



# City of Sacramento City Council

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915 I Street, Sacramento, CA, 95814  
[www.CityofSacramento.org](http://www.CityofSacramento.org)

**Meeting Date:** 11/8/2011

**Report Type:** Consent

**Title:** Rio Linda Blvd Bridge (24C-0129) Replacement and Main Ave Intersection Alignment (T15095200)

**Report ID:** 2011-00906

**Location:** North Sacramento ,District 2

**Recommendation:** Adopt a Resolution: 1) transferring funds in the amount of \$150,000 (Fund 2007); 2) authorizing the City Manager to execute a Professional Services Agreement in the amount of \$598,305 with Mark Thomas and Company, Inc. for the project; and 3) directing Staff to amend the Capital Improvement Program by appropriating \$197,060 (Fund 3703) to the project when the federal paperwork is received.

**Contact:** Ryan Moore, Supervising Engineer, (916) 808-8279; Nicholas Theocharides, Engineering Services Manager, (916) 808-5065

**Presenter:** None

**Department:** Transportation Department

**Division:** Funding & Project Development

**Dept ID:** 15001121

## **Attachments:**

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- 1- Description/Analysis
- 2 - Background Information
- 3 - Resolution
- 4 - Exhibit A - Location Map
- 5 - Agreement With Mark Thomas and Company

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### **City Attorney Review**

Approved as to Form  
Jerry Hicks  
11/2/2011 11:59:38 AM

### **City Treasurer Review**

Reviewed for Impact on Cash and Debt  
Janelle Gray  
10/25/2011 8:15:00 AM

### **Approvals/Acknowledgements**

Department Director or Designee: Jerry Way - 10/31/2011 1:52:37 PM

## Description/Analysis

**Issue:** Approval of the agreement is required to provide preliminary engineering, environmental services, and final design for the Rio Linda Boulevard Bridge (24C-0129) Replacement and Main Ave Intersection Alignment.

**Policy Considerations:** The action requested supports the City's Strategic Plan goals of improving and expanding public safety and achieving sustainability and enhancing livability.

### Environmental Considerations:

**California Environmental Quality Act (CEQA):** The approval of Professional Service Agreements are not considered a project as defined by Section 15378 of the California Environmental Quality Act guidelines. The recommended action involves no physical construction and has no potential to cause significant impact to the environment.

**Sustainability Considerations:** This project is consistent with the City's Sustainability Master Plan. It conforms to the Air Quality Focus Area by improving and optimizing transportation infrastructure.

**Other:** None.

**Commission/Committee Action:** None.

**Rationale for Recommendation:** A request for proposal (RFP) was advertised, and Mark Thomas and Company, Inc. was selected as the top-ranked consultant firm.

**Financial Considerations:** As of October 14, 2011 the total budget for the Rio Linda Boulevard Bridge Replacement Project (T15095200) is \$500,000 consisting of federal and local transportation funds and the unobligated balance is \$462,463. Approving the transfer of \$150,000 (Fund 2007) from the State and Federal Grant Match Project (T15007200) will increase the total unobligated balance to \$612,463 which is sufficient to execute the professional services agreement with Mark Thomas and Company, Inc. in the amount of \$598,305.

The \$150,000 from the State and Federal Grant Match Project (T15007200) is needed to fulfill match requirements and other non-participating preliminary engineering costs.

For preliminary engineering, there is \$619,710 in Federal Highway Bridge Program funds authorized, of which \$422,650 is currently within the project budget. When the federal paperwork is received additional funding in the amount of \$197,060 will be added to the project budget.

Upon receipt of the additional federal funding the total budget will be \$847,060 which will be sufficient to fund staff costs associated with permitting, environmental clearance, final design, preparation of construction documents and project advertisement.

As of October 14, 2011 the State and Federal Grant Match Project (T15007200) has a total budget and unobligated budget of \$621,459, which is sufficient to complete the transfer of \$150,000 (Fund 2007) to the Rio Linda Boulevard Bridge Replacement Project (T15095200).

There are no general funds are planned or allocated for this project.

**Emerging Small Business Development (ESBD):** This is a federally-funded project. Underutilized Disadvantaged Business Enterprise (UDBE) project participation requirements apply. E/SBE rules are held in abeyance. The contract award will comply with all federal UDBE participation requirements. Mark Thomas & Company has pledged 12.4% UDBE project participation, exceeding the 1.94% UDBE goal set for this project.

# Attachment 1

## Background

The intersection of Rio Linda Boulevard and Main Avenue currently has sub-standard geometric and operational features and is in need of improvement. The location is identified as the 15th priority in the Transportation Programming Guide for major roadway construction, and the 8th priority for bridge replacement or rehabilitation.

On March 31, 2009 the City Council established a CIP for the Rio Linda Boulevard Bridge Replacement Project (T15095200). The CIP completed a preliminary feasibility study that identified potential alternatives to replace the bridge and improve traffic operations at the intersection with Main Avenue. The proposed improvements include replacing the bridge, installing a traffic signal, and modifying the geometric design of the intersection.

In July 2010, FHWA issued authorization (E-76) for the City to begin preliminary engineering for the bridge replacement and complete the environmental documents. Staff advertised a Request for Proposals for engineering services to replace the bridge and improve the intersection. The City received a proposal from the following firms:

FIRM
Mark Thomas and Company
Nolte Vertical Five
AECOM
MGE Engineering
Precision Civil Engineering
*E/SBE rules are held in abeyance.

A panel of City staff from Engineering Services reviewed and evaluated the firm's written proposals based on experience, qualifications, and the proposed work plan for the project. Staff competitively ranked the written proposals and interviewed the highest two ranking firms. After interviews, the panel unanimously recommended selecting Mark Thomas and Company, Inc. for the project. Since then City staff has entered into negotiations with Mark Thomas and Company for the scope of services. This is a federally-funded project. Underutilized Disadvantaged Business Enterprise (UDBE) project participation requirements apply. E/SBE rules are held in abeyance.

For preliminary engineering, there are \$697,060 dollars in participating federal highway bridge program funds authorized. The project will need a total of \$150,000 (Fund 2007) in local transportation funds transferred from the State and Federal Grant Match Project (T15007200) into the project Rio Linda Boulevard Bridge Replacement Project (T15095200) to fulfill matching requirements and other preliminary engineering costs.

With the additional local transportation funds, the total budget for preliminary engineering will be \$847,060: this includes \$619,710 in federally reimbursable dollars, \$230,290 in local transportation funds for permitting, environmental clearance, final design, preparation of construction documents and project advertisement.



**RESOLUTION NO.**

Adopted by the Sacramento City Council

**RESOLUTION TO TRANSFER AND APPROPRIATE FUNDS AND AWARD A PROFESSIONAL SERVICES AGREEMENT FOR THE RIO LINDA BOULEVARD BRIDGE REPLACEMENT PROJECT (T15095200)**

**BACKGROUND**

- A. DOT advertised a Request for Proposals for consultant services to perform preliminary engineering, attain environmental approval and prepare the final design for the Rio Linda Boulevard Bridge Replacement Project (T15095200). A panel of City staff from Engineering Services reviewed and evaluated the firm’s written proposals based on experience, qualifications, and a proposed work plan for the project. Based on this, the panel held interviews to select the top-ranked firm which was determined to be Mark Thomas and Company, Inc.
  
- B. The transfer of local transportation funds are sufficient to execute the Professional Services Agreement and proceed with preliminary engineering.

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

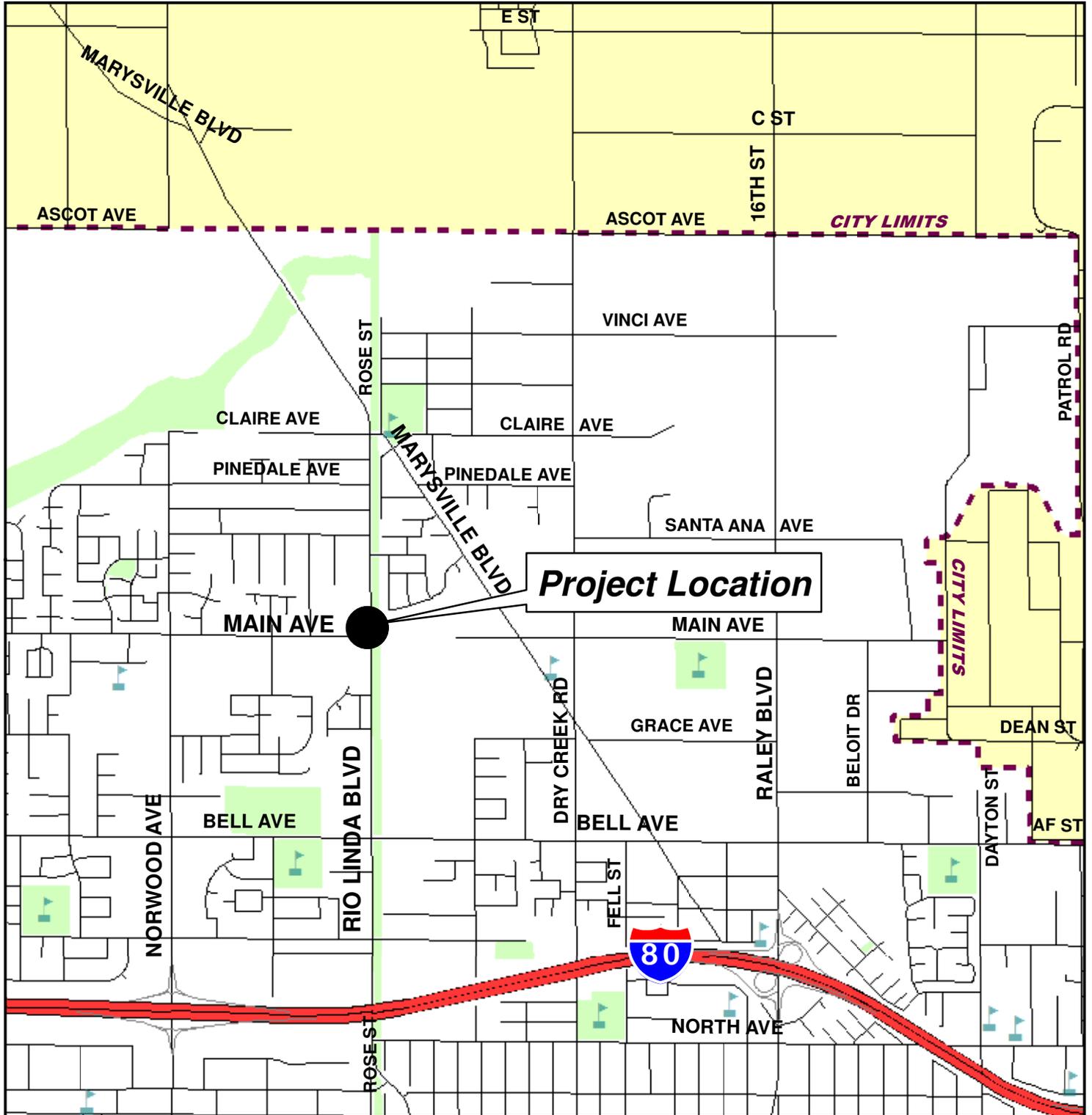
- Section 1. The FY11/12 Capital Improvement Program budget is amended by transferring \$150,000 (Fund 2007) from the State and Federal Grant Match Project (T15007200) to the Rio Linda Boulevard Bridge Replacement Project (T15095200).
  
