



City of Sacramento City Council

5

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

Meeting Date: 4/3/2012

Report Type: Consent

Title: Contract: I-5 Riverfront Reconnection Project (T15998100)

Report ID: 2012-00220

Location: Old Sacramento, District 4

Recommendation: Pass a Motion authorizing the City Manager to execute a contract in an amount not to exceed \$799,178 with Parsons Brinckerhoff, Inc. for the I-5 Riverfront Reconnection Project

Contact: Jesse Gothan, Associate Engineer, (916) 808-6897; Nicholas Theocharides, Engineering Services Manager, (916) 808-5065, Department of Transportation

Presenter: None

Department: Transportation Department

Division: Funding & Project Development

Dept ID: 15001121

Attachments:

- 1- Description/Analysis
- 2 - Background Information
- 3 - Contract with Parsons Brinckerhoff, Inc.

City Attorney Review

Approved as to Form
Gerald Hicks
3/21/2012 3:28:35 PM

City Treasurer Review

Reviewed for Impact on Cash and Debt
Russell Fehr
3/15/2012 6:29:58 PM

Approvals/Acknowledgements

Department Director or Designee: Jerry Way - 3/20/2012 1:01:33 PM



Description/Analysis

Issue: On November 8, 2011, City Council directed staff to move forward with final design of the I-5 Riverfront Reconnection Project (T15998100). A request for proposals for consultant services to prepare the final design and construction documents for the I-5 Riverfront Reconnection Project (T15998100) was advertised. City staff from Engineering Services reviewed and evaluated the firm's written proposal based on experience, qualifications, and a proposed work plan for the project. Based on these results, the panel selected Parsons Brinckerhoff, Inc. Approval of the agreement is required to provide final plans, specifications, and estimates for the I-5 Riverfront Reconnection Project (T15998100).

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

Environmental Considerations:

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

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

Other: None.

Commission/Committee Action: None.

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

Financial Considerations: The I-5 Riverfront Reconnection Project (T15998100) has a total budget of \$5,385,512, consisting of State, Federal and Local Transportation funds. As of February 28, 2012 the unobligated balance is \$1,047,377, which is sufficient to execute a contract in the amount of \$799,178 with Parsons Brinckerhoff, Inc. and fund staff costs associated with permitting, final design, preparation of construction documents and project advertisement.

No general funds are planned or programmed for this project.

Emerging Small Business Development (ESBD): This is a federally-funded project. Underutilized Disadvantaged Business Enterprise (UDBE) project participation requirements apply. E/SBE rules are held in abeyance. The contract award will comply with all federal UDBE participation requirements. Parsons Brinckerhoff, Inc. has pledged to meet or exceed the 8.08% UDBE project participation goal set for this project.

Background

The I-5 Riverfront Reconnection Project (T15998100) has had an extensive public process dating back to 2003. When Interstate 5 (I-5) was built, the riverfront was virtually cut off from downtown, isolating the community from its historic origin and the river. The I-5 Riverfront Reconnection Project (T15998100) has studied various alternatives to reconnect the downtown business district with the riverfront. Specific goals of the project are:

- Regain access to the river and reconnect downtown to the river
- Create a balance of land uses
- Create economic opportunity
- Mitigate the environmental impacts of I-5

The original decking project envisioned decking across the below grade (“boat section”) section of Interstate 5, and providing a park and/or commercial buildings over this segment of the freeway, essentially reconnecting downtown to the riverfront and overcoming the barrier to local connectivity created by the construction of Interstate 5. The project featured several public meetings and extensive coordination and briefings with stakeholder organizations/boards and community groups throughout the city and region, including: three design charettes, five public meetings/open houses/events, three stakeholder focus groups/roundtables, and more than 30 stakeholder events.

Beginning with approximately 36 alternatives, the project was narrowed to six alternatives (three full deck options and three minimal deck options) that met the defined purpose and need developed through the public process: to support the proposed land uses in the project area by improving local circulation of motorized and non-motorized traffic. Following acceptance of these six alternatives by City Council in September 2004, more detailed technical analysis was conducted and the concepts were further screened to three alternatives. As required by the Federal Highway Administration (FHWA) for federal funds, a value analysis study was completed in 2008. The study ultimately concluded that a decking project would not be financially feasible because the cost of the investment could not be repaid by building leases or sales on the deck. The prospect of private development or federal dollars funding that scale of project was not apparent. In October 2009, City Council received these findings and directed staff to move forward with environmental documentation for the minimal third alternative.

