



City of Sacramento City Council

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

Meeting Date: 2/21/2012

Report Type: Consent

Title: Agreement: American River Crossing Alternatives Study

Report ID: 2012-00113

Location: District 3

Recommendation: Pass a Motion authorizing the City Manager to execute a professional services agreement with Fehr & Peers for the American River Crossing Alternatives Study (T15125300) in an amount not to exceed \$231,504.

Contact: Fedolia "Sparky" Harris, Senior Planner, (916) 808-2996; Hector Barron, City Traffic Engineer, (916) 808-2669, Transportation Department

Presenter: None

Department: Transportation Department

Division: Traffic Engineering Division

Dept ID: 15001161

Attachments:

- 1-Description/Analysis
- 2-Background
- 3-Agreement with Fehr and Peers

City Attorney Review

Approved as to Form
Jerry Hicks
2/15/2012 3:00:41 PM

City Treasurer Review

Reviewed for Impact on Cash and Debt
Russell Fehr
2/2/2012 10:53:46 AM

Approvals/Acknowledgements

Department Director or Designee: Jerry Way - 2/14/2012 1:48:03 PM

Description/Analysis

Issue: A diverse range of interested parties will be engaged in discussion about the purpose and need for one or more new bridge crossings of the American River. Once the purpose and need for the bridge crossings has been developed, feasible alternative bridge crossings will be developed and evaluated. These crossing recommendations will include at a minimum: potential bridge locations, modal mix, modal configuration, and combination of bridge crossings. Planning level traffic analysis will be performed to test the alternatives identified to inform the planning process. The purpose and need statement, bridge alternatives and analysis will be shared and discussed extensively with the public prior to the preparation of the final report that will be brought before Council for approval. Given the required tasks, a consultant is needed to assist the City with the required work.

Policy Considerations: The following Sacramento 2030 General Plan policy supports the analysis proposed to be completed by the recommendation:

M 1.3.3- Eliminate Gaps - The City shall eliminate “gaps” in roadways, bikeways, and pedestrian networks. A) The City shall construct new multi-modal crossings of the Sacramento and American rivers.

The action requested is also consistent with the City’s Strategic Plan goal to make Sacramento a safer place for residents, businesses and visitors.

Environmental Considerations:

California Environmental Quality Act (CEQA): The award of a professional services agreement is not subject to CEQA review. It is anticipated that future projects identified in this study may be implemented using federal transportation funds. As such, federal guidelines for the development of the purpose and needs statement will be followed. Future projects will be subject to environmental evaluation under CEQA guidelines and possibly National Environmental Policy Act (NEPA) requirements.

Sustainability Considerations: The recommended action supports the Sustainability goal to reduce long commutes by providing a wide array of transportation and housing choices near jobs for a balanced, healthy city.

Other: None.

Committee/Commission Action: None.

Rationale for Recommendation: A Request for Proposals for consultant services was advertised for the project per City guidelines. Using objective criteria, the proposals were scored and ranked by an unbiased selection committee and the top-ranked consultant team, Fehr & Peers, was selected.

Financial Considerations: The City of Sacramento was awarded a 2011 Partnership Planning Grant through the California Department of Transportation (Caltrans) to perform the American River Crossing Alternatives Study. On October 11, 2011, Capital Improvement Project (CIP) T15125300 was established by resolution. The revenue and expenditure budget for T15125300 was loaded with \$270,000 from Fund 3703 (Federal Capital Grant) to cover project expenditures ahead of Caltrans reimbursement requests. Staff time expenditures are being tracked through Program Code 15187 to account for the 20% in-kind match required of the Planning Partnership grant. The professional services agreement with Fehr & Peers for the American River Crossing Alternatives Study (T15125300) is for an amount not to exceed \$231,504.

Emerging Small Business Development (ESBD): This is a federally funded project, therefore the ESBD program is held in abeyance and the federal DBE/UDBE program applies. The UDBE goal for this project was set at 11.71%. The top-ranked consultant team led by Fehr & Peers includes a single UDBE certified firm that will account for 21.90% of the total project cost.

Background

On March 15, 2011, the City Council authorized staff to apply for 2010-2011 Transportation Planning Grant funding for the American River Crossing Purpose and Need Study. The City of Sacramento was notified of the grant award in July of 2011. In November of 2011, the Department of Transportation (DOT) released a Request for Proposals (RFP) to provide planning, outreach, and environmental services for new crossings of the American River between I-5 and the State Route 160 within the City of Sacramento. A pre-proposal meeting was held on November 30, 2011. Two consultant teams, Fehr & Peers and AECOM, were deemed responsive to the RFP. A selection committee comprised of staff from the Department of Transportation, the Community Development Department, and the Sacramento Area Council of Governments reviewed the proposals. Interviews were waived based upon the paper scoring of the proposals. Fehr & Peers was chosen as the top-ranked firm and certified letters of decision were sent to both respondents on January 4, 2012.

The study to be performed by Fehr & Peers will include:

- A transparent and proactive public outreach process;
- A purpose and need statement which is grounded in the community values stated in the Sacramento 2030 General Plan policies and expressed by stakeholders;
- Development of alternatives to include build and no-build scenarios that consider various bridge cross sections types (i.e. types of travel modes that are served), various locations, and number of crossings;
- Planning level analysis of opportunities, constraints, land use implications, impact assessments, travel demand modeling, and costs estimates to inform the process.

The study is expected to be completed in one year, starting in February 2012 and ending in January 2013.