- Section 2. The City Manager is directed to execute a Professional Services Agreement with Mark Thomas and Company, Inc. in the amount of \$598,305.
  
- Section 3. When the federal paperwork is received, staff is directed to amend the Capital Improvement Program by appropriating \$197,060 (Fund 3703) to the Rio Linda Boulevard Bridge Replacement Project (T15095200).

**Table of Contents:**

Exhibit A: Location Map



# Location Map for Rio Linda Boulevard Bridge Replacement (T15095200)





PROJECT #: T15095200  
 PROJECT NAME: Rio Linda Blvd. Bridge Replacement and Main Ave Intersection Alignment Project  
 DEPARTMENT: Transportation  
 DIVISION: Engineering Services

CITY OF SACRAMENTO

PROFESSIONAL SERVICES AGREEMENT FOR DESIGN SERVICES

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

**THIS AGREEMENT** is made at Sacramento, California, as of November 8, 2011, by and between the **CITY OF SACRAMENTO**, a municipal corporation ("CITY"), and

*Mark Thomas & Company, Inc.  
 7300 Folsom Blvd, Suite 203  
 Sacramento, CA 95826  
 Phone (916) 381-9100 / Fax(916) 381-9180*

("CONTRACTOR"), who agree as follows:

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

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

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

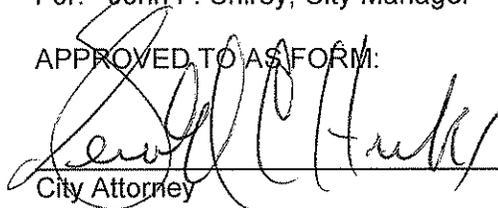
Executed as of the day and year first above stated.

**CITY OF SACRAMENTO**  
A Municipal Corporation

By: \_\_\_\_\_  
Print name: \_\_\_\_\_  
Title: \_\_\_\_\_

For: John F. Shirey, City Manager

APPROVED TO AS FORM:

  
\_\_\_\_\_  
City Attorney

ATTEST:

\_\_\_\_\_  
City Clerk

**Attachments**

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

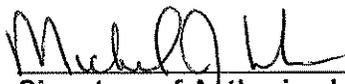
**CONTRACTOR:**

Mark Thomas & Company, Inc.

NAME OF FIRM  
94-1451490  
Federal I.D. No.  
135-6686-4  
State I.D. No.  
80887  
City of Sacramento Business Op. Tax Cert. No.

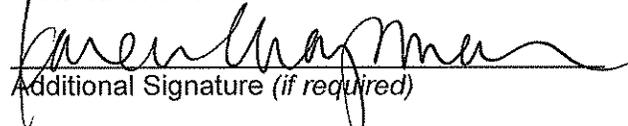
TYPE OF BUSINESS ENTITY (check one):

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

  
\_\_\_\_\_  
Signature of Authorized Person

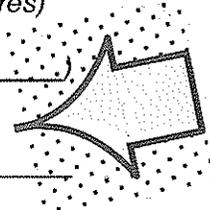
Michael J. Lohman, President

Print Name and Title

  
\_\_\_\_\_  
Additional Signature (if required)

Karen Chapman, Secretary

Print Name and Title



**DECLARATION OF COMPLIANCE  
Equal Benefits Ordinance**

Name of Contractor: Mark Thomas & Company, Inc.

Address: 7300 Folsom Blvd, Suite 203, Sacramento, CA 95826

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

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

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

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

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

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

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

  
\_\_\_\_\_  
Signature of Authorized Representative

10-25-11  
\_\_\_\_\_  
Date

Michael J. Lohman  
\_\_\_\_\_  
Print Name

President  
\_\_\_\_\_  
Title

EXHIBIT A

PROFESSIONAL SERVICES AGREEMENT FOR DESIGN SERVICES

SCOPE OF SERVICES

1. **Representatives.**

The CITY Representative for this Agreement is:

*Jesse Gothan, Project Manager  
915 I Street, Room 2000  
Sacramento, CA 95814  
Phone (916) 808- 6897 / Fax (916) 808-8281 / email:jgothan@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:

*Matt Satow, PE  
Mark Thomas & Company, Inc.  
7300 Folsom Blvd, Suite 203  
Sacramento, CA 95826  
Phone (916) 381-9100 / Fax (916) 381-9180 / E-mail msattow@markthomas.com*

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 November 8, 2011 through June 30, 2013, or in accordance with the schedule, set forth in the scope of services.

**Scope of Work**  
**Rio Linda Blvd. Bridge Replacement**  
**and Main Avenue Intersection Alignment Project**

**1 Project Management**

**1.1 Project Development Team (PDT) Meetings**

There will be a "Project Development Team" created for this project, which will include representation from the design team, City staff, and subconsultants or agency representatives as appropriate. We will begin with a project Kick-Off Meeting to ensure mutual understanding of the intended purposes, objectives, milestones and deliverables of the project. Thereafter, meetings will generally be held monthly or centered on key project milestones. MTCO will take the lead in conducting the meetings including preparation and distribution of the meeting agenda, arrangement of attendance of meeting participants, and preparation and distribution of meeting minutes, including the recap of actions to be taken prior to the next meeting. This scope assumes a total of 18 PDT meetings.

**1.2 Client/Subconsultant Project Management**

MTCO will perform ongoing general project coordination with the client and subconsultants including maintaining project files, holding focused design coordination meetings, and preparing memo's, letters, e-mail, and phone calls necessary to manage the project.

**1.3 Agency Coordination**

MTCO will perform ongoing general project coordination with Caltrans and the City including holding design review meetings, preparing checklists and submittals consistent with State and City guidelines, and ensuring Caltrans HBP processes are followed and supporting approval documents are obtained.

**1.4 Prepare/Update Project Schedules**

At the project Kick-Off meeting MTCO will distribute a master Critical Path Method (CPM) schedule as a draft for review by the PDT. The draft CPM schedule will then be updated using comments received from the PDT. The CPM schedule (created in Microsoft Project) will be updated monthly and submitted with each invoice.

**1.5 Monthly Progress Reports**

MTCO will prepare monthly status spreadsheets with each of the invoices submitted for payment. The spreadsheet will show the original budget, reallocated budget, amount spent to-date, amount spent this period, and percentage spent to-date for each task. Accompanying the spreadsheet will be a brief written summary. This scope assumes a total of 24 monthly progress reports.

## **1.6 Quality Assurance/Quality Control**

MTCO will complete the Caltrans design checklist and perform an independent review of each submittal during the agency review. Matt Brogan from MTCO will be assigned as Quality Control Manager for this project. As such, he will be responsible for internal and external quality control measures (i.e. verifying sound design practices internally, and verifying that the subconsultants are using most recent information).

### **Task 1 Deliverables:**

- **Agenda and Minutes for each PDT meeting (18 total)**
- **Project Schedule & Updates (18 total)**
- **Monthly Progress Summary (18 total)**

## **2 Preliminary Engineering**

### **2.1 Data Gathering/Technical Memo Review/Field Review**

MTCO will collect publicly available records & mapping including records of survey, subdivision maps, parcel maps, corner records, City mapping and as-built plans. MTCO will review the Technical Memorandum Report and develop concepts for the construction of the new structure and realigned intersection. Also as a part of this task a Field Review Meeting will be conducted. The purpose of this meeting is to familiarize the design team with the project site.

### **2.2 Hydraulic and Hydrologic Studies**

#### **2.2.1 Data Review**

WRECO will review available data, including previous studies, provided by the City and the Project Team. Key information to review will be the available hydrologic and hydraulic data for Magpie Creek.

#### **2.2.2 Field Reconnaissance**

WRECO will conduct a field reconnaissance to assess the existing conditions in the vicinity of the Project site.

#### **2.2.3 Hydrologic Review**

WRECO will coordinate with the City and SAFCA to confirm the most recent Magpie Creek hydrology. WRECO will research available data from Sacramento County and SAFCA and perform a frequency analysis.

#### **2.2.4 Hydraulic Analyses**

WRECO will perform hydraulic analyses to determine the design flow characteristics for the existing condition and the proposed bridge. WRECO will coordinate with the Project Team to obtain the surveyed creek cross-sections and integrate the updated cross-sections and the new bridge design into the hydraulic model.

### **2.2.5 Bridge Location Hydraulic Study**

WRECO will perform a Location Hydraulic Study and conduct a floodplain risk assessment for the proposed Project. WRECO will identify, quantify and evaluate any potential impacts on the floodplain encroachment and floodplain values. WRECO will research the issue of debris plugging and work with the Project Team to identify if there are any potential risks to the new bridge design. WRECO will prepare a Bridge Location Hydraulic Study Report, which will include the standard Summary of Floodplain Encroachment Form and technical discussions.

*Deliverables: Bridge Location Hydraulic Study Report (Draft, Draft Final and Final)*

### **2.2.6 Bank Erosion and Scour Analyses**

WRECO will assess the stability of existing banks and perform a bank erosion analysis. WRECO will also perform a bridge scour analysis to determine the scour potential for the proposed Project per the methodology specified in the Federal Highway Administration's HEC-18 and HEC-23 Manuals. WRECO will make recommendations on necessary bank protection measures and scour countermeasures.

