



City of Sacramento City Council

915 I Street, Sacramento, CA, 95814
www.CityofSacramento.org

Meeting Date: 2/8/2011

Report Type: Consent

Title: Agreement: Streetcar Planning Study

Report ID: 2011-00051

Location: Citywide

Recommendation: Adopt Resolution authorizing the City Manager to execute a professional service agreement with Fehr & Peers to perform a Streetcar Planning Study for an amount not to exceed \$310,000.

Contact: Azadeh Doherty, Principal Planner, (916)808-3137, Department of Transportation

Presenter: None

Department: Transportation Department

Division: Planning & Policy

Dept ID: 15001041

Attachments:

- 1-Description/Analysis
- 2-Background
- 3-Resolution
- 4-Exhibit A-Agreement

City Attorney Review

Approved as to Form
Jerry Hicks
2/2/2011 2:55:30 PM

City Treasurer Review

Prior Council Financial Policy Approval or
Outside City Treasurer Scope
Russell Fehr
1/20/2011 3:26:36 PM

Approvals/Acknowledgements

Department Director or Designee: Jerry Way - 1/27/2011 2:47:39 PM

Assistant City Manager: John Dangberg - 2/2/2011 12:38:35 PM

Description/Analysis

Issue: The City of Sacramento received a grant from the Sacramento Area Council of Governments (SACOG) in the amount of \$300,000 to perform a Streetcar Planning Study that would evaluate the feasibility of alternative streetcar routes throughout strategic locations in the City, compare alignments for maximum economic, environmental and mobility benefits, and develop a priority list for funding and implementation. A Request for Proposals (RFP) was issued. The City received four proposals and after an evaluation process and interviews, Fehr & Peers was selected as the top-ranked consultant team.

Policy Considerations: The City's General Plan includes the following policies:

M 1.2.1- Multimodal Choices: The City shall promote the development of an integrated, multi-modal transportation system that offers attractive choices among modes including pedestrian-ways, public transportation, roadways, bikeways, rail, waterways, and aviation and reduces air pollution and greenhouse gas emissions.

M 1.2.3 - Multimodal Access: The City shall promote the provision of multimodal access to activity centers such as commercial centers and corridors, employment centers, transit stops/stations, airports, schools, parks, recreation areas, and tourist attractions. This study supports the City's General Plan goals and policies of sustainability, accessibility, and walkable communities by planning and developing a streetcar system.

Environmental Considerations: The approval of professional service agreements is not considered a project as defined by Section 15378 of the California Environmental Quality Act guidelines. The recommended action involves no physical construction and will not impact the environment.

Sustainability Considerations: Over the next few decades an extensive network of transit options will be necessary to both serve the higher concentrations of people and jobs in Sacramento and minimize the increase in vehicle trips and vehicle miles produced by this growth. Streetcars provide a convenient, clean, and energy efficient option for shorter midday trips that might otherwise occur by automobile.

Rationale for Recommendation: The City of Sacramento followed a competitive bid process and Fehr& Peers was selected by a selection committee comprised of staff from the Department of Transportation, Economic Development, SACOG and Regional Transit. In order to initiate the work and begin the Streetcar Planning Study, a formal contract must be awarded to Fehr & Peers.

Financial Considerations: The Sacramento Streetcar Planning Study Project (T15115800) is funded with \$300,000 of federal funds (Fund 3703) and \$90,000 in local funds (Fund 2001). No general funds are allocated to this project.

Emerging Small Business Development (ESBD): The RFP included participation goals of 17.2% for Emerging and Small Business Enterprises. The selected consultant team, Fehr & Peers, exceeded the ESBD goals.

Background

The City of Sacramento 2030 General Plan focuses on higher density land uses in commercial corridors near job centers. Having a variety of transportation choices which include streetcars promotes accessible alternatives to the automobile and supports the City's economic, land use and transportation goals.

The Streetcar Planning Study Project will evaluate the feasibility of alternative streetcar routes throughout strategic locations in the City, compare alignments for maximum economic, environmental and mobility benefits and develop a priority list for funding and implementation. The project focuses on connecting some of the most active destinations in the City of Sacramento including: the dense urban central business district, the vacant 240 acre Railyards redevelopment area, the emerging commercial, arts, and entertainment neighborhood in Midtown, the R Street corridor, the Sacramento State University campus and the Arden Fair Mall.

Since May 2006, the City of Sacramento has worked in partnership with the City of West Sacramento, Regional Transit (RT) and the Yolo County Transportation District (YCTD) to develop a streetcar project that will connect Downtown West Sacramento with Downtown Sacramento (Downtown Riverfront Streetcar line). Over the past several years, guided by a Policy Steering Committee (PSC) and a Technical Advisory Committee (TAC), the initial phase of this streetcar project was designed. The first phase of this project will begin at the West Sacramento City Hall and end at the Tower Bridge. As part of this Streetcar Planning Study and working with these partners, the City of Sacramento will complete the planning work and determine the alignment for the Sacramento phase of this project.

RESOLUTION NO.

Adopted by the Sacramento City Council

PROFESSIONAL SERVICES AGREEMENT FOR STREETCAR PLANNING STUDY

BACKGROUND

- A. The Streetcar Planning Study Project will evaluate the feasibility of alternative streetcar routes throughout strategic locations in the City, compare alignments for maximum economic, environmental and mobility benefits and develop a priority list for funding and implementation. The project focuses on connecting some of the most active destinations in the City of Sacramento.
- B. The City of Sacramento received a grant from the Sacramento Area Council of Governments (SACOG) in the amount of \$300,000 to perform a Streetcar Planning Study and matched it with \$90,000 in local funds (Fund 2001). No general funds are allocated to this project.
- C. The Streetcar Planning Study will evaluate a wide range of potential streetcar options.
- D. The City issued a Request for Proposals for consultant services to provide the technical services and analysis for this study.
- E. The City received four proposals and after an evaluation process and interviews, Fehr & Peers was selected as the top-ranked consultant firm to perform the study.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:

- Section 1. The City Manager is authorized to execute a Professional Services Agreement with Fehr & Peers to perform the Streetcar Planning Study in an amount not to exceed \$310,000.
- Section 2. Exhibit A is incorporated into and made part of this Resolution.

Table of Contents:

Exhibit A - Agreement

Unexecuted Contract/Agreements

The Unexecuted Contract/Agreement is signed by the other party, is attached as an exhibit to the resolution, and is approved as to form by the City Attorney.

The Unexecuted Contract/Agreement (Public Project) is NOT signed by the other party, is attached as an exhibit to the resolution, and is approved as to form by the City Attorney.

The Unexecuted Contract is NOT included as an exhibit to the Resolution because the Agreement(s) is with other another governmental agency and it is not feasible to obtain the other agency's signature prior to Council action (be they denominated Agreements, MOUs, MOAs, etc.); however, the City Attorney approves the forwarding of the report to Council even though the signed agreement is not in hand yet.

The Unexecuted Contract is NOT included as an exhibit to the resolution because, due to special circumstances, and the City Attorney confirms in writing that it is okay to proceed with Council action even though the signed agreement is not in hand yet.

PROJECT #: T15115800
PROJECT NAME: Streetcar Planning 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 February 8, 2011 by and between the **CITY OF SACRAMENTO**, a municipal corporation ("CITY"), and

Fehr & Peers
2990 Lava Ridge Court, Suite 200
Roseville, CA 95661

Phone: 916.773.1900, ext 2370 Fax: 916.773.2015

("CONTRACTOR"), who agree as follows:

- 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.
- 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.
- 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.
- General Provisions.** The General Provisions set forth in Exhibit D, that include indemnity and insurance requirements, are part of this Agreement. In the event of any conflict between the

General Provisions and any terms or conditions of any document prepared or provided by CONTRACTOR and made a part of this Agreement, including without limitation any document relating to the scope of services or payment therefor, the General Provisions shall control over said terms or conditions.

- 5. **Non-Discrimination in Employee Benefits.** This Agreement is subject to the provisions of Sacramento City Code Chapter 3.54, Non-Discrimination in Employee Benefits by City Contractors. The requirements of Sacramento City Code Chapter 3.54 are summarized in Exhibit E. CONTRACTOR is required to sign the attached Declaration of Compliance (Equal Benefits Ordinance), to assure compliance with these requirements.
- 6. **Authority.** The person signing this Agreement for CONTRACTOR hereby represents and warrants that he/she is fully authorized to sign this Agreement on behalf of CONTRACTOR and to bind CONTRACTOR to the performance of its obligations hereunder.
- 7. **Exhibits.** All exhibits referred to herein are attached hereto and are by this reference incorporated as if set forth fully herein.