PROJECT #: T15125300
PROJECT NAME: American River Crossing Alternatives Study
DEPARTMENT: Transportation
DIVISION: Traffic Engineering

CITY OF SACRAMENTO

PROFESSIONAL SERVICES AGREEMENT

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

THIS AGREEMENT is made at Sacramento, California, as of February 21, 2012 by and between the **CITY OF SACRAMENTO**, a municipal corporation ("CITY"), and

Fehr and Peers
2990 Lava Ridge Court, #200
Roseville, CA 95661

Phone: 916.773.1900 Fax: 916.773.2015

("CONTRACTOR"), who agree as follows:

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

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

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

Executed as of the day and year first above stated.

CITY OF SACRAMENTO
A Municipal Corporation

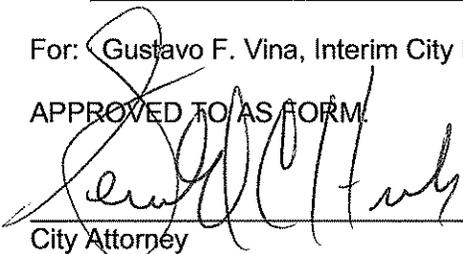
By: _____

Print name: _____

Title: _____

For: Gustavo F. Vina, Interim City Manager

APPROVED TO AS FORM



City Attorney

ATTEST:

City Clerk

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

CONTRACTOR:

Fehr & Peers

NAME OF FIRM

68-0065540

Federal I.D. No.

32372443

State I.D. No.

139007

City of Sacramento Business Op. Tax Cert. No.

TYPE OF BUSINESS ENTITY (check one):

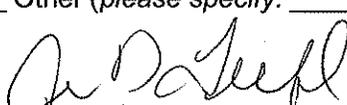
Individual/Sole Proprietor

Partnership

Corporation (may require 2 signatures)

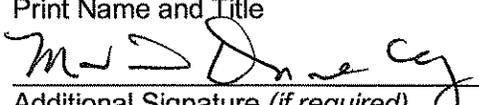
Limited Liability Company

Other (please specify: _____)



Signature of Authorized Person

Alan D. Telford, Executive Vice President
Print Name and Title



Additional Signature (if required)

Marion Donnelly, Chief Financial Officer
Print Name and Title

**DECLARATION OF COMPLIANCE
Equal Benefits Ordinance**

Name of Contractor: Fehr and Peers

Address: 2990 Lava Ridge Court, Suite 200, Roseville, CA 95661

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

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

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

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

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

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

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



Signature of Authorized Representative

February 9, 2012
Date

Alan D. Telford
Print Name

Executive Vice President
Title

EXHIBIT A
PROFESSIONAL SERVICES AGREEMENT
SCOPE OF SERVICES

1. Representatives.

The CITY Representative for this Agreement is:

Fedolia Harris, Senior Planner
915 I Street, Room 2000
Sacramento, CA 95814
Phone: 916.808.2996 Fax: 916.808.8404 Email: fharris@cityofsacramento.org

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

The CONTRACTOR Representative for this Agreement is:

~~Bob Grandy~~ Ron Milam
Fehr and Peers
2990 Lava Ridge Court, Suite 200
Roseville, CA 95661
Phone: 916.773.1900 Fax: 916.773.2015

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

2. Professional Liability Insurance. Professional Liability (Errors and Omissions) insurance is ___ is not X required for this Agreement. If required, such coverage must be continued for at least ___ 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
If "yes" is checked above, CONTRACTOR shall cause the following to occur within 30 days after execution of this Agreement:

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

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

4. Scope of Services.

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

5. Time of Performance. The services described herein shall be provided during the period February 21, 2012 through June 30, 2013 in accordance with the schedule, set forth in the scope of services.

AMERICAN RIVER CROSSING ALTERNATIVES STUDY SCOPE OF WORK

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

BACKGROUND

The City of Sacramento General Plan recognizes the importance of improving accessibility to achieve a variety of goals related to economic development, increasing travel choices, and improving travel efficiency. Policy M 1.3.3 of the General Plan makes an explicit statement that a new crossing of the American River is part of achieving the City's goals. The City's policy direction has been supported by the Sacramento Area Council of Governments (SACOG) through the Metropolitan Transportation Plan (MTP). New crossings of the American River within the RFP study area have also been identified as part of the RT Green Line LRT extension to the Airport and the *Sacramento County American River Parkway Plan* (2008).

M 1.3.3 Eliminate Gaps. The City shall eliminate "gaps" in roadways, bikeways, and pedestrian networks.
a. The City shall construct new multi-modal crossings of the Sacramento and American Rivers.

A new crossing over the American River connecting downtown Sacramento and south Natomas (as well as other regional origins and destinations to the north of downtown) is not without potential controversial issues. Environmental stakeholders in particular have raised concerns about new crossings as noted in key plans such as the *Sacramento County American River Parkway Plan*. Page 134 of this plan lists specific concerns about automobile bridges in particular claiming that these types of crossings degrade aesthetic and cultural values of the Parkway while also creating adverse impacts such as noise, visual and light intrusion, pollution, removal and damage of vegetation, and degradation of wildlife habitat.

