



City of Sacramento City Council

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

Meeting Date: 2/22/2011

Report Type: Consent

Title: State Route 99/Elkhorn Boulevard Improvements Project (T15116400)

Report ID: 2011-00048

Location: District 1

Recommendation: Adopt a Resolution: 1) establishing the State Route 99/Elkhorn Boulevard Improvements Project (T15116400); 2) amending the FY 10/11 Capital Improvement Program by appropriating \$900,000 from the North Natomas Finance Plan (Fund 3201) to the State Route 99/Elkhorn Boulevard Improvements Project (T15116400); and 3) authorizing the City Manager to execute a professional services agreement with Dokken Engineering in an amount not to exceed \$362,765 to complete preliminary engineering and prepare final design for the project.

Contact: Mehrdad Nazeri, Associate Engineer, (916) 808-7460; Ryan Moore, Supervising Engineer, (916) 808-8279, Department of Transportation

Presenter: None

Department: Transportation Department

Division: Funding and Project Development

Dept ID: 15001121

Attachments:

-
- 1- Description/Analysis
 - 2 - Background Information
 - 3 - Resolution
 - 4 - Exhibit A - Location Map
 - 5 - Agreement Cover Sheet
 - 6 - Agreement

City Attorney Review

Approved as to Form
Jerry Hicks
2/10/2011 5:35:23 PM

City Treasurer Review

Prior Council Financial Policy Approval or
Outside City Treasurer Scope
Russell Fehr
2/4/2011 12:33:06 PM

Approvals/Acknowledgements

Department Director or Designee: Jerry Way - 2/8/2011 3:01:19 PM

Assistant City Manager: John Dangberg - 2/10/2011 12:07:40 PM

Eileen Teichert, City Attorney

Shirley Concolino, City Clerk
Gus Vina, Interim City Manager

Russell Fehr, City Treasurer



Description/Analysis

Issue: The establishment of this Capital Improvement Project and the transfer of funds are necessary to begin work on the project.

The State Route 99/Elkhorn Boulevard Improvement Project (T15116400) will provide preliminary engineering, environmental documentation, and final design of the northbound off-ramp intersection with Elkhorn Boulevard, ramp terminus signalization, and widening of Elkhorn Boulevard to allow for additional eastbound capacity between the northbound off-ramp and East Commerce Way.

Execution of a professional services agreement is required to retain a consulting team to provide preliminary engineering and final design services for the State Route 99/Elkhorn Boulevard Improvement Project (T15116400).

Policy Considerations: This project is in accordance with the City Operating Principles of promoting safety and livability by improving traffic circulation, and relieving traffic congestion.

Per the City's Cooperative Agreement with Caltrans, (City Agreement No. 95-217), the City is responsible for improvements at the subject interchange.

The City current general plan identifies Elkhorn as a four-lane arterial. This project will add one eastbound lane which will be consistent with general plan policy.

Environmental Considerations:

California Environmental Quality Act (CEQA): The establishment of a CIP, transfer and appropriation of funds, and execution of agreement are not subject to the provisions of the California Environmental Quality Act (CEQA). Under CEQA general rule 15061-B-3, CEQA applies only to projects which have the potential for causing a significant effect on the environment. These actions will have no effect on the environment, thus are not subject to CEQA.

Sustainability Considerations: This project is consistent with Sustainability Master Plan Air Quality goals to encourage cleaner air practices through the reduction of congestion.

Other: None.

Commission/Committee Action: None.

Rationale for Recommendation: The proposed improvements will reduce congestion, improve safety, and allow the City to leverage State funds through the use of local funds for the purpose of constructing needed improvements.

The establishment of Capital Improvement Projects, appropriation of funds and execution of professional services agreement are necessary to pursue this project.

State Route 99/Elkhorn Boulevard Improvement Project

A Request for Proposals (RFP) was advertised for consultant services to perform preliminary engineering and prepare the final design for the project. A panel, consisting of staff from the City of Sacramento Department of Transportation and Caltrans, reviewed and evaluated written proposals based on experience, qualifications, and a proposed work plan for the project. The panel short listed and held interviews with the five highest ranked firms. Dokken Engineering was selected by the panel as the top-ranked firm.

Financial Considerations: The design and environmental phase of the State Route 99/Elkhorn Boulevard Improvements Project (T15116400) will be funded with \$900,000 from the North Natomas Financing Plan (Fund 3201). It is anticipated that construction will be funded by State Proposition 1B funds. No general fund resources will be used for this project.

Constructing these improvements through the leveraging of State Proposition 1B funds will decrease the overall financial burden on the North Natomas Finance Plan.

Emerging Small Business Development (ESBD): The City's E/SBE goal is 20%. The Dokken Engineering team has attained 27% E/SBE participation.



Background

As per City Agreement No. 95-217, the City of Sacramento is responsible for the design and construction of congestion reducing improvements at several mainline interchanges in the North Natomas area of the City. The interchange of Elkhorn Boulevard and State Route 99 is one of the facilities identified in the agreement. The agreement specifies level of service and mainline queuing thresholds that determine the timeline for improvements. Thresholds have been met or exceeded at this interchange due to evening peak hour operation on the northbound off-ramp.

The existing intersection of the northbound off-ramp with Elkhorn Boulevard is stop sign controlled which creates inefficiency due to light cross traffic approaching from eastbound Elkhorn Boulevard. The required stop for the off-ramp right turning traffic causes delay and excessive queuing on the ramp. Due to the delays caused by the stop sign, queues form on the off-ramp and spill back to the mainline, causing operational problems on both State Route 99 and Elkhorn Boulevard.

A traffic analysis conducted by Caltrans indicates that signalization of the northbound off-ramp intersection with Elkhorn Boulevard and the addition of a second eastbound lane from the intersection to East Commerce Way would alleviate significant congestion and improve operations.

The State of California received approximately \$147,000,000 in Proposition 1B funding for mainline improvements on State Route 99. Due to the current favorable bidding climate, Caltrans has realized significant savings on the Proposition 1B State Route 99 construction projects. Consequently the state is able to offer funding to local agencies for eligible improvements on State Route 99. Caltrans has stipulated that the Proposition 1B funding be available for construction activities only. Staff is therefore recommending that the design phase be expedited at this time in order to position the City to receive Proposition 1B funding for construction.

A Request for Proposals (RFP) was advertised for consultant services to perform preliminary engineering, environmental clearance and prepare the final design for the project. Nine firms responded:

FIRM	ESBE PARTICIPATION
Parsons Brinckerhoff	20%
Mark Thomas & Company	20%
Drake Haglan & Associates	90%
Dokken Engineering	27%
URS	20%
Omni - Means	93%

Quincy Engineering	29%
Morton & Pitalo, Inc.	71%
Wood Rodgers	20%

A panel, consisting of staff from the City of Sacramento, Department of Transportation, and from the State of California, Department of Transportation (Caltrans), reviewed and evaluated written proposals based on experience, qualifications, and a proposed work plan for the project. Based on this, the panel held interviews with the five highest ranked firms:

- Drake Haglan & Associates
- Dokken Engineering
- Quincy Engineering
- Wood Rodgers
- Mark Thomas & Company

It was determined by the panel that Dokken Engineering was the top-ranked firm.



RESOLUTION NO.

Adopted by the Sacramento City Council

**STATE ROUTE 99/ELKHORN BOULEVARD IMPROVEMENT
PROJECT (T15116400)**

BACKGROUND

- A. The City of Sacramento is obligated to construct operational improvements at the interchange of Elkhorn Boulevard and State Route 99 pursuant to City Agreement 95-217 with the State of California.
- B. Signalization of the northbound off-ramp intersection with Elkhorn Boulevard and the addition of a second eastbound lane from the intersection to the East Commerce Way will improve operations and reduce congestion.
- C. Funding the Design and Environmental phase of this project with local funds at this time will position the City of Sacramento to receive Proposition 1B funding for construction later in 2011.
- D. The Department of Transportation (DOT) advertised a Request for Proposals (RFP) for consultant services to perform preliminary engineering and prepare the final design for the State Route 99/Elkhorn Boulevard Improvement Project (T15116400). Nine firms responded to the RFP. A panel, consisting of staff from the City of Sacramento, Department of Transportation and the State of Sacramento, Department of Transportation (Caltrans), reviewed and evaluated written proposals based on experience, qualifications, and a proposed work plan for the project. Based on this, the panel held interviews with the five highest ranked firms. It was determined by the panel that Dokken Engineering is the top-ranked firm.

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

- Section 1. The State Route 99/Elkhorn Boulevard Improvements Project (T15116400) is established as a new Capital Improvement Project.
- Section 2. The FY10/11 Capital Improvement Program budget is amended by appropriating \$900,000 from the North Natomas Financing Plan (Fund

3201) to the State Route 99/Elkhorn Boulevard Improvement Project (T15116400).