Executed as of the day and year first above stated.

CITY OF SACRAMENTO
A Municipal Corporation

By: _____

Print name: _____

Title: _____

For: Gustavo F. Vina, Interim City Manager

APPROVED TO AS FORM:

City Attorney

ATTEST:

City Clerk

- Attachments**
- Exhibit A - Scope of Service
 - Exhibit B - Fee Schedule/Manner of Payment
 - Exhibit C - Facilities/Equipment Provided
 - Exhibit D - General Provisions
 - Exhibit E - Non-Discrimination in Employee Benefits
 - Exhibit F- Additional Contract Provisions
 - Exhibit G- Special Provisions (Engineering Design)

CONTRACTOR:

Fehr & Peers

NAME OF FIRM
68-0065540

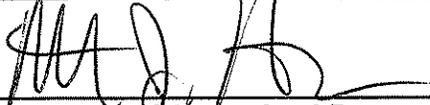
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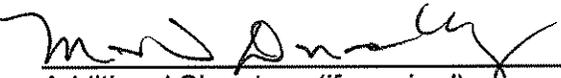
City of Sacramento Business Op. Tax Cert. No.

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 Henry, President
Print Name and Title


Additional Signature (if required)

Marim Sannelly, CFO
Print Name and Title

**DECLARATION OF COMPLIANCE
Equal Benefits Ordinance**

Name of Contractor: Fehr and Peers

Address: 2990 Lava Ridge Court, Suite 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

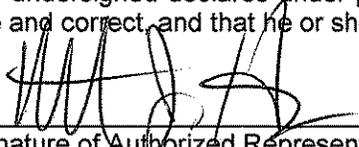
Contractor agrees that if Contractor offers any of the above-listed employee benefits, Contractor will offer those benefits, without discrimination between employees with spouses and employees with domestic partners, and without discrimination between the spouses and domestic partners of such employees.

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.



Signature of Authorized Representative

12-21-10

Date

Matthew Henry

Print Name

President

Title

EXHIBIT A

PROFESSIONAL SERVICES AGREEMENT FOR DESIGN SERVICES

SCOPE OF SERVICES

1. Representatives.

The CITY Representative for this Agreement is:

*Azadeh Doherty, Project Manager
915 I Street, Room 2000
Sacramento, CA 95814
Phone: 916.808.3137 Fax: 916.808.5573 Email: adoherty@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:

*Bob Grandy, Principal
Fehr & Peers
2990 Lava Ridge Court, Suite 200
Roseville, CA 95661
Phone: 916.773.1900, ext 2370 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 2 year(s) following the completion of all Services and Additional Services under this Agreement. (See Exhibit D, Section 11, for complete insurance requirements.)

3. Conflict of Interest Requirements.

A. **Generally.** Under the California Political Reform Act, Government Code §§ 81000 et seq., designated employees of the CITY are required to comply with the CITY's Conflict of Interest Code. The term "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 ____ 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 B, attached hereto and incorporated herein.

5. Time of Performance. The services described herein shall be provided during the period February 8, 2011 through June 30, 2012, in accordance with the schedule, set forth in the scope of services.

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

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

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

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

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

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

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

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

4. Scope of Services.

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

5. Time of Performance. The services described herein shall be provided during the period January 11, 2011 through June 30, 2012, in accordance with the schedule, set forth in the scope of services.

Work Plan

PHASE 1 – ROUTE ANALYSIS

The Phase 1 route analysis will evaluate the feasibility of streetcar routes throughout the City; compare routes for maximum economic, mobility, and environmental benefits; prioritize feasible routes; develop a streetcar network; and select a preferred route for initial implementation.

We understand, and will build on, the significant level of planning that has been conducted for streetcars in Sacramento, including the routes identified in the RT Transit Action Plan, the Point West Streetcar District Study (2005), and the Historic Trolley Feasibility Study. SACOG has introduced additional concepts in their current MTP scenarios.

The initial development of alternative streetcar routes will be based on the economic development and mobility goals identified by City staff. Key steps in defining the individual routes will include the following.

- Identification of existing and future activity centers
- Identification of major transit centers and corridors
- Identification of areas of concentrated redevelopment potential
- Identification of planned new developments
- Review of related plans and documents
- Identification of walkable centers or districts
- Development of an initial list of alignments to serve activity centers and transit centers/corridors
- Evaluation of the independent utility of each alignment
- Consideration of implementation issues, such as length/cost of route segment

Streetcar routes should connect major anchors and serve activity centers such as commercial corridors, entertainment venues, development areas, and mixed use neighborhoods. We will develop a base map that shows major activity centers, transit lines, and key districts in the Central City and adjacent areas. We will overlay this map with a preliminary system of routes, and then work with City staff and the TAC to develop a draft list of routes for further consideration.

TASK 1. PURPOSE AND NEED STATEMENT

The development of a Purpose and Need Statement will guide the screening and prioritization of streetcar routes, and will be consistent with the requirements of a formal FTA Alternatives Analysis.

Development of Purpose and Need will be preceded by the identification of community goals for a streetcar. The development of community goals is an important component to developing Purpose and Need, and is recognized by the Federal Transit Administration as one of the building blocks of a successful project. Community goals will be paired with the analysis of transportation deficiencies to develop a 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.

To support the development of Purpose and Need, Fehr & Peers will draw upon a recently updated comprehensive national database of streetcar systems for the Colfax Streetcar Feasibility Study in Denver.

Using this information, we will provide a comparison of goals, criteria, and issues from each community with the Sacramento Streetcar.

Ranking Criteria

As part of the process of developing a Purpose and Need statement, criteria and performance measures will be established for evaluating the alternative streetcar routes. We propose to conduct the evaluation process in three stages, as summarized below.

- *Stage 1: Streetcar Route Screening*
- *Stage 2: Streetcar Route Evaluation*
- *Stage 3: Streetcar Network Evaluation*

The purpose of the Stage 1 fatal flaw screening is to select the most promising streetcar routes for the more detailed Stage 2 evaluation. Task 3 provides a description of the suggested process and criteria for the Stage 1 evaluation.

We suggest that the ranking criteria for the detailed Stage 2 streetcar route evaluation (Task 4) be based on Purpose and Need (which includes community goals) as well as the FTA Small Starts rating criteria such as the following.

- *Ridership*
- *Land Use: Transit Supportive Land Use and Future Patterns*
- *Economic Development Benefits: Ability to Catalyze Re/Development*
- *Connectivity: Existing and Future Activity Centers*
- *Capital Cost (per track mile)*
- *Ability to Provide Local Matching Funds*
- *Demonstrated Public Support*

After the most promising individual streetcar routes are identified and ranked, a streetcar network evaluation will be conducted to develop the best streetcar network.

Deliverables

- *Profiles of Comparable Streetcar Systems*
- *Working Paper 1: Purpose and Need Statement, Ranking Criteria*

TASK 2. DESCRIPTION OF CANDIDATE STREETCAR ROUTES

The purpose of this task is to develop a description of the streetcar routes to be evaluated in this planning study. Using our in-depth knowledge of the study area, we will prepare a composite GIS-base map that shows light rail lines and bus lines, major anchors, proposed developments, planned urban centers, and streetcar routes identified in previous planning efforts such as the Historic Trolley Feasibility Study, the RT Transit Master Plan, and the three current MTP scenarios. During this stage, the team will conduct a workshop with the Technical Advisory Committee to develop a preliminary map of streetcar routes for further evaluation.

Figure 1 provides an illustration of several potential routes that could be considered in the study. The “urban” routes shown are a combination of routes identified in the RT Transit Action Plan, the Point West study, the West Sacramento route, and a potential R Street route. Alternative routes are also shown along several downtown/midtown streets where significant commercial, employment, entertainment, and/or tourist uses are located (i.e., J Street/L Street, 2nd Street, and 3rd Street).

Deliverable

- *Working Paper 2: Description of Candidate Streetcar Routes*

TASK 3. INITIAL SCREENING OF STREETCAR ROUTES

The purpose of this “fatal flaw” assessment is to filter out routes that have low ridership potential, may be cost-prohibitive due to physical barriers, do not connect major activity centers, and/or are duplicative of existing transit service. This screening will allow the more detailed corridor evaluation described in Task 4 to focus on the most viable streetcar routes.