We understand the focus of this study is to engage stakeholders in a transportation planning process that will objectively determine the purpose and need of a new river crossing and address issues raised by stakeholders. The purpose and need will be grounded in the community values stated in the General Plan policies, other relevant plans, and expressed by stakeholders during the public planning process. We followed this type of approach for the successful Sacramento River Crossings Project and expect a similar outcome for this project. The basic concept is to evaluate multiple crossing locations and modal types within a framework built upon the diverse set of objectives reflective of the community values expressed through relevant plans and input from stakeholders and the public. Given the heightened sensitivity of the project, we anticipate an open and engaging public process including stakeholders and the public. We understand the delicate balance of mobility needs and community concerns and intend to fully engage stakeholders such as the American River Parkway Foundation as well as business, development, and government interests whose plans will be directly affected by the level of accessibility between south Natomas and downtown Sacramento. We believe a transparent and proactive public outreach process is vital to the success of the study.

PROJECT UNDERSTANDING

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

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

The City has already expressed a number of community values as goals and policies of the recently adopted General Plan. Of particular note, the goals and policies listed on the previous page stand out because they recognize the following important relationships.

- ***The transportation system influences land use development because it affects accessibility.*** Accessibility is defined as people's ability to reach desired goods, services, and activities. The accessibility between downtown Sacramento and south Natomas (plus origins/destinations further north) will directly influence the amount and type of future development in these areas. This relationship was recognized in the SACOG MTP and the City's General Plan for its importance in helping to create a transportation network that would support a land use pattern that increases

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

Goal M 1.1 – Comprehensive Transportation System.

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

Goal M 1.3 – Barrier Removal.

Improve system connectivity by removing barriers to travel.

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

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

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

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

Goal M 4.1 – Roadway System.

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

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

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

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

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

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

Goal M 4.3 – Neighborhood Traffic.

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

travel choices while reducing vehicle travel and its related impacts.

- **Increases in accessibility are accompanied by increases in travel demand.** The extent to which any new or expanded bridge will increase accessibility will be largely dependent on the location, what modes are accommodated, and the level of capacity. Increases in travel demand directly relate to beneficial increases in economic activity but can also yield undesirable effects on neighborhood quality of life due to the level of vehicle traffic, noise, air pollution, and conflicts with bicyclists and pedestrians. The City's General Plan policies recognize these important tradeoffs and clearly state that they need to be addressed when considering transportation network expansion.
- **Tradeoffs need to be prioritized.** While the City's General Plan recognizes the important tradeoffs between transportation choices, land use and economic development, neighborhood quality of life, and environmental impacts, the community values with the highest priorities will need to be determined during this project through a public process. This approach recognizes that community values vary depending on their context.

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

TASK A. PROJECT MANAGEMENT

Ron Milam will serve as the consultant project manager and function as prescribed in the RFP regarding coordinating and leading all meetings, communicating with the City's project manager, and being responsible for keeping the project on schedule and within budget. Project performance will be reported in monthly progress reports that will accompany each invoice. The project team will meet monthly to evaluate progress and resolve issues that come up during the study. The project team will consist of designated City staff, Ron Milam, Bob Grandy, Gladys Cornell, Rick Liptak, and Vicki Axiaq.

TASK B. PURPOSE AND NEED STATEMENT

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

The development of a purpose and need statement needs to consider the potential for the project to include federal funding or approvals that could trigger review under the National Environmental Policy Act (NEPA). As such, federal guidelines for the development of the purpose and need statement will be followed. According to the Code of Federal Regulations (40 CFR 1502.13), all federally-funded

Environmental Impact Statements (EISs) must contain a statement briefly specifying the underlying purpose and need to which the agency is responding in proposing the alternatives including the proposed action. This brief statement describes the name of the project and project location, the existing facility, and a clear discussion of the purpose and need for the project. Given the City's General Plan focus on multi-modal travel and complete streets, we will consider transportation needs based on deficiencies of the existing or future transportation system considering all surface travel modes including pedestrians, bicyclists, transit users, and vehicles. We will also follow the Caltrans purpose and need statement guidance contained in the standard environmental reference documents (<http://www.dot.ca.gov/ser/forms.htm>) and Deputy Directive 83 (DD 83) (<http://www.dot.ca.gov/hq/oppd/DD-83.pdf>). The purpose statement will also rely on objectives and values expressed in adopted plans including, but not limited to, the General Plan, the River District Specific Plan, the Railyards Specific Plan, and the American River Parkway Plan.

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

Deliverables

- Draft purpose and need statement
- Map of logical termini with description of independent utility
- Summary of community values based on adopted plans

TASK C. DETERMINE BRIDGE LOCATIONS

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

- RFP Task E – Opportunities and Constraints
- RFP Task F – Environmental Screening and Permitting Requirements
- RFP Task G – Traffic Analysis (partial)

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

C.1. Opportunities, Constraints, and Environmental Screening (ICF, Dokken, and Fehr & Peers)

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

Based on our existing file data from the extensive work ICF has completed within the project study area, including American River restoration projects and the American River Parkway Plan, and other readily obtainable published data such as the RT Green Line studies, the General Plan, and the River District Specific Plan, we will develop environmental screening information for the study area defined in Task B. This existing information will be used to document known environmental issues and constraints and generally rank alternatives as to their relative potential to affect the project design, cost, and scheduling. The information will also help identify the list of background technical studies and the anticipated class of action/level of environmental document that may be needed to complete the environmental analysis phase under NEPA and CEQA.

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

Other key constraints/opportunities that will be evaluated include those listed below.

