

RESOLUTION NO. 2011-141

Adopted by the Sacramento City Council

March 15, 2011

GUY WEST BRIDGE MAINTENANCE AND REHABILITATION STUDY (K15105000)

BACKGROUND

- A. The Guy West Bridge is a local landmark and a centerpiece of the City's network of bicycle facilities.
- B. Currently, no program exists which provides regular inspections or funds periodic maintenance.
- C. The City of Sacramento wishes to establish a program to address timing and funding of necessary maintenance and rehabilitation for the Guy West Bridge.

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

- Section 1. The City Manager is authorized to execute a professional services agreement with Quincy Engineering, Inc. for an amount not to exceed \$124,831 to conduct a maintenance and rehabilitation study.
- Section 2. Exhibits A and B are incorporated into and made part of this Resolution.

Table of Contents:

- Exhibit A: Location Map
- Exhibit B: Agreement

Adopted by the City of Sacramento City Council on March 15, 2011 by the following vote:

Ayes: Councilmembers Ashby, Cohn, D Fong, R Fong, McCarty, Pannell, Schenirer, Sheedy, and Mayor Johnson.

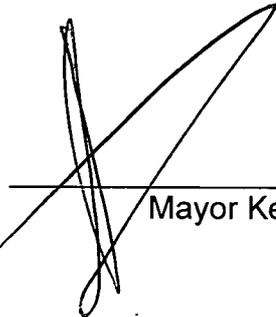
Noes: None.

Abstain: None.

Absent: None.

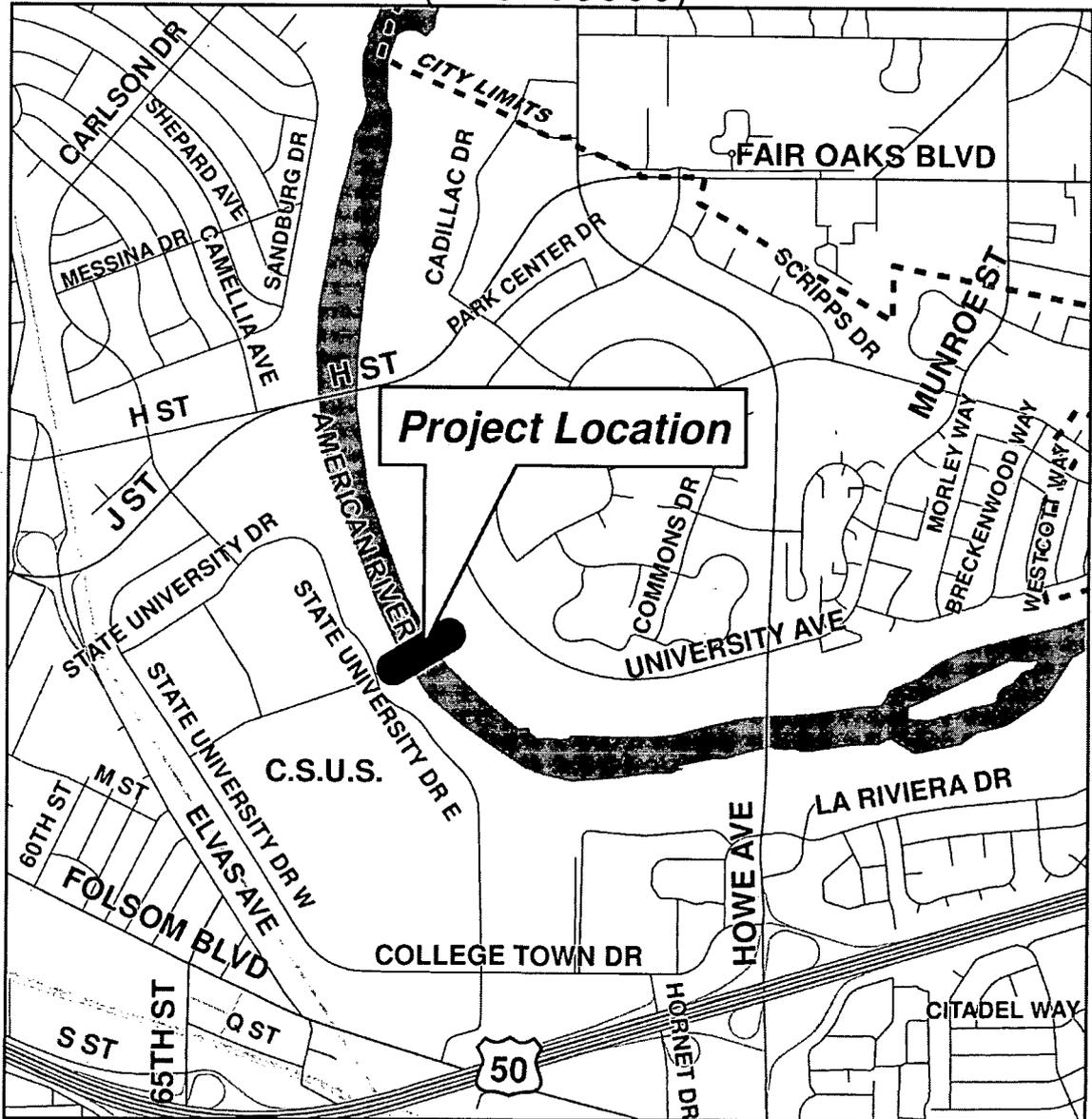
Attest:


Shirley Concolino, City Clerk



Mayor Kevin Johnson

Location Map for
Guy West Bridge
Maintenance and Rehabilitation Study
(K15105000)



Department of
TRANSPORTATION
City of Sacramento

Map Contact: S/Tobin
Map Date: FEB'10



PROJECT #: T15105000
PROJECT NAME: Guy West Bridge Maintenance & Rehabilitation Study
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 March 15, 2011 by and between the **CITY OF SACRAMENTO**, a municipal corporation ("CITY"), and

Quincy Engineering, Inc.
3247 Ramos Circle
Sacramento CA 95827-2501
Phone: 916.503-763-9995 Fax: 503.763-9981

("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

CONTRACTOR:
QUINCY ENGINEERING, Inc.