Fehr & Peers takes pride in exemplary visual explanation of ideas, and we will document the level of population and employment growth, and prepare 3-D figures, for a ¼ mile catchment area for each route. This data will be used to illustrate how population and employment densities, which are primary indicators for transit ridership, vary among the routes.

A preliminary assessment of the route alignments will be conducted to identify any potential right-of-way constraints or physical barriers that would require property acquisitions, major utility relocations, road realignments, or other costly elements.

Deliverable

- *Working Paper 3: Initial Screening of Streetcar Routes*

TASK 4. EVALUATION OF STREETCAR ROUTES

The purpose of this task is to evaluate the most viable streetcar routes and determine which are feasible elements of a streetcar network. This task will include an alternatives evaluation based on the draft purpose and need statement and an analysis matrix. Fehr & Peers will base the performance measures in the evaluation matrix on the rating criteria developed in Task 1. The sub-tasks described below form the basis of the technical analysis that will support the screening process.

Demand Forecast

We will develop preliminary ridership forecasts for up to 10 streetcar routes. The forecasts will be based on the relevant variables that influence streetcar ridership, including future population and employment within a ¼ mile walk, proximity of special generators, hotel rooms, student population, level of connecting transit service, and walkability based on roadway network characteristics.

Economic Analysis

Our work plan includes an evaluation of non-property based economic impacts, in addition to an assessment of development/redevelopment potential.

We will provide the economic and market-based data to evaluate alternative streetcar alignments, expected economic impacts and likely financing sources. The analysis will include:

- *Development/Redevelopment Potential: Bay Area Economics will evaluate potential development or redevelopment opportunities associated with the alternative streetcar routes. A GIS-based quantification of existing property values and potential improved values will be developed for the parcels in each route's catchment area. This task assumes that Fehr & Peers and/or the City of Sacramento will provide BAE with parcel level GIS data and shapefiles for each corridor detailing existing land use, assessed value and, if possible, building floor area.*
- *Commercial Stimulus Potential: Bay Area Economics will identify and provide a qualitative characterization of the various streetcar corridors that could benefit from a streetcar by evaluating factors including:*
 - *General characterization of the corridor in terms of residential, retail, and office activity*
 - *Mix of retail business types*
 - *Key anchors, lead tenants, or activity nodes*

- *Key market segments being served (for example, local employees, residents, regional visitors, and overnight tourists)*

The purpose of this comparison will be to rank the alternative streetcar routes on the potential to generate economic benefits in terms of increased commercial activity as a consequence of improving connectivity between residential areas, visitor-serving nodes, commercial areas, and employment centers.

Traffic Operations

A traffic assessment will be prepared to determine operational feasibility and to identify fatal flaws for any of the streetcar corridors/routes. An initial appraisal will be conducted for each of the candidate routes based on previous traffic studies conducted for the 2030 General Plan and other relevant development and infrastructure projects. Based on the initial appraisal, we will identify potential traffic “hot spots” where significant levels of congestion either currently occur or are forecast to occur. For each of these locations, a review of roadway or intersection geometrics, volumes, and speeds will be conducted to determine whether dedicated lanes and/or queue jump facilities may be warranted. The traffic assessment will also identify any potential impacts to on-street parking or signal operations.

Transit/Streetcar Operations

A transit operational assessment will be conducted in coordination with Regional Transit to determine the feasibility of operation and maintenance of the streetcar network. Factors that will be considered include integration of the streetcar and light rail lines, and the provision of streetcar maintenance. The following are key elements for this task.

- *Define operational characteristics for streetcar system (service frequency, service hours, vehicle speeds, station spacing, vehicle type, etc.)*
- *Review routes that propose joint use of light rail lines*
- *Conduct preliminary assessment of maintenance facility needs*

Conceptual Engineering

An engineering scan will be conducted to identify any potential fatal flaws or significant engineering requirements that would result in cost escalation for any of the candidate streetcar corridors/routes. This scan would occur after the traffic operations and transit/streetcar operations assessments are completed.

Environmental Issues

A preliminary review of environmental issues will be prepared for each of the alternatives. This review will be summarized in a working paper and will include an overview of the required environmental processes and a topic-by-topic discussion of the types of issues that will need to be addressed. It will also include a brief summary of some of the key issues relative to the streetcar routes. Preparation of a NEPA document would be necessary if the City of Sacramento decides to pursue federal funding for the project or if another federal nexus is identified for the project. This scan will provide a high level of analysis, aimed at a preliminary scoping of the NEPA process that would be required.

The analysis will provide, at a system planning level, a reconnaissance-level assessment of any impacts that would constitute an environmental fatal flaw for the candidate streetcar routes. Topics that will be addressed include transportation, land use, economics, community impacts, visual/aesthetics, and historic/archaeological/cultural, noise/vibration, public safety/security, air quality, utilities, and construction.

Streetcar Route Ranking

A preliminary ranking of route alternatives will be developed based on the results of the above technical analysis and an assessment of the routes for each of the ranking criteria.

Deliverable

- *Working Paper 4: Streetcar Route Evaluation*

TASK 5. NETWORK EVALUATION AND SELECTION OF PREFERRED ROUTE

The purpose of this task is to refine and optimize the three high priority routes, conduct a network evaluation, and select a preferred initial route. The preliminary screening process may yield feedback that suggests a refinement to one or more of the top three routes may be necessary. This may include a modification of the initial streetcar route alignment, changes in station locations, etc. The route descriptions will be modified to reflect these changes.

The next step will be to review the high priority routes and examine system-wide concepts to define an optimal system of streetcars that addresses city mobility, land use, and economic development objectives.

This task will also estimate a range of economic benefits for the top three streetcar routes. In addition to refined ridership, cost, environmental and other performance measures, the analysis will consider the following economic benefits.

Property-Based Impacts

- *Property value boost: We will estimate the potential boost to property values related to existing development in proximity to the alternative streetcar routes, based on published literature on the property value effects of other streetcar and light rail systems, Bay Area Economics will also provide discussion regarding the potential translation of these property value increases to actual property tax increases given the assessed value limitations of Proposition 13.*
- *Development/density impacts: Based on the opportunity sites analysis in Phase I, we will make assumptions about the increment of new development that could occur in the streetcar influence area for each of the three alternative routes. We will then quantify a range of property value that will be associated with the potential increase in value of existing development and the value associated with potential new development.*
- *Property Tax: Based on the above two analyses, we will estimate the total additional property tax to the city. This will provide inputs for evaluation of potential property-based streetcar funding strategies in later tasks.*

Retail Sales Impacts

- *Potential Impacts on Retail Sales: Bay Area Economics will evaluate a range of potential impacts on retail sales based on historic and current sales performance (assuming the City can provide summary sales tax data for each subarea in proximity to the alternative streetcar routes) and on impacts realized in other places with new streetcars. The potential impacts on retail will be quantified in total annual additional sales, as well as additional sales tax dollars generated for the City of Sacramento General Fund and potential future Sacramento County transportation sales tax.*

Based on the economic analysis and the effects of any route refinements, a preferred initial route will be identified.

Deliverable

- *Working Paper 5: Final Streetcar Prioritization Report*

PHASE 2 – FINANCIAL ANALYSIS

The Phase 2 financial analysis will develop a funding plan for the preferred streetcar route.

TASK 6. PREPARE COST ESTIMATES

We will prepare planning level capital cost estimates for the preferred streetcar route identified in Task 5. These estimates will cover the cost of track and electrification improvements, signal improvements, station improvements, and vehicles. Estimates will include costs for design, environmental review, permitting, construction, right-of-way and project management. The project team will also prepare an estimate of annual operating costs for the preferred route.

The capital cost will be estimated using an approximate cost-model derived from the actual costs from recently completed streetcar projects in the United States based on the conceptual level design plans developed as part of this study. An appropriate contingency will be added to cover additional work that would be identified during Preliminary Engineering and Final Design.

We will compare the cost-per-mile of each segment against various streetcar projects recently built in the United States as a reasonableness check of the estimate. We must present costs that provide a true picture of the financial resources that will be necessary to move the project forward, since these costs will be the basis for the financial analyses.

TASK 7. FUNDING PLAN

The purpose of this task is to evaluate options and prepare a funding plan for the capital and operating costs for the preferred streetcar route. A description of federal, state, and local funding sources that can be used for the preferred streetcar route will be identified. This will include federal sources such as the Small Starts program, the TIGER grant program, and the Urban Circulator grant program. The team has extensive experience with federal grant programs, having led streetcar planning efforts for 6 of the 12 streetcar projects awarded TIGER or Urban Circulator grants in 2010.