- Sensitive neighborhoods or land uses – These areas are particularly sensitive to potential adverse effects of a new crossing such as traffic, noise, air pollution, or visual changes.
- Northgate Blvd. – The connection of Northgate Boulevard to SR 160 suffers from seasonal flooding. Floodwalls may be an option for keeping this connection open throughout the year. Dokken will investigate the feasibility of this type of improvement.
- Environmental impact mitigation options – Specific environmental impact concerns regarding new automobile bridges have already been identified in the American River Parkway Plan as noted above. Many of these impacts would also occur with a transit or bicycle/pedestrian only bridge. Therefore, mitigation measures will be an important aspect of developing viable alternatives for this study. ICF will identify potential mitigation strategies related to these specific impact concerns.
- Funding – Understanding available funding options including opportunities to integrate a new crossing with those planned by other agencies such as the RT planned Green Line LRT crossing could influence the crossing locations. At a minimum, this evaluation will consider project financing options including potential funding sources for capital, operations, and maintenance and how they could affect crossing locations and type.
- Institutional – A new crossing of the American River would likely involve interest from other entities that could create opportunities. Specific examples that will be examined include utilities that may need to extend services across the River at RT given their planned Green Line LRT extension.

Based on all the constraints, we will create a GIS overlay to map potential opportunity areas for American River crossings. The intent will be to avoid constraints or at least minimize conflicts with constraint areas. In addition, we will conduct an opportunities evaluation that considers the beneficial effects of new or expanded bridge capacity on increasing accessibility to employment or activity centers. It will also consider the potential synergy associated with crossing locations that meet other public needs and preliminary traffic forecasts to understand how different crossing locations influence the level of demand and potential market areas. This information will be graphically displayed. Information developed as part of this task will be presented to the stakeholder advisory committee to assist in decision-making and maintain a transparent public outreach process.

Deliverables

- Technical memorandum describing opportunities and constraints with supporting GIS maps and shapefiles

C.2. Bridge Locations and Cross Sections (Fehr & Peers)

Potential crossing locations (up to five) will be selected based on the opportunities and constraints analysis plus input from the project stakeholders obtained through the public outreach process detailed in Task D and input from our team. A GIS graphic will be created that displays the potential crossing locations, including connections to the existing transportation network. In addition, we will develop visual simulations for each location. Up to three different crossing types can be visualized for each crossing location to aid stakeholders understanding of how the river and connecting environment would be affected by a new crossing. For each potential crossing location, we will develop prototype cross sections (see example at right) reflecting different potential configurations (i.e., serving vehicles, transit, bicycles, and pedestrians).

Deliverable

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

TASK D. PUBLIC OUTREACH

Public outreach for this study will include stakeholder representatives and the public. The stakeholder process provides a venue for collaboration about what community values should guide the planning process. The objectives and priorities within this process need to be established within the framework of existing plans (such as the City of Sacramento General Plan) and community values expressed in those plans and through the public outreach process.

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

Stakeholder Advisory Committee (SAC)

The SAC will be an active participant throughout the study and be responsible for offering constructive feedback to the project team. The goal is to have the study identify and document the needs of the community and develop a recommendation that fits within the context of its environment. In addition, the SAC will serve as a communication conduit to the constituencies they represent. The credibility of a SAC depends upon the inclusiveness of the members. Stakeholders need to represent the diversity of the broader community.

SAC representatives should include, but not limited to, the following entities.

- Neighborhood Associations (Natomas Community Association, Natomas Park Master Association, Del Paso Blvd. Partnership, Alkali and Mansion Flats Historic Neighborhood)
- Property Owners and Business Interests (River District, Railyards, Sacramento Metro Chamber, Downtown Sacramento Partnership, Natomas Corporate Center, Gateway Center)
- Parkway interests (American River Parkway Foundation, Save American River Association, ECOS)
- Alternative transportation (Sac Regional Transit, South Natomas TMA, Sacramento TMA, SABA) and other interests
- Special interest groups (i.e., fisherman, etc.)

AIM will work with the City and the project team to identify potential stakeholders to serve on the SAC. Once an exhaustive list is developed, AIM will interview each potential member. These interviews will be documented for City staff review. In addition to providing the SAC with an understanding of role, function and level of commitment, we will also begin to identify potential issues and/or concerns. The goal will be to establish a well-balanced SAC with representatives who bring diverse perspectives to the project. The composition of the SAC will be developed to assure a balanced diversity of perspectives.

The project schedule anticipates up to six SAC meetings. These meetings are critical for providing a forum for communicating the technical issues and aspects of the study while obtaining the input of the stakeholders in an environment where "everyone can hear the messages". A successful process documents and, ideally, reflects the needs and interests of the community. However, there may be issues or concerns that "cannot" be addressed for technical, environmental or political reasons and the SAC meetings also provide the venue to have these discussions vetted with the various stakeholders.

SAC meetings will include the following items.

- information sharing of current issues and potential solutions
- identification and discussion of community values focused on creating a deeper understanding of the concerns of other interests
- Development of goals and strategies of potential solutions
- Addressing information gaps with presentations by City of Sacramento, other project team members and/or other technical representatives
- Identification of issues related to the goals and discussions regarding resolution of those issues
- Discussion and prioritization of action items to attain the goals
- Selection of potential alternatives
- Screening of alternatives from the Stakeholder perspective
- Shortlisting of alternatives from the Stakeholder perspective

- Reviewing and commenting upon the evaluation of alternative crossing locations, the number of crossings, and the type and location of crossings
- Reviewing and commenting upon the (draft) prioritization of crossings

AIM will coordinate and facilitate six SAC meetings, including convening, outreach, scheduling, agenda development, facilitation and follow-up reporting. In addition, AIM will be responsible for delivering the following items.