By: _____
Print name: _____
Title: _____

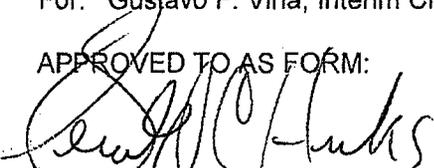
NAME OF FIRM
680269312
Federal I.D. No.
38801072
State I.D. No.
90280
City of Sacramento Business Op. Tax Cert. No.

For: Gustavo F. Vina, Interim City Manager

TYPE OF BUSINESS ENTITY (check one):

APPROVED TO AS FORM:

- Individual/Sole Proprietor
- Partnership
- Corporation (may require 2 signatures)
- Limited Liability Company
- Other (please specify: _____)



City Attorney



Signature of Authorized Person

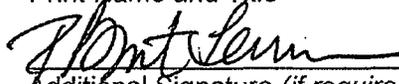
ATTEST:

City Clerk

John S. Quincy President

Print Name and Title

- 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



Additional Signature (if required)

R. BRENT LEMON, SECRETARY

Print Name and Title

**DECLARATION OF COMPLIANCE
Equal Benefits Ordinance**

Name of Contractor: Quincy Engineering, Inc.

Address: 3247 Ramos Circle, Sacramento CA 95827-2501

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.

John Quincy
Signature of Authorized Representative

2-28-11
Date

John S. Quincy
Print Name

President
Title

EXHIBIT A

PROFESSIONAL SERVICES AGREEMENT FOR DESIGN SERVICES

SCOPE OF SERVICES

1. **Representatives.**

The CITY Representative for this Agreement is:

*Ed Williams, Project Manager
915 I Street, Room 2000
Sacramento, CA 95814*

Phone: 916.808.8288 Fax: 916.808.8281 Email: ewilliams@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:

*Mark L. Reno, Project Manager
Quincy Engineering, Inc.
3247 Ramos Circle
Sacramento CA 95827-2501*

Phone: 916.503-763-9995 Fax: 503.763-9981

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 March 31, 2011 through June 30, 2012 in accordance with the schedule, set forth in the scope of services.



**QUINCY
ENGINEERING,
INC.**

3247 Ramos Circle
Sacramento, CA
95827-2501
(916) 368-9181
Fax: (916) 368-1308

200 Hawthorne Ave. SE
Suite E-530
Salem, OR 97301
(503) 763-9995
Fax: (503) 763-9981

**ATTACHMENT 1
TO
EXHIBIT A**

February 1, 2011

Mr. Edward Williams
City of Sacramento
Department of Transportation
Engineering Services Division
915 I Street, Room 2000
Sacramento, CA 95814-2604

**Re: Proposal for Guy West Bridge Maintenance and Rehabilitation Study Project
(PN: T15105000)**

Dear Mr. Williams:

It is our pleasure to submit Quincy Engineering, Inc.'s (QEI) revised scope of work and cost proposal for the above-referenced project. We have removed the Funding Assistance Task as requested by the City. Then because our proposal, as instructed at the pre-proposal meeting, was based on developing a study report within the City's limited budget. We had thought that funding assistance was a key component on this project for the City, so we had pulled hours away from some of the technical tasks to show the City we were putting effort towards the funding assistance. Now that we understand the City does not require this assistance, we have put some of this effort back into the specific tasks of assessment, rehabilitation and the final technical study reports.

Our scope and cost proposal has been developed to provide the City with all the services that we believe will be required to meet the needs of the project as we understand it. We are more than willing to negotiate the scope to better meet your needs and are very sensitive to budgetary constraints facing public agencies in these difficult economic times. I'm certain that we can modify each to meet the project needs and budgetary constraints that may exist for this project.

Our team looks forward to the opportunity of working with you and your staff on this interesting project.

Sincerely,

Quincy Engineering, Inc.

Mark L. Reno
Project Manager

QUINCY ENGINEERING, INC.													Project Name: GUY WEST BRIDGE MAINTENANCE AND REHABILITATION STUDY PROJECT				
TASKS	Principal in Charge	Project Manager	Senior Engineer - Bridge Project Engineer	Senior Engineer - Bridge Specialist	Associate Engineer - Bridge	Assistant Engineer	Principal Engineer - Funding	Senior Engineer - QA/QC	Engineering Detailer	Office Support Staff	Admin	Total Hours QEI Hours	WJE Inc	Alta Vista Solutions Inc.	Total Hours Subconsultants		
Name	John Quincy	Mark Reno	Mario Quest	Martin Pohl	Staff	Staff	Alan Glen	Tim Osterkamp	Staff	Staff	Staff						
1	Project Management (incl 3 meetings)	1	30	12		15				4	4	66			0		
2	Interagency Coordination / Permitting		8	2		30						40			0		
3	Detailed Bridge Inspection Services		4	4		8						16	192	60	252		
4	Bridge Condition Assessment Report		6	6				2				14	60	20	80		
5	Bridge Maintenance Work Plan		4	16		20	16	2	4			62	20	76	98		
6	Bridge Rehabilitation Work Plan		6	16	16	16	16	2	4			76	20	20	40		
7	Bridge Technical Study Report		8	22	4	16	2	4	4		4	64			0		
												0			0		
												0			0		
												0			0		
	Subtotal- Hours	1	66	78	20	105	36	0	8	12	4	8	338	292	176	0	468
	TOTAL HOURS																806

Detailed Scope of Work

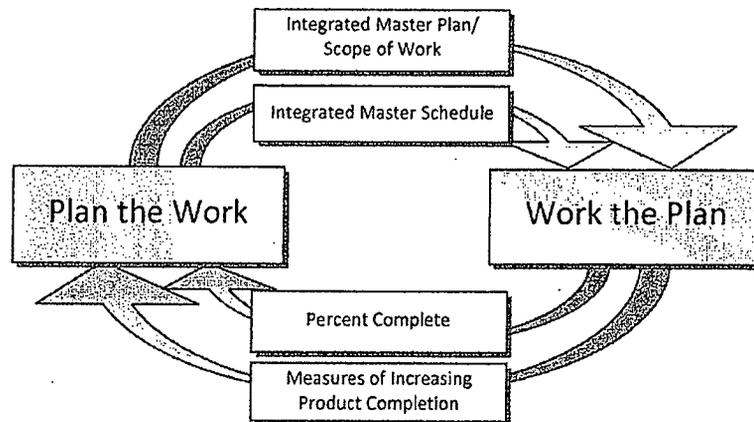
GUY WEST BRIDGE MAINTENANCE & REHABILITATION STUDY PROJECT

In the proposal that Quincy Engineering, Inc. has submitted to the City, we have identified:

- The key project personnel;
- Level of commitment to the project;
- Responsibilities on the project; and
- The estimated effort for each key individual.