We will evaluate the capacity of key local funding sources for offsetting the costs of introducing the streetcar. These sources include tax increment financing (TIF) revenue (if applicable to alternative routes), existing or proposed new assessment districts, and development impact fees. Using the sales tax impacts estimated in Task 5, above, Bay Area Economics will also estimate the additional county level sales tax that could be generated. Using the team's previous national experience with implementing funding programs for streetcar, the menu of funding options will include a description of the challenges and benefits associated with major sources.

Deliverable

- *Working Paper 6: Funding Plan*

TASK 8. 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)*
- *Streetcar routes*
- *Economic Development analysis*
- *Transportation analysis*
- *Conceptual cost estimates*
- *Alternatives evaluation findings*

The final report will contain a recommendation for a preferred route for initial implementation and an associated funding plan.

Deliverable

- *Draft and Final report*

OUTREACH PROGRAM

The goal of the outreach process is to engage a wide range of local stakeholders in the planning process so their input is considered in the development of a priority list of streetcar lines. An important component of our outreach approach will be to provide information on the ways that streetcar projects influence mobility, urban form, and economic development. The following are specific objectives of the outreach process.

- *Present profiles of operating streetcar lines*
- *Identify mobility and economic goals*
- *Identify overall Purpose and Need*
- *Identify ranking criteria*
- *Review initial screening of alternatives*
- *Review prioritization of final alternatives*

To accomplish the above objectives, we propose a series of workshops at key milestones with the following groups.

- *City Council*
- *Streetcar Citizens Advisory Committee (CAC)*
- *Streetcar Business Advisory Committee (BAC)*
- *Streetcar Technical Advisory Committee (TAC)*

City Council

We propose two presentations to the City Council at key milestones as follows.

- *Workshop #1 – Purpose and Need*
 - *Profiles of Operating Streetcar Lines*
 - *Purpose and Need*
 - *Study Routes*
 - *Evaluation Criteria*
 - *Initial Screening of Alternatives*
- *Workshop #2 – Final Report*
 - *Prioritization of Final Alternatives*
 - *Implementation Plan*

Citizens Advisory Committee (CAC)

We envision developing a stakeholder group that will be an active participant throughout the study and offer constructive feedback to the Streetcar TAC. 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.

It will be especially important for the outreach effort to include active community stakeholders that represent business, neighborhood, development, environmental, and transportation interest groups. The table on the following page shows a preliminary list of candidate stakeholders.

Candidate agency/institution representatives include staff from the City of Sacramento, Regional Transit, SACOG, CSU Sacramento, Caltrans, the Sacramento Metropolitan Air Quality Management District, Capitol Area Development Authority, the State of California General Services, California State Parks, etc.

The stakeholder involvement process is outlined below.

- *Coordinate and facilitate five CAC meetings, including agenda development, facilitation, and follow-up reporting.*

- *Develop project collateral communications material, such as project backgrounder, fact sheet, and Q&A document.*
- *Develop content on project plans and progress for up to four project-specific Web pages.*
- *Assist Sacramento staff in responding to project-related media inquiries.*

Business Advisory Committee

We propose to conduct a series of three separate workshops/focus groups with business, commercial property owners and development representatives. These meetings will focus on economic development, financing, and implementation issues. The suggested topics of these meetings are as follows.

- *Workshop #1 – Streetcar Economics*
 - *Profiles of operating streetcar lines*
 - *Streetcar Economics*
 - *Purpose and Need*
 - *Study corridors/routes*
- *Workshop #2 – Initial Screening of Alternatives*
 - *Evaluation Criteria*
 - *Economic Impact of Alternatives*
 - *Initial Screening of Alternatives*
- *Workshop #3 – Final Report*
 - *Economic Analysis of Preferred Alternatives*
 - *Prioritization of Final Alternatives*
 - *Funding Plan*

Technical Advisory Committee

We propose to attend eight meetings with a Technical Advisory Committee (TAC), which will oversee the study progress and review all initial deliverables. It is anticipated that the TAC will be comprised of staff from various City departments, Regional Transit, SACOG, and others as designated by City DOT staff.

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 Three Hundred Ten Thousand Dollars (\$310,000.00).
2. **Billable Rates.** CONTRACTOR shall be paid for the performance of Services on an hourly rate, daily rate, flat fee, lump sum or other basis, as set forth in Attachment 1 to Exhibit B, attached hereto and incorporated herein.
3. **CONTRACTOR's Reimbursable Expenses.** Reimbursable Expenses shall be limited to actual expenditures of CONTRACTOR for expenses that are necessary for the proper completion of the Services and shall only be payable if specifically authorized in advance by CITY.
4. **Payments to CONTRACTOR.**
 - A. Payments to CONTRACTOR shall be made within a reasonable time after receipt of CONTRACTOR's invoice, said payments to be made in proportion to services performed or as otherwise specified in Attachment 1 to Exhibit B. CONTRACTOR may request payment on a monthly basis. CONTRACTOR shall be responsible for the cost of supplying all documentation necessary to verify the monthly billings to the satisfaction of CITY.
 - B. All invoices submitted by CONTRACTOR shall contain the following information:
 - (1) Job Name
 - (2) Description of services billed under this invoice, and overall status of project
 - (3) Date of Invoice Issuance
 - (4) Sequential Invoice Number
 - (5) CITY's Purchase Order Number
 - (6) Total Contract Amount
 - (7) Amount of this Invoice (Itemize all Reimbursable Expenses)
 - (8) Total Billed to Date
 - (9) Total Remaining on Contract
 - (10) Updated project schedule. This shall identify those steps that shall be taken to bring the project back on schedule if it is behind schedule.
 - C. Items shall be separated into Services and Reimbursable Expenses. Billings that do not conform to the format outlined above shall be returned to CONTRACTOR for correction. CITY shall not be responsible for delays in payment to CONTRACTOR resulting from CONTRACTOR's failure to comply with the invoice format described below.

D. Requests for payment shall be sent to:

*Azadeh Doherty, Project Manager
915 I Street, Room 2000
Sacramento, CA 95814*

Phone: 916.808.3137 Fax: 916.808.5573 Email: adoherty@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.