Stakeholder Site Tour

As part of one of the stakeholder meetings, we will conduct a site tour for stakeholders. This tour offers an opportunity to engage with the actual reality of the proposed project on the ground. In addition to offering opportunities for informal information exchange between the SAC, the City and project team members, a site tour allows SAC members an ability to match their images to the reality of the actual resources and issues.

AIM will manage all of the logistics, the facilitation plan and facilitate the site tour.

Community Workshops

Community workshops will offer an opportunity for the public at-large to learn about the project and provide input on the purpose and need, recommendations regarding opportunities, constraints, modality and issues. In addition, the public will be asked to help prioritize project goals. AIM will work with the City and project team to develop the most effective format, e.g., short presentation and information stations, to accomplish the identified goals for the community workshop. We anticipate one meeting on the north and one of the south side of the river.

Web Survey

A web survey provides an additional method of gathering community input. While the on-line survey is not a technically unbiased survey (only interested parties with internet-access can/will participate), it provides the SAC with "outside input" to compare the survey results to conclusions developed during the SAC process. AIM will develop and manage an on-line survey, organize the results and present to the SAC and the media.

On-going Stakeholder Communication

So that SAC representatives remain involved, serve as the conduit of information flow between the City and project team and their constituents/organization and are provided with as complete as possible understanding of the project's issues throughout the project duration, AIM will assist the project team by fielding stakeholder questions and providing informational updates (including talking points) about the project and addressing stakeholder concerns about the public participation process on an on-going basis. All stakeholder communications will be documented and provided to the City and the project team via email and a monthly log. In addition, AIM will provide notification and additional information to stakeholders prior to City Council meetings.

Develop Project Collateral Communications Material, such as a Series of Fact Sheets and FAQ Document

To educate stakeholders and the community at-large about the project and keep them informed about project developments, AIM will develop a fact sheet and FAQ document with up to 2 updates of each.

The printed fact sheets will be distributed through city channels, at presentations, workshops and sent to stakeholders.

Develop Content on Project Plans and Progress for Project Web Sites

The project website will serve as the focal point for the SAC and public to obtain the most current information about the project and the process. AIM will work with Linda Tucker, Public Information Officer with Sacramento DOT to develop a project website and post current project information to the project website.

Develop Public Outreach Content for Two Presentations to Sacramento City Council

AIM will assist in developing a presentation for the City Council presentations. In addition, AIM will notify and work with the SAC members so that their representation at the Council meetings is maximized.

Media Relations Support

AIM will work closely with Linda Tucker, PIO, to engage the media and provide media releases and interviews.

Assist with Other Agency Outreach (ICF)

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

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

Deliverable

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

TASK E.ALTERNATIVES ANALYSIS

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

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

Task E.1. Transportation Analysis (Fehr & Peers)

For the transportation analysis, river crossing travel demand within the defined study will be conducted to evaluate the following performance measures for up to six "build" alternatives. Performance measures similar to those identified in the Sacramento River Crossing alternatives analysis shown below will be used in the evaluation, but we will tailor the specific performance measures based on the stakeholder community values assessment. Up to 10 performance measures will be used in the evaluation. For travel demand forecasts, Fehr & Peers has already obtained the latest SACOG SACMET and SACSIM models developed for the MTP Update. These models will be used to produce travel demand related performance measures.

Task E.2. Cost Estimates (Dokken)

Dokken Engineering will prepare planning level cost estimates for up to five alternative crossing locations. These estimates will cover crossing alternatives and approach roadways required to connect alignments to the existing street grid on each end. In addition, floodwall costs for Northgate Blvd. will be prepared. Estimates will include costs for design, environmental review, permitting, construction, right of way and project management. Bridge and roadway construction costs will be based on historical square foot costs for the type of bridge being considered at each alignment, "type" being defined as in the request for proposal as the traffic configuration of the facility for a particular alignment. In other words, the type would include the modes to be carried by the alignment and the space requirements for each mode. Contingencies at this level of estimate may range between 30 and 50 percent depending on the expected challenges and unknowns associated with a particular crossing alignment.

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

As part of the final report, Dokken will also prepare a PSR-level cost estimate for the preferred alternative. This cost estimate will include a more detailed evaluation of key construction costs such as right-of-way and utilities.

Deliverable

- Planning level cost estimates (5 total)

To ensure good coordination with the project team, we propose that Mr. Richard Liptak participate in all the Technical Advisory Committee and Stakeholder meetings.

Task E.3. Analysis of Options

This task will include an alternatives evaluation based on the draft purpose and need statement and an analysis matrix. The effort will begin with the development of evaluation objectives. The performance measures or objectives used in the evaluation matrix will be linked to well-established community values as outlined in our approach above. We will also incorporate objectives based on the transportation analysis outputs and conceptual cost estimates. The complete list of community values will be those expressed through goals and policies of existing plans and stated through the public

outreach program. Once a complete set of objectives is established, we will work with City staff and stakeholders to rank the best performing alternatives for each objective.

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

Deliverable

- Technical Memorandum describing and summarizing alternatives evaluation.

TASK F.FINAL REPORT

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

- Purpose and need (and related federal project development requirements)
- Opportunities and constraints (including physical, environmental, institutional, operational, and funding)
- Potential crossing locations
- Conceptual cross-sections
- Transportation analysis
- Conceptual cost estimates (plus a PSR-level cost estimate for the preferred alternative)
- Summary of Stakeholder and Community Input
- Alternatives evaluation findings

The final report will contain two volumes, a summary report and a technical report that compiles the various technical memorandums and other material prepared during the study. The report will include a recommendation for subsequent steps for those alternatives that performed the best based on the alternatives evaluation. This will include a recommendation for a preferred alternative and the logical approach to continuing the project development process.