We have included a separate listing of projects which personnel have commitments to. The QEI Team can assure the City that those individuals committed to the project will be available to perform their indicated role and complete work tasks in a timely manner.

Our team's approach is simple – "plan the work and work the plan".



We have developed a detailed schedule for this project, and have provided the summary level to you as part of this proposal. Our Project Manager has successfully worked with the City on very complex projects and has a proven track record of developing projects in a transparent manner, working with stakeholders to achieve consensus, strategically planning and communicating frequently with the City's Project Manager, and effectively communicating with team members to ensure the delivery is met.

At QEI, the Project Manager (PM) has ultimate responsibility for everything related to a project. This means that the PM is responsible and accountable for the successful delivery of a quality project, on time and within or below budget. The PM is responsible for Quality Control -- ensuring that all work products are thorough, accurate, and complete. While the PM does not necessarily perform any or all formal quality reviews, he/she is responsible for assuring that these reviews are performed by other staff with the proper experience and expertise. The QEI *QA/QC Manual* provides the minimum formal reviews that are required for each phase of a project via flowcharts that show the various roles in the Quality Control process. All formal quality reviews are documented and filed for future reference should the PM, PIC (Principal in Charge), Client, or any of the project staff need to reference those documents.

APPROACH SUMMARY

This Work Plan/Scope of Work will involve completion of the following eight (8) tasks:

- Project Management;
- Funding Assistance;
- Interagency Coordination/Permitting;
- Detailed Bridge Inspection Services;
- Bridge Condition Assessment Report;
- Bridge Maintenance Work Plan;
- Bridge Rehabilitation Work Plan; and
- Bridge Technical Study Report.

We have assumed that the code to which we will be comparing the structure will be the AASHTO *LRFD Bridge Design Specifications 5th Edition* and FHWA's *Recording and Coding Guide for the Structural Inventory and Appraisal of the Nation's Bridges*.

Detailed Scope of Work

TASK 1 - PROJECT MANAGEMENT

Communication is the key to a successful project. Our management style is very "hands on" from a coordination point of view and will be a continuous activity from the scoping/negotiations phase through the completion of this project. The Project Management task includes Quincy Engineering's (QEI) management, tracking and communication of project budget, project progress reporting and coordination with the City as well as other project stakeholders and the entire project Team.

The level of effort for this task assumes no more than nine (9) months of work duration from Notice to Proceed (NTP) to completion of the final Bridge Technical Study Report.

We have assumed a total of three (3) project related meetings will be required under this task. The following are the anticipated project milestones for which project related meetings will be scheduled: a **kickoff meeting**; a **post bridge inspection and condition assessment meeting**; and finally, a **Draft Bridge Technical Study Report meeting**.

Team members and stakeholders deemed appropriate by the City will be invited to discuss project issues, answer questions from the City, and outline goals for subsequent work. QEI will work with the City's Project Manager to coordinate meeting dates, send out invitations, prepare agenda, provide meeting sign-in sheets, provide an updated detailed schedule, and prepare and distribute meeting notes including a summary of action items.

The **kickoff meeting** will be held shortly after the *Notice to Proceed* and will introduce the Project Team, establish communication channels, clarify procedures and formats to be used, and establish the initial project schedule. Any clarifications on the scope of work will be made, including key tasks and milestones, and everyone will have a clear understanding of project goals and objectives. The meeting will also establish and define the roles and responsibilities of the various Team members.

The following subconsultants will attend the first two (2) Project Team meetings noted above: **Wiss, Janney, Elstner Associates, Inc. (WJE)** and **Alta Vista Solutions (AVS)**. We do not anticipate the need for another field meeting after the kickoff meeting prior to beginning field inspection work. Plans and arrangements for field work will be made beforehand via phone conferences.

No additional meetings related to interagency coordination/permitting (under *Task 3* below) are expected for completing this Scope of Work. Phone contacts and mailings are all that is expected to be needed to obtain temporary use permits from jurisdictional agencies and coordinate short and long term agency interests.

QEI has developed a project schedule using Microsoft Project showing each task, start and end dates, task duration, and evaluation of the project critical path. This schedule will be updated monthly and submitted to the City.

QEI will prepare and submit monthly status reports to the City. A draft status report will be submitted to the City prior to the first invoice and approved for format and content. These reports will include progress-to-date, status of utility coordination and relocation work, schedule updates, City action items, Team action items, work products delivered, problems encountered along with suggested solutions, and anticipated work for the next month.