### **2.2.7 Bridge Design Hydraulic Study Report**

WRECO will prepare a Bridge Design Hydraulic Study Report to summarize the recommendations and results from the hydraulic, bank erosion and scour analyses. The report will include all detailed hydraulic model output.

*Deliverables: Bridge Design Hydraulic Study Report (Draft, Draft Final and Final)*

## **2.3 Geotechnical Engineering Studies**

BCI will complete Draft and Final Foundation Reports for design of the proposed structure at Magpie Creek to replace the existing bridge. BCI will also prepare a Geotechnical Report containing geotechnical design recommendations for widening approximately 400 feet of Rio Linda Boulevard, widening/realignment of approximately 600 feet of Main Avenue into a right angle intersection and relocation of a sewer pipeline.

BCI will obtain an encroachment permit from the City for drilling. BCI assumes that the City will waive the encroachment permit fees and bond requirements. We assume that the client and/or City will provide any rights-of-entry for site access along Main Street and Rio Linda Boulevard. Based on our review of available ground water data for Sacramento County, we do not expect that a County Health Permit will be required to complete the borings.

Based on our experience with similar projects, BCI will drill, log and sample two (2) exploratory borings to depths of 30 to 40 feet below existing grade (one in the vicinity of each abutment) to obtain subsurface information and soil samples for testing. Based on our site review, the borings will be located within the shoulder and/or landscape areas along Main Street and Rio Linda Boulevard. BCI will provide traffic control for shoulder work ahead with signs/cones without flaggers.

BCI will prepare and submit a Draft Foundation Report. The report will include recommendations for bridge design in general accordance with current Caltrans guidelines.

BCI will perform a visual pavement evaluation that will describe the general pavement condition (i.e., poor, fair, and good) and identify individual areas/zones exhibiting severe pavement distress (e.g., rutting, alligator cracks, potholes, large patches, etc.).

To evaluate subsurface conditions for design of roadway improvements and underground utilities, BCI will drill, log and sample one exploratory boring to a depth of 10-15 feet below existing grade along Main Street to obtain subsurface information and soil samples for testing. We will supplement the boring with hand-excavated bulk samples at 1 to 2 locations to depths of 2 to 3 feet in the roadway shoulder areas to obtain samples for laboratory testing. BCI will also use boring data from our Foundation Report task to prepare the Geotechnical Report.

Based on our site review, the boring and bulk sample locations will be located within the unpaved shoulder and/or landscape areas along Main Street and Rio Linda Boulevard. BCI will provide traffic control for shoulder work ahead with signs/cones without flaggers.

BCI will prepare and submit a Draft Geotechnical Report. Following receipt of all Draft Geotechnical Report review comments, BCI will prepare and submit a Final Geotechnical Report incorporating the comments as necessary.

#### **2.4 Geometric Approval Drawings**

MTCO, in coordination City Staff, will prepare drawings to illustrate the preliminary layout of signals, striping, pedestrian appurtenances, drainage, and other improvements for the purpose of geometric approval. Preliminary concepts will be developed and presented to the City. After feedback is gathered at the meeting, MTCO and the City will present the concepts to Caltrans. The concepts will include traffic operation analysis for each alternative. Once the preferred alternative is agreed upon, the GAD will be prepared for approval.

#### **2.5 Signal Design Concept Report**

The City of Sacramento typically requires the preparation of a TSCR for planned traffic signals. Based on their past experience in preparing these studies, Fehr & Peers will prepare a TSCR for the Rio Linda Boulevard/Main Avenue intersection. The TSCR will include the following information (much of this information is being developed for Task 1):

- Existing peak hour traffic volumes and lane configurations
- Cumulative peak hour traffic volumes
- Evaluation of applicable traffic signal warrants
- Overview of surrounding land uses, bicycle, pedestrian, and transit facilities in study area
- Description of planned intersection improvements such as:
  - Traffic signal operation (e.g., signal phasing, vehicle detection, emergency vehicle pre-emption, RT vehicle pre-emption)
  - appropriate vehicle type for design

- any design exceptions
- pedestrian facilities
- Analysis of planned intersection improvements including:
  - level of service and delay
  - vehicle queuing
  - access to adjacent properties

The TSCR will also include figures and technical calculations as appropriate.

This task will assume the City of Sacramento will review the draft report. We have budgeted four hours of staff time to respond to comments on the draft report, and then finalize the report.

## **2.6 Structure Type Selection Report**

DHA will prepare and submit a Type Selection Report to the City for their review. The Type selection report will contain a General Plan, a General Plan Estimate and a Foundations Plan for two structure alternatives for the preferred creek alternative. The report will also include a memorandum addressing geotechnical, hydraulic, utility, environmental and cost issues along with our recommended creek alignment and structure type.

## **2.7 Caltrans HBP Funding/Local Programs Compliance**

DHA will provide oversight to MTCO to ensure the project is developed in accordance with the guidelines presented in the current Local Assistance Procedures Manual. DHA will assist MTCO in adhering to the requirements of Caltrans Local Assistance Program Guidelines Manual (LAPG). This task includes any work involved in coordinating with Caltrans, including, but not limited to, Caltrans District 3, Structures OSLA, and Headquarters. Potential work elements under Caltrans jurisdiction include approval of bridge type selection, approval of preliminary engineering report, and approval of HBP funding.

DHA will review the project for HBP participation and assist the team in arriving at a preferred alternative that maximizes both the HBP participation and potentially minimizes future costs of the Main Avenue extension. This task includes identifying the potential HBP non-participating items, strategizing solutions for full HBP participation and preparing the justification for the various items.

DHA will review the Rehabilitation vs. Replacement memorandum (prepared by MTCO) to ensure the best opportunity for Caltrans approval.

## **2.8 Project Report**

MTCO will prepare a Project Report which will narrate the results and/or conclusions from the preliminary engineering tasks above. Technical Studies, Structure Type Selection, and GAD's will be included in the appendix.

### **Task 2 Deliverables:**

- **Draft, Draft Final and Final Bridge Location Hydraulic Report (4 copies)**

- Draft, Draft Final and Final Bridge Design Hydraulic Report (4 copies)
- Draft and Final Foundation Report (4 copies)
- Draft and Final Geotechnical Report (4 copies)
- Draft and Final GADs (4 copies)
- Draft and Final Signal Design Concept Report (4 copies)
- Draft and Final Type Selection Report (4 copies)
- HBP Request for Authorizations for Right of Way and Construction
- Justification Memorandum for additional funding request
- Life Cycle Cost Analysis
- Draft and Final Project Report (4 copies)

### **3 Survey and Right of Way**

#### **3.1 Supplemental Topography**

MTCO will perform field topographic survey to supplement the LIDR mapping previously conducted by the City. This field survey will locate topographic features within the projects limits that may affect design. These features may include curb, gutter and sidewalks, trees (6" dbh and larger, oaks, special), utility poles, fences, signs, driveways, ditches, culverts, manholes (rim and inverts), drop inlets/catch basins (rim and inverts), visible evidence of underground utilities (including valves, paint marks, pin flags, trench patches), and overhead wires. Data collected from the supplemental topographic survey will be incorporated with the aerial base mapping from which an integrated digital terrain model and topographic mapping at a scale of 1" = 40' with one-foot contour interval will be prepared for the project. The final digital terrain model will be provided to the City on CD-ROM in AutoCAD format.

#### **3.2 Control Surveys/Levels**

Using available record maps, MTCO will identify appropriate monuments and Right of Way corners. Field crews will attempt to locate pertinent monuments to establish the alignment of the roadways. MTCO also will set temporary field control, including temporary benchmarks, for use in topographic surveys. The survey crews will conduct closed differential level circuits as appropriate for the length of the project. A digital level will be used to increased efficiency. The survey will be based horizontally on the California Coordination Systems of 1983 (CCS83) and vertically on the County of Sacramento Benchmark System, National Geodetic Vertical Datum of 1929 (NGVD29).

#### **3.3 R/W Retracement Surveys**

MTCO will conduct right of way research and conduct field surveys of existing right of way and affected property lines within the proposed interchange footprint. Preliminary Title Reports, vesting documents, backup and supporting documents will be necessary for up to 6 parcels; it is assumed that these title reports will be acquired by the City. Each report will be processed and reviewed; MTCO will plot encumbrances that may affect the potential Right of Way acquisitions. Record information will be

compared to field information to determine the location of the right of way, property lines and easements. The result of the resolved right of way and processed title reports will be compiled into working drawings referred to as the project Land Net.

#### **3.4 Prepare Land Net & Survey Control Diagram**

MTCO will prepare a Right of Way exhibit to show current information regarding parcel ownership and Right of Way boundaries within the project limits including record property lines, easements, and encumbrances with sufficient detail to support the Right of Way appraisal and acquisition process. A Survey Control Diagram incorporating project control and monumentation necessary for the construction of the project will be prepared and incorporated into the construction documents.

Preparing a pre-construction Record of Survey is not included in the scope. However, this service can be useful for the City especially if the project is prolonged or if there is potential development in the vicinity. Should this service be required, MTCO can provide it under a separate scope and fee proposal.

#### **3.5 Appraisal Key Map**

An appraisal key map will be prepared. This key map will blend the existing right of way data from the Retracement Survey along with the required right of way for the bridge project. Additionally, this map will show screened topographic information and the data for parcel acquisition, including the Assessor Parcel Number, owner names and areas. Right of Way appraisal, acquisition, condemnation services are assumed to be provided by the City.

#### **3.6 Acquisition Plats and Legal Descriptions**

MTCO will prepare plat maps and legal descriptions for 6 acquisitions and 6 Temporary Construction Easements (TCE). Resolutions of Necessity documents are not included in this scope of work. It is assumed the City will prepare deeds and associated property transfer documents.

#### **3.7 Acquisition Support Services**

MTCO will prepare hand sketches or basic 8.5x11 AutoCAD exhibits to assist the appraiser and property owner in understanding the area of land required for acquisition. Typically these exhibits use color, low resolution, aerial images to help orient the property owner. One (1) exhibit will be prepared for each parcel with an acquisition (assume 8 total). Delineating the proposed acquisition in the field ("Show Me Stakes") are not included in the scope. However, this service can be useful for property owners to visualize the effect of the acquisition on their property and is often helpful in negotiations. Should this service be required, MTCO can provide it under a separate scope and fee proposal.