ATTACHMENT 1 TO EXHIBIT B

Cost Proposal Fehr & Peers Streetcar Planning Study

	Phase	Task 1: Purpose and Need Statement	Task 2: Description of Candidate Streetcar Routes	Task 3: Initial Screening of Streetcar Routes	Task 4: Evaluation of Streetcar Routes	Task 5: Network Evaluation & Preferred Route Selection	Phase 1 Subtotal	Task 5: Prepare Cost Estimates	Task 6: Funding Plan	Task 7: Report Documentation	Community Outreach	Phase 2 Subtotal	Project Total
Fehr & Peers													
Bob Mann	\$ 87.50	1.00	1.00	1.00	4.00	1.00	\$ 700.00						
Bob Gray	\$ 26.50	2.00	8.00	12.00	16.00	12.00	\$ 4,144.50						
Robert Hutchinson	\$ 47.25	1.00	4.00	12.00	32.00	12.00	\$ 2,589.02						
David Robinson	\$ 57.69	2.00	8.00	24.00	64.00	24.00	\$ 976.92						
David Sauer	\$ 48.09	4.00	16.00	48.00	128.00	48.00	\$ 2,115.52						
David Carter	\$ 30.29	12.00	48.00	144.00	384.00	144.00	\$ 5,854.40						
Steve Kyrke	\$ 43.27	4.00	16.00	48.00	128.00	48.00	\$ 2,092.44						
Sarah Holland	\$ 23.06	32.00	128.00	384.00	1,024.00	384.00	\$ 1,662.14						
Lindsay Szalai	\$ 21.63	1.00	4.00	12.00	32.00	12.00	\$ 808.70						
Hours Subtotal		17	68	204	512	192	\$ 24,697.12						
Cost Subtotal		\$ 689.14	\$ 2,659.23	\$ 4,124.43	\$ 14,847.11	\$ 2,771.59	\$ 24,697.12	\$ 315.38	\$ 487.88	\$ 4,158.70	\$ 2,809.60	\$ 7,771.67	\$ 32,688.79
FCP Overhead (161.15%)		\$ 1,248.91	\$ 4,284.94	\$ 7,460.57	\$ 26,639.78	\$ 5,020.95	\$ 45,011.13	\$ 517.32	\$ 893.88	\$ 7,553.49	\$ 6,089.60	\$ 14,079.39	\$ 69,179.52
Reimbursables		\$ 200.00	\$ 800.00	\$ 3,600.00	\$ 2,800.00	\$ 300.00	\$ 3,000.00	\$ 200.00	\$ 200.00	\$ 989.92	\$ 800.00	\$ 2,195.92	\$ 5,385.92
Fee (1%)		\$ 223.83	\$ 2,414.22	\$ 11,811.01	\$ 4,741.30	\$ 399.24	\$ 4,948.83	\$ 108.57	\$ 157.20	\$ 1,258.87	\$ 872.82	\$ 2,404.60	\$ 9,724.42
FCP Total		\$ 2,482.18	\$ 7,939.61	\$ 13,131.07	\$ 48,117.30	\$ 8,901.92	\$ 80,818.03	\$ 1,195.34	\$ 1,720.18	\$ 13,946.92	\$ 9,879.12	\$ 26,450.58	\$ 109,568.95
SOU													
Ken Johnson	\$ 113.84	3	16	12	16	18	\$ 7,227.52						
Rick Gustafson	\$ 90.91	4	16	12	16	4	\$ 2,181.84						
Brad Tom	\$ 102.27	4	16	16	8	40	\$ 4,808.96						
David Davies	\$ 59.08	2	4	4	8	2	\$ 3,190.86						
Hours Subtotal		8	20	32	72	62	\$ 194						
Cost Subtotal		\$ 909.12	\$ 2,181.88	\$ 2,672.76	\$ 5,854.59	\$ 6,390.86	\$ 18,009.18	\$ 181.82	\$ 2,181.84	\$ 383.64	\$ 0	\$ 2,727.30	\$ 20,736.48
SOU Overhead (100.00%)		\$ 909.12	\$ 2,181.88	\$ 2,672.76	\$ 5,854.59	\$ 6,390.86	\$ 18,009.18	\$ 181.82	\$ 2,181.84	\$ 383.64	\$ 0	\$ 2,727.30	\$ 20,736.48
Reimbursables		\$ 181.82	\$ 736.38	\$ 534.55	\$ 1,170.91	\$ 3,801.84	\$ 36.35	\$ 436.37	\$ 72.73	\$ 398.16	\$ 943.62	\$ 4,545.45	\$ 9,981.58
SOU Fee (1%)		\$ 2,000.06	\$ 4,800.14	\$ 5,890.07	\$ 12,880.03	\$ 14,059.89	\$ 39,820.20	\$ 400.00	\$ 4,800.00	\$ 800.01	\$ 4,379.74	\$ 10,973.80	\$ 49,599.99
Bay Area Economics													
Mark Kovar	\$ 84.13	8	8	8	8	12	\$ 2,585.64						
Ron Golem	\$ 84.13	2	2	4	12	6	\$ 1,882.60						
Vice President	\$ 64.80	4	4	4	4	6	\$ 259.60						
Associate	\$ 28.85	4	4	4	20	8	\$ 2,308.00						
Analyst	\$ 23.08	48	48	48	48	48	\$ 1,107.84						
Hours Subtotal		10	10	0	44	126	\$ 180						
Cost Subtotal		\$ 841.30	\$ 2,319.20	\$ 4,353.18	\$ 7,143.63	\$ 7,143.63	\$ 1,907.62	\$ 1,943.22	\$ 3,028.68	\$ 6,275.52	\$ 13,993.20	\$ 23,788.44	
SE Overhead (170%)		\$ 1,439.21	\$ 3,936.64	\$ 7,402.64	\$ 12,149.41	\$ 13,113.28	\$ 30,222.95	\$ 3,303.47	\$ 5,148.76	\$ 10,875.18	\$ 23,778.44	\$ 42,500.00	
Reimbursables		\$ 227.15	\$ 910.58	\$ 680.18	\$ 1,175.56	\$ 2,082.69	\$ 353.08	\$ 524.67	\$ 817.74	\$ 1,695.47	\$ 3,778.16	\$ 4,425.00	
SE Fee (10%)		\$ 2,498.66	\$ 5,890.07	\$ 7,462.02	\$ 12,928.94	\$ 22,908.94	\$ 22,908.94	\$ 4,308.63	\$ 5,771.36	\$ 8,995.18	\$ 19,075.17	\$ 41,984.80	
HDR													
Chandra Hales	\$ 91.20	2	2	4	4	8	\$ 1,824.00						
Shirley Kelly	\$ 60.10	2	2	4	4	6	\$ 2,042.00						
Jim Hillier	\$ 81.98	16	16	40	40	24	\$ 1,310.24						
Paul Hubner	\$ 37.02	2	2	4	4	8	\$ 1,041.60						
Hours Subtotal		2	2	4	4	8	\$ 76						
Cost Subtotal		\$ 1,837.40	\$ 1,422.64	\$ 384.80	\$ 2,168.80	\$ 729.60	\$ 4,826.66						
SE Overhead (161.56%)		\$ 294.87	\$ 2,113.00	\$ 589.74	\$ 4,476.04	\$ 1,179.47	\$ 8,953.12	\$ 764.82	\$ 0	\$ 182.40	\$ 1,179.47	\$ 1,537.28	
Reimbursables		\$ 47.73	\$ 390.56	\$ 95.45	\$ 722.46	\$ 180.91	\$ 1,449.14	\$ 1,286.19	\$ 0	\$ 294.87	\$ 1,179.47	\$ 3,000.00	
HDR Fee (10%)		\$ 524.99	\$ 4,298.21	\$ 1,049.99	\$ 7,999.33	\$ 2,098.99	\$ 15,240.40	\$ 14,181.07	\$ 0	\$ 4,473.31	\$ 4,890.91	\$ 3,276.96	
Dough Wright													
DW Total	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$5,000.00						
Messagemith													
Messagemith Total	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$5,000.00						
AIM Total													
AIM Total	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$12,000.00						
Ferry Group													
Ferry Group	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$12,000.00						
TOTAL													
	\$ 9,485.90	\$ 21,531.95	\$ 22,031.13	\$ 78,448.63	\$ 39,990.73	\$ 171,488.40	\$ 15,776.45	\$ 28,337.84	\$ 20,943.29	\$ 73,454.02	\$ 538,511.60	\$ 310,000.00	

COST PROPOSAL

CONTRACT No. _____
 CONSULTANT HDR

Date 12/16/10

DIRECT LABOR

Classification	Name	Hours	Initial Hourly Rate	Total
	<u>Charlie Hales</u>	<u>30.0</u>	@ \$ <u>91.20</u>	\$ <u>2,736.00</u>
	<u>Sharon Kelly</u>	<u>40.0</u>	@ \$ <u>60.10</u>	\$ <u>2,404.00</u>
	<u>Jim Hecht</u>	<u>40.0</u>	@ \$ <u>81.89</u>	<u>3,275.60</u>
	<u>Oliver Martinez</u>	<u>80.0</u>	@ \$ <u>37.02</u>	<u>2,961.60</u>

Subtotal Direct Labor Costs \$ 11,377.20

	Total Direct Labor Costs		\$ <u>11,377.20</u>
FRINGE BENEFITS	Rate	Total	
Fringe Benefits	0.00%	\$ -	
	Total Fringe Benefits		\$ -

INDIRECT COSTS	Rate	Total	
Overhead/General and Administrative	161.66%	\$ 18,392.38	
	Total Indirect Costs		\$ <u>18,392.38</u>

FEE @ 10% \$ 2,976.96

OTHER COSTS	
Mileage	\$ _____
Reproductions Costs (out of office blue lines, xerox, binding)	\$ _____
Photographic Film & Processing	\$ _____
Mail & Delivery Services (California Overnight and Postage)	\$ _____
Total Other Costs	\$ <u>3,300.00</u>

TOTAL COSTS \$ **36,046.54**

COST PROPOSAL

CONTRACT No. _____
 CONSULTANT SOJ

Date 12/16/10

DIRECT LABOR

Classification	Name	Hours	Initial Hourly Rate	Total
	<u>Ken Johnsen</u>	<u>68.0</u>	@ \$ <u>113.64</u>	\$ <u>7,727.52</u>
	<u>Rick Gustafson</u>	<u>54.0</u>	@ \$ <u>90.91</u>	\$ <u>4,909.14</u>
	<u>Brad Tong</u>	<u>48.0</u>	@ \$ <u>102.27</u>	<u>4,908.96</u>
	<u>David Davies</u>	<u>54.0</u>	@ \$ <u>59.09</u>	<u>3,190.86</u>