Task 1 Deliverables:

- Three (3) Project Related Meetings, Agendas & Minutes
- Monthly Status Reports
- Project Schedule & Monthly Updates

Detailed Scope of Work

TASK 2 - INTERAGENCY COORDINATION / PERMITTING

Coordination with some or all of the jurisdictional agencies listed below will be required for completion of future rehabilitation and maintenance work plans on the bridge. Coordination with these same agencies will also be required early in this project to allow bridge inspections (*Task 4*) to begin. How and when the agency coordination/outreach is required will be determined early in the project and reported in the Bridge Technical Study Report (BTSR) for future work plans. The QEI Team has already contacted many of the jurisdictional agencies so that our understanding of the project as well as our Scope of Work is based on understanding some of their requirements. It is anticipated the agencies involved at this project site may include the following:

Task 2 Deliverables:

Completed Permit Applications
Coordination Records

- California State University Sacramento (CSUS)
- American River Flood Control District (ARFCD)
- Sacramento Area Flood Control Agency (SAFCA)
- Department of Toxic Substance Control (DTSC)
- California Department of Fish & Game (CDF&G)
- Sacramento County Regional Parks (SCRCP)
- City of Sacramento Department of Transportation (SDOT)
- Sacramento Area Bicycle Advocates (SABA)
- Central Valley Flood Protection Board (CVFPB)
- U.S. Army Corps of Engineers (ACOE)

QEI will coordinate with other agencies as needed to determine their long-term and short-term concerns and requirements for this project site. Discussion in the BTSR is expected to include possible scenarios for combining work efforts to minimize permitting needs and will likely be in some matrix or bar chart form. Some permits will have use windows that must coincide with large scale maintenance efforts.

QEI will prepare any necessary permit applications for performing the field inspection services. Based on our research to date, it appears the only permit needed for inspection is a Temporary Use Permit from ARFCD to enter their right-of-way with man lift equipment. In speaking with SAFCA, they felt since inspection work will be conducted up on the bridge (i.e., not going into the water, not disturbing earth or changing floodplain characteristic or reducing freeboard) SAFCA, USACE, and CVFPB probably need not be involved. This will be confirmed when the actual applications are completed. We have assumed that the City will pay for any permit application fees.

More significant permitting is expected for future construction or maintenance, especially in dealing with the lead paint on the bridge. Note that the American River Parkway is designated both as a State and National Wild and Scenic River. There will be a multitude of environmental resource agencies at both Federal and State level, not to mention DTSC, OSHA, etc. for dealing with safety and disposal of the lead paint. Actual environmental coordination for this level of work goes beyond this project scope. The "H" Street Bridge, which is a large steel through-truss bridge within view of the Guy West Bridge, has been through a full containment lead removal repainting project. Even though this project was done many years ago, any City records on this project would be a good starting point for researching permit needs. The QEI Team has very recent experience working on the Foresthill Seismic Retrofit and Rehabilitation Project which could prove invaluable to understanding this project.

The City is not requesting extensive outside public outreach services for this project. Public outreach for this project is expected to be limited to local coordination of any bridge traffic interruptions with CSUS campus. QEI will keep CSUS informed about the project to ensure minimal disruption to campus and bridge traffic. It is expected that campus staff will utilize the CSUS website and possible additional campus postings to announce any planned closures. It is assumed that the required full-day inspection times can be found and worked around so that the disruptions can be minimized.

BRIDGE CONDITION ASSESSMENT

TASK 3 - DETAILED BRIDGE INSPECTION SERVICES

Due to the lack of good historical inspection and condition information, it is recommended that an in-depth inspection of all structural elements be conducted to provide a current condition assessment for identifying preservation needs and to ensure the safety of those who use the structure. The QEI Team has reviewed the results of the bridge studies completed in the late 1980s as well as early 2000. The Team had in-depth discussions with some of the Caltrans personnel involved during both of the previous studies to better plan what inspections should be done this time. What the Team found was that more than just visual inspections were recommended by Caltrans maintenance engineers and that those have been included in this Scope of Work.

Detailed Scope of Work

Caltrans generally does not inspect Local Agency pedestrian bridges, especially signature bridges such as the Guy West Bridge. We inquired whether this policy was going to continue and learned that no changes to this practice are expected. Obviously, Caltrans is an excellent resource for information and procedures on bridge maintenance since they are responsible for inspecting over 25,000 bridges around the State. Our staff's relationship with high level contacts within the Caltrans maintenance branch will enable our Team with ample information for this project's goals. It was these same connections that allowed the QEI Team to better serve the City of Sacramento during the current Bridge Maintenance and Inspection Contract we have with the City.

Team subconsultants WJE and AVS will perform the field inspection services for this project. The following **bridge inspection plan** provides a checklist of elements and areas to be inspected, and explains the areas of concern for each of these items and what they are being inspected for.

Bridge closures up to a total of four (4) days are expected to be required to place an 80' man lift on the bridge deck to inspect the tops of the towers and suspension system. A detailed analysis of the equipment loading on the Guy West Bridge will not be required prior to performing the work. The existing bridge was designed to support small sized trucks. Photos exist of construction equipment crossing the bridge for previous bridge inspections and repair, so the man lift being proposed for the inspection will not overload the bridge.

In addition to fall protection, the following equipment will be utilized to perform the inspection: flashlight, wire brush, whisk broom, scraper, camera, ladders. The floor trusses will be inspected using safety lines and fall protection gear.

BRIDGE INSPECTION PLAN

Bridge Elements

- Towers
- Suspension cables
- Suspender ropes
- Deck, approaches, and rails
- Floor trusses
- Bearings
- Anchorage
- Piers, abutments, and wingwalls
- Embankment and slopes

Members & Details That Require Inspection

BRIDGE ELEMENT	AREAS OF CONCERN	INSPECTION METHOD	SECONDARY METHODS	
TOWERS	Inspect for general alignment, cracks in welds, corrosion, bent or buckled components, condition of paint system. If access exists, inspect the inside for corrosion.	VT		
SUSPENSION CABLES	Inspect for corrosion and loss of galvanizing, broken wires, wear at saddles, slippage of hangers, anchorages, and midspan.	VT	XT	
SUSPENDER ROPES	Inspect connections to suspender cables, corrosion and loss of galvanizing, broken wires, suspender rope sockets, connection at floor truss.	VT	XT	UT
DECK AND RAIL	Inspect for cracks, spalls, delaminations, bridge rail attachment, bridge rail element condition, expansion joints in deck and rails, approach pavement condition	VT	CT	
TRUSSES	Inspect for general alignment, cracks in welds, broken or missing bolts, corrosion, bent or buckled components, condition of paint system	VT	PT	UT
BEARINGS	Check for debris build-up, wear of bearing components, wear at wind locks, freedom of movement, alignment, bent or broken anchor bolt, paint condition	VT		
ANCHORAGE	Check for debris build-up, wear of the components, alignment, bent or broken anchor bolts, paint condition, drainage. Ultrasonic test all the main cable anchorage pins (total 8).	VT / UT		
PIERS AND ABUTMENTS	Inspect for general alignment, scour, settlement, debris, anchor bolts and nuts, cracks, spalls, exposed rebar.	VT		
EMBANKMENT AND SLOPES	Pier and slope protection devices	VT		
PAINT SYSTEM	Check for breakdown, damage, adhesion, suitability for removal, overcoat or continued service.	VT	AT	