#### **Task 3 Deliverables:**

- **Final Digital Terrain Model (2 copies on CD)**

- Appraisal Key Map (4 full size copies (24"x36"))
- Plat and Legal Descriptions (6 parcels assumed)

## 4 Environmental Document

### 4.1 Preliminary Environmental Study (PES) Form

A draft PES form has been prepared. The technical information in this PES form is still valid and there are no new environmental constraints. Following a scheduled field visit with the City and Caltrans, Dokken Environmental will obtain approval on this form.

### 4.2 Technical Studies: Cultural Resources

Dokken Engineering shall prepare documentation in accordance with Section 106. This work shall include the efforts to record archaeological and historical resources identified within the study area. Work will include: Archaeological Survey Report (ASR), Historic Property Survey Report (HPSR), Area of Potential Effects (APE) Map, Native American Coordination, Field Survey

### 4.3 Technical Studies: Biological Resources

Dokken Engineering will prepare a NES that will include a description of the field methods used and the results of the biological assessment of the project area. The report will list plant and animal species present, along with a general description of the plant communities occurring within the project area. If any sensitive resources are found on the site, Dokken Engineering will prepare, and include in the NES, a graphic displaying the location of the sensitive resources observed. The report also will contain tables describing sensitive species and their habitats that are present or potentially present; it also will identify and assess project impacts on the existing biological resources, including any sensitive species. Mitigation measures will be included as necessary. Work will include: Natural Environment Study (NES), Jurisdictional Delineation, Endangered Species Act Consultation, Other technical studies will include: Noise Memorandum (construction only), Air Quality Memorandum (construction only), Hazardous Waste Initial Site Assessment, Water Quality Assessment (technical memorandum)

### 4.4 Technical Studies: Traffic Analysis

Fehr & Peers will use available traffic data to calculate the existing average delay and level of service (LOS) at the Rio Linda Boulevard/Main Avenue intersection. Fehr & Peers will also document daily traffic volumes on the study roadways. Fehr & Peers will describe existing transit, bicycle, and pedestrian facilities in the project vicinity. Fehr & Peers will reanalyze the Rio Linda Boulevard/Main Avenue intersection for the following scenarios: Existing Plus Proposed Improvements, Cumulative No Project, Cumulative Plus Proposed Improvements

The cumulative traffic forecasts will be derived from the City of Sacramento 2030 General Plan and Draft EIR. Fehr & Peers will review the proposed improvements for conformity with applicable transportation-related policies in the City's General Plan. Any potential inconsistencies will be noted.

Fehr & Peers will also provide input to the Mark Thomas & Company team regarding the turn pocket lengths, medians, and other geometric considerations.

Fehr & Peers will summarize the data, analysis, and findings of the focused traffic study in a technical memorandum. Up to four hours of staff time have been budgeted four hours to respond to comments on the draft memo, and then finalize the memo.

Fehr & Peers will evaluate the proposed construction staging plan. This analysis will include a discussion of the effects of any construction closures/detours and the effect on adjacent intersections. The analysis will evaluate the impacts of the construction staging plan at up to three (3) adjacent intersections or roadway segments. The severity (i.e., LOS degradation) and duration of those effects will be described along with any recommended improvement measures (e.g., signal timing changes, detour signage, etc.) Fehr & Peers will summarize the analysis and findings of the construction staging impacts in a technical memorandum.

#### **4.5 Prepare Environmental Document**

Dokken Engineering will incorporate the purpose and need, project description, and the technical studies into the draft document. Dokken Engineering will prepare sections for Human Environment, Physical Environment, Biological Environment and Cumulative Impacts, including the acquisition of real property rights required for the project. The Initial Study (IS) (Proposed Mitigated Negative Declaration [MND])/Categorical Exclusion (CE) will determine if the project will have any significant adverse effects on the environment under both state and federal standards, identify potential mitigation measures for such impacts, and determine if the mitigation measures reduce all impacts below a level of significance. Work will include: Prepare Draft Environmental Document, Public Circulation and Public Meeting, Prepare Responses to Comments, Mitigation Monitoring Plan, Final Environmental Document, Prepare Notice of Determination (NOD) and NEPA CE, Habitat Monitoring Plan.

##### **Task 4 Deliverables:**

- **Approved PES form (2 copies)**
- **Technical Studies (Cultural, Biological and Traffic) (2 copies)**
- **Draft CEQA Environmental Document (4 copies)**
- **Mitigation and Monitoring Plan (4 copies)**
- **Final CEQA Environmental Document (4 copies)**
- **Notice of Determination (4 copies)**
- **NEPA Categorical Exclusion (4 copies)**

## **5 Permitting & Utility Coordination**

- ### **5.1 Permits: Section 404 of the Clean Water Act, Section 401 of the Clean Water Act, CA Dept of Fish & Game – Streambed Alteration Agreement**

Dokken Engineering will initiate the process of obtaining environmental permits. This will include meeting with each regulatory agency: Central Valley RWQCB 401 Clean Water Certification, Section 404 ACOE, and Section 1602 Streambed Alteration Agreement from the CDFG to familiarize them with the project and its impacts on their jurisdictional water features. While the above permits are scheduled to be procured during the PS&E phase of the project (so that final design calculations are nearly complete), Dokken Engineering will facilitate this early coordination to ensure early concurrence. It is assumed that the City will provide permit fees. These fees are estimated to be less than fifteen thousand dollars made payable to the CDFG and RWQCB.

## **5.2 Utility Coordination**

MTCO will prepare and mail (on City letterhead) "A", "B", and "C" Utility Plans per the City of Sacramento Standards. MTCO will map the existing utilities based on as-built plans, utility maps, field observation, and topographic surveys of above-ground utilities. If conflicting utilities are identified, MTCO will coordinate with the utility companies to relocate their facilities. It is anticipated the utility companies will prepare their own relocation plans. Although not included in this scope of work, MTCO can obtain a potholing company to perform non-intrusive vacuum excavation at critical locations to determine the positive location of conflicting utilities.

### **Task 5 Deliverables:**

- **Completed Permit Packages for Regulatory Agencies listed in 5.1 (2 copies)**
- **Utility A, B and C Plan letters for City Signature (2 copies)**

## **6 Public Outreach**

AIM Consulting will develop an outreach program for residents, property owners, business owners and other community-based organizations. AIM will maintain an on-going stakeholder database and develop a mailing list for the public meetings. AIM will coordinate two (2) public meetings in conjunction with the environmental process. AIM will work with the City to develop a postcard notification for the meetings.

### **Task 6 Deliverables:**

- **Stakeholder Database (2 copies)**
- **Postcard Notifications for Public Meetings (2 meetings assumed)**

## **7 Design**

### **7.1 60% Plans**

This submittal represents a complete set of "unchecked" plans. The content will represent a biddable plan set; it has not been through our QC checklist. The structure shall be designed using Load Resistance Factor Design following "AASHTO LRFD Bridge Design Specifications, 4th edition with the 2008 interims

and the California Amendments. For seismic design Caltrans Seismic Design Criteria (Version 1.6) will be followed. F&P will also coordinate with SMUD in identifying electrical service point for traffic signal and street lighting. Based on the Signal Design Concept Report, F&P will prepare 60% PS&E for traffic signal and street lighting. MTCO will prepare for, and attend the City's Senior Manager's Committee, to present the proposed project and discuss potential design issues. This scope excludes signal interconnect plans as the adjacent signals are approximate 0.5-miles away from the project signal.

Deliverables: 5 sets of 11"x17" plans

## **7.2 Independent Check**

Upon receiving the unchecked plans from DHA, MTCO will perform an independent design review of the bridge plans. In addition to reviewing the plans, MTCO will perform independent calculations verifying support loads to verify foundations used. MTCO will also prepare a set of independent bridge check quantities and reconcile quantities with DHA as necessary.

**This scope assumes that the proposed bridge will be a pre-fabricated precast concrete structure. Independent calculations for the pre-fabricated bridge will not be performed**

## **7.3 90% Plans**

This submittal represents a complete Final PS&E, biddable plan package. Major design features have been reviewed; however, because of the review comments received for the 60% submittal, there may be some plan details that will be submitted for the first time. From this point, all minor "clean-up" revisions will occur. Plans are at the level ready for a detailed quality control check and ready for utility companies to begin relocation design ("B" Plans). MTCO will perform a site review with plans in hand to assess constructability of the project and make changes prior to the PS&E package submittal. MTCO will perform, with a senior engineer, an in-house quality control check of the product.

Deliverables: 5 sets of 11"x17" plans and special provisions

## **7.4 100% Plans**

This submittal represents a completed Bid Set, ready for bidding. Major design features have been reviewed at least twice at this stage. The plan package is to a point where the City project manager can verify that the previous comments were incorporated and no internal City circulation is required.

Deliverables: 5 sets of 11"x17" plans and special provisions

## **7.5 Special Provisions**

MTCO will prepare Special Provisions for the project. The special provisions will be a combination of Caltrans general provisions and the City's technical provisions. The special provisions will be submitted at the 90% and the 100% plan reviews.

## **7.6 Estimates**

MTCO will prepare preliminary construction cost estimates and submit them with each plan submittal. This estimate will be comprised of unit prices placed on detailed quantity and check quantity calculations. Construction costs for the estimate will be developed using current bid results from similar projects, Caltrans data base information and from Caltrans latest Construction Cost Manual. MTCO will also prepare preliminary costs for up to three alternatives during the preliminary design phase.

### **Task 7 Deliverables:**

- **PS&E (60%, 90% and 100%) - (5 copies – 11"x17")**
- **Special Provisions (delivered with 90% and 100% submittals) – (5 copies)**

## **8 Bidding and Construction Assistance**

### **8.1 Bidding Assistance**

MTCO and subconsultants will provide assistance, as required, to the City during bidding of the project. The work may include answering questions from prospective bidders, assisting the City in the preparation of addenda to the PS&E during the advertisement period, and providing consultation and interpretation of the construction documents. An allowance has been provided for Bidding Assistance and will be charged on a time and materials basis.