Section 3. The City Manager is authorized to execute a Professional Services Agreement with Dokken Engineering in the amount not to exceed \$362,765 for the State Route 99/Elkhorn Boulevard Improvement Project (T15116400).

Section 4. Exhibits A and B are hereby incorporated into and are a part of this Resolution.

Table of Contents:

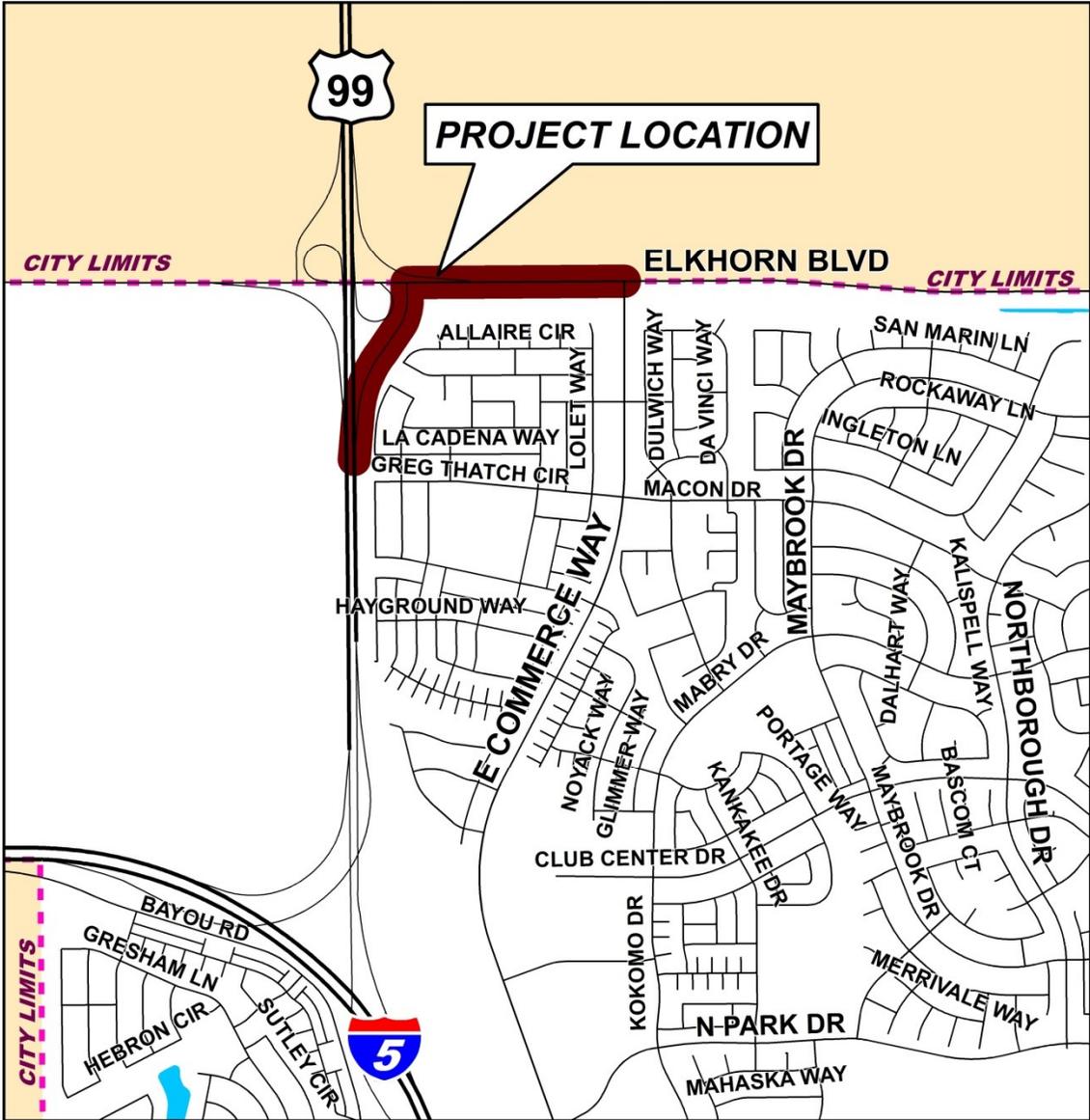
Exhibit A: Map of the State Route 99/Elkhorn Boulevard Improvements Project

Exhibit B: Agreement



EXHIBIT A

Location Map for
State Route 99 / Elkhorn Boulevard Improvements Project
(T15116400)



Department of
TRANSPORTATION
City of Sacramento

Map Contact: S. Tobin
Map Date: DEC,10

0 500 1,000 2,000
Feet





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.

All unexecuted contracts/agreements which are signed by the other parties are to be in the Office of the City Clerk before agenda publication.



PROJECT #: T15116400
PROJECT NAME: State Route 99/Elkhorn Blvd Improvements Project
DEPARTMENT: Transportation
DIVISION: Engineering Services

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 22, 2011 by and between the **CITY OF SACRAMENTO**, a municipal corporation ("CITY"), and

Dokken Engineering
2365 Iron Point Road, Suite 200
Folsom, CA 95630

Phone: 916.858.0642 Fax: 916.858.0643

("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

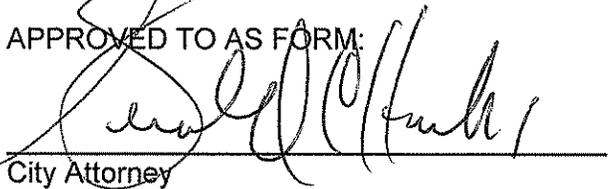
By: _____

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

CONTRACTOR:

Dekken Engineering
NAME OF FIRM

08-0099664
Federal I.D. No.

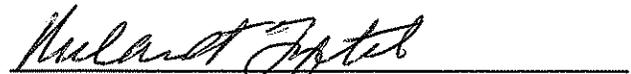
1534259
State I.D. No.

63190
City of Sacramento Business Op. Tax Cert. No.

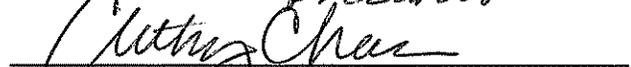
City of Sacramento Business Op. Tax Cert. No.

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

RICHARD J. LIPTAK
Print Name and Title President


Additional Signature (if required)

Cathy Chan, Secretary
Print Name and Title

**DECLARATION OF COMPLIANCE
Equal Benefits Ordinance**

Name of Contractor: Dokken Engineering

Address: 2365 Iron Point Road, Suite 200, Folsom, CA 95630

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.

Richard T. Liptak
Signature of Authorized Representative

2/1/11
Date

RICHARD T. LIPTAK
Print Name

President
Title

EXHIBIT A

PROFESSIONAL SERVICES AGREEMENT FOR DESIGN SERVICES

SCOPE OF SERVICES

1. Representatives.

The CITY Representative for this Agreement is:

*Mehrdad Nazeri, Project Manager
915 I Street, Room 2000
Sacramento, CA 95814
Phone: 916.808.7460 Fax: 916.808.8281 Email: mnazeri@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:

*Pamela Dalcin-Walling, PE, Project Manager
Dokken Engineering
2365 Iron Point Road, Suite 200
Folsom, CA 95630
Phone: 916.858.0642 Fax: 916.858.0643*

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 A, attached hereto and incorporated herein.

5. Time of Performance. The services described herein shall be provided during the period February 22, 2011 through June 30, 2012 in accordance with the schedule, set forth in the scope of services.

Task 1 - Project Management

1.1 Meetings and Coordination

The Dokken team will organize, attend, and facilitate a variety of meetings intended to provide progress updates, coordinate between technical disciplines, and facilitate overall project communication. For each meeting, Dokken will provide meeting notices, prepare meeting materials and agenda, attend and facilitate the meeting and prepare meeting minutes. Dokken will consult with the City's project manager prior to each meeting to get input regarding the agenda. The following meetings are anticipated for this project:

Kickoff Meeting: At the start of the project, Dokken will organize a kickoff meeting with all key personnel on the project. The purpose of this meeting will be to review the goals and objectives of the project, discuss each team member's roles and responsibilities, identify critical project issues and obtain consensus on task durations, particularly reviews. The kickoff meeting helps to ensure that everyone on the project team is on the same page and functioning with the same understanding regarding project delivery and execution.

PDT Meetings: The project development team (PDT) meetings will serve as the primary forum for reviewing the status of the project and identifying and resolving project issues. Attendees will include the Dokken PM, consultant task leads as needed, City and Caltrans staff and other stakeholders as necessary. Throughout the anticipated 10-month duration of the project design phase, Dokken will attend and facilitate up to seven PDT meetings.