Subtotal Direct Labor Costs \$ 20,736.48

FRINGE BENEFITS		Rate	Total
Fringe Benefits		<u>0.00%</u>	\$ <u>-</u>
Total Fringe Benefits			\$ <u>-</u>

INDIRECT COSTS		Rate	Total
Overhead/General and Administrative		<u>100.00%</u>	\$ <u>20,736.48</u>
Total Indirect Costs			\$ <u>20,736.48</u>

FEE @ 10% \$ 4,147.30

OTHER COSTS		
Mileage		\$ _____
Reproductions Costs (out of office blue lines, xerox, binding)		\$ _____
Photographic Film & Processing		\$ _____
Mail & Delivery Services (California Overnight and Postage)		\$ _____
Total Other Costs		\$ <u>4,379.73</u>

TOTAL COSTS \$ 49,999.99

COST PROPOSAL

CONTRACT No. _____
CONSULTANT Bay Area Economics

Date 12/27/10

DIRECT LABOR

Classification	Name	Hours	Initial Hourly Rate	Total
Principal	<u>Matt Kowta</u>	<u>60.0</u>	@ \$ <u>84.13</u>	\$ <u>5,047.80</u>
Principal	<u>Ron Golem</u>	<u>48.0</u>	@ \$ <u>84.13</u>	\$ <u>4,038.24</u>
Vice President	<u>misc.</u>	<u>18.0</u>	@ \$ <u>64.90</u>	<u>1,168.20</u>
Senior Associate	<u>misc.</u>	<u>0.0</u>	@ \$ <u>45.67</u>	<u>-</u>
Associate	<u>misc.</u>	<u>80.0</u>	@ \$ <u>28.85</u>	<u>2,308.00</u>
Analyst	<u>misc.</u>	<u>62.0</u>	@ \$ <u>23.08</u>	\$ <u>1,430.96</u>
		<u>0.0</u>	@ \$ <u>0.00</u>	\$ <u>-</u>
		<u>0.0</u>	@ \$ <u>0.00</u>	<u>-</u>

Subtotal Direct Labor Costs \$ 13,993.20

Total Direct Labor Costs \$ 13,993.20

FRINGE BENEFITS

	Rate	Total
Fringe Benefits	<u>0.00%</u>	\$ <u>-</u>
Total Fringe Benefits		\$ <u>-</u>

INDIRECT COSTS

Overhead/General and Administrative	<u>170.00%</u>	\$ <u>23,788.44</u>
Total Indirect Costs		\$ <u>23,788.44</u>

FEE @ 10% \$ 3,778.16

OTHER COSTS

Mileage	\$ <u>300.00</u>
Reproductions Costs (out of office blue lines, xerox, binding)	\$ <u>100.00</u>
Photographic Film & Processing	\$ <u>-</u>
Mail & Delivery Services (California Overnight and Postage)	\$ <u>25.00</u>
Total Other Costs	\$ <u>425.00</u>

TOTAL COSTS \$ 41,984.80

COST PROPOSAL

CONTRACT No. _____
 CONSULTANT Doug Wright

Date 12/16/10

Note: This Sub-consultant does not have audited overhead rates and charges a flat fee for its services.

DIRECT LABOR	Name	Hours	Initial Hourly Rate	Total
Classification	_____	_____	@ \$ _____	\$ _____ -
	_____	_____	@ \$ _____	\$ _____ -
	_____	_____	@ \$ _____	\$ _____ -
Subtotal Direct Labor Costs				\$ _____ -
Total Direct Labor Costs				\$ _____ -
			Rate	Total
FRINGE BENEFITS			0.00%	\$ _____ -
Fringe Benefits	Total Fringe Benefits			\$ _____ -
			0.00%	\$ _____ -
INDIRECT COSTS				
Overhead/General and Administrative	Total Indirect Costs			\$ _____ -
				\$ _____ -
FEE @ 10%				
OTHER COSTS				\$ _____
Mileage				\$ _____
Reproductions Costs (out of office blue lines, xerox, binding)				\$ _____
Photographic Film & Processing				\$ _____
Mail & Delivery Services (California Overnight)				\$ _____
Total Other Costs				\$ _____
				\$ 25,000.00

COST PROPOSAL

CONTRACT No. _____
 CONSULTANT Messagesmith

Date 12/16/10

Note: This Sub-consultant does not have audited overhead rates and charges a flat fee for its services.

DIRECT LABOR	Name	Hours	Initial Hourly Rate	Total
Classification			@ \$	\$ -
			@ \$	\$ -
			@ \$	\$ -
Subtotal Direct Labor Costs				\$ -
Total Direct Labor Costs				\$ -
			Rate	Total
FRINGE BENEFITS			0.00%	\$ -
Fringe Benefits	Total Fringe Benefits			\$ -
INDIRECT COSTS			0.00%	\$ -
Overhead/General and Administrative	Total Indirect Costs			\$ -
				\$ -
FEE @ 10%				
OTHER COSTS				\$ _____
Mileage				\$ _____
Reproductions Costs (out of office blue lines, xerox, binding)				\$ _____
Photographic Film & Processing				\$ _____
Mail & Delivery Services (California Overnight)				\$ _____
Total Other Costs				\$ _____
				\$ 33,000.00

COST PROPOSAL

CONTRACT No. _____
CONSULTANT AIM

Date 12/16/10

Note: This Sub-consultant does not have audited overhead rates and charges a flat fee for its services.

DIRECT LABOR	Name	Hours	Initial Hourly Rate	Total
Classification			@ \$ _____	\$ _____ -
			@ \$ _____	\$ _____ -
			@ \$ _____	\$ _____ -
Subtotal Direct Labor Costs				\$ _____ -
Total Direct Labor Costs				\$ _____ -
FRINGE BENEFITS			Rate	Total
Fringe Benefits			0.00%	\$ _____ -
Total Fringe Benefits				\$ _____ -
INDIRECT COSTS			0.00%	\$ _____ -
Overhead/General and Administrative				\$ _____ -
Total Indirect Costs				\$ _____ -
FEE @ 10%				\$ _____ -
OTHER COSTS				\$ _____
Mileage				\$ _____
Reproductions Costs (out of office blue lines, xerox, binding)				\$ _____
Photographic Film & Processing				\$ _____
Mail & Delivery Services (California Overnight)				\$ _____
Total Other Costs				\$ _____
Total Proposal				\$ 12,000.00

COST PROPOSAL

CONTRACT No. _____
CONSULTANT Fearey Group

Date 12/16/10

Note: This Sub-consultant does not have audited overhead rates and charges a flat fee for its services.

DIRECT LABOR	Name	Hours	Initial Hourly Rate	Total
Classification			@ \$ _____	\$ _____ -
			@ \$ _____	\$ _____ -
			@ \$ _____	\$ _____ -
Subtotal Direct Labor Costs				\$ _____ -
Total Direct Labor Costs				\$ _____ -
			Rate	Total
FRINGE BENEFITS			0.00%	\$ _____ -
Fringe Benefits	Total Fringe Benefits			\$ _____ -
INDIRECT COSTS			0.00%	\$ _____ -
Overhead/General and Administrative	Total Indirect Costs			\$ _____ -
				\$ _____ -
FEE @ 10%				
OTHER COSTS				\$ _____
Mileage				\$ _____
Reproductions Costs (out of office blue lines, xerox, binding)				\$ _____
Photographic Film & Processing				\$ _____
Mail & Delivery Services (California Overnight)				\$ _____
Total Other Costs				\$ _____
				\$ 5,000.00

EXHIBIT C

PROFESSIONAL SERVICES AGREEMENT FOR DESIGN SERVICES

FACILITIES AND EQUIPMENT TO BE PROVIDED BY CITY

CITY shall [*check one*]

X Not furnish any facilities or equipment for this Agreement; or

_____ furnish the following facilities or equipment for the Agreement; [*list, if applicable*]

EXHIBIT D

PROFESSIONAL SERVICES AGREEMENT FOR DESIGN SERVICES

GENERAL PROVISIONS

1. Independent Contractor.

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

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

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

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

7. CONTRACTOR Information.

- A. CITY shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by CONTRACTOR pursuant to this Agreement. In this Agreement, the term "information" shall be construed to mean and include: any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, 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.