### **8.2 Construction Assistance**

MTCO and subconsultants will provide assistance, as required, to the City during construction of the project. The work may include responding to Request for Information (RFI), reviewing shop drawings, attending construction meetings, etc. An allowance has been provided for Construction Assistance and will be charged on a time and materials basis.

### **8.3 Record Drawings**

MTCO and subconsultants will provide Record Drawings to the City after construction is complete. These drawings will be based on red-lined as-builts provided by the City construction manager or City contractor.

### **Task 8 Deliverables:**

- **Final Record Drawings on CD Rom (2 copies)**

## 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 Five Hundred Ninety Eight Thousand Three Hundred Five Dollars (\$598,305.00).
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:

*Jesse Gothan, Project Manager  
915 I Street, Room 2000  
Sacramento, CA 95814*

*Phone (916) 808- 6897 / Fax (916) 808-8281 / email:jgothan@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.



COST PROPOSAL

CONTRACT No. Rio Linda Boulevard Bridge Replacement Date 03/03/11  
CONSULTANT Fehr & Peers

DIRECT LABOR

Classification	Name	Range	Hours	Initial Hourly Rate	Total
Senior Associate II	Kristin Calla		22.0 @	\$ 56.25	\$ 1,237.50
Sr. Eng Tech III	James Sellards		46.0 @	\$ 39.90	\$ 1,835.40
Sr. Eng Tech	Beverly Willett		48.0 @	\$ 25.24	\$ 1,211.52
Administrative	Multiple		8.0 @	\$ 21.63	\$ 173.04
Principal	John Gard		36.0 @	\$ 74.28	\$ 2,674.08
Engineer/Planner	TBD		80.0 @	\$ 30.29	\$ 2,423.20
Senior Engineer	Dave Stanek		4.0 @	\$ 48.08	\$ 192.32
			0.0 @	\$ 0.00	\$ -
			0.0 @	\$ 0.00	\$ -
			0.0 @	\$ 0.00	\$ -
			0.0 @	\$ 0.00	\$ -
			0.0 @	\$ 0.00	\$ -

Subtotal Direct Labor Costs \$ 9,747.06  
Anticipated Salary Increases (5% for one year) \$ 487.35

Total Direct Labor Costs \$ 10,234.41

FRINGE BENEFITS

	Rate	Total
Fringe Benefits	54.77%	\$ 5,605.39
<b>Total Fringe Benefits</b>		<b>\$ 5,605.39</b>

INDIRECT COSTS

Overhead/General and Administrative	136.08%	\$ 13,926.99
<b>Total Indirect Costs</b>		<b>\$ 13,926.99</b>

FEE @ 10% \$ 2,976.68

OTHER COSTS

Mileage	\$ 250.00
Reproductions Costs (out of office blue lines, xerox, binding)	\$
Traffic Counts	\$ 800.00
Mail & Delivery Services (California Overnight and Postage)	\$ 206.53
<b>Total Other Costs</b>	<b>\$ 1,256.53</b>

TOTAL COSTS \$ 34,000.00

COST PROPOSAL

CONTRACT No. Rio Linda Blvd Bridge Replacement & Main Ave Alignment Date # 06/10/11  
CONSULTANT Mark Thomas & Co.

DIRECT LABOR

Classification	Name	Range	Hours	Initial Hourly Rate	Total
	Rob Himes		24.0	@ \$ 90.00	\$ 2,160.00
	Matt Satow		300.0	@ \$ 72.00	\$ 21,600.00
	Structures PM		28.0	@ \$ 65.70	\$ 1,839.60
	Derek Minnema		352.0	@ \$ 44.50	\$ 15,664.00
	Julie Passalacqua		56.0	@ \$ 44.40	\$ 2,486.40
	Albert Deleon		40.0	@ \$ 56.20	\$ 2,248.00
	Matt Stringer		110.0	@ \$ 48.60	\$ 5,346.00
	Ryan Michalak		160.0	@ \$ 28.00	\$ 4,480.00
	2-Person Survey Crew		64.0	@ \$ 69.50	\$ 4,448.00
	Aaron Silva		600.0	@ \$ 36.00	\$ 21,600.00
	Matt Brogan		16.0	@ \$ 72.00	\$ 1,152.00
	Truong Nguyen		68.0	@ \$ 31.20	\$ 2,121.60
	Galina Boyko		344.0	@ \$ 25.90	\$ 8,909.60
			0.0	@ \$ 0.00	\$ -
			0.0	@ \$ 0.00	\$ -

Subtotal Direct Labor Costs \$ 94,055.20  
Anticipated Salary Increases (5% for one year) \$           

Total Direct Labor Costs \$ 94,055.20

FRINGE BENEFITS

Fringe Benefits	Rate	Total	
	44.50%	\$ 41,854.56	\$ 41,854.56
Total Fringe Benefits			\$ 41,854.56

INDIRECT COSTS

Overhead/General and Administrative	110.73%	\$ 104,147.32	\$ 104,147.32
Total Indirect Costs			\$ 104,147.32

FEE @ 10% \$ 24,005.71

OTHER COSTS

Title Reports	\$ 4,800.00
Reproductions Costs (out of office blue lines, xerox, binding)	\$ 10,000.00
Photographic Film & Processing	\$ -
Mail & Delivery Services (California Overnight and Postage)	\$ 200.00
Total Other Costs	\$ 15,000.00

TOTAL COSTS \$ 279,062.80

**COST PROPOSAL**

CONTRACT No. CITY OF SACRAMENTO, RIO LINDA BLVD BRIDGE Date Rev. 05/04/11  
 CONSULTANT AIM Consulting, Inc.

**DIRECT LABOR**

Classification	Range	Hours	Initial Hourly Rate	Total
Outreach Manager		53.0 @	\$ 53.00	\$ 2,809.00
Project Coordinator		59.0 @	\$ 22.75	\$ 1,342.25
Graphic Designer		4.0 @	\$ 37.90	\$ 151.60
		@	\$ 22.75	\$ -
		0.0 @	\$ 0.00	\$ -
		0.0 @	\$ 0.00	\$ -
		0.0 @	\$ 0.00	\$ -
		0.0 @	\$ 0.00	\$ -
		0.0 @	\$ 0.00	\$ -
		0.0 @	\$ 0.00	\$ -
		0.0 @	\$ 0.00	\$ -
		0.0 @	\$ 0.00	\$ -

Subtotal Direct Labor Costs \$ 4,302.85  
 Anticipated Salary Increases (5% for one year) \$ 215.14

<b>Total Direct Labor Costs</b>			\$ 4,517.99
<b>FRINGE BENEFITS</b>	<b>Rate</b>	<b>Total</b>	
Fringe Benefits	58.00%	\$ 2,620.44	
<b>Total Fringe Benefits</b>			\$ 2,620.44

<b>INDIRECT COSTS</b>			
Overhead/General and Administrative	82.00%	\$ 3,704.75	
<b>Total Indirect Costs</b>			\$ 3,704.75

**FEE @ 10%** \$ 1,084.32

<b>OTHER COSTS</b>			
Mileage		\$ 300.00	
Communication Materials		\$ 800.00	
Refreshments		\$ 300.00	
Printing/Distribution (Postcards)		\$ 3,000.00	
<b>Total Other Costs</b>			\$ 4,400.00

**TOTAL COSTS** \$ 16,327.50



## EXHIBIT D

### PROFESSIONAL SERVICES AGREEMENT FOR DESIGN SERVICES

#### GENERAL PROVISIONS

##### 1. Independent Contractor.

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

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

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

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

**7. CONTRACTOR Information.**

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

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

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

9. **Term; Suspension; Termination.**

- A. This Agreement shall become effective on the date that it is approved by both parties, set forth on the first page of the Agreement, and shall continue in effect until both parties have fully performed their respective obligations under this Agreement, unless sooner terminated as provided herein.
- B. CITY shall have the right at any time to temporarily suspend CONTRACTOR's performance hereunder, in whole or in part, by giving a written notice of suspension to CONTRACTOR. If CITY gives such notice of suspension, CONTRACTOR shall immediately suspend its activities under this Agreement, as specified in such notice.
- C. CITY shall have the right to terminate this Agreement at any time by giving a written notice of termination to CONTRACTOR. If CITY gives such notice of termination, CONTRACTOR shall immediately cease rendering Services pursuant to this Agreement. If CITY terminates this Agreement:
  - (1) CONTRACTOR shall, not later than five days after such notice of termination, deliver to CITY copies of all information prepared pursuant to this Agreement.
  - (2) CITY shall pay CONTRACTOR the reasonable value of Services rendered by CONTRACTOR prior to termination; provided, however, CITY shall not in any manner be liable for lost profits that might have been made by CONTRACTOR had the Agreement not been terminated or had CONTRACTOR completed the Services required by this Agreement. In this regard, CONTRACTOR shall furnish to CITY such financial information as in the judgment of the CITY is necessary for CITY to determine the reasonable value of the Services rendered

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

**10. Indemnity.**

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

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

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

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

A. Minimum Scope & Limits of Insurance Coverage

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

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

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

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

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

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

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

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

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

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

B. Additional Insured Coverage

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

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

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

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

C. Other Insurance Provisions

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

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

D. Acceptability of Insurance

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

E. Verification of Coverage

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

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

F. Subcontractors

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

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

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

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

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

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

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

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

## EXHIBIT E

### REQUIREMENTS OF THE NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

#### INTRODUCTION

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

#### APPLICATION

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

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

#### DEFINITIONS

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

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

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

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

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

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

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

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

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

#### **EMPLOYER COMPLIANCE CERTIFICATE AND NOTICE REQUIREMENTS**

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

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

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

## Attachment A



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

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

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

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

The included employee benefits are:

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

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

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

**You May . . .**

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

City of Sacramento  
Procurement Services Division  
5730 24<sup>th</sup> 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 24<sup>th</sup> Street, Bldg. 1  
Sacramento, CA 95822

- Bring an action in the appropriate division of the Superior Court of the State of California against the employer and obtain reinstatement, injunctive relief, compensatory damages, punitive damages and reasonable attorney's fees and costs.