Technical Coordination Meetings: Dokken will coordinate technical design issues with the City, Caltrans and others through meetings and correspondence. Dokken will prepare for and facilitate up to three technical meetings, as needed, including the City's internal design review meeting.

Deliverables: Meeting notices, agendas and minutes

1.2 Project Administration

Dokken will monitor and control the effort and progress of the proposed services as follows:

- Prepare Project Guide
- Set up project accounting system
- Prepare Subconsultant agreements
- Monitor Subconsultant progress and review/approve invoices
- Prepare monthly Progress Reports and client invoices
- Prepare, monitor and adjust CPM Schedule (MS Project)

Deliverables: 10 Monthly Status Reports/Invoices/CPM Schedules (MS Project)

1.3 Quality Control

Dokken will prepare a Quality Control Plan and provide the technical resources necessary to review the deliverables for compliance with City and Caltrans requirements. Independent reviews will be conducted by senior staff not directly involved with the design or preparation of the deliverables. Quality control reviews will be performed for the following deliverables as part of the task for said deliverables:

- Survey control and mapping
- Geotechnical Design Report
- Storm Water Data Report/SWPPP
- Drainage Memo
- Quantity take-offs
- 65%, 95% and 100% plans, specifications and estimates

A comment resolution matrix will be completed for each review to document the quality control comments and how each comment was resolved.

Deliverables: QC Plan

Task 2 – Mapping and Surveys

2.1 Encroachment Permit & Survey Control

The Dokken team will mobilize field survey staff within 48 hours of receiving notice to proceed. To accomplish this, the application for an Encroachment Permit with Caltrans will be made immediately after being selected for this project.

The Dokken team will recover and expand upon the City's "COSS GPS CONTROL NETWORK" for this project. Supplemental survey control will be established for topographic mapping as required by the teams design engineers, as well as to locate land net controlling monuments.

These survey control points will be exhibited on a "Survey Control Data Sheet" and will be semi-permanent in nature so as to serve as project control during the construction of the project.

Deliverables: Copy of Caltrans Encroachment, Permit Survey Control Data Sheet

2.2 Topographic Surveys

Survey and engineering staff will convene on site to discuss and understand the exact limits of the project and the specific additional survey needs. Within the project limits, detailed topographic survey data will capture visible surface features and improvements within the project limits that are relevant to the design of the project, as determined by the design team. The survey data will be processed and developed into a Digital Terrain Model (DTM) and CAD basemap. The CAD map will exhibit 1-foot contours, spot elevations, all pertinent surface features, and utilities.

Deliverables: Topographic Basemap, DTM

2.3 Monument Recovery, Survey and Boundary Resolution

It is anticipated that all proposed improvements will be within Caltrans, Sacramento County and the City of Sacramento public Right of Way. As a guide to ensure this objective is met, the Dokken team will research and review State right-of-way maps, recorded maps, deeds and other available information.

The Dokken team will search for and tie existing monumentation of property corners and/or right of way control as needed to define the existing right-of-way and property boundaries. The property corner monuments and right-of-way monuments will be tied into the project control. Analysis of the surveyed monumentation, with record maps and deeds, will be performed to resolve the existing land net and right-of-way configurations.

Deliverables: Land Net Map in CAD format

Task 3 – Preliminary Engineering

3.1 Field Review

Dokken will obtain and review available data related to the project from the City, County, Caltrans, utility companies and other stakeholders. Dokken will also conduct a field review to identify and document physical features, potential design constraints and environmental considerations. Field information will be recorded using field notes and digital photos.

3.2 Geotechnical Investigation

In order to determine the necessary pavement section for the road widening, the Dokken team will perform a brief geotechnical investigation that will include the following tasks:

- Perform a literature search of all available geologic, hydrogeologic and other soils related information to better quantify the field investigation.
- Obtain a Caltrans Encroachment Permit, locate the borings in the field and determine the location of any underground utilities prior to the start of the field investigation.
- Drill and sample two (2) soil boring along the eastern edge of the SR-99 off-ramp and three (3) borings along the southern shoulder of Elkhorn Boulevard to obtain disturbed soil samples and measure the existing shoulder asphalt concrete pavement section.
- The asphalt pavement thicknesses, asphalt base materials and thicknesses, and soils encountered in the borings will be logged by an engineer and bulk soil samples will be obtained. The recovered soil samples will be brought to a laboratory for testing. The tests may include, but not limited to, moisture/density, either sieve analyses or Atterberg

Limits, Expansive Index, Corrosion Testing, Unconfined Compression, Direct Shear, and Resistance Value (R-value) testing of the recovered samples for the new signal pole foundations, utility installations, roadway and shoulder widening, and structural pavement sections.

Based upon the findings of the field report and laboratory testing, a Geotechnical Design Report will be prepared in accordance with the Caltrans Guidelines for Preparing Geotechnical Design Reports, v.1.3, December 2006, which will include a general project description, description of the field work, Boring Location Plan, Logs of Borings for the roadway borings, and the results of the field and laboratory testing.

The draft report will be prepared and submitted three weeks after all laboratory testing and field work is completed. Upon receipt of all review comments, a Final Geotechnical Design Report will be issued with the 95% PS&E submittal. A revised Final Geotechnical Design Report will be issued based upon the 95% PS&E comments.

Deliverables: Draft and Final Geotechnical Design Report

3.3 Traffic Analysis

The Dokken team will utilize the traffic volumes from the most recent monitoring effort to develop existing and, if needed, design-year traffic volumes at the SR 99 NB off-ramp/Elkhorn Blvd and E. Commerce Way/Elkhorn Blvd intersections. Based on the traffic volumes developed, the Dokken team will use Synchro and SimTraffic software to analyze the following scenarios:

- Existing Conditions
- Design-year conditions with existing lane configurations and signal control at the SR 99 NB off-ramp intersection including a signal controlled NB right-turn lane
- Design-year conditions with existing lane configurations and signal control at the SR 99 NB off-ramp intersection including a free NB right-turn lane
- Design-year conditions with existing lane configurations and signal control at the SR 99 NB off-ramp intersection including a free NB right-turn lane and an EB aux lane between SR 99 NB off-ramp and East Commerce Way

The traffic analysis will include both the a.m. and p.m. peak hour level of service analysis. In addition, the Dokken team will use SimTraffic software to analyze any potential queues at the studied intersection including queue on the SR 99 NB off-ramp.

The Dokken team will summarize the traffic analysis in a draft technical memorandum and submit to the City of Sacramento, County of Sacramento, and Caltrans for review. Any comments by review agencies will be incorporated into final tech memo.

Deliverables: Draft and Final Traffic Tech Memo

3.4 Storm Water Data Report/SWPPP

Because a portion of this project will take place within Caltrans right-of-way, Caltrans requires the preparation of a Storm Water Data Report (SWDR) to document the decision making process associated with BMP implementation and to serve as a basis for Caltrans' compliance monitoring. To that end, Dokken Engineering will develop a PS&E level SWDR in accordance with Caltrans Project Planning and Design Guide and Storm Water Management Plan. The document will include:

- A discussion of the stormwater quality issues specific to this project
- A description of the proposed design pollution prevention BMPs
- A description of the proposed permanent treatment BMPs, if required.
- A description of the proposed maintenance BMPs
- BMP cost estimate
- Completed SW-, DPP-, and T- checklists
- Maps and exhibits

Dokken will work with the Caltrans District Storm Water Coordinator to circulate the draft document through the Maintenance, Landscape, and Storm Water units. One round of comments will be addressed, and the final document will be submitted for approval.

To fulfill the requirements of the General Construction Activity Storm Water Permit, Dokken will prepare the Notice of Intent (NOI) as well as the Storm Water Pollution Prevention Plan (SWPPP) for this project. Preparation of the NOI will include calculating the total disturbed and percent impervious area of the project site, classifying the project based on risk level, preparing the required map attachments, and completing the NOI application. It is assumed that all permit fees will be paid directly by City.

Preparation of the SWPPP will involve developing a detailed project information exhibit, identifying the sources that could add pollutants to stormwater discharges or could result in non-stormwater discharges, selection of the Best Management Practices (BMPs) that will control each of the identified pollutants, integration of appropriate post-construction stormwater BMPs and development of a maintenance, inspection and repair program.