Detailed Scope of Work

Inspection Methods

The first level of inspection is visual unless noted otherwise in the table above. This scope of work does not include secondary inspection methods. Areas identified by visual inspection may be further investigated by utilizing the appropriate techniques listed below to identify the type and extent of the finding. Should these inspection methods be required, the project budget and schedule will need to be adjusted.

1. VISUAL INSPECTION (VT)

Visual inspections will be conducted in accordance with NBIS Code of Federal Regulation 23 CFR Part 650. The inspection procedure recommendations in the AASHTO "Manual for Bridge Evaluation," 2008, will be followed. These inspections shall be hands-on with the inspector being within arms' length of the component. Critical areas, if required, shall be specially cleaned prior to the inspection and additional lighting and magnification will be used. The governing document for inspectors will be ASNT SNT-TC-1A that covers the certification of non-destructive testing personnel.

2. CHAIN SOUNDING (CT)

Delaminations in concrete surfaces may be identified by sounding with hammers and chains.

3. LIQUID PENETRANT TESTING (PT)

Crack indications identified by visual observation may require follow-up testing to identify the crack end locations. The testing will be performed by a Certified ASNT Level II inspector. Only personnel with current Level II certification in the desired NDT discipline will be used.

4. ULTRASONIC INSPECTION (UT)

This method may be utilized to identify cracks in pins or bolts. The testing will be performed by a Certified ASNT Level II inspector. Only personnel with current Level II certification in the desired NDT discipline will be used.

5. X-RAY (XT)

This method may be used to examine the suspender rope sockets. The company performing the NDT will have a Written Practice in accordance with ASNT SNT-TC-1A. This will be the program that governs their certification.

6. ADHESION TESTING (AT)

This test is used to determine the undercoat adhesion of the paint layers as well as the paints adhesion to the steel.

BRIDGE PAINT INSPECTION PLAN

A very simple visual inspection of the bridge paint condition was made by our subconsultant AVS on September 29, 2010 from the bridge deck and from beneath the west abutment. Information from the year 2000 paint inspection was obtained and has been reviewed. This information included paint adhesion tests, chemical analysis, etc. The majority of the existing paint system consists of a red lead-type primer that typically contains greater than 40% lead with an alkyd topcoat that most likely contains lead or other heavy metals.

A comprehensive visual survey of the existing paint system on the bridge will be conducted to verify previous observations and note the condition of the current paint system as it is today. This survey will coincide with the structural bridge inspection efforts.

The bridge has never been repainted with the exception of a few spot locations. As noted above, a previous paint inspection included paint material and adhesion testing. This scope of work does not include material or adhesion testing as nothing new is expected to be learned from such testing.

The presence of heavy metals in the paint system dictates that caution be taken during any maintenance or inspection activity, including cleaning. All debris, including rinse water, must be properly contained and discharge to the environment prevented.

TASK 4 - BRIDGE CONDITION ASSESSMENT REPORT

The QEI Team will prepare a Bridge Condition Assessment Report to document the inspection findings from *Task 4*. The purpose of this report is to provide information to the City for early review and discussion with the Team, and to notify the City of any emergency type repairs that might be needed.

Task 4 Deliverables:
Bridge Condition Assessment Report

The QEI Team will be available to meet with the City to present the report. Information from this report will be used as a basis for developing the bridge maintenance and rehabilitation plans and will be included in the *Appendix* of the Bridge Technical Study Report (*Task 8*).

For this project we have assumed that bridge inspections will show that the bridge will not be in need of immediate rehabilitation or maintenance repairs. In other words, the plans provided under the following Tasks (*Tasks 6 and 7*) will outline non-emergency types of repairs and maintenance efforts, though they will be prioritized for the City.

Detailed Scope of Work

TECHNICAL STUDY REPORT ELEMENTS

TASK 5: BRIDGE MAINTENANCE WORK PLAN

The purpose of this task is to inform the City and give them the opportunity to determine what final approach they would like to take for securing short-term and possibly long-term outside funding.

After obtaining and reviewing all the bridge inspection data generated in *Task 4*, a Bridge Maintenance Work Plan will be prepared by the Team. The plan will identify maintenance that is currently needed and also include a discussion with recommendations for future long term maintenance requirements.

The plan will be broken down into various maintenance items each with a discussion related to priority of repair work, possible options for repairs, costs associated with the various repair options, and recommendations on which approach would be best both from a bridge standpoint and for maximizing limited short- and long-term funds. Information regarding recommended cyclic maintenance programs will also be included. This particular bridge site has been relatively kind to the steel elements from an environmental standpoint, so that will be taken into consideration for long range planning. Discussion and comparison of these kinds' issues will be provided in the work plan.

Task 5 Deliverables:
Bridge Maintenance Work Plan

The Bridge Maintenance Work Plan will be incorporated into the Bridge Technical Study Report.

TASK 6: BRIDGE REHABILITATION WORK PLAN

The purpose of this task is similar to that of *Task 5*, and the approach used will be very similar.

In general, rehabilitation involves replacing or adding elements to the bridge except for paint, which would be considered maintenance. Replacing suspender ropes, replacing rusted floor beams, and adding a system to reduce sway would all be considered rehabilitation. Conversely, maintenance items would include fixing deck joints and concrete spalls, cracked welds, replacing missing nuts and bolts, paint, etc.