The third alternative, with estimated construction cost at approximately \$37 million dollars, provides the circulation benefits by connecting Downtown to the Riverfront but it does not have the significant cost associated with the decking alternatives that were estimated at over \$100 million dollars. The third alternative improves access from the Crocker Art Museum to Old Sacramento, Capitol Mall, and the Tower Bridge by providing a new bridge at N Street over I-5, new sidewalks on O Street and Capitol Mall,

and highlighted by a new gateway intersection into Old Sacramento from Capitol Mall.

The City's Department of Transportation (DOT) staff moved forward in 2010 preparing the CEQA and NEPA documents and the Caltrans project report; the project report was approved by Caltrans June 2011. Plans and renderings of the third alternative were presented to the Old Sacramento Business Association (OSBA) in November of 2010 followed by a public open house depicting project renderings. Staff received comments and returned to the OSBA in July of 2011 where the OSBA approved a motion in support of the project. Lastly, a public meeting was held on August 17, 2011 to solicit comments from the public regarding the third alternative and associated environmental analysis. The circulation period closed on August 31st and there were a total of 12 comments received regarding the Initial Study and Mitigated Negative Declaration. On November 8, 2011 the City Council approved the Initial Study/Mitigated Negative Declaration and directed staff to move forward with final design and with first phase elements of the project.

The first phase elements are the construction of the new connection of 2nd street into Old Sacramento from Capitol Mall, the widening of the Capitol Mall sidewalks over I-5, and the construction of the sidewalk on the south side of the O Street Bridge over I-5. These elements meet existing needs to provide better access between Capitol Mall, Old Sacramento, the Crocker Art museum, as well as crossing I-5 toward the riverfront. Future phase elements are the construction of the Front Street ramp to Capitol Mall and the construction of the N Street Bridge over I-5. The new bridge over I-5 at N Street and the new Front Street ramp to Capitol Mall will become a mobility need as nearby Blueprint developments such as the Docks Specific Plan and other vacant economic development parcels around Capitol Mall develop. These priorities are based upon the anticipated future construction funding and mobility needs.

The federal funds for this project will expire October 2013. Staff received an extension of these funds for one year to complete final design. With the extension of these funds and the local transportation funds, staff can proceed with final design of the first phase. No funding has been identified for the construction of the first phase. Staff believes the first phase may be a candidate for a federal or state grant opportunity in the near future, once the design is complete.

In January of 2012, DOT advertised a request for proposals for professional services per federal and local requirements and received one proposal. City staff from Engineering Services reviewed and evaluated the firm's written proposal based on experience, qualifications, and the proposed work plan for the project. The panel recommended selecting Parsons Brinckerhoff, Inc. for the project. Since then City staff has entered into negotiations with Parsons Brinckerhoff Inc. for the scope of services. This is a federally-funded project. Underutilized Disadvantaged Business Enterprise (UDBE) project participation requirements apply. E/SBE rules are held in abeyance.

PROJECT #:T15998100
PROJECT NAME: Riverfront Reconnection Project
DEPARTMENT: Transportation
DIVISION: Engineering Services

CITY OF SACRAMENTO

PROFESSIONAL SERVICES AGREEMENT FOR DESIGN SERVICES

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

THIS AGREEMENT is made at Sacramento, California, as of April 3, 2012 by and between the **CITY OF SACRAMENTO**, a municipal corporation ("CITY"), and

Parsons Brinckerhoff, Inc. ^{CR}
2329 Gateway Oaks Drive
Sacramento, Ca 95833

("CONTRACTOR"), who agree as follows:

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

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

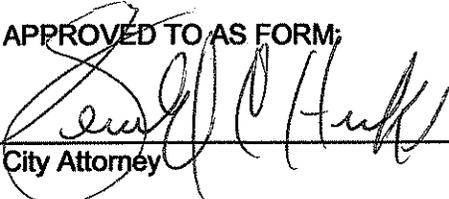
- 5. **Non-Discrimination in Employee Benefits.** This Agreement is subject to the provisions of Sacramento City Code Chapter 3.54, Non-Discrimination in Employee Benefits by City Contractors. The requirements of Sacramento City Code Chapter 3.54 are summarized in Exhibit E. CONTRACTOR is required to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

Executed as of the day and year first above stated.

CITY OF SACRAMENTO
A Municipal Corporation

By: _____
 Print name: Jerry Way
 Title: Director of Transportation
 For: John F. Shirey, City Manager

APPROVED TO AS FORM:



 City Attorney

ATTEST:

City Clerk

Attachments

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

CONTRACTOR SIGN HERE
Parsons Kerhoff, Inc
 NAME OF FIRM
1531569
 Federal I.D. No.
0900655
 State I.D. No.