Deliverables: Draft and Final Storm Water Data Report, NOI/SWPPP

3.5 Drainage Memorandum

The proposed project improvements are expected to have the following impacts on drainage:

- The anticipated widening along the northbound off-ramp will increase the impervious surfaces and, in turn, the runoff to the ditch along the east side of the off-ramp. In addition, the ramp widening will require reconstruction of the existing toe ditch.
- The potential widening of eastbound Elkhorn Boulevard will add impervious surface, thereby increasing runoff to the roadside ditch. In addition, the roadway widening will require the extension of an existing cross culvert.
- If curb, gutter and sidewalk are included with the eastbound Elkhorn Boulevard widening, inlets and pipes will be required to remove runoff from the roadway.

Dokken will prepare a technical memorandum with supporting calculations to demonstrate to Caltrans and the City that the impacted ditches and culverts draining the aforementioned areas have the capacity to accept the additional runoff. Hydrology calculations will be performed using the Rational Method, based on an intensity supplied by Caltrans. Ditch hydraulics will be calculated using FlowMaster software assuming normal depth with no backwater conditions. Culvert hydraulics will be performed using CulvertMaster software assuming normal depth at the outlet of the culvert.

Deliverables: Drainage Technical Memorandum

3.6 Geometric Concept Drawing

Dokken will prepare geometric concept drawings (GCD) at a scale of 1"=100' on a 22"x34" sheet showing the horizontal layout of the proposed roadway improvements. The following information will be depicted:

- North Arrow
- Station Lines
- Bearings and Curve Data
- Lane configurations
- Sidewalks, medians and shoulders, as appropriate
- Project Limits, R/W and earthwork limits

Dokken will submit the GCD to Caltrans and the City for review and will respond to one round of comments. City and Caltrans acceptance of the GCD will be required prior to commencing with the final design.

The report will include a preliminary geometric layout of the proposed improvements. All technical studies contributing to the report will be attached as appendices. Dokken will submit the draft Project Report to the City three reviews: staff review, senior review, and executive review. Based on comments received, Dokken will update and submit the final Project Report.

Deliverable: Draft and Final Project Report

4.0 Utility Coordination

Preliminary utility investigations performed in advance of the project show that, with the exception of Caltrans lighting conduit, there are no utilities in the proposed project work area. To verify that the proposed project will not impact nearby utilities, Dokken will conduct the following utility coordination activities:

4.1 Utility 'A' Plans

Dokken will send the following materials to all utility companies serving the project area: A vicinity map capturing the boundaries of all potential alternatives and a City-approved letter requesting as-built or record information of the location, size and depth (if applicable) of each utility company's facilities within the study boundaries. Information regarding planned utility construction that might affect the project also will be requested.

Based on the information collected, Dokken will prepare a utility base map for use in identifying utility conflicts with the proposed improvements.

Deliverables: Utility Letters and Plans ('A')

4.2 Utility 'B' Plans

Dokken will review the utility base map in light of the proposed improvements and evaluate the extent of any potential utility conflicts. If necessary, Dokken will prepare and send Utility 'B' packages to affected utility companies, which will include the following: 'B' Plans and a City-approved letter notifying the utility companies of conflicts between existing utility facilities and the proposed work. The letter will ask the utility companies to verify the conflict and notify them of the need to relocate their facilities. Based on an initial site visit, significant utility conflicts are not anticipated. As a result, this scope assumes a maximum of one B letter package.

Deliverables: Utility Letters and Plans ('B')

4.3 Utility 'C' Plans

Dokken will send a copy of the 'C' Final Plans and a City-approved letter to the utility companies when the project is advertised for bids. The letter will be the final notification to the utility companies that the project is going to construction and will request one last verification that there are no conflicts with the project.

Deliverables: Utility Letters and Plans ('C')

Task 5 – Final Design

5.1 Plans

Based on the approved Geometric Concept Drawings, Dokken will prepare and submit the project design to the City and Caltrans for review and comment at the 65%, 95% and 100% completion milestones. Each interim milestone submittal shall include a total of ten (10) sets of half-size plans as well as specifications and estimates in accordance with Task 5.7 and 5.8 below. Comments received at every interim milestone will be reviewed in a meeting with City and Caltrans staff and will be formally documented in a Comment Resolution Matrix to be included with the subsequent submittal.

The final submittal will include ten (10) sets of half size plans, one (1) set of full size signed mylars, ten (10) bound sets of specifications, one (1) unbound set specifications, ten (10) copies of the Engineers estimate, and one (1) CD containing PDF files of the plans, specifications, and estimate. iPlot files are not included in the deliverables.

All PS&E documents will be developed using English units. The project design shall include the following:

5.1.1 Roadway Improvements

Dokken will prepare design plans for the proposed roadway improvements developed during the Preliminary Engineering phase. The plans will specify horizontal and vertical alignment data, pavement thickness, curb type/sidewalk width (if applicable), limits of cut/fill, right-of-way, slopes, construction details and contour grading.

5.1.2 Drainage and Utilities

Drainage improvements for the proposed project components are expected to be limited to ditch realignment and culvert extension. These improvements will be shown together with the existing utility lines in the project area. Utility modifications and/or relocations are not anticipated.

As part of this task, erosion control plans will also be developed to show permanent erosion control features. Temporary erosion control will be dictated by the Storm Water Pollution Prevention Plan.

5.1.3 Signal Design

The Dokken team will prepare traffic signal plans, specifications, and estimates (PS&E) for the SR99/Northbound off ramp intersection at Elkhorn Blvd and for the signal modification at Elkhorn Blvd/E. Commerce Way intersection. Subtasks for this submittal include:

- Conduct a field inventory of existing signal equipment including overhead and underground facilities
- Obtain and review as built records
- Traffic signal interconnect design between the SR99/Northbound off-ramp and E. Commerce Way intersections
- Prepare detailed design of the traffic signal installation including vehicle and pedestrian signals, intersection lighting, signal controller and service enclosure, vehicle detection, and equipment/conductor schedules.
- Prepare detailed design for signal interconnect plans
- Show the signal phasing diagram
- Provide complete equipment and conductor schedules
- Prepare special provisions and a cost estimate.
- Submit the PS&E package for up to three submittals 65%, 95% and final.
- Review by Engineer in responsible charge

5.1.4 Lighting Design

The Dokken team will prepare preliminary lighting and sign illumination plans for the ramp at SR99/Northbound off ramp intersection. Subtasks necessary for this submittal include:

- Identify highway lighting and sign illumination requirements
- Establish electrolier placement along SR99/Northbound off ramp
- Prepare detailed design at 1"=40' scale for lighting and sign illumination plans

5.1.5 Signing and Striping

Dokken will conduct an existing sign inventory in the field and will prepare signing and striping plans for the roadway and signal improvements within the project limits.

5.1.6 Traffic Handling

Dokken will prepare traffic handling plans to describe how traffic will be routed during the construction of the intersection improvements, northbound off-ramp widening, and signal construction.

Plan set deliverables will include the following sheets:

Summary of Design Sheets

Sheet Description	No. of Sheets
Title Sheet	1
Legend/Abbreviations	1
Survey Control Data	1
Typical Cross Sections	1
Roadway Layouts 1"=40'	3
Construction Details	3
Contour Grading Plan	1
Drainage and Utilities	3
Erosion Control Plan	3
Signal and Lighting Plans/Details	3
Signing and Striping Plan/Detail	5
Traffic Handling Plans	3
Construction Area Signs	1
Cross Sections <i>(final deliverable only)</i>	6
TOTAL	35

5.2 Cost Estimates

A cost estimate will be prepared for the 95% milestone and will be updated at the 100% and final submittals. The estimate will include standard Caltrans BEES bid item codes and descriptions, calculated plan quantities, unit costs and total costs. Immediately prior to the final submittal, the unit cost data will be verified using the latest available bid summary data from Caltrans cost database.

This task assumes that the City is utilizing one funding source and that a segregated estimate is not required.

Deliverables: 95%, 100% and final cost estimates

5.3 Specifications

Dokken will prepare technical special provisions based on Caltrans Standard Special Provisions. Specifications will be provided at the 95%, 100% and final design milestones. Dokken will also prepare a construction working day schedule to assist in determining liquidated damages. Reviewing and editing of City's boilerplate is beyond the scope of this task.

*Deliverables: 95%, 100% and final specifications
Construction working day schedule*

5.4 Constructability/Biddability Review (Optional)

At the City's option, Dokken will provide the 95% PS&E package to an independent construction manager to review for constructability and biddability. Dokken will update the plan set to address the comments received and finalize the plan set for advertising.