#### **Discrimination and Retaliation Prohibited.**

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

#### **You May Also . . .**

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

## EXHIBIT F

### CALIFORNIA DEPARTMENT OF TRANSPORTATION ADDITIONAL CONTRACT PROVISIONS

- A. This Agreement (hereafter the "Contract") shall begin on November 8, 2011 contingent upon approval from the State, and expire on June 30, 2013, unless extended by amendment.
- B.
1. Code of Federal Regulations (CFR) 48 Chapter 1, Part 31 shall be used to determine the allowability of the Individual items of cost.
  2. The Consultant (hereafter referred to as either "Consultant" or "Contractor") agrees to comply with federal procedures in accordance with CFR 49, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
  3. Any costs for which payments have been made to the contractor, which are determined by subsequent audit to be unallowable under CFR 48, Chapter 1 Part 31 and CFR 49, Part 18, are subject to repayment by the contractor to the City of Sacramento, the State and the Federal Government.
  4. Any subcontract, entered into as a result of this contract, shall contain all of the provisions of this Article.
- C.
1. The City of Sacramento shall reimburse the contractor for actual costs as specified herein. The actual costs shall include direct salary costs, employee benefits, overhead and fee. The total amount payable by the City, for all Task Orders and expenses resulting from this contract, shall not exceed \$598,305.00. It is understood and agreed that this total is an estimate, and that there is no guarantee, either expressed or implied, as to the actual dollar amount that will be authorized under this contract through Task Orders.
  2. The Contractor shall be reimbursed for direct costs, other than salary costs that are identified in an executed Task Order.
  3. The Contractor shall be reimbursed for actual travel expenses incurred in the performance of this work, including the use of private cars at the rate not to exceed that currently authorized for State employees under State Department of Personnel Administration rules. In addition, contractor's personnel shall be reimbursed for per diem expenses at a rate not to exceed that currently authorized for State employees under State Department of Personnel Administration rules.
  4. The Contractor shall not commence performance of work or services until this contract has been approved by the City and State and notification to proceed has

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

5. Any subcontract, entered into as a result of this contract, shall contain all of the provisions of this Article.
- D.
1. The Contractor shall perform the work contemplated with resources available within its own organization and no portion of work pertinent to this contract shall be subcontracted without written authorization by the State's or City's Contract Manager, except that which is expressly identified in the Contractor's Cost Proposal.
  2. Any subcontract in excess of \$25,000, entered into as a result of this contract, shall contain all provisions stipulated in this contract to be applicable to subcontractors.
  3. Any substitution of subcontractors must be approved in writing by State's or City's Contract Manager.
  4. Any subcontract, entered into as a result of this contract shall contain all the provisions of this Article.
- E.
1. Prior authorization in writing by the City's Contract Manager shall be required before the Contractor enters into any non-budgeted purchase order or subcontract exceeding \$500 for supplies, equipment, or consultant services. The Contractor shall provide the necessity or desirability of incurring such costs.
  2. For purchase of any item, service or consulting work not covered in the Contractor's Cost Proposal and exceeding \$500, with prior authorization by the City's Contract Manager, three competitive quotations must be submitted with the request or the absence of bidding must be adequately justified.
  3. Any equipment purchased as a result of this contract is subject to the following. The Contractor shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least one year or more and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, the City shall receive a proper refund or credit. At the conclusion of the contract or if the contract is terminated, the Contractor may either keep the equipment and credit the City in an amount equal to its fair market value or sell such equipment at the best price obtainable, at a public or private sale, in accordance with established State and City procedures, and credit the City in an amount equal to the sales price. If the Contractor elects to keep the equipment, the fair market value shall be determined, at the Contractor's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to the City, State and the Contractor. If it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by the State.

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

**J. Introduction Under Early Termination**

1. Within 30 days of the date the consultant is notified of early termination for the convenience of the City of Sacramento, the consultant shall prepare and submit to the Contract Manager for approval, two separate supplemental cost proposals:
  - 1) A final revised cost proposal for all project-related costs to the revised

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

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

A. Consultant's Reports Under Early Termination

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

B. Invoice Submittal Under Early Termination

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

C. Expenses Payable Under Early Termination

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

D. Termination issues for Subconsultants, Materialmen, Etc.

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

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

E. Cost Principals Under Early Termination

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

F. Adjustment of Fixed Fee Under Early Termination

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

G. Disputes Under Early Termination Conditions

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

**(NAME OF SUBCONSULTANT(s)): . AIM Consulting, Inc.; Fehr & Peers**

1. The proposed hourly rate shall be adjusted to reflect the actual hourly rates of individual(s) who will be working on the project.
2. The contractor shall adjust the proposed indirect rate to the audited provisional rate of     see 10-H's     percent. (NOTED ON 10-H)
3. The Other Direct Costs for vehicles shall be changed to reflect the audited rate of     0     per month.

## EXHIBIT G

### SPECIAL PROVISIONS (ENGINEERING DESIGN)

#### 1. Record Retention

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

#### 2. Accuracy and Completeness

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

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

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

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

**3. Professional Seal**

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

**4. Sole Source Materials or Equipment**

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

**5. Documentation**

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

**6. Ownership of Documents**

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

**7. Copyrights**

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

**8. Changes in Work**

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

**9. Construction Plans and Specifications**

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

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



EXHIBIT 10-01 Local Agency Proposer UDBE Commitment (Consultant Contracts)

**NOTE: PLEASE REFER TO INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM**

LOCAL AGENCY: Department of Transportation LOCATION: City of Sacramento

PROJECT DESCRIPTION: Rio Linda Blvd Bridge (24C-0129) Replacement & Main Avenue Intersection Alignment Intersection

PROPOSAL DATE: March 4, 2011

PROPOSER'S NAME: Mark Thomas & Company, Inc.

CONTRACT UDBE GOAL (%): 1.94%

WORK ITEM NO.	DESCRIPTION OR SERVICES TO BE SUBCONTRACTED (or contracted if the proposer is a UDBE)	UDBE CERT NO. AND EXPIRATION DATE	NAME OF EACH UDBE (Must be certified at the time proposals are due - include UDBE address and phone number)	PERCENT PARTICIPATION OF EACH UDBE
	Public Outreach	35954 Exp. 01/2015	AIM Consulting 1517 28th Street, Suite B Sacramento, CA 95816 (916) 357-5397	5%

**For Local Agency to Complete:**

Local Agency Proposal Number: \_\_\_\_\_

Federal-Aid Project Number: \_\_\_\_\_

Federal Share: \_\_\_\_\_

Proposal Date: \_\_\_\_\_

Local Agency certifies that the UDBE certifications have been verified and all information is complete and accurate/unless noted otherwise.

Jose Ledesma [Signature] 11  
 Print Name Signature Date  
 Local Agency Representative

(Area Code) Telephone Number: 916-808-8195

Total Claimed UDBE Commitment 12.7 %

[Signature]  
 Signature of Proposer

3/4/2011 (916) 381.9100  
 Date (Area Code) Tel. No.

Robert A. Himes  
 Person to Contact (Please Type or Print)

Local Agency Proposer UDBE Commitment (Consultant Contracts)  
 (Rev 6/27/09)

Distribution: (1) Original - Local agency files

Exhibit 10-Q Disclosure of Lobbying Activities

DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

<b>1. Type of Federal Action:</b>		<b>2. Status of Federal Action:</b>		<b>3. Report Type:</b>	
<input type="checkbox"/> a. contract	<input type="checkbox"/> b. grant	<input type="checkbox"/> c. cooperative agreement	<input type="checkbox"/> d. loan	<input type="checkbox"/> e. loan guarantee	<input type="checkbox"/> f. loan insurance
		<input type="checkbox"/> a. bid/offer/application	<input type="checkbox"/> b. initial award	<input type="checkbox"/> a. initial	
				<input type="checkbox"/> b. material change	
				<b>For Material Change Only:</b>	
				year _____ quarter _____	
				date of last report _____	
<b>4. Name and Address of Reporting Entity</b>			<b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b>		
<input type="checkbox"/> Prime	<input type="checkbox"/> Subawardee		Tier _____, if known		
Congressional District, if known _____			Congressional District, if known _____		
<b>6. Federal Department/Agency:</b>			<b>7. Federal Program Name/Description:</b>		
			CFDA Number, if applicable _____		
<b>8. Federal Action Number, if known:</b>			<b>9. Award Amount, if known:</b>		
<b>10. a. Name and Address of Lobby Entity</b> (If individual, last name, first name, MI)			<b>b. Individuals Performing Services</b> (including address if different from No. 10a) (last name, first name, MI)		
(attach Continuation Sheet(s) if necessary)					
<b>11. Amount of Payment (check all that apply)</b>			<b>13. Type of Payment (check all that apply)</b>		
\$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned			<input type="checkbox"/> a. retainer		
			<input type="checkbox"/> b. one-time fee		
			<input type="checkbox"/> c. commission		
			<input type="checkbox"/> d. contingent fee		
			<input type="checkbox"/> e. deferred		
			<input type="checkbox"/> f. other, specify _____		
<b>12. Form of Payment (check all that apply):</b>					
<input type="checkbox"/> a. cash					
<input type="checkbox"/> b. in-kind; specify: nature _____					
Value _____					
<b>14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:</b>					
(attach Continuation Sheet(s) if necessary)					
<b>15. Continuation Sheet(s) attached:</b> Yes <input type="checkbox"/> No <input type="checkbox"/>					
<b>16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b>				Signature: <u>Michael J. Lohman</u>	
				Print Name: <u>Michael J. Lohman</u>	
				Title: <u>President</u>	
				Telephone No.: <u>408-453-5373</u> Date: _____	
Authorized for Local Reproduction					
Standard Form - LLL					
<b>Federal Use Only:</b>					

Standard Form LLL Rev. 04-28-06

**INSTRUCTIONS FOR COMPLETION OF SF-LLL,  
DISCLOSURE OF LOBBYING ACTIVITIES**

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipient at the initiation or receipt of covered federal action or a material change to previous filing pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4. checks "Subawardee" then enter the full name, address, city, State and zip code of the prime federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant. or loan award number, the application/proposal control number assigned by the federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered federal action where there has been an award or loan commitment by the Federal agency, enter the federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in Item 4. to influenced the covered federal action.  
(b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with federal officials. Identify the federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
15. Check whether or not a continuation sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30-minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

SF-LLL-Instructions Rev. 06-04-90«ENDIF»

## 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/disregarded entity name, if different from above <b>Mark Thomas &amp; Company, Inc.</b>	
	Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____  <input type="checkbox"/> Other (see instructions) ▶ _____	
	<input type="checkbox"/> Exempt payee	
Address (number, street, and apt. or suite no.) <b>1960 Zanker Road</b>		Requester's name and address (optional)
City, state, and ZIP code <b>San Jose, CA 95112</b>		<b>City of Sacramento</b> <b>915 I Street, Room 2000</b> <b>Sacramento, CA 95814-2604</b> <span style="float: right;">+</span>
List account number(s) here (optional)		

### Part I Taxpayer Identification Number (TIN)

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

**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								

Employer identification number								
9	4	-	1	4	5	1	4	90

### Part II Certification

Under penalties of perjury, I certify that:

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

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

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶ 10/24/11
------------------	----------------------------	-----------------

### General Instructions

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

#### Purpose of Form

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

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

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

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

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

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

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

# Withholding Exemption Certificate

**2011**

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

**590**

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

Withholding agent's name

Payee's name

Mark Thomas & Company, Inc.

