver of Subrogation attached in favor of The City of Sacramento, its officials, employees and volunteers.

Insured: Fehr & Peers
Insurer: Hartford Casualty Insurance Co.
Policy Number: 57SBAVA1664
Policy Dates: November 1, 2009 – November 1, 2010

Additional Insured City of Sacramento, it's officials, employees and volunteers.

EXCERPTS FROM: Hartford Form SS 00 08 04 05

BUSINESS LIABILITY COVERAGE FORM

C. WHO IS AN INSURED

6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit. A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

f. Any Other Party

(1) Any other person or organization who is not an insured under Paragraphs a. through e. above, but only with respect to liability for "bodily injury, "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (a) In the performance of your ongoing operations;
- (b) In connection with your premises owned by or rented to you; or
- (c) In connection with "your work" and included within the "products- completed operations hazard, but only if
 - (i) The written contract or written agreement requires you to provide such coverage to such additional insured; and
 - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to: "Bodily injury, "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including: inspection, or engineering

E.5. Separation of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

- a.** As if each Named Insured were the only Named Insured; and
- b.** Separately to each insured against whom a claim is made or "suit" is brought.

E.7.b.(7).(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

E.8.b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

EXCERPT FROM Hartford Form SS 04 38 06 01

HIRED AUTO AND NON-OWNED AUTO

B. With respect to the operation of a "non-owned auto", WHO IS AN INSURED is replaced by the following: The following are "insureds":

- d.** Anyone liable for the conduct of an "insured", but only to the extent of that liability.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" needs to be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement forms a part of Policy No. 57WEKO6130

Issued to: Fehr & Peers

By: Hartford Underwriters Ins. Co.

Premium (if any) TBD

We have a right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us).

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2-5% of the California workers compensation premium otherwise due on such remuneration.

Schedule

Person or Organization

City of Sacramento
c/o Ebix BPO
Ref # 106-Z327131
PO Box 257
Portland, MI 48875-0257

Job Description

RE: ALL OPERATIONS OF THE NAMED INSURED.
Ref # 106-Z327131. A Waiver of
Subrogation applies in favor of The City
of Sacramento, its officials, employees
and volunteers.



Countersigned by _____

Authorized Representative



ACE American Insurance Company

ACE Advantage[®]
Professional Liability Policy
For Design Professionals
Declarations

This Policy is issued by the stock insurance company above.

THIS POLICY IS A CLAIMS MADE AND REPORTED POLICY. EXCEPT AS OTHERWISE PROVIDED HEREIN, THIS POLICY COVERS ONLY CLAIMS FIRST MADE AGAINST THE INSUREDS AND REPORTED TO THE INSURER DURING THE POLICY PERIOD OR EXTENDED REPORTING PERIOD, IF APPLICABLE. PLEASE READ THIS POLICY CAREFULLY.

THE LIMITS OF LIABILITY AVAILABLE TO PAY INSURED LOSS SHALL BE REDUCED BY AMOUNTS INCURRED FOR DEFENSE COSTS. FURTHER NOTE THAT AMOUNTS INCURRED FOR DEFENSE COSTS AND LOSS SHALL ALSO BE APPLIED AGAINST THE RETENTION AMOUNT.

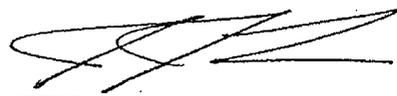
TERMS THAT APPEAR IN BOLD FACE TYPE HAVE SPECIAL MEANING. PLEASE REFER TO SECTION III, DEFINITIONS.

Policy No. EON G21663049 006	
Item 1. Named Insured	Fehr & Peers Associates, Inc.
Principal Address:	100 Pringle Avenue, Suite 600 Walnut Creek, CA 94596
Item 2. Policy Period:	
	From: 12:01 a.m. 12/06/2008 To: 12:01 a.m. 12/06/2009
	(Local time at the address shown in Item 1)
Item 3. Limit of Liability (including Defense Costs)	
	<u>Each Claim</u> <u>Aggregate</u>
	\$1,000,000 \$2,000,000
Item 4. Retention:	\$100,000

Item 5. Notice to Insurer:	
A.	Notice of Claim or Wrongful Act: ACE USA Claims P.O. Box 25159 Lehigh Valley, PA 18002-5159 Fax Number: 877-518-3493
B.	All other notices: Chief Underwriting Officer ACE USA - Professional Risk 140 Broadway, 41 st Floor New York, New York 10005
Item 6. Policy Premium:	
Item 7. Prior or Pending Proceeding Date: 12/06/2003	
Item 8. Optional Extended Reporting Period:	
	1 Year: 100% of the Policy Premium set forth in Item 6
	2 Years: 160% of the Policy Premium set forth in Item 6
	3 Years: 190% of the Policy Premium set forth in Item 6
Item 9. Retroactive Date:	01/01/1985

IN WITNESS WHEREOF, the Insurer has caused this Policy to be countersigned by a duly authorized representative of the Insurer.

DATE: December 06, 2008



Authorized Representative