Deliverables: Constructability/Biddability Review Comments

5.5 RE Pending File

Dokken will provide the City with the project data required to administer the construction contract. The information will be compiled in an RE File including:

- Permits and conditions
- Survey data / Slope stake notes
- Project quantities calculations
- Design calculations
- Preliminary construction schedule

Deliverables: RE Pending File

Task 6 – Caltrans Project Approval

Caltrans project approval is expected to be obtained through the Encroachment Permit process, which consists of a completed Encroachment Permit form together with the pertinent supporting documentation as determined by the Caltrans Project Manager. In addition to the engineering studies and PS&E, prepared as part of Tasks 3 and 5, it is expected that Caltrans will require the following documentation:

6.1 Right-of-Way Certification

As part of the Encroachment Permit process, Caltrans requires the local agency to provide Right-of-Way Certification. Since right-of-way acquisition is not anticipated, the required documentation will take the form of a Certification No. 1 in its minimal form. Dokken will prepare the Certification for City signature, submit the documentation to Caltrans, and coordinate with Caltrans throughout the processing.

Deliverables: Right-of-Way Certification

6.2 Maintenance Agreement

A maintenance agreement may be required between the City and Caltrans outlining the maintenance and timing adjustment responsibilities associated with the signals. Dokken will facilitate coordination between the City and Caltrans to develop a maintenance agreement prior to the Encroachment Permit approval.

6.3 CTC Coordination

To assist the City and Caltrans in getting the necessary construction funds programmed and approved, Dokken is available to facilitate communications between the City, Caltrans, and the CTC as needed to ensure that the reallocation and funds request are agendaized simultaneously on the August meeting calendar.

6.4 Encroachment Permit

Once all of the supporting documentation is approved, the Dokken will submit this documentation to the Caltrans Project Manager, together with a completed encroachment permit, to be reviewed by the Permit Department. Dokken will prepare the encroachment permit for the City's signature and will submit it to Caltrans for processing.

Deliverables: Encroachment Permit Application

Task 7 – Services During Construction

7.1 Bidding Assistance

We anticipate that the City will advertise the project for bidding and distribute the plans to prospective bidders. Dokken's project manager and project staff will be available during the bidding phase to assist the City in responding to contractor inquiries. Work associated with this task will include:

- Attending a pre-bid meeting to answer questions from prospective bidders.
- Supporting the City during the bidding process by providing answers to Contractor inquiries and issuing addenda (if required) as the result of bidder inquiries.
- Prepare a Bid Evaluation after all bids have been received and opened.

7.2 Construction Assistance

Dokken will be available during construction to respond to questions specifically related to the design plans and specifications and provide clarification when requested. As part of this task, Dokken will:

- Attend the project pre-construction meeting.

- Provide consultation and interpretation of construction documents, as required.
- Review and comment on contract change orders.
- Prepare plan revisions as necessitated by contract change orders.

The professional hours for this task are limited to those provided in the cost proposal.

Project Schedule

A detailed Project Development Schedule is provide on the following page with critical path tasks shown in red and tasks by others shown in green. Key project milestones are summarized in the table below.

Milestone	Date
Notice to Proceed (NTP)	February 2011
Survey and Mapping	March 2011
Preliminary Engineering	June 2011
Utility Coordination	August 2011
Final Design	September 2011
Caltrans Project Approval	August 2011
Advertise Project	September 2011
Start Construction	October 2011

This schedule is based on the following assumptions:

- The encroachment permit for field work can be obtained by Notice to Proceed.
- The existing traffic data can be used in lieu of traffic counts and forecasting analyses.
- The City is preparing a Categorical Exemption for CEQA compliance (or CEQA compliance can be obtained by August 2011).
- Caltrans approval will be obtained via an Encroachment Permit using the 95% plans as the basis for the application.
- The CTC reallocates and votes the construction funds at their August 10/11th meeting.
- Design reviews by all stakeholder agencies will be two weeks in duration.

The resulting schedule shows a total duration of 8 months from NTP to the theoretical start of construction. Given that project completion occurs just prior to the rainy season, it is recommended to begin construction in spring provided that the funding stipulations allow.

The key to maintaining the project schedule will be continual and consistent coordination with all project stakeholders such that information is provided in a timely manner and everyone is on the same page and functioning with the same understanding regarding project delivery and execution. Dokken will continually monitor and update the schedule to track critical tasks and prioritize our work effort to ensure that the key milestones are met.

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 Sixty Two Thousand Seven Hundred Sixty Five Dollars (\$362,765.00).
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:

*Mehrdad Nazeri, Project Manager
915 I Street, Room 2000
Sacramento, CA 95814*

Phone: 916.808.7460 Fax: 916.808.8281 Email: mnazeri@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.



SR 99/Elkhorn Blvd Improvements Project

Work Hours and Fee Estimate

ATTACHMENT 1
TO
EXHIBIT B



Task	Dokken Engineering												REY		Parikh		Y&C		Total		Optional Tasks	
	PIC	PM	Sr. Eng	PE	Assoc	Assist	Tech	Support	Total Hours	Labor Budget	Misc Expenses	Task Budget	Total Labor Hours	Task Budget	Total Labor Hours	Task Budget	Total Labor Hours	Task Budget	Labor Hours	Budget	Labor Hours	Budget
Rates (w/ escalation)	\$198.07	\$164.12	\$183.93	\$183.93	\$127.33	\$82.06	\$132.99	\$70.74														
Task 1 - Project Management																						
1.1 Meetings and Coordination	2	50		15					67	\$11,361	\$0	\$11,361							67	\$11,361		
1.2 Project Administration		110						20	130	\$19,468	\$0	\$19,468							130	\$19,468		
1.3 Quality Control Plan	2	4							6	\$1,053	\$0	\$1,053							6	\$1,053		
Task 1 Total	4	164	0	15	0	0	0	20	203	\$31,882	\$0	\$31,882	0	\$0	0	\$0	0	\$0	203	\$31,882		
Task 2 - Mapping and Surveys																						
2.1 Encroachment Permit & Survey Control		2	2						4	\$696	\$0	\$696	12	\$1,983					16	\$2,679		
2.2 Topographic Surveys		4		4	4				12	\$1,902	\$0	\$1,902	80	\$14,831					92	\$16,732		
2.3 Monument Recovery, Survey, Bdry Res		2		2	4				8	\$1,205	\$0	\$1,205	22	\$4,169					30	\$5,375		
Task 2 Total	0	8	2	6	8	0	0	0	24	\$3,803	\$0	\$3,803	114	\$20,983	0	\$0	0	\$0	138	\$24,786		
Task 3 - Preliminary Engineering																						
3.1 Field Review		2		2	2				6	\$951	\$0	\$951							6	\$951		
3.2 Geotechnical Investigation		2	10		2				14	\$2,422	\$0	\$2,422			167	\$23,673			181	\$26,095		
3.3 Traffic Analysis		8			2				10	\$1,568	\$0	\$1,568					72	\$7,500	82	\$9,068		
3.4 Storm Water Data Report/SWPPP		8	4		100	50	16		178	\$21,013	\$0	\$21,013							178	\$21,013		
3.5 Drainage Memorandum		4	4		40		2		50	\$6,752	\$0	\$6,752							50	\$6,752		
3.6 Geometric Concept Drawing		4		4	48	32	4		92	\$10,662	\$0	\$10,662							92	\$10,662		
3.7 City Project Report	1	12	4	18	52	24	4		115	\$15,337	\$0	\$15,337							115	\$15,337		
Task 3 Total	1	40	22	24	246	106	26	0	465	\$58,704	\$0	\$58,704	0	\$0	167	\$23,673	72	\$7,500	704	\$89,876		
Task 4 - Utility Coordination																						
4.1 Utility 'A' Plans		2			10	16			28	\$2,915	\$0	\$2,915							28	\$2,915		
4.2 Utility 'B' Plans		2		2	8	12			24	\$2,699	\$0	\$2,699							24	\$2,699		
4.3 Utility 'C' Plans		2			4	8			14	\$1,494	\$0	\$1,494							14	\$1,494		
Task 4 Total	0	6	0	2	22	36	0	0	66	\$7,108	\$0	\$7,108	0	\$0	0	\$0	0	\$0	66	\$7,108		
Task 5 - Final Design																						
5.1.1 Roadway Improvements		24	16	40	175	125	8	8	396	\$48,409	\$0	\$48,409							396	\$48,409		
5.1.2 Drainage and Utilities		16	8	16	80	50			170	\$21,330	\$0	\$21,330								\$21,330		
5.1.3 Signal Design		4	8	8	8				28	\$4,618	\$0	\$4,618			300	\$28,250			328	\$32,868		
5.1.4 Lighting Design		4	8	8	8				28	\$4,618	\$0	\$4,618			152	\$14,300			180	\$18,918		
5.1.5 Signing and Striping		8	8	12	60	32			120	\$15,257	\$0	\$15,257							120	\$15,257		
5.1.6 Traffic Handling		8	8	12	60	32			120	\$15,257	\$0	\$15,257							120	\$15,257		
5.2 Cost Estimates		8	8	4	40	40			100	\$11,896	\$0	\$11,896							100	\$11,896		
5.3 Specifications	1	8	8	4	60	20		4	105	\$13,282	\$0	\$13,282							105	\$13,282		
5.4 Constructability/Biddability Review (optional)					4	8			18	\$1,777	\$0	\$1,777							18	\$1,777	60	\$20,000
5.5 RE Pending File		2																				
Task 5 Total	1	82	72	104	495	307	8	16	1085	\$136,445	\$0	\$136,445	0	\$0	0	\$0	452	\$42,550	1537	\$178,995		
Task 6 - Caltrans Project Approval																						
6.1 Right-of-Way Certification		8		8					16	\$2,784	\$0	\$2,784							16	\$2,784		
6.2 Maintenance Agreement		12		4					16	\$2,705	\$0	\$2,705							16	\$2,705		
6.3 CTC Coordination		2	4						6	\$1,064	\$0	\$1,064							6	\$1,064		
6.4 Encroachment Permit		4		4	8	4			20	\$2,739	\$0	\$2,739							20	\$2,739		
Task 6 Total	0	26	4	16	8	4	0	0	58	\$9,293	\$0	\$9,293	0	\$0	0	\$0	0	\$0	58	\$9,293		
Task 7 - Services During Construction																						
7.1 Bidding Assistance	2	12		4	16	4			38	\$5,467	\$0	\$5,467							38	\$5,467		
7.2 Construction Assistance	2	24	4	8	50				88	\$12,909	\$0	\$12,909			16	\$2,450			104	\$15,359		
Task 7 Total	4	36	4	12	66	4	0	0	126	\$18,376	\$0	\$18,376	0	\$0	0	\$0	16	\$2,450	142	\$20,826		
Total Budget (By Firm)	10	362	104	179	845	457	34	36	2,027	\$265,610	\$0	\$265,610	114	\$20,983	167	\$23,673	440	\$52,500	2,848	\$362,765	60	\$20,000
% Total Budget (By Firm)										73.2%			5.8%		6.5%		14.5%					