As previously stated, for this Scope of Work we are assuming that major rehabilitation efforts, other than the known condition of the vertical suspender ropes, will not be discovered during bridge inspections. Section loss on steel elements is expected to be less than 10% and not require extensive calculations to determine whether replacement of numerous bridge elements is required. We did observe in the field considerable corrosion on the tops of the truss floor beams at the deck joints that may require some basic calculations and discussion.

Task 6 Deliverables:
Bridge Rehabilitation Work Plan

Unless mitigation measures are implemented that reduce the amount of movement of the bridge span to lower the potential for fatigued vertical suspender ropes, replacement of those elements would need to be considered on what appears to be an approximately 25 year life cycle. QEI will study possible alternatives to reducing the movement or sway of the bridge to reduce fatigue of the suspension system.

The Bridge Rehabilitation Work Plan will be incorporated into the Bridge Technical Study Report.

TASK 7: BRIDGE TECHNICAL STUDY REPORT

The Bridge Technical Study Report will summarize the findings and present information developed in *Tasks 2* through *7*. The Bridge Condition Assessment Report (*Task 5*) and any lab test results from bridge inspections (*Task 4*) will be included in appendices, as well as other documents generated over the course of the project.

The report will be consistent with City project delivery expectations including Section 2-2 of the City's "Project Delivery Manual".

A draft report will be submitted for review and comment to the City. After the City has reviewed the draft report, QEI will be available to meet with the City to discuss the content. City comments will be incorporated and a final report will be delivered to the City.

Task 7 Deliverables:
Draft Bridge Technical Study Report
Final Bridge Technical Study Report

LIMITATIONS AND SERVICES NOT INCLUDED

The following services are specifically not included in this proposal:

- Application costs for any required agency permits to perform bridge inspection services.
- Geotechnical investigation or testing; since the foundations of the structure appear to be performing adequately, no investigation of the soil conditions will be performed.

Detailed Scope of Work

- Hazardous materials assessment at the bridge site.
- Assessment of any conditions below water.
- Destructive testing of any portion of the facility (unless explicitly described); all observations will be strictly visual or involve nondestructive testing (NDT), without removal of any finishes. If our investigation identifies some elements that require more in-depth (i.e., destructive) investigation, the budget and schedule will need to be adjusted. NDT included in this Scope of Work includes ultrasonic testing of eight (8) pins at the main cable anchors.
- Development of formal repair, upgrade, or rehabilitation documents; all proposed repairs will be schematic in nature – either written descriptions or hand-sketches designed to show general intent and scope, but not sufficient to be used as repair documents.
- Development of formal cost estimates; rough budget estimates of expected repair and maintenance costs suitable for budget purposes will be developed. Formal cost estimates will need to be performed at a later phase when construction documents (drawings and specifications) have been developed.
- A full structural analysis of the structure.
- Construction-phase related services.
- Examination of the bridge's electrical or mechanical systems.

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 ONE HUNDRED TWENTY FOUR THOUSAND EIGHT HUNDRED THIRTY ONE DOLLARS (\$124,831.00).
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:

*Ed Williams, Project Manager
915 I Street, Room 2000
Sacramento, CA 95814*

Phone: 916.808.8288 Fax: 916.808.8281 Email: ewilliams@cityofsacramento.org

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

**ATTACHMENT 1
TO
EXHIBIT B**

City Of Sacramento
GUY WEST BRIDGE MAINTENANCE AND REHABILITATION STUDY PROJECT

QUINCY ENGINEERING, INC.

CONTRACT No. _____
SUB CONSULTANT: QUINCY ENGINEERING, INC.

CONSULTANT COST PROPOSAL
February 1, 2011

DIRECT LABOR

Name	Classification	Hours	Initial Hourly Rate	Total
John Quincy	Principal in Charge	1	\$68.19	\$68.19
Mark Reno	Project Manager	66	\$63.63	\$4,199.58
Mario Quest	Senior Engineer- Bridge Project Engineer	78	\$62.60	\$4,882.80
Martin Pohl	Senior Engineer - Bridge Specialist	20	\$65.00	\$1,300.00
Staff	Associate Engineer - Bridge	105	\$45.00	\$4,725.00
Staff	Assistant Engineer	36	\$30.00	\$1,080.00
Tim Osterkamp	Senior Engineer - QA/QC	8	\$56.88	\$455.04
Staff	Engineering Detailer	12	\$30.00	\$360.00
Staff	Office Support Staff	4	\$20.00	\$80.00
Staff	Admin	8	\$28.00	\$224.00
		338		
			Subtotal Direct Labor Costs	\$17,374.61
			Anticipated Salary Increases	\$0.00
			TOTAL - Direct Labor	\$17,374.61
INDIRECT COSTS			<u>Rate</u>	<u>Total</u>
Overhead			159.50%	\$27,712.50
Fringe Benefit (Included in OH)			0.00%	
General & Administrative (Included in OH)			0.00%	
			159.50%	
			TOTAL - Indirect Costs	\$27,712.50
FEE	(10.00%)			TOTAL - Fee \$4,508.71
OTHER DIRECT COSTS				<u>Total</u>
Travel Costs	200 @	\$0.51	\$	102.00
Photocopies				
Overnight Service	6 @	\$15.00	\$	90.00
Graphic Presentation Boards				
				\$192.00
			TOTAL COST	<u>\$49,787.82</u>
Subcontractor Costs			\$	75,043.18
Total Contract			\$	<u>124,831.00</u>