6392
 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

Cheryl Creson Vice President

 Print Name and Title



 Additional Signature (if required)

Cary M. Siegel, Asst Secretary

 Print Name and Title

**DECLARATION OF COMPLIANCE
Equal Benefits Ordinance**

Name of Contractor: Parsons Brinckerhoff, Inc. ^{CR}

Address: 2329 Gateway Oaks Drive Sacramento, Ca 95833

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.

Cheryl Creson
Signature of Authorized Representative

3/15/12
Date

Cheryl Creson
Print Name

Vice President
Title

EXHIBIT A

PROFESSIONAL SERVICES AGREEMENT FOR DESIGN SERVICES

SCOPE OF SERVICES

1. Representatives.

The CITY Representative for this Agreement is:

*Jesse Gothan, Project Manager
915 I Street, Room 2000
Sacramento CA 95814
916-808-6897/jgothan@cityofsacramento.org*

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

The CONTRACTOR Representative for this Agreement is:

Parsons Brinckerhoff
Ali Seyedmadani
Vice President/Principal-in-Charge
2329 Gateway Oaks Drive
Sacramento, Ca 95833

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

2. Professional Liability Insurance. Professional Liability (Errors and Omissions) insurance is X is not ___ required for this Agreement. If required, such coverage must be continued for at least 1 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 Adesignated 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 Aconsultants@ under the Political Reform Act. The term Aconsultant@ 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 April 3, 2012 through June 30, 2014, or in accordance with the schedule, set forth in the scope of services.

Riverfront Reconnection Project

Scope of Work

Assumptions:

- The final design will be based on and further develop the design concepts approved in Project Report and environmental document.
- Because the final track alignment or station locations for the Streetcar are not yet established, the future track alignment will not be considered in final project design; however PB staff will coordinate with Sparky Harris (City Streetcar Project Manager) to inform the Streetcar team of the Riverfront Reconnection final design plans and suggest options for their consideration in future design such as a table top intersection or embedding the tracks – this will be done through regular coordination meetings with city staff such as PDT meetings. However, PB will not manage the concept approval or design of the track alignment itself or associated coordination with Caltrans that is considered part of the Streetcar project future design effort.
- The former Decking options are not required to be a consideration with final design of 2nd Street Connector and alignment of Front Street Viaduct. If the decking project is pursued in the future, a re-evaluation of the viaducts will be done with that effort.
- To improve day light on the multi-use trail and to potentially lower the alignment of the viaduct structures, the 2nd Street Connector and Front Street Viaduct alignment will overhang the shoulder of I-5. An additional alignment will be evaluated which will increased the overhang width up to 20' total will be reviewed with the City and Caltrans to determine the cost, benefit, traffic impacts to I-5 mainline and constructability of additional overhang.
- Utility, drainage, and right of way impacts are assumed to be minimal as noted in the project report.
- City Design and Real Estate Staff will coordinate the right of way takes and agreements with Caltrans. The consultant team will prepare any necessary legal descriptions and plat maps.
- Project deliverables will be submitted in the form of 1 hard copy and 1 electronic copy (PDF) format.

Task 100 Project Management & Coordination Meetings

PB will schedule regular project development team (PDT) meetings with the City and Caltrans to keep Caltrans up to date on the progress. In addition to the project kickoff meeting, meetings will be held at a minimum every other month and after each project submittal to review comments. Subconsultants will attend the meetings as needed.

Bi-monthly PDT meetings to include: Geometric Approval Drawing submittal and review of each milestone submittal comments (60%, 90% and 100%)

Up to four (4) meetings with permitting agencies or other project meetings as needed.

PB will also update the project schedule monthly, alerting the PM of any delays to the schedule which may affect the delivery date on submittals.

Deliverables:

- Total of 12 Meetings, notices, agendas and meeting minutes
- Monthly project schedule updates
- Monthly progress report and invoice

Task 101 Public Outreach

Task 101.1 Design Charettes (2)/Stakeholder Outreach

A pair of design charettes/ outreach will be held with select key stakeholders (as identified in conjunction with the City) during the early design phase to ensure all key stakeholder input is identified and considered before advancing the final design plans.

The project team will provide all logistical support and preparations for these special meetings, including noticing/invitations, materials/boards and technical staff.

As with previous presentation regarding this project, the Old Sacramento Business Association may be asked to provide facilities for these meetings (e.g., Stanford Gallery).

Up to 90 hours are assumed for a graphics designer to produce boards and visualization exhibits.