Cost Proposal

**ATTACHMENT 1
TO
EXHIBIT B**

Contact No. T15116400 - SR 99/Elkhorn Blvd Improvements Project
Consultant Dokken Engineering

Form 10H
Date 1/14/2011

DIRECT LABOR

Classification	Name	Salary Range		Hours	Initial Hourly Rate	Total
Principal	Rick Liptak	\$ 50.00	\$ 80.00	10	\$ 70.00	\$ 700
Project Manager	Pamela Dalcin-Walling	\$ 50.00	\$ 70.00	362	\$ 58.00	\$ 20,996
Senior Engineer	Rob Lawrence	\$ 50.00	\$ 70.00	104	\$ 65.00	\$ 6,760
Project Engineer	Juann Ramos	\$ 45.00	\$ 70.00	179	\$ 65.00	\$ 11,635
Associate	Ryan Neves	\$ 35.00	\$ 55.00	845	\$ 45.00	\$ 38,025
Assistant	Valerie Villa	\$ 20.00	\$ 35.00	457	\$ 29.00	\$ 13,253
Technician	Khanh Dang	\$ 15.00	\$ 35.00	34	\$ 47.00	\$ 1,598
Support	Tina Corriea	\$ 15.00	\$ 35.00	36	\$ 25.00	\$ 900

Total Direct Labor Costs \$ 93,867

FRINGE BENEFITS

Rate Total
22.43% \$ 21,054

INDIRECT COSTS

Overhead and G&A

Rate Total
134.81% \$ 126,542

FEE

Rate Total
10% \$ 24,146

OTHER COSTS

Total Other Costs \$ -

TOTAL COST \$ 265,610

Cost Proposal

Contact No. T15116400 - SR 99/Elkhorn Blvd Improvements Project
Consultant R.E.Y. Engineers, Inc.

Form 10H
Date 1/14/2011

DIRECT LABOR

Classification	Name	Salary Range		Hours	Initial Hourly Rate	Total
Principal / QC	J.Brainard	\$ 50.00	\$ 80.00	2	\$ 59.49	\$ 119
Project Manager	J.Feyder	\$ 45.00	\$ 75.00	4	\$ 59.49	\$ 238
Sr Project Surveyor	J.Feyder	\$ 40.00	\$ 70.00	14	\$ 59.49	\$ 833
Assistant Surveyor II	B.Brusatori	\$ 25.00	\$ 40.00	14	\$ 34.50	\$ 483
Assistant Surveyor I	L.Shields	\$ 20.00	\$ 35.00	14	\$ 30.05	\$ 421
Assistant Surveyor I	J.Wunschel	\$ 20.00	\$ 35.00	14	\$ 27.00	\$ 378
2-Man Survey Crew	Union Staff	\$ 65.00	\$ 80.00	50	\$ 68.95	\$ 3,448
Support	L.Bain	\$ 20.00	\$ 40.00	2	\$ 24.98	\$ 50
						\$ -

Total Direct Labor Costs \$ 5,969

FRINGE BENEFITS

Rate Total
 27.50% \$ 1,641

INDIRECT COSTS

Overhead/G&A

Rate Total
 190.55% \$ 11,374

FEE

Rate Total
 10% \$ 1,898

OTHER COSTS

Mileage

\$ 100

Total Other Costs \$ 100

TOTAL COST \$ 20,983

Cost Proposal

Contact No. T15116400 - SR 99/Elkhorn Blvd Improvements Project
Consultant Parikh

Form 10H
Date 1/14/2011

DIRECT LABOR

Classification	Name	Salary Range		Hours	Initial Hourly Rate	Total
Principal						\$ -
Project Manager	Gary Parikh			13	\$ 81.04	\$ 1,054
Project Engineer	Y. David Wang			35	\$ 56.75	\$ 1,986
Staff Engineer		\$ 40.00	\$ 50.00	54	\$ 40.86	\$ 2,206
Field Engineer		\$ 35.00	\$ 40.00	18	\$ 37.01	\$ 666
Engineering Draftsperson		\$ 25.00	\$ 35.00	22	\$ 31.43	\$ 691
Engineer 1						\$ -
Technician	Prav Dayah			24	\$ 41.02	\$ 984
Contract Management	Kathy Krol-Ramirez			1	\$ 50.10	\$ 50

Total Direct Labor Costs \$ 7,638

FRINGE BENEFITS

Rate Total
70.00% \$ 5,347

INDIRECT COSTS

Overhead/G&A Rate Total
75.00% \$ 5,729

FEE

Rate Total
10% \$ 1,871

OTHER COSTS

Pavement coring (as needed)	\$ 600
Drilling Costs	\$ 1,400
Grouting of holes	\$ 140
Reproduction	\$ 100
Traffic Control/Barricades	\$ 700
Handling charge	\$ 147
Total Other Costs	\$ 3,087

TOTAL COST	\$ 23,673
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Cost Proposal

Contact No. T15116400 - SR 99/Elkhorn Blvd Improvements Project
Consultant Y&C Transportation

Form 10H
Date 1/14/2011

DIRECT LABOR

Classification	Name	Salary Range		Hours	Initial Hourly Rate	Total
Principal (Engr XII)	Dan Yau	\$ 84.00	\$ 90.00	26	\$ 89.00	\$ 2,314
Proj Mgr (Engr X)	Kin Chan	\$ 70.00	\$ 77.00	68	\$ 76.20	\$ 5,182
Sup Engr (Engr VIII)	Hamid Zolfaghari	\$ 55.00	\$ 62.00	78	\$ 55.00	\$ 4,290
Engineer III	Multiple	\$ 33.00	\$ 37.00	104	\$ 35.00	\$ 3,640
Engineer II	Spence Lee	\$ 29.00	\$ 33.00	112	\$ 30.00	\$ 3,360
Engineer I	Ernesto Casillas	\$ 27.00	\$ 29.00	152	\$ 27.00	\$ 4,104
						\$ -
						\$ -
						\$ -

Total Direct Labor Costs \$ 22,890

FRINGE BENEFITS

Rate Total
40.00% \$ 9,156

INDIRECT COSTS

Overhead/G&A

Rate Total
65.00% \$ 14,878

FEE

Rate Total
10% \$ 4,692

OTHER COSTS

Auto Mileage	\$ 200
Express Mail	\$ 200
Outside Copies	\$ 484
Total Other Costs	\$ 884

TOTAL COST	\$ 52,500
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CITY OF SACRAMENTO SUBCONSULTANT and ESBE PARTICIPATION VERIFICATION

To be eligible for award of this agreement, the proposal shall list any business entity used to attain the 20% ESBE goal. Additionally, all other Subconsultants who perform work, labor or render service in an amount in excess of one-half of 1 percent of the total proposal amount shall be listed. In the case of proposals for the construction of streets and highways, including bridges, Subconsultants whose subagreement value exceeds one-half (0.5) of one percent of the total proposal or ten thousand dollars (\$10,000), whichever is greater, shall be listed. The inclusion of false information will render the proposal non-responsive. **READ THE ABOVE REQUIREMENT CAREFULLY**

Name of Consultant:	Dokken Engineering			Proposal Amount:		Date:	January 14, 2011
Business Entity or Subconsultant's Name		Indicate ESBE and attach Certification Statement		Items of Work and/or Description of Work or Service Subagreement or Materials to be provided to complete agreement		Estimated Dollar Value of Work / Services Provided	
R.E.Y. Engineers, Inc.		SBE		Surveying, Mapping, and RW delineation		\$20,983	
Parikh Consultants, Inc.		SBE		Geotechnical Investigations		\$23,673	
Y&C Transportation Consultants, Inc.		SBE		Traffic Analysis, Signal/Lighting Design		\$52,500	

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.