City Of Sacramento
GUY WEST BRIDGE MAINTENANCE AND REHABILITATION STUDY PROJECT

Alta Vista Solutions

CONTRACT No. _____
SUB CONSULTANT: Alta Vista Solutions

CONSULTANT COST PROPOSAL
February 1, 2011

DIRECT LABOR

Name	Classification	Hours	Initial Hourly Rate	Total
Patrick Lowry	Principal Engineer	16	\$71.50	\$1,144.00
Andy Rogerson	Paint Expert	36	\$62.40	\$2,246.40
Mike Bennett	Task Leader	4	\$55.64	\$222.56
Charles Bookout	CWI-NACE Level III-NDT Level III & Level II	56	\$56.00	\$3,136.00
Nate Odell	Project Engineer	64	\$31.73	\$2,030.72
0	0	0	\$0.00	\$0.00
0	0	0	\$0.00	\$0.00
0	0	0	\$0.00	\$0.00
0	0	0	\$0.00	\$0.00
0	0	0	\$0.00	\$0.00
0	0	0	\$0.00	\$0.00
0	0	0	\$0.00	\$0.00
		176		
			Subtotal Direct Labor Costs	\$8,779.68
			Anticipated Salary Increases	\$0.00
TOTAL - Direct Labor				\$8,779.68
 INDIRECT COSTS				
			<u>Rate</u>	<u>Total</u>
Overhead			150.55%	\$13,217.81
Fringe Benefit (Included in OH)			0.00%	
General & Administrative (Included in OH)			<u>0.00%</u>	
			150.55%	
TOTAL - Indirect Costs				\$13,217.81
 FEE (10.00%)				
TOTAL - Fee				\$2,199.75
 OTHER DIRECT COSTS				
Travel Costs	1000 @	\$0.50	\$	<u>500.00</u>
Photocopies			\$	-
Overnight Service	25 @	\$15.00	\$	<u>375.00</u>
Graphic Presentation Boards				\$875.00
TOTAL COST				<u>\$25,072.24</u>
Subcontractor Costs				\$ -
Total Contract				<u>\$ 25,072.24</u>

City Of Sacramento
GUY WEST BRIDGE MAINTENANCE AND REHABILITATION STUDY PROJECT

Wiss, Janney, Elstner & Associates, Inc.

CONTRACT No. _____
SUB CONSULTANT: Wiss, Janney, Elstner & Associates, Inc.

CONSULTANT COST PROPOSAL
February 1, 2011

DIRECT LABOR

Name	Classification	Hours	Initial Hourly Rate	Total
Juan Carlos Araiza	Senior Associate/	92	\$45.33	\$4,170.36
Kent Sasaki	Principal	4	\$67.72	\$270.88
Brian Kehoe	Associate Principal			
		16	\$58.69	\$939.04
Mike Koob	Senior Principal	16	\$84.54	\$1,352.64
Owen Rosenboom	Associate III	8	\$39.54	\$316.32
Gita Dombrowski	Associate II	8	\$31.72	\$253.76
Brian Santossuoso	Senior Associate	62	\$47.27	\$2,930.74
David Megerle	Senior Associate	62	\$44.10	\$2,734.20
Rob Guessel	0	0	\$0.00	\$0.00
Staff	0	0	\$0.00	\$0.00
Staff	0	0	\$0.00	\$0.00
Staff	Admin Project Administration	24	\$30.00	\$720.00
		292		
		Subtotal Direct Labor Costs		\$13,687.94
		Anticipated Salary Increases		\$0.00
TOTAL - Direct Labor				\$13,687.94
INDIRECT COSTS			<u>Rate</u>	<u>Total</u>
Overhead			196.02%	\$26,831.10
Fringe Benefit (Included in OH)			0.00%	
General & Administrative (Included in OH)			0.00%	
			<u>196.02%</u>	
TOTAL - Indirect Costs				\$26,831.10
FEE	(10.00%)			TOTAL - Fee \$4,051.90
OTHER DIRECT COSTS				<u>Total</u>
Travel Costs	2 @	\$1,000.00		\$ 2,000.00
Access equipment	4 @	\$800.00		\$ 3,200.00
Overnight Service	10 @	\$20.00		\$ 200.00
				\$5,400.00
TOTAL COST				<u>\$49,970.94</u>
Subcontractor Costs			\$ -	
Total Contract			\$ 49,970.94	

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 directly 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.

Client#: 984

QUINCENGI

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/25/11

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	NAIC #
INSURED Quincy Engineering, Inc. 3247 Ramos Circle Sacramento, CA 95827	INSURER A: Hartford Casualty Insurance Co.	
	INSURER B: The Travelers Indemnity Co of CT	
	INSURER C: Catlin Specialty Ins. Co.	
	INSURER D: Property & Casualty Ins Co of Hartfo	
	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 ADD'L LTR	INSRC	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	57SBALQ0466 General Liab Pol Excludes Claims Arising Out Of The Performance of Professional Services	04/20/10	04/20/11	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000
D		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS GARAGE LIABILITY <input type="checkbox"/> ANY AUTO EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$	57UECIF7496	01/27/11	01/27/12	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$ EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	UB7608Y240	09/01/10	09/01/11	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER 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	AED955810511	05/20/10	05/20/11	\$3,000,000 per Claim \$3,000,000 Annl Aggr.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Ref# 106-2327652 / PN 145105000 ALL OPERATIONS OF THE NAMED INSURED.

BUSINESS LIABILITY ADDITIONAL INSURED: City of Sacramento, Its Officials, Employees and Volunteers any other person named in the written contract
 (See Attached Descriptions)

CERTIFICATE HOLDER

City of Sacramento
 c/o EBIX BPO
 P.O. Box 257
 Ref# 106-2327652
 Portland, MI 48875-0257