Payee's  SSN or ITIN  
 SOS file no.  CA corp. no.  FEIN  
9 4 - 1 4 5 1 4 9 0

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

1960 Zanker Road

Apt. no./ Ste. no.

City

San Jose

State ZIP Code  
CA 9 5 1 1 2

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

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

**Individuals — Certification of Residency:**

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

**Corporations:**

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

**Partnerships or limited liability companies (LLC):**

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

**Tax-Exempt Entities:**

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

**Insurance Companies, Individual Retirement Arrangements (IRAs), or Qualified Pension/Profit Sharing Plans:**

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

**California Trusts:**

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

**Estates — Certification of Residency of Deceased Person:**

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

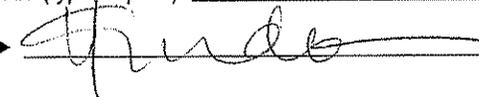
**Nonmilitary Spouse of a Military Servicemember:**

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

**CERTIFICATE:** Please complete and sign below.

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

Payee's name and title (type or print) Yen Dau - Controller Daytime telephone no. 408-453-5373

Payee's signature  Date 10/24/11

MUST BE POSTED IN CONSPICUOUS PLACE



**CITY OF SACRAMENTO**  
**BUSINESS OPERATIONS TAX CERTIFICATE**

80887

80887

Business Name MARK THOMAS & CO. INC.  
Business Address 7300 FOLSOM BLVD 203  
Owner MARK THOMAS & CO INC  
Type of Business CIVIL ENGINEERING  
Tax Classification 402A

FROM TO  
Mo. Day Yr. Mo. Day Yr.  
04/01/2011 03/31/2012  
Expires

TOTAL  
PAID: \$1,260.00

MARK THOMAS & CO. INC.  
ACCOUNTING  
1960 ZANKER RD  
SAN JOSE, CA 95112

CITY OF SACRAMENTO

VOID  
APR 1 2011 IF NOT  
VALIDATED  
PAID

THIS STUB MAY BE  
FOLDED/DETACHED  
BEFORE POSTING

This certificate is not to be construed as a business license or imply that the City of Sacramento has investigated, or approves or recommends, the holder of this certificate. Any representation to the contrary is fraudulent. (This certificate must be renewed within 30 days of expiration).

<b>ACORD™ CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YY) 10/24/11
PRODUCER <b>Dealey, Renton &amp; Associates</b> P. O. Box 12675 Oakland, CA 94604-2675 510 465-3090 David C. Eckman	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.	
INSURED <b>Mark Thomas &amp; Company, Inc.</b> 1960 Zanker Road San Jose, CA 95112	INSURERS AFFORDING COVERAGE	
	INSURER A: <b>XL Specialty Insurance Co.</b>	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

**COVERAGES**

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS								
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS -COMP/OP AGG \$								
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$								
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$								
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$								
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">WC STATU-TORY LIMITS</td> <td style="width: 50%;">OTH-ER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </table>	WC STATU-TORY LIMITS	OTH-ER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$
WC STATU-TORY LIMITS	OTH-ER												
E.L. EACH ACCIDENT	\$												
E.L. DISEASE - EA EMPLOYEE	\$												
E.L. DISEASE - POLICY LIMIT	\$												
<b>A</b>	OTHER Professional Liability	DPR9692816	07/01/11	07/01/12	\$1,000,000 per Claim \$1,000,000 Annl Aggr.								

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS  
**REF: SA-11130 Linda Blvd Bridge Replacement and Main Ave Intersection Alignment (PN: T15095200).**

<b>CERTIFICATE HOLDER</b> City of Sacramento Department of Transportation Attn: Jose Ledesma 915 I Street,   Room 2000 Sacramento, CA 95814-2702	<b>ADDITIONAL INSURED; INSURER LETTER:</b>  <b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL SEND BY MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. AUTHORIZED REPRESENTATIVE 
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# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)  
10/24/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

(IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).)

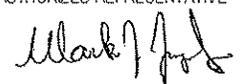
Producer  <b>Y.A. Tittle &amp; Associates Insurance Services</b> P.O. Box 1960 San Jose, CA 95109-1960	License Number: <b>0A91339</b>	CONTACT NAME:	
		PHONE (A/C, No, Ext): <b>866-966-8928</b>	FAX (A/C, No): <b>408-271-1802</b>
		E-MAIL ADDRESS: <b>certs@yatittleins.com</b>	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		NAIC#	
INSURED  <b>Mark Thomas and Company, Inc.</b> 1960 Zanker Road San Jose, CA 95112		INSURER A: <b>Hartford Insurance Co. of Mid-West</b> INSURER B: <b>Hartford Fire Insurance Co.</b> INSURER C: <b>Hartford Casualty Ins. Co.</b> INSURER D: <b>Hartford Underwriters Ins. Co.</b> INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAME 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	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 <input type="checkbox"/> _____  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC			57UUNPV9388	06/30/11	06/30/12	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any on person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS-COMP/OP AGG	\$ EXCLUDED
								\$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> _____			57UUNPV9388	06/30/11	06/30/12	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per Person)	\$
							BODILY INJURY (Per Accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE  <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$			57XHUVX0625	06/30/11	06/30/12	EACH OCCURRENCE	\$ 4,000,000
							AGGREGATE	\$ 4,000,000
								\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY  ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER/ EXCLUDED (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATION below		N/A	57WEDE2079	07/01/11	07/01/12	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
B	Auto Physical Damage			57UUNPV9388	06/30/11	06/30/12	Comprehensive	\$ 500.
							Collision	\$ 1,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 RE: SA-11130 Rio Linda Blvd. Bridge Replacement and Main Avenue Intersection Alignment Project (PN: T15095200)  
 They City, its officials, employees and volunteers are named as additional insureds in regards to General Liability and Auto. Waiver of Subrogation applies to Workers' Compensation per endorsement attached. Additional Insured Endorsement attached.  
 THIS INSURANCE IS PRIMARY. ANY OTHER INSURANCE AVAILABLE TO THAT PERSON OR ORGANIZATION IS EXCESS AND NON-CONTRIBUTORY.  
 NOTE: 10 DAYS NOTICE OF CANCELLATION WILL BE GIVEN FOR NON-PAYMENT OF PREMIUM AND A 30 DAY NOTICE OF CANCELLATION WILL BE GIVEN FOR NON-RENEWAL.

CERTIFICATE HOLDER  <b>City of Sacramento</b> Department of Transportation Attn: Jose Ledesma 915 I Street, Suite 2000 Sacramento, CA 95814-2702	CANCELLATION  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS
	AUTHORIZED REPRESENTATIVE  

have all your rights and duties under this Coverage Part.

**e. Unnamed Subsidiary**

Any subsidiary, and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of the Coverage Part.

The insurance afforded herein for any subsidiary not named in this Coverage Part as a named insured does not apply to injury or damage with respect to which an insured under this Coverage Part is also an insured under another policy or would be an insured under such policy but for its termination or the exhaustion of its limits of insurance.

**3. Newly Acquired or Formed Organization**

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

**4. Mobile Equipment**

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

**5. Nonowned Watercraft**

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

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

The following person(s) or organization(s) are an additional insured 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.

A person or organization is an additional insured under this provision only for that period of time required by the contract or agreement.

However, no such person or organization is an insured under this provision if such person or organization is included as an insured by an endorsement issued by us and made a part of this Coverage Part.

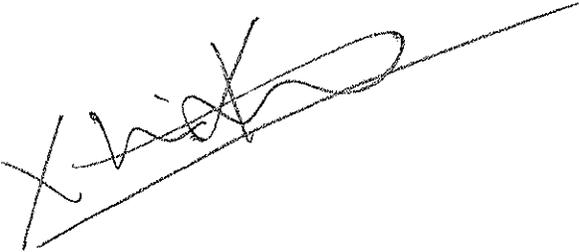
**a. Vendors**

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products completed operations hazard".

(1) The insurance afforded the vendor is subject to the following additional exclusions:

This insurance does not apply to:

(a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;



- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
  - (i) The exceptions contained in Sub- paragraphs (d) or (f); or
  - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

**b. Lessors of Equipment**

- (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.
- (2) With respect to the insurance afforded to these additional insureds this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

**c. Lessors of Land or Premises**

Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you. With respect to the insurance afforded these additional insureds the following additional exclusions apply:

This insurance does not apply to:

- 1. Any "occurrence" which takes place after you cease to lease that land; or
- 2. Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

**d. Architects, Engineers or Surveyors**

Any architect, engineer, or surveyor, 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:

- (1) In connection with your premises; or
- (2) In the performance of your ongoing operations performed by you or on your behalf.

With respect to the insurance afforded these additional insureds, the following additional exclusion applies: 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 services by or for you, including:

- 1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- 2. Supervisory, inspection, architectural or engineering activities.