Withholding Exemption Certificate

2011

(This form can only be used to certify exemption from nonresident withholding under California Revenue and Taxation Code (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

Payee's name

DOKKEN ENGINEERING

Address (number and street, PO Box, or PMB no.)

2365 IRON POINT ROAD

City

FOLSOM

Payee's

SOS file no.

SSN or ITIN

CA corp. no.

FEIN

6 8 - 0 0 9 9 6 6 4

Apt. no./ Ste. no.

2 0 0

State

C A

ZIP Code

9 5 6 3 0 8 7 1 1

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

I certify that for the reasons checked below, the payee 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 Revenue and Taxation Code (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, Individual Retirement Arrangements (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.

Payee's name and title (type or print) CATHY CHAN Daytime telephone no. 916-858-0642

Payee's signature ►  Date 2-1-2011

Instructions for Form 590

Withholding Exemption Certificate

References in these instructions are to the California Revenue and Taxation Code (R&TC).

What's New

Backup Withholding – Beginning on or after January 1, 2010, with certain limited exceptions, payers that are required to withhold and remit backup withholding to the Internal Revenue Service (IRS) are also required to withhold and remit to the Franchise Tax Board (FTB). The California backup withholding rate is 7% of the payment. For California purposes, dividends, interests, and any financial institutions release of loan funds made in the normal course of business are exempt from backup withholding. For additional information on California backup withholding, go to ftb.ca.gov and search for **backup withholding**.

If a payee has backup withholding, the payee must contact the FTB to provide a valid Taxpayer Identification Number (TIN) before filing a tax return. The following are acceptable TINs: social security number (SSN); individual taxpayer identification number (ITIN); federal employer identification number (FEIN); California corporation number (CA Corp No.); or Secretary of State (SOS) file number. Failure to provide a valid TIN will result in the denial of the backup withholding credit. For more information go to ftb.ca.gov and search for **backup withholding**.

General Information

For purposes of California income tax, references to a spouse, husband, or wife also refer to a Registered Domestic Partner (RDP) unless otherwise specified. For more information on RDPs, get FTB Pub. 737, Tax Information for Registered Domestic Partners.

Private Mail Box (PMB) – Include the PMB in the address field. Write "PMB" first, then the box number. Example: 111 Main Street PMB 123.

Foreign Address – Enter the information in the following order: City, Country, Province/Region, and Postal Code. Follow the country's practice for entering the postal code. **Do not** abbreviate the country's name.

A Purpose

Use Form 590, Withholding Exemption Certificate, to certify an exemption from nonresident withholding. California residents or entities should complete and present Form 590 to the withholding agent. The withholding agent is then relieved of the withholding requirements if the agent relies in good faith on a completed and signed Form 590 unless told by the FTB that the form should not be relied upon.

The following are excluded from withholding and completing this form:

- The United States and any of its agencies or instrumentalities

- A state, a possession of the United States, the District of Columbia, or any of its political subdivisions or instrumentalities
- A foreign government or any of its political subdivisions, agencies, or instrumentalities

Important – This form cannot be used for exemption from wage and real estate withholding.

- If you are an employee, any wage withholding questions should be directed to the FTB General Information number, 800.852.5711. Employers should call 888.745.3886 or go to www.edd.ca.gov.
- Sellers of California real estate use Form 593-C, Real Estate Withholding Certificate, to claim an exemption from real estate withholding.

B Requirement

R&TC Section 18662 requires withholding of income or franchise tax on payments of California source income made to nonresidents of California.

Withholding is required on the following, but is not limited to:

- Payments to nonresidents for services rendered in California.
- Distributions of California source income made to domestic nonresident S corporation shareholders, partners and members and allocations of California source income made to foreign partners and members.
- Payments to nonresidents for rents if the payments are made in the course of the withholding agent's business.
- Payments to nonresidents for royalties with activities in California.
- Distributions of California source income to nonresident beneficiaries from an estate or trust.
- Prizes and winnings received by nonresidents for contests in California.

However, withholding is optional if the total payments of California source income are \$1,500 or less during the calendar year.

For more information on withholding get FTB Pub. 1017, Resident and Nonresident Withholding Guidelines. To get a withholding publication see General Information H, Publications, Forms, and Additional Information.

C Who Certifies this Form

Form 590 is certified by the payee. An incomplete certificate is invalid and the withholding agent should not accept it. If the withholding agent receives an incomplete certificate, the withholding agent is required to withhold tax on payments made to the payee

until a valid certificate is received. In lieu of a completed certificate on the preprinted form, the withholding agent may accept as a substitute certificate a letter from the payee explaining why the payee is not subject to withholding. The letter must contain all the information required on the certificate in similar language, including the under penalty of perjury statement and the payee's taxpayer identification number. The withholding agent must retain a copy of the certificate or substitute for at least four years after the last payment to which the certificate applies, and provide it upon request to the Franchise Tax Board.

For example, if an entertainer (or the entertainer's business entity) is paid for a performance, the entertainer's information must be provided. **Do not** submit the entertainer's agent or promoter information.

The grantor of a grantor trust shall be treated as the payee for withholding purposes. Therefore, if the payee is a grantor trust and one or more of the grantors is a nonresident, withholding is required. If all of the grantors on the trust are residents, no withholding is required. Resident grantors can check the box on Form 590 labeled "Individuals — Certification of Residency."

D Who is a Resident

A California resident is any individual who is in California for other than a temporary or transitory purpose or any individual domiciled in California who is absent for a temporary or transitory purpose.

An individual domiciled in California who is absent from California for an uninterrupted period of at least 546 consecutive days under an employment-related contract is considered outside California for other than a temporary or transitory purpose.

An individual is still considered outside California for other than a temporary or transitory purpose if return visits to California do not total more than 45 days during any taxable year covered by an employment contract.

This provision does not apply if an individual has income from stocks, bonds, notes, or other intangible personal property in excess of \$200,000 in any taxable year in which the employment-related contract is in effect.

A spouse/RDP absent from California for an uninterrupted period of at least 546 days to accompany a spouse/RDP under an employment-related contract is considered outside of California for other than a temporary or transitory purpose.

Generally, an individual who comes to California for a purpose which will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.

For assistance in determining resident status, get FTB Pub. 1031, Guidelines for Determining Resident Status, and FTB Pub. 1032, Tax Information for Military Personnel, or call the FTB at 800.852.5711 or 916.845.6500.

E Military Spouse Residency Relief Act (MSRRA)

Generally, for tax purposes you are considered to maintain your existing residence or domicile. If a military servicemember and nonmilitary spouse have the same state of domicile, the MSRRA provides:

- A spouse shall not be deemed to have lost a residence or domicile in any state solely by reason of being absent to be with the servicemember serving in compliance with military orders.
- A spouse shall not be deemed to have acquired a residence or domicile in any other state solely by reason of being there to be with the servicemember serving in compliance with military orders.

Domicile is defined as the one place:

- Where you maintain a true, fixed, and permanent home
- To which you intend to return whenever you are absent

A military servicemember's nonmilitary spouse is considered a nonresident for tax purposes if the servicemember and spouse have the same domicile outside of California and the spouse is in California solely to be with the servicemember who is serving in compliance with Permanent Change of Station orders (Note: California may require nonmilitary spouses of military servicemembers to provide proof that they meet the criteria for California personal income tax exemption as set forth in the MSRRA).

Income of a military servicemember's nonmilitary spouse for services performed in California is not California source income subject to state tax if the spouse is in California to be with the servicemember serving in compliance with military orders, and the servicemember and spouse have the same domicile in a state other than California.