CANCELLATION

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, ~~WHICH MUST BE~~ ~~RECEIVED BY~~ ~~THE~~ ~~CERTIFICATE~~ ~~HOLDER~~ ~~ON~~ ~~OR~~ ~~BEFORE~~ ~~THE~~ ~~EXPIRATION~~ ~~DATE~~ ~~OF~~ ~~THE~~ ~~POLICY~~ ~~OR~~ ~~THE~~ ~~DATE~~ ~~OF~~ ~~RECEIPT~~ ~~OF~~ ~~THIS~~ ~~CERTIFICATE~~ ~~BY~~ ~~THE~~ ~~INSURED~~ ~~OR~~ ~~BY~~ ~~THE~~ ~~INSURER~~ ~~ON~~ ~~OR~~ ~~BEFORE~~ ~~THE~~ ~~EXPIRATION~~ ~~DATE~~ ~~OF~~ ~~THE~~ ~~POLICY~~ ~~OR~~ ~~THE~~ ~~DATE~~ ~~OF~~ ~~RECEIPT~~ ~~OF~~ ~~THIS~~ ~~CERTIFICATE~~ ~~BY~~ ~~THE~~ ~~INSURED~~ ~~OR~~ ~~BY~~ ~~THE~~ ~~INSURER~~ ~~ON~~ ~~OR~~ ~~BEFORE~~ ~~THE~~ ~~EXPIRATION~~ ~~DATE~~ ~~OF~~ ~~THE~~ ~~POLICY~~ ~~OR~~ ~~THE~~ ~~DATE~~ ~~OF~~ ~~RECEIPT~~ ~~OF~~ ~~THIS~~ ~~CERTIFICATE~~ ~~BY~~ ~~THE~~ ~~INSURED~~ ~~OR~~ ~~BY~~ ~~THE~~ ~~INSURER~~ ~~ON~~ ~~OR~~ ~~BEFORE~~ ~~THE~~ ~~EXPIRATION~~ ~~DATE~~ ~~OF~~ ~~THE~~ 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DESCRIPTIONS (Continued from Page 1)

between the Named Insured and the Certificate Holder. The coverage afforded is pursuant to Section C., Who Is An Insured, Sub-Section 2f. Additional Insureds by Contract, Agreement or Permit, of the Business Liability Coverage Form, Form No. SS 00 08.

Insurance is primary and non-contributory per policy form.

A Waiver of Subrogation applies to General Liability, Auto Liability & Workers' Compensation coverages.

PROFESSIONAL LIABILITY DEDUCTIBLE: \$50,000 PER CLAIM
PROFESSIONAL LIABILITY RETRO-ACTIVE DATE: 9/1/1989

Named Insured: Quincy Engineering, Inc.
Insurer: Hartford Casualty Insurance Co.
Policy Number: 57SBALQ0466
Policy Period: April 20, 2010 - April 20, 2011

Additional Insured: City of Sacramento, Its Officials, Employees and Volunteers.

**EXCERPTS FROM: Hartford Form SS 00 08 04 05
BUSINESS LIABILITY COVERAGE FORM**

C. WHO IS AN INSURED

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

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

f. Any Other Party

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

(a) In the performance of your ongoing operations;

(b) In connection with your premises owned by or rented to you; or

(c) In connection with "your work" and included within the "products- completed operations hazard, but only if

(i) The written contract or written agreement requires you to provide such coverage to such additional insured; and

(ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard.

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

E.5. Separation of Insureds

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

a. As if each Named Insured were the only Named Insured; and

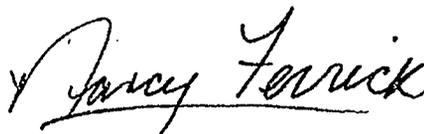
b. Separately to each insured against whom a claim is made or "suit" is brought.

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

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

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

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



Named Insured: Quincy Engineering, Inc.
Insurer: Hartford Casualty Insurance Co
Policy Number: 57UECIF7496
Policy Period: January 27, 2011 - January 27, 2012

Additional Insured: City of Sacramento, Its Officials, Employees and Volunteers

EXCERPTS FROM CA 00001 (1001)
HARTFORD BUSINESS AUTO COVERAGE

Additional Insured: SECTION II – LIABILITY COVERAGE

1. **WHO IS AN INSURED:** The following are “insureds”
 - c. Anyone liable for the conduct of an “insured”...but only to the extent of that liability.

Primary Insurance: SECTION IV – BUSINESS AUTO CONDITIONS

B. General Conditions - 5. Other Insurance

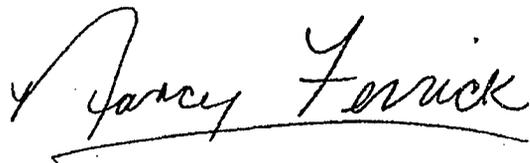
- a. For any covered “auto” you own, this Coverage Form provides primary insurance. For any covered “auto” you don’t own, the insurance provide by this Coverage Form is excess over any other collectible insurance.
- c. Regardless of the provisions of paragraph a. above, this Coverage Form’s Liability Coverage is primary for any liability assumed under an “insured contract”.

Cross Liability Clause: SECTION V – DEFINITIONS

G. “Insured” means any person or organization qualifying as an insured in the Who is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or “suit” is brought.

EXCERPTS FROM HA9916 (0302)
HARTFORD COMMERCIAL AUTOMOBILE BROAD
FORM ENDORSEMENT

15. **WAIVER OF SUBROGATION** – We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.



WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 03 76 (00) --

POLICY NUMBER: UB7608Y240

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS
ENDORSEMENT - CALIFORNIA
(BLANKET WAIVER)**

We have the 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.

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 % of the California workers' Compensation premium otherwise due on such remuneration.

Schedule

Person or Organization:

City of Sacramento
c/o EBIX BPO
P.O. Box 257
Ref# 106-Z327652
Portland, MI 48875-0257

Job Description:

Ref# 106-Z327652 / PN: T15105000.
ALL OPERATIONS OF THE NAMED
INSURED. A Waiver of Subrogation
applies in favor of City of
Sacramento, Its Officials,
Employees and Volunteers.

DATE OF ISSUE: 02/25/11

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)	
Business name, if different from above Quincy Engineering Inc	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Other (see instructions) ▶	<input type="checkbox"/> Exempt payee
Address (number, street, and apt. or suite no.) 3247 Ramos Circle	Requester's name and address (optional) <i>City of Sacramento</i>
City, state, and ZIP code Sacramento CA 95827	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
or
Employer identification number
68 0269312

Part II Certification

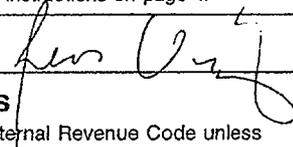
Under penalties of perjury, I certify that:

- 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 ▶



Date ▶

2-23-2011

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

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