**e. Permits Issued By State Or Political Subdivisions**

Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

With respect to the insurance afforded these additional insureds, this insurance does not apply to:

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
- (2) Bodily injury" or "property damage" included within the "products-completed operations hazard".

that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

**4. Other Insurance**

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

**a. Primary Insurance**

This insurance is primary except when **b.** below applies. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

**b. Excess Insurance**

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

**(1) Your Work**

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

**(2) Premises Rented To You**

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

**(3) Tenant Liability**

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

**(4) Aircraft, Auto Or Watercraft**

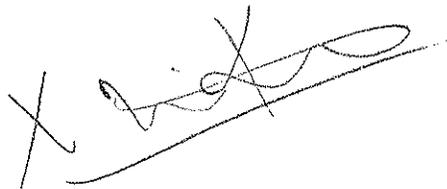
If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I -- Coverage A -- Bodily Injury And Property Damage Liability;

**5) Property Damage to Borrowed Equipment Or Use Of Elevators**

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion j. of Section I -- Coverage A - Bodily Injury And Property Damage Liability;

**(6) When You Are Added As An Additional Insured To Other Insurance**

Any other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or



**(7) When You Add Others As An Additional Insured To This Insurance**

Any other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this coverage part.

**(a) Primary Insurance When Required By Contract**

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

**(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.

Paragraphs **(a)** and **(b)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

**c. Method Of Sharing**

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

### BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

#### 1. BROAD FORM INSURED

##### A. Subsidiaries and Newly Acquired or Formed Organizations

The Named Insured shown in the Declarations is amended to include:

- (1) Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- (2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
  - (a) That is a partnership, joint venture or limited liability company
  - (b) That is an "insured" under any other policy,
  - (c) That has exhausted its Limit of Insurance under any other policy, or
  - (d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

##### B. Employees as Insureds

Paragraph A.1. - WHO IS AN INSURED - of SECTION II - LIABILITY COVERAGE is amended to add:

- d. Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

##### C. Lessors as Insureds

Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

- e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
  - (1) The agreement requires you to provide direct primary insurance for the lessor and
  - (2) The "auto" is leased without a driver.Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

##### D. Additional Insured if Required by Contract

- (1) Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:
  - f. When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

- (1) During the policy period, and
- (2) Subsequent to the execution of such written contract, and
- (3) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- (a) The limits of insurance specified in the written contract or written agreement; or
- (b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insured's Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - OF SECTION IV - BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

**E. Primary and Non-Contributory if Required by Contract**

Only with respect to insurance provided to an additional insured in 1.D. - Additional Insured If Required by Contract, the following provisions apply:

(3) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(4) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement 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.

Paragraphs (3) and (4) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in Other Insurance 5.d.

**2. AUTOS RENTED BY EMPLOYEES**

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The OTHER INSURANCE Condition is amended by adding the following:

If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

**3. AMENDED FELLOW EMPLOYEE EXCLUSION**

EXCLUSION 5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply if you have workers' compensation insurance in-force covering all of your "employees".

Coverage is excess over any other collectible insurance.

**4. HIRED AUTO PHYSICAL DAMAGE COVERAGE**

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

The most we will pay for "loss" to any hired "auto" is:

- (1) \$100,000;
- (2) The actual cash value of the damaged or stolen property at the time of the "loss"; or
- (3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of \$1000 per "accident".

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

**5. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE**

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day and a maximum limit of \$1,000.

**6. LOAN/LEASE GAP COVERAGE**

Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

"Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees; security deposits not returned by the lessor; costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

**7. AIRBAG COVERAGE**

Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

**8. ELECTRONIC EQUIPMENT - BROADENED COVERAGE**

The exceptions to Paragraphs B.4 - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

a. Exclusions 4.c. and 4.d. do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto";
- (2) Removable from a housing unit which is permanently installed in or upon the covered "auto";
- (3) An integral part of the same unit housing any electronic equipment described in Paragraphs a. and b. above; or
- (4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

b. \$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
- (2) Removable from a permanently installed housing unit as described in Paragraph b.(1) above or is an integral part of that equipment; or
- (3) An integral part of such equipment.

c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or \$250, whichever deductible is less.

#### **9. EXTRA EXPENSE - BROADENED COVERAGE**

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

#### **10. GLASS REPAIR - WAIVER OF DEDUCTIBLE**

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

#### **11. TWO OR MORE DEDUCTIBLES**

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

- (1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;
- (2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

#### **12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS**

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT,

CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) A member, if you are a limited liability company; or
- (4) An executive officer or insurance manager, if you are a corporation.

#### **13. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

#### **14. HIRED AUTO - COVERAGE TERRITORY**

Paragraph e. of GENERAL CONDITIONS 7. - POLICY PERIOD, COVERAGE TERRITORY - of SECTION IV - BUSINESS AUTO CONDITIONS is replaced by the following:

e. For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

#### **15. WAIVER OF SUBROGATION**

TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS is amended by adding the following:

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.

#### **16. RESULTANT MENTAL ANGUISH COVERAGE**

The definition of "bodily injury" in SECTION V-DEFINITIONS is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

#### **17. EXTENDED CANCELLATION CONDITION**

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

#### 18. HYBRID PAYMENT COVERAGE

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

- a. If the auto is replaced with a "hybrid" auto, we will pay an additional 10%, to a maximum of \$2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less,
- b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss,"

c. Regardless of the number of autos damaged in any one "loss", the most we will pay under this Hybrid Payment Coverage provision for any one "loss" is \$10,000.

For the purposes of the coverage provision,

- a. A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto.
- b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

### EXTENDED OPTIONS

#### 1. Employers' Liability Insurance

Item 3.B. of the Information Page is replaced by the following:

##### B. Employers' Liability Insurance:

1. Part Two of the policy applies to work in each state listed in Item 3.A.

The Limits of Liability under Part Two are the higher of:

Bodily Injury by Accident	<u>\$500,000</u>	<u>Each Accident</u>
Bodily Injury by Disease	<u>\$500,000</u>	<u>Policy Limit</u>
Bodily Injury by Disease	<u>\$500,000</u>	<u>Each Employee</u>

OR

2. The amount shown in the Information Page.

This provision 1 of EXTENDED OPTIONS does not apply in New York because the Limits Of Our Liability are unlimited.

In this provision the limits are changed from \$500,000 to \$1,000,000 in California.

#### 2. Unintentional Failure to Disclose Hazards

If you unintentionally should fail to disclose all existing hazards at the inception date of your policy, we shall not deny coverage under this policy because of such failure.

##### ~~Waiver of Our Right to Recover from Others~~

- A. 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 any person or organization for whom you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit anyone not named in the agreement.

- B. This provision 3. does not apply in the states of Pennsylvania and Utah.

#### 4. Foreign Voluntary Compensation and Employers' Liability Reimbursement

##### A. How This Reimbursement Applies

This reimbursement provision applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. The bodily injury must be sustained by an officer or employee.
2. The bodily injury must occur in the course of employment necessary or incidental to work in a country not listed in Exclusion C.1. of this provision.
3. Bodily injury by accident must occur during the policy period.
4. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The officer or employee's last exposure to those conditions of your employment must occur during the policy period.

##### B. We Will Reimburse

We will reimburse you for all amounts paid by you whether such amounts are:

1. voluntary payments for the benefits that would be required of you if you and your officers or employees were subject to any workers' compensation law of the state of hire of the individual employee.
2. sums to which Part Two (Employers' Liability Insurance) would apply if the Country of Employment were shown in Item 3.A. of the Information Page.

##### C. Exclusions

This insurance does not cover:

1. any occurrences in the United States, Canada, and any country or jurisdiction which is the subject of trade or economic sanctions imposed by the laws or regulations of the United States of America in effect as of the inception date of this policy.
2. any obligation imposed by a workers' compensation or occupational disease law, or similar law.
3. bodily injury intentionally caused or aggravated by you.



4. liability for any consequence, whether direct or indirect, of war, invasion, act of Foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power. No endorsement now or subsequently attached to this policy shall be construed as overriding or waiving this limitation unless specific reference is made thereto.

**D. Before We Pay**

Before we reimburse you for the benefits to the persons entitled to them, you must have them:

1. release you and us, in writing, of all responsibility for the injury or death,
2. transfer to us their right to recover from others who may be responsible for their injury or death,
3. cooperate with us and do everything necessary to enable us to enforce the right to recover from others.

If the persons entitled to the benefits paid fail to do these things, our duty to reimburse ends at once. If they claim damages from us for the injury or death, our duty to reimburse ends at once.

**E. Recovery From Others**

If we make a recovery from others, we will keep an amount equal to our expenses of recovery and the benefits we reimbursed. We will pay the balance to the persons entitled to it. If persons entitled to the benefits make a recovery from others, they must repay us for the amounts that we have reimbursed you.

**F. Reimbursement for Actual Loss Sustained**

This endorsement provides only for reimbursement for the loss you actually sustain. In order for you to recover loss or expenses under this reimbursement you must:

1. actually sustain and pay the loss or expense in money after trial, or
2. secure our consent for the payment of the loss or expense.

**G. Repatriation**

Our reimbursement includes the additional expenses of repatriation to the United States

of America necessarily incurred as a direct result of bodily injury.

Our reimbursement shall be limited as follows:

1. to the amount by which such expenses exceed the normal cost of returning the officer or employee if in good health, or
2. in the event of death, to the amount by which such expenses exceed the normal cost of returning the officer or employee if alive and in good health.

In no event shall our reimbursement exceed the bodily injury by accident limit shown in Item 3.B. of the Information Page as respects any one such officer or employee whether dead or alive.

**H. Endemic Disease**

The word "disease" includes any endemic diseases.

The coverage applies as if endemic diseases were included in the provisions of the workers' compensation law.

**5. Longshore and Harbor Workers' Compensation Act Coverage**

**General Section C. Workers' Compensation Law** is replaced by the following:

**C. Workers' Compensation Law**

Workers' Compensation Law means the workers or workers' compensation law and occupational disease law of each state or territory named in Item 3.A. of the Information Page and the Longshore and Harbor Workers' Compensation Act (33 USC Sections 901-950). It includes any amendments to those laws that are in effect during the policy period. It does not include any other federal workers or workers' compensation law, other federal occupational disease law or the provisions of any law that provide nonoccupational disability benefits.

Part Two (Employers' Liability Insurance), C. Exclusions, exclusion 8, does not apply to work subject to the Longshore and Harbor Workers' Compensation Act.

This coverage does not apply to work subject to the Defense Base Act, the Outer Continental Shelf Lands Act, or the Nonappropriated Fund Instrumentalities Act.

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