For additional information or assistance in determining whether the applicant meets the MSRRA requirements, get FTB Pub. 1032.

F What is a Permanent Place of Business

A corporation has a permanent place of business in California if it is organized and existing under the laws of California or if it is a foreign corporation qualified to transact intrastate business by the SOS. A corporation that has not qualified to transact intrastate business (e.g., a corporation engaged exclusively in interstate commerce) will be considered as having a permanent place of business in California only if it maintains a permanent office in California that is permanently staffed by its employees.

G Withholding Agent

Keep Form 590 for your records. **Do not** send this form to the FTB unless it has been specifically requested.

For more information, contact Withholding Services and Compliance, see General Information H.

The payee must notify the withholding agent if any of the following situations occur:

- The individual payee becomes a nonresident.
- The corporation ceases to have a permanent place of business in California or ceases to be qualified to do business in California.
- The partnership ceases to have a permanent place of business in California.
- The LLC ceases to have a permanent place of business in California.
- The tax-exempt entity loses its tax-exempt status.

The withholding agent must then withhold and report the withholding using Form 592, Resident and Nonresident Withholding Statement, and remit the withholding using Form 592-V, Payment Voucher for Resident and Nonresident Withholding. Form 592-B, Resident and Nonresident Withholding Tax Statement, is retained by the withholding agent and a copy is given to the payee.

H Publications, Forms, and Additional Information

You can download, view, and print California tax forms and publications at ftb.ca.gov.

To have publications or forms mailed to you or to get additional nonresident withholding information, contact the Withholding Services and Compliance.

WITHHOLDING SERVICES AND
COMPLIANCE MS F182
FRANCHISE TAX BOARD
PO BOX 942867
SACRAMENTO CA 94267-0651

Telephone: **888.792.4900**

916.845.4900

Fax: 916.845.9512

For all other questions unrelated to withholding or to access the TTY/TDD numbers, see the information below.

Internet and Telephone Assistance

Website: ftb.ca.gov
Telephone: 800.852.5711 from within the United States
916.845.6500 from outside the United States

TTY/TDD: 800.822.6268 for persons with hearing or speech impairments

Asistencia Por Internet y Teléfono

Sitio web: ftb.ca.gov
Teléfono: 800.852.5711 dentro de los Estados Unidos
916.845.6500 fuera de los Estados Unidos

TTY/TDD: 800.822.6268 personas con discapacidades auditivas y del habla

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)
DOKKEN ENGIENERING

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required):
 Individual/sole proprietor C Corporation S Corporation Partnership Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Exempt payee

Other (see instructions) ▶ _____

Address (number, street, and apt. or suite no.)
2365 IRON POINT ROAD SUITE 200

City, state, and ZIP code
FOLSOM, CA 95630

Requester's name and address (optional)

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 the "Name" line 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

				-				-			
--	--	--	--	---	--	--	--	---	--	--	--

Employer identification number

6	8	-	0	0	9	9	6	6	4
---	---	---	---	---	---	---	---	---	---

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:

- 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
- 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
- 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 ▶ *Cathy Chen* Date ▶ *2/1/2011*

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:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- 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 U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). Check the "Limited liability company" box only and enter the appropriate code for the tax classification ("D" for disregarded entity, "C" for corporation, "P" for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

For an LLC classified as a partnership or a corporation, enter the LLC's name on the "Name" line and any business, trade, or DBA name on the "Business name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7 ²

¹See Form 1099-MISC, Miscellaneous Income, and its instructions.

²However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ³
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ³
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
For this type of account:	Give name and EIN of:
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.consumer.gov/idtheft or 1-877-IDTHEFT(438-4338).

Visit the IRS website at www.irs.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

Client#: 654

DOKKEENGI

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
02/01/11

PRODUCER
Dealey, Renton & Associates
P. O. Box 12675
Oakland, CA 94604-2675
510 465-3090

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED
Dokken Engineering Inc.
2365 Iron Point Road, Suite 200
Folsom, CA 95630

INSURER A: **Travelers Property Casualty Co of Am**
INSURER B: **American Automobile Ins. Co.**
INSURER C: **Hudson Insurance Company**
INSURER D: **Travelers Indemnity Co. of Connectic**
INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	6801613L360	05/31/10	05/31/11	EACH OCCURRENCE \$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC				FIRE DAMAGE (Any one fire) \$1,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS -COMP/OP AGG \$2,000,000
D	AUTOMOBILE LIABILITY	BA1616L429	05/31/10	05/31/11	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
	<input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	ANY AUTO				OTHER THAN EA ACC AGG \$
A	EXCESS LIABILITY	CUP6268Y532	05/31/10	05/31/11	EACH OCCURRENCE \$5,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				AGGREGATE \$5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WZP80982794	05/31/10	05/31/11	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	OTHER Professional Liability	AEE7114405	05/31/10	05/31/11	\$2,000,000 per Claim \$2,000,000 Annl Aggr.

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
General Liability Policy excludes claims arising out of the performance of professional services.

REF # 106-Z327057 / All Operations.

(See Attached Descriptions)

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION Ten Day Notice for Non-Payment of Premium

City of Sacramento
c/o Ebix BPO
Ref. # 106-Z327057
PO Box 257
Portland, MI 48875-0257

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL SEND BY MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.
AUTHORIZED REPRESENTATIVE
Jancy Ferrick

DESCRIPTIONS (Continued from Page 1)

The City of Sacramento, its officials, employees and volunteers are included as Additional Insured for General and Automobile Liability.

General Liability Insurance is primary and non-contributory per policy form wording.

A Waiver of Subrogation applies to Workers' Compensation.

POLICY NUMBER: 6801613L360

COMMERCIAL GENERAL LIABILITY
ISSUE DATE: 2/1/2011

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

NAME OF PERSON(S) OR ORGANIZATION(S): City of Sacramento, its officials, employees and volunteers.

PROJECT/LOCATION OF COVERED OPERATIONS: All Operations of the Named Insured.

PROVISIONS

A. The following is added to WHO IS AN INSURED (Section II):

The person or organization shown in the Schedule above is an additional insured on this Coverage Part, but only with respect to liability for bodily injury, "property damage" or "personal injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

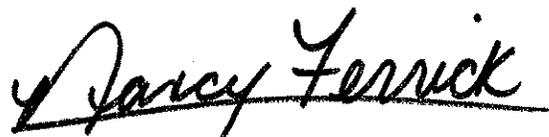
- a. In the performance of your ongoing operations;
- b. In connection with premises owned by or rented to you; or
- c. In connection with your work and included within the "products-completed operations hazard."

Such person or organization does not qualify as an additional insured for "bodily injury", "property damage" or "personal injury" for which that person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- d. This insurance does not apply to the rendering of or failure to render any "professional services".
- e. The limits of insurance afforded to the additional insured shall be the limits which you agreed in that contract or agreement requiring insurance to provide for that additional insured, or the limits shown in the Declarations for this Coverage Part, whichever are less. This endorsement does not increase the limits of insurance stated in the LIMITS OF INSURANCE (Section III) for this Coverage Part.

B. The following is added to Paragraph a. of 4. Other Insurance in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):
However, if you specifically agree in a contract or agreement requiring insurance that, for the additional insured shown in the Schedule, the insurance provided to that additional insured under this



COMMERCIAL GENERAL LIABILITY

Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have entered into that "contract or agreement requiring insurance" for such additional insured. But this insurance still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when the additional insured is also an additional insured under any other insurance.

- C. The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

We waive any rights of recovery we may have against the additional insured shown in the Schedule above because of payments we make for "bodily injury", "property damage" or "personal

injury" arising out of "your work" on or for the project, or at the location, shown in the Schedule above, performed by you, or on your behalf, under a "contract or agreement requiring insurance" with that additional insured. We waive these rights only where you have agreed to do so as part of the "contract or agreement requiring insurance" with that additional insured entered into by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

- D. The following definition is added to DEFINITIONS (Section V):

"Contract or agreement requiring insurance" means that part of any contract or agreement under which you are required to include the person or organization shown in the Schedule as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed:

- a. After you have entered into that contract or agreement;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.



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. WZP80982794

Issued to: Dokken Engineering Inc.

By: American Automobile Ins. Co.

Premium (if any) TBD

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

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

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

Schedule

Person or Organization

City of Sacramento
c/o Ebix BPO
Ref. # 106-Z327057
PO Box 257
Portland, MI 48875-0257

Job Description

REF # 106-Z327057 / All Operations. A Waiver of Subrogation applies in favor of City of Sacramento, its officials, employees and volunteers.

Nancy Ferrick
Authorized Representative