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

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

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

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

EXHIBIT E

REQUIREMENTS OF THE NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

INTRODUCTION

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

APPLICATION

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

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

DEFINITIONS

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

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

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

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

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

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

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

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

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

EMPLOYER COMPLIANCE CERTIFICATE AND NOTICE REQUIREMENTS

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

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

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

Attachment A



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

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

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

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

The included employee benefits are:

- Bereavement leave
- 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
Procurement Services Division
5730 24th Street, Bldg. 1
Sacramento, CA 95822

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

Attachment B



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

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

The included employee benefits are:

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

Discrimination and Retaliation Prohibited.

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

You May Also . . .

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

EXHIBIT F

CALIFORNIA DEPARTMENT OF TRANSPORTATION ADDITIONAL CONTRACT PROVISIONS

- A.** This Agreement (hereafter the "Contract") shall begin on January 11, 2011, contingent upon approval from the State, and expire on June 30, 2012, unless extended by amendment.
- B.**
1. Code of Federal Regulations (CFR) 48 Chapter 1, Part 31 shall be used to determine the allowability of the Individual items of cost.
 2. The Consultant (hereafter referred to as either "Consultant" or "Contractor") agrees to comply with federal procedures in accordance with CFR 49, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
 3. Any costs for which payments have been made to the contractor, which are determined by subsequent audit to be unallowable under CFR 48, Chapter 1 Part 31 and CFR 49, Part 18, are subject to repayment by the contractor to the City of Sacramento, the State and the Federal Government.
 4. Any subcontract, entered into as a result of this contract, shall contain all of the provisions of this Article.
- C.**
1. The City of Sacramento shall reimburse the contractor for actual costs as specified herein. The actual costs shall include direct salary costs, employee benefits, overhead and fee. The total amount payable by the City, for all Task Orders and expenses resulting from this contract, shall not exceed \$ 310,000.00. It is understood and agreed that this total is an estimate, and that there is no guarantee, either expressed or implied, as to the actual dollar amount that will be authorized under this contract through Task Orders.
 2. The Contractor shall be reimbursed for direct costs, other than salary costs that are identified in an executed Task Order.
 3. The Contractor shall be reimbursed for actual travel expenses incurred in the performance of this work, including the use of private cars at the rate not to exceed that currently authorized for State employees under State Department of Personnel Administration rules. In addition, contractor's personnel shall be reimbursed for per diem expenses at a rate not to exceed that currently authorized for State employees under State Department of Personnel Administration rules.
 4. The Contractor shall not commence performance of work or services until this contract has been approved by the City and State and notification to proceed has

been issued by the City and State's Contract Manager. No payment will be made for any work performed prior to approval of this contract.

5. Any subcontract, entered into as a result of this contract, shall contain all of the provisions of this Article.

D. 1. The Contractor shall perform the work contemplated with resources available within its own organization and no portion of work pertinent to this contract shall be subcontracted without written authorization by the State's or City's Contract Manager, except that which is expressly identified in the Contractor's Cost Proposal.

2. Any subcontract in excess of \$25,000, entered into as a result of this contract, shall contain all provisions stipulated in this contract to be applicable to subcontractors.

3. Any substitution of subcontractors must be approved in writing by State's or City's Contract Manager.

4. Any subcontract, entered into as a result of this contract shall contain all the provisions of this Article.

E. 1. Prior authorization in writing by the City's Contract Manager shall be required before the Contractor enters into any non-budgeted purchase order or subcontract exceeding \$500 for supplies, equipment, or consultant services. The Contractor shall provide the necessity or desirability of incurring such costs.

2. For purchase of any item, service or consulting work not covered in the Contractor's Cost Proposal and exceeding \$500, with prior authorization by the City's Contract Manager, three competitive quotations must be submitted with the request or the absence of bidding must be adequately justified.

3. Any equipment purchased as a result of this contract is subject to the following. The Contractor shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least one year or more and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, the City shall receive a proper refund or credit. At the conclusion of the contract or if the contract is terminated, the Contractor may either keep the equipment and credit the City in an amount equal to its fair market value or sell such equipment at the best price obtainable, at a public or private sale, in accordance with established State and City procedures, and credit the City in an amount equal to the sales price. If the Contractor elects to keep the equipment, the fair market value shall be determined, at the Contractor's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to the City, State and the Contractor. If it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by the State.

4. CFR 49, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.
 5. Any subcontract entered into as a result of this contract shall contain all the provisions of this article.
- F.** In accordance with Public Contract Code Section 10296, a contractor who is not a public entity, by signing this contract, hereby swears under penalty that no more than one final, unappealable finding of contempt of court by a Federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of a Federal court that orders the Contractor to comply with an order of the National Labor Relations Board.
- G.** It is understood and agreed that the contract's not-to-exceed amount is an estimate and that City of Sacramento will pay only for those services actually rendered as authorized by the Contract Manager or his/her designee.
- H.** The Contractor shall not commence performance of work or services until this contract has been approved by the City and State and notification to proceed has been issued by City and State's Contract Manager. No payment will be made for approval of this contract.
- I.**
1. For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable, and other matters connected with the performance of the contract pursuant to Government Code 8546.7, the Contractor, subcontractors, the City of Sacramento and the State shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the cost of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The City of Sacramento, the State, the State Auditor, FHWA or duly authorized representative shall have access to any books, records, and documents of the Contractor that are pertinent to the contract for audits examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.
 2. Any subcontract entered into as a result of this contract shall contain all the provisions this article.
- J. Introduction Under Early Termination**
1. Within 30 days of the date the consultant is notified of early termination for the convenience of the City of Sacramento, the consultant shall prepare and submit to the Contract Manager for approval, two separate supplemental cost proposals:
 - 1) A final revised cost proposal for all project-related costs to the revised

termination date, and 2) A cost proposal specifically addressing the termination settlement costs only.

2. The consultant's final revised cost proposal and termination settlement shall reflect any work that is not covered by the executed original contract or executed contract amendment(s) and should reflect the reduced level of effort resulting from the early termination, if applicable.
3. Project-related documents shall be described, listed and identified as part of the final revised cost proposal. Project related documents shall include all documentation that are incomplete and final form and which have been accepted as complete by the City of Sacramento, or documents in draft and/or incomplete form for those deliverables which are in progress by the consultant and have not been accepted as complete.

A. Consultant's Reports Under Early Termination

Upon notice of early termination consultant shall provide all project related correspondence required as part of the Consultant's scope of services. All documents must be received and accepted before the settlement costs invoice is paid.

B. Invoice Submittal Under Early Termination

Separate final invoices for project-related costs and termination settlement cost shall be submitted no later than thirty (30) calendar days after the date acceptance of the final cost proposal by the Contract Manager. Invoices shall be submitted in accordance with Exhibit B.

C. Expenses Payable Under Early Termination

The invoice for termination settlement cost shall contain the following, to the extent they are applicable. Lease termination cost for equipment and facilities approved under the terms of the contract: equipment salvage costs for equipment valued over \$500; rental cost for unexpired leases, less than the residual value of the lease; cost of alterations and reasonable restorations required by the lease, settlement expenses, e.g., accounting, legal, clerical, storage, transportation, protection, and disposition of property acquired or produced under the contract; indirect cost, such as payroll taxes, fringe benefit, occupancy costs, immediate supervision related to wages and salaries, incurred as settlement costs.

D. Termination issues for Subconsultants, Materialmen, Etc.

The consultant shall notify any subconsultant and service vendor providing service under this contract of the early termination date of this contract. Failure to notify any subcontractor and service vendor shall result in the

consultant being liable for the termination cost incurred by any subcontractor and service or supply vendor for work performed under this contract except those specifically agreed to in the termination notice to the consultant.

E. Cost Principals Under Early Termination

Termination settlement expenses reimbursed in accordance with CFR 48, Federal Acquisitions Regulations System, Chapter 1, Part 31. Subpart 313205-42 (c) dealing with the Initial Costs are not applicable to architectural and engineering contract terminations.

F. Adjustment of Fixed Fee Under Early Termination

The fixed fee will be adjusted as determined by the Contract Manager in accordance with the guidelines Established in CFR 48 Chapter 1, Section 49.305-1.

G. Disputes Under Early Termination Conditions

Disputes under early termination conditions shall be resolved in accordance with the City's dispute resolution process.