Deliverable

- Draft and final report

OPTIONAL TASKS

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

- 1) **Tunnel Evaluation** – One of the options for crossing the American River is a tunnel. Given the sensitivity towards environmental impacts in the American River Parkway, stakeholders may

want a thorough evaluation of a tunnel option. If needed, the Fehr & Peers team has identified Parsons Brinckerhoff as a tunnel resource that would be available to assist on the project.

- 2) **Expanded Public Outreach and Decision Support Tools** – The public outreach program can be expanded to include a wider variety of communications tools and techniques to increase awareness and understanding of the study's outcomes, including:
 - a. Additional e-newsletters.
 - b. Ongoing updates using social media, such as Twitter and Facebook.

EXHIBIT B

PROFESSIONAL SERVICES AGREEMENT

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 **TWO HUNDRED THIRTY ONE THOUSAND FIVE HUNDRED FOUR DOLLARS** (\$231,504.00).
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:

*Fedolia Harris, Senior Planner
915 I Street, Room 2000
Sacramento, CA 95814*

Phone: 916.808.2996 Fax: 916.808.8404 Email: fharris@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.

Dokken Engineering									
	Princpl	Assoc	Sr Engineer	Eng/Plan	Hours	Cost	Hours	Cost	
	\$285	\$150	\$184	\$108	Subtotal	Subtotal	Total	Total	
Task A - Project Management									
	48								
Subtotal	48	0					72	\$15,807	
Task B - Purpose and Need Statement									
	12	2			0	\$0	56	\$10,343	
Subtotal	12	2	0	0	0	\$0	56	\$10,343	
Task C - Determine Crossing Locations									
Ops, Constraints & Environmental Screening	16	8			0	\$0	152	\$23,920	
Bridge Locations & Cross Sections (Traffic Forecasts)	16	20			0	\$0	100	\$14,747	
Subtotal	32	28	0	0	0	\$0	252	\$38,668	
Task D - Public Outreach									
Stakeholder Selection and Role	40	12			0	\$0	289	\$39,358	
Other Public Outreach Components	16	16			0	\$0	330	\$38,331	
Assist with Other Agency Outreach					0	\$0	10	\$1,722	
Subtotal	56	28	0	0	0	\$0	629	\$79,411	
Task E - Alternatives Analysis									
Transportation Analysis	16	16			0	\$0	172	\$22,736	
Cost Estimates			36	80	130	\$18,069	130	\$18,069	
Analysis of Options	20	8			0	\$0	92	\$14,044	
Subtotal	36	24	36	80	130	\$18,069	394	\$54,849	
Task F - Final Report									
Draft Report	16	12			0	\$0	136	\$18,387	
Response to Comments and Final Report	4	12			0	\$0	30	\$4,485	
Subtotal	20	24	0	0	0	\$0	166	\$22,872	
Total	204	106	36	80	130	\$18,069	1,569	\$221,950	
Other Direct Costs						\$500		\$9,554	
Grand Total						\$18,569		\$231,504	

The billing rates identified above are calculated on a cost plus over



COST PROPOSAL

CONTRACT No. T15125300
CONSULTANT Fehr & Peers

Date 12/09/11

DIRECT LABOR

Classification	Name	Hours	Initial Hourly Rate	Total
Principal	Bob Grandy & Ron Milam	204.0 @	\$ 94.92	\$ 19,363.68
Principal	Kate Binning	106.0 @	\$ 51.17	\$ 5,424.02
Engineer/Planner	Charlie Alexander/Kwasi Donkor	256.0 @	\$ 34.45	\$ 8,817.92
Technician	Steve Rhyne	244.0 @	\$ 41.33	\$ 10,084.52
Administrative	Gloria Brill	44.0 @	\$ 29.52	\$ 1,298.88
		0.0 @	\$	\$ -
		0.0 @	\$ 0.00	\$ -
		0.0 @	\$ 0.00	\$ -

Subtotal Direct Labor Costs \$ 44,989.02

Total Direct Labor Costs \$ 44,989.02

FRINGE BENEFITS

Fringe Benefits	Rate	Total
	55.30%	\$ 24,878.93
Total Fringe Benefits		\$ <u>24,878.93</u>

INDIRECT COSTS

Overhead/General and Administrative	Rate	Total
	117.65%	\$ 52,929.58
Total Indirect Costs		\$ <u>52,929.58</u>

FEE @ 10%

\$ 12,279.75

OTHER COSTS

Mileage	\$
Reproductions Costs (out of office blue lines, xerox, binding)	\$ <u>6,754.00</u>
Photographic Film & Processing	\$
Mail & Delivery Services (California Overnight and Postage)	\$
Total Other Costs	\$ <u>6,754.00</u>

TOTAL COSTS

\$ 141,831.28

COST PROPOSAL

CONTRACT No. American River Crossing Alternatives Study
CONSULTANT ICF International

Date 02/04/12

DIRECT LABOR

Classification	Name	Range	Hours	Initial Hourly Rate	Total
Proj Dir	Townsley, Margaret	46.49 - 81.20	18	@ \$ 75.37	\$ 1,356.66
Proj Dir	Axlaq, Vicki	46.49 - 81.20	48	@ \$ 48.70	\$ 2,337.60
Sr Consult III	Bromund, Claire	38.46 - 54.00	40	@ \$ 42.88	\$ 1,715.20
Sr Consult I				@ \$	\$ -
Sr Consult II				@ \$	\$ -
Sr Tech Analyst	Kozlowski, Jeff	39.36 - 75.00	16	@ \$ 50.66	\$ 810.56
Proj Dir				@ \$	\$ -

Subtotal Direct Labor Costs \$ 6,220.02
Anticipated Salary Increases (5% for one year) \$

Total Direct Labor Costs \$ 6,220.02

FRINGE BENEFITS

Fringe Benefits Rate 33.84% Total \$ 2,104.85
Total Fringe Benefits \$ 2,104.85

INDIRECT COSTS

Overhead/General and Administrative 156.38% \$ 9,726.87
Total Indirect Costs \$ 9,726.87

FEE @ 10% \$ 1,741.99

OTHER COSTS

Surveys and Reports (Cultural Database Search) \$ 600.00
Reimbursables \$ 600.00
Total Other Costs \$ 600.00

SUBTOTAL \$ 20,393.74

SUBCONSULTANTS \$

TOTAL COSTS \$ 20,394

COST PROPOSAL

CONTRACT No. T15125300
CONSULTANT Dokken Engineering

Date 11/30/11

DIRECT LABOR

Classification	Name	Hours	Initial Hourly Rate	Total
Principal	<u>Liptak, Richard</u>	<u>20.0</u> @	\$ <u>75.00</u>	\$ <u>1,500.00</u>
Senior Engineer/Planner	<u>Powers, Anthony</u>	<u>20.0</u> @	\$ <u>62.50</u>	\$ <u>1,250.00</u>
Engineer/Planner	<u>Staff</u>	<u>90.0</u> @	\$ <u>40.40</u>	<u>3,636.00</u>
		<u>0.0</u> @	\$	\$ -
		<u>0.0</u> @	\$ <u>0.00</u>	\$ -
		<u>0.0</u> @	\$ <u>0.00</u>	\$ -

Subtotal Direct Labor Costs \$ 6,386.00

Total Direct Labor Costs \$ 6,386.00

FRINGE BENEFITS

	Rate	Total
Fringe Benefits	<u>22.43%</u>	\$ <u>1,432.38</u>
Total Fringe Benefits		\$ <u>1,432.38</u>

INDIRECT COSTS

Overhead/General and Administrative	<u>134.81%</u>	\$ <u>8,608.97</u>
Total Indirect Costs		\$ <u>8,608.97</u>

FEE @ 10% \$ 1,641.91

OTHER COSTS

Mileage	\$	
Reproductions Costs (out of office blue lines, xerox, binding)	\$	<u>500.00</u>
Photographic Film & Processing	\$	
Mail & Delivery Services (California Overnight and Postage)	\$	
Total Other Costs	\$	<u>500.00</u>

TOTAL COSTS \$ 18,569

EXHIBIT D

PROFESSIONAL SERVICES AGREEMENT

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

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

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

9. Term; Suspension; Termination.

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

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

10. Indemnity.

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

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

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

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

A. Minimum Scope & Limits of Insurance Coverage

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

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

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

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

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

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

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

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

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

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

B. Additional Insured Coverage

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

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

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

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

C. Other Insurance Provisions

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

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

D. Acceptability of Insurance

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

E. Verification of Coverage

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

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

F. Subcontractors

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

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

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

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

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

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

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

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

EXHIBIT E

REQUIREMENTS OF THE NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

INTRODUCTION

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

APPLICATION

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

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

DEFINITIONS

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

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

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

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

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

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

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

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

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

EMPLOYER COMPLIANCE CERTIFICATE AND NOTICE REQUIREMENTS

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

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

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

Attachment A



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

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

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

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

The included employee benefits are:

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

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

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

You May . . .

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

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

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

Attachment B



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

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

The included employee benefits are:

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

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

You May . . .

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

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

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

Discrimination and Retaliation Prohibited.

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

You May Also . . .

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

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

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

LOCAL AGENCY: City of Sacramento LOCATION: Sacramento, CA
 PROJECT DESCRIPTION: American River Crossing Alternatives Study
 PROPOSAL DATE: December 9, 2011
 PROPOSER'S NAME: Fehr & Peers
 CONTRACT UDBE GOAL (%): 11.71%

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
Various Tasks	Public Outreach	35954 expires 7/7/2015	AIM Consulting, Inc. 2523 J St., Suite 201 Sacramento, CA 95816	21.90%

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 P. Cordova [Signature] 2-14-12
 Print Name Signature Date
 Local Agency Representative

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

Total Claimed UDBE Commitment 21.90 %

[Signature]
 Signature of Proposer

February 13, 2012 916-773-1900
 Date (Area Code) Tel. No.

Ronald T. Milam, Principal
 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 10-02 Local Agency Proposer DBE Information (Consultant Contracts)