(NAME OF SUBCONSULTANT(s)): HDR, SOJ, Strategic Economics, Doug Wright, Messagesmith, AIM, Fearey Group

1. The proposed hourly rate shall be adjusted to reflect the actual hourly rates of individual(s) who will be working on the project.
2. The contractor shall adjust the proposed indirect rate to the audited provisional rate of _____ percent.
3. The Other Direct Costs for vehicles shall be changed to reflect the audited rate of _____ 0 _____ per month.

EXHIBIT G

SPECIAL PROVISIONS (ENGINEERING DESIGN)

1. Record Retention

The Consultant agrees to keep proper books of records and account in which complete and correct entries will be made of payroll costs, travel, subsistence and field expenses. Said books shall, at all times, be available for at least three (3) years after final payment for reasonable examination by the City.

2. Accuracy and Completeness

The Consultant has total responsibility for the accuracy and completeness of the investigations, calculations, reports, plans and related designs, specifications, and estimates prepared for the Project and shall check all such material accordingly. The plans will be reviewed by City for conformity with Project objectives and compliance with City Standards. Reviews by City do NOT include the detailed review or checking of major design components and related details or the accuracy with which such designs are depicted on the plans. The responsibility for accuracy and completeness of such items remains solely with the Consultant. Specifically included is the Consultant's responsibility to comply with all requirements of the Americans with Disabilities Act.

The Consultant shall provide an independent analysis of all structural computations and plans submitted to the City. The independent analysis shall be performed by an engineer licensed in the appropriate discipline. The signature of the checker shall appear on all plan sheets.

In the event that the items requiring interpretation in the drawings or specifications are discovered during the bidding period, said items shall be analyzed by the Consultant for decision by City as to the proper procedure to be followed. Corrective action taken will either be in the form of an addendum prepared by the Consultant and issued by City, or by a covering change order after the award of the construction contract.

During construction, the Consultant shall furnish all necessary additional drawings for supplementing, clarifying, and/or correcting purposes and for change orders resulting from errors and omissions of the Consultant. Such drawings shall be requested in writing from the Consultant by City and shall be furnished at no additional cost to City. The original tracing(s) of the drawings and contract wording for change orders shall be submitted to City for duplication and distribution.

3. Professional Seal

The title sheet for specifications and reports, and each sheet of plans, shall bear the professional seal, certificate number, registration classification, expiration date of the certificate, and signature of the professional engineer responsible for their preparation. The signature and registration number of the checker shall also appear on all sheets.

4. Sole Source Materials or Equipment

The Consultant or its subcontractors shall not incorporate in the design any materials or equipment of single or sole source origin without prior written approval of the City.

5. Documentation

The Consultant shall document the results of all work to the satisfaction of the City. This may include, but not be limited to, preparation of progress and final reports, calculations, plans, specifications, estimates and construction records.

6. Ownership of Documents

Tracings, plans, specifications, maps, as-built plans, and all other documents prepared or obtained under this Agreement shall be delivered to and become the property of the City. The basic survey notes and sketches, charts, computations and other data prepared under this Agreement shall be made available upon request to the City without restriction or limitation on their use.

7. Copyrights

The Consultant shall not have copyrights of reports or products of this Agreement.

8. Changes in Work

The City reserves the right to change the Scope of Work as necessary to complete the project. In the event that such a change would materially change the amount or character of the work reasonably considered necessary to perform under the original scope of this Agreement, a contract adjustment shall be negotiated based upon the estimated number of hours the revised or added task would consume based upon the unit rates as shown in Exhibit "B."

9. Construction Plans and Specifications

All construction plans prepared in accordance with this Agreement shall be ink on mylar drawings.

All construction specifications prepared in accordance with this Agreement shall be submitted in final form to the City on 3.5" - diskette using "Word 6.0/95" or higher software in addition to the required paper copies.

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. Insurance is primary per policy form. Professional Liability Deductible: \$100,000 per claim.

Insured: Fehr & Peers
Insurer: Hartford Casualty Insurance Co.
Policy Number: 57SBAVA1664
Policy Period: November 1, 2010 – November 1, 2011

SEALEY, BENJON & ASSOCIATES
Jerry Sealey

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

Job Description

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

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.



Request for Taxpayer Identification Number and Certification

Give form to the
 requester. Do not
 send to the IRS.

Print or type
 See Specific Instructions on page 2.

Name (as shown on your income tax return) Fehr & Peers	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt. or suite no.) 100 Pringle Avenue, Suite 600	Requester's name and address (optional)
City, state, and ZIP code Walnut Creek, CA 94596	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
or
Employer identification number
68 0065540

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the Instructions on page 4.

Sign Here	Signature of U.S. person ▶ <i>[Handwritten Signature]</i>	Date ▶ <i>1-19-2010</i>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

Withholding Exemption Certificate

2010

(This form can only be used to certify exemption from nonresident withholding under California R&TC Section 18662. Do not use this form for exemption from wage withholding.)

590

File this form with your withholding agent. (Please type or print)

Withholding agent's name City of Sacramento		Vendor/Payee's name Fehr & Peers		Vendor/Payee's <input type="checkbox"/> SOS file no. <input checked="" type="checkbox"/> CA corp. no. <input type="checkbox"/> FEIN C 1 1 8 6 5 0 2
Address (number and street, PO Box, or PMB no.) 100 Pringle Avenue			Apt. no./ Ste. no. 6 0 0	
City Walnut Creek		State C A	ZIP Code 9 4 5 9 6	

Read the following carefully and check the box that applies to the vendor/payee.

I certify that for the reasons checked below, the entity or individual named on this form is exempt from the California income tax withholding requirement on payment(s) made to the entity or individual.

Individuals — Certification of Residency:

I am a resident of California and I reside at the address shown above. If I become a nonresident at any time, I will promptly notify the withholding agent. See instructions for General Information D, Who is a Resident, for the definition of a resident.

Corporations:

The above-named corporation has a permanent place of business in California at the address shown above or is qualified through the California Secretary of State (SOS) to do business in California. The corporation will file a California tax return and withhold on payments of California source income to nonresidents when required. If this corporation ceases to have a permanent place of business in California or ceases to do any of the above, I will promptly notify the withholding agent. See instructions for General Information F, What is a Permanent Place of Business, for the definition of permanent place of business.

Partnerships or Limited Liability Companies (LLC):

The above-named partnership or LLC has a permanent place of business in California at the address shown above or is registered with the California SOS, and is subject to the laws of California. The partnership or LLC will file a California tax return and will withhold on foreign and domestic nonresident partners or members when required. If the partnership or LLC ceases to do any of the above, I will promptly inform the withholding agent. For withholding purposes, a Limited Liability Partnership (LLP) is treated like any other partnership.

Tax-Exempt Entities:

The above-named entity is exempt from tax under California R&TC Section 23701 _____ (insert letter) or Internal Revenue Code Section 501(c) _____ (insert number). The tax-exempt entity will withhold on payments of California source income to nonresidents when required. If this entity ceases to be exempt from tax, I will promptly notify the withholding agent. Individuals cannot be tax-exempt entities.

Insurance Companies, IRAs, or Qualified Pension/Profit Sharing Plans:

The above-named entity is an insurance company, IRA, or a federally qualified pension or profit-sharing plan.

California Trusts:

At least one trustee and one noncontingent beneficiary of the above-named trust is a California resident. The trust will file a California fiduciary tax return and will withhold on foreign and domestic nonresident beneficiaries when required. If the trustee becomes a nonresident at any time, I will promptly notify the withholding agent.

Estates — Certification of Residency of Deceased Person:

I am the executor of the above-named person's estate. The decedent was a California resident at the time of death. The estate will file a California fiduciary tax return and will withhold on foreign and domestic nonresident beneficiaries when required.

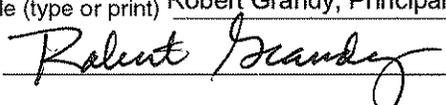
Nonmilitary Spouse of a Military Servicemember:

I am a nonmilitary spouse of a military servicemember and I meet the Military Spouse Residency Relief Act (MSRRA) requirements. See instructions for General Information E, MSRRA.

CERTIFICATE: Please complete and sign below.

Under penalties of perjury, I hereby certify that the information provided in this document is, to the best of my knowledge, true and correct. If conditions change, I will promptly notify the withholding agent.

Vendor/Payee's name and title (type or print) Robert Grandy, Principal Daytime telephone no. 916-773-1900

Vendor/Payee's signature  Date 1/10/2010