NOTE: PLEASE REFER TO INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM				
LOCAL AGENCY: <u>City of Sacramento</u>		LOCATION: <u>Sacramento, CA</u>		
PROJECT DESCRIPTION: <u>American River Crossings Alternatives Study</u>				
TOTAL CONTRACT AMOUNT (\$): <u>231,504</u>				
PROPOSER'S NAME: <u>Fehr & Peers</u>				
WORK ITEM NO.	DESCRIPTION OR SERVICES TO BE SUBCONTRACTED (or contracted if the proposer is a DBE)	DBE CERT NO. AND EXPIRATION DATE	NAME OF EACH DBE (Must be certified at the time proposals are due - include DBE address and phone number)	DOLLAR AMOUNT OF EACH DBE
Various Tasks	Public Outreach	35954 expires 1/7/2015	AIM Consulting, Inc. 2523 J Street Suite 201 Sacramento, CA 916-442-1168	\$50,710
For Local Agency to Complete: Local Agency Contract Number: _____ Federal-Aid Project Number: _____ Federal Share: _____ Contract Award: _____ Local Agency certifies that the DBE certifications have been verified and all informations is complete and accurate.				Total Claimed DBE Participation \$ <u>50,710</u> <u>21.90</u> %
_____ Print Name Local Agency Representative _____ Signature _____ (Area Code) Telephone Number:				_____ Signature of Proposer _____ Date _____ (Area Code) Tel. No. _____ Person to Contact _____ (Please Type or Print)
For Caltrans Review: _____ Print Name Caltrans District Local Assistance Engineer _____ Signature _____ Date				_____ Local Agency Proposer DBE Information (Consultant Contracts) (Rev 6/27/09)

Distribution: (1) Copy - Fax or scan a copy to the Caltrans District Local Assistance Engineer (DLAE) within 15 days after contract execution. Failure to send a copy to the DLAE within 15 days after contract execution may result in deobligation of funds for this project.
 (2) Original - Local agency files

Exhibit 10-Q Disclosure of Lobbying Activities

N/A
DISCLOSURE OF LOBBYING ACTIVITIES N/A
COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action:		2. Status of Federal Action:		3. Report Type:	
<input type="checkbox"/>	a. contract	<input type="checkbox"/>	a. bid/offer/application	<input type="checkbox"/>	a. initial
	b. grant		b. initial award		b. material change
	c. cooperative agreement		c. post-award	For Material Change Only:	
	d. loan			year _____ quarter _____	
	e. loan guarantee			date of last report _____	
	f. loan insurance				
4. Name and Address of Reporting Entity			5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:		
<input type="checkbox"/>	Prime	<input type="checkbox"/>	Subawardee		
			Tier _____, if known		
Congressional District, if known _____			Congressional District, if known _____		
6. Federal Department/Agency:			7. Federal Program Name/Description:		
			CFDA Number, if applicable _____		
8. Federal Action Number, if known:			9. Award Amount, if known:		
10. a. Name and Address of Lobby Entity (If individual, last name, first name, MI)			b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI)		
(attach Continuation Sheet(s) if necessary)					
11. Amount of Payment (check all that apply)			13. Type of Payment (check all that apply)		
\$ _____	<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	
12. Form of Payment (check all that apply):			<input type="checkbox"/>	d. contingent fee	
<input type="checkbox"/>	a. cash		<input type="checkbox"/>	e. deferred	
<input type="checkbox"/>	b. in-kind; specify: nature _____		<input type="checkbox"/>	f. other, specify _____	
	Value _____				
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:					
(attach Continuation Sheet(s) if necessary)					
15. Continuation Sheet(s) attached:			Yes <input type="checkbox"/>	No <input type="checkbox"/>	
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.					
			Signature: <u>RTM</u>		
			Print Name: <u>Ronald T. Milam, AICP, PTP</u>		
			Title: <u>Principal</u>		
			Telephone No.: <u>916-773-1900</u> Date: <u>2/13/2012</u>		
Authorized for Local Reproduction					
Standard Form - LLL					
Federal Use Only:					

Standard Form LLL Rev. 04-28-06

YEAR

Withholding Exemption Certificate

CALIFORNIA FORM

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

Marion Donnelly

Payee's name

Payee's SOS file no. SSN or ITIN CA corp. no. FEIN

139007

Fehr & Peers

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

Apt. no./ Ste. no.

100 Pringle Avenue, Suite 600

600

City

State ZIP Code

Walnut Creek, CA 94596

CA 94596

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.

Marion Donnelly

Payee's name and title (type or print) Chief Financial Officer Daytime telephone no. 925-930-7100

Payee's signature  Date February 13, 2012

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) Fehr & Peers	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input checked="" 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.) 100 Pringle Avenue, Suite 600 City, state, and ZIP code Walnut Creek, CA 94596 List account number(s) here (optional)	
Requester's name and address (optional)		

Part I Taxpayer Identification Number (TIN)

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

Social security number								

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

Employer identification number								
6	8	-	0	0	6	5	5	4

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ Date ▶ 2-7-12

General Instructions

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

Purpose of Form

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

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

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

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

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

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

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

DESCRIPTIONS (Continued from Page 1)

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

Insured: Fehr & Peers
Insurer: Hartford Casualty Insurance Co.
Policy Number: 57SBAVA1664
Policy Period: November 1, 2011 – November 1, 2012

Additional Insured: City of Sacramento, its officials, employees and volunteers.

EXCERPTS FROM: Hartford Form SS 00 08 04 05

BUSINESS LIABILITY COVERAGE FORM

C. WHO IS AN INSURED

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

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

f. Any Other Party

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

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

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

E.5. Separation of Insureds

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

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

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

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

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

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

EXCERPT FROM Hartford Form SS 04 38 06 01

HIRED AUTO AND NON-OWNED AUTO

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

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

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

This endorsement forms a part of Policy No. 57WEKO6130

Issued to: Fehr & Peers

By: Hartford Underwriters Ins. Co.

Premium (if any) TBD

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

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

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

Schedule

Person or Organization

Job Description

City of Sacramento
Dept of Transportation, Engineering
ATTN: Jose R. Ledesma
915 I Street, Room 2000
Sacramento, CA 95814-2702

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

Julie La Nelson