Deliverables

- Meeting invitations to selected stakeholders
- Meeting sign-in sheets and notes
- Discussion materials/boards/graphics, as needed
- Coordinating Title 6 compliance with City staff for the public meeting.

Task 101.2 Public Outreach Meeting/Public Noticing/Media Outreach Support

One (1) meeting will be held to update the public on the proposed project. The format of the meeting will likely be a hybrid of open house (with stations/boards) and formal presentation by the project team. The outreach team will provide all logistical and event-day support for this meeting, which will take place at a facility of the City's choosing (e.g., Library Galleria).

Public noticing for the public meeting will include a 1/8-page ad in a weekday edition of the Sacramento Bee, as well as e-mail invitations to the stakeholder database, pdf announcements provided to Old Sacramento Business Association and other stakeholder groups for forwarding to their constituents, and a press release drafted by the outreach team and then finalized and issued by the City.

Up to 46 hours are assumed for a graphics designer to produce boards and visualization exhibits.

Deliverables

- Draft press release
- Fact sheets/boards/graphics, as needed
- E-mail invitations to stakeholder database
- Comment/summary report

Task 101.3 Project Website

HDR and the project team will provide updates to City staff to ensure the City's website is up to date and a place where the public can find the latest information on the project, including at total of up to four (4) major updates along with minor updates as needed.

Deliverables

- Up to four (4) major web updates, plus minor changes, as necessary

Task 105 Preliminary Engineering

PB will work with MTCO to review the project concepts for the O Street Bridge widening, Capitol Mall improvements and the 2nd Street Connector into Old Sacramento and using the current 2nd Street – Capitol Mall connector typical section to evaluate and make recommendations for two alignment options for overhanging I-5 no more than 20'. For this

evaluation the Front Street section will assume an option that includes bike lanes, and the 2nd Street – Capitol Mall connector will not assume bike lanes but remain as shown in the project report.

Once the alignment is determined, the PB team will work with the City to finalize the layout of the intersection with 2nd Street/Capitol Mall/Front Street and develop the design criteria to be used for the project, including minimum design speed, horizontal curve radius, maximum grades, etc. Once the design criteria is approved, PB will prepare the GAD for the City's review.

Once the GAD is approved, the PB team will prepare Utility A letters and plans for the City's review and approval and then send the package to all applicable utility companies. A summary of all utility impacts and proposed resolutions will be prepared.

PB team will determine the extent of ROW required to be acquired for the project and obtain existing ROW descriptions.

Fugro will prepare a draft geotechnical report for the project to be submitted to the City and Caltrans for review. Any comments from the City and Caltrans will be incorporated in the final geotechnical report.

MTCO will prepare a City of Sacramento standard drainage report for the proposed improvements that will include project background and a description of the proposed project, existing and proposed tributary areas, assumptions for rainfall intensities, runoff coefficients, and calculated inlet capacities and drainage spread widths. Unless provided by the City Utilities Department, existing and proposed pipe flows and hydraulic grade line calculations will not be performed. Given the minor drainage modifications required with the project it is anticipated that pipe flow and hydraulic grade line calculations will not be required. MTCO will design the drainage improvements, where feasible, to meet the City of Sacramento standards. If the city standards cannot be met, MTCO will recommend a solution and coordinate with PB and the City to determine the best course of action.

PB will prepare a Structure Type Selection Memo for the 2nd Street Connector Bridge for City's review and approval.

MTCO will coordinate with the utility companies and Caltrans to relocate, adjust or protect the existing utilities within the project area. MTCO will prepare a Utility "A" letter on City of Sacramento letterhead for the City's PM signature. The Utility "A" letter will request utility mapping from all the most current utility companies located within the city. The utility companies will provide their mapping or reply to the City that they have no utilities within the project area. The utility companies will be given 30 days to respond to the "A" letter request. Once the maps are received, topographic surveys and topographic mapping is provided, MTCO will enter the existing utility information into AutoCAD. Once the proposed improvements have been roughly determined, MTCO will prepare Utility Conflict Maps showing potential conflicts with the existing utilities. These maps will be presented to the utility companies for confirmation. Underground utilities will be potholed by the utility companies to positively identify the impact.

Deliverables:

- Design Criteria Memorandum
- GAD
- Structure Type Selection Memo
- Draft Geotechnical/ Bridge Foundation Report
- Draft Drainage Report
- Utility A letters and plans
- Utility impact summary

Task 202-203 Survey and Base Map

Psomas has previously surveyed the project area. Psomas will provide supplemental surveys as needed, up to \$10,000 fee to include ROW to create a complete base map.

Task 205 60% Design

Y&C will extract projected traffic volumes from the traffic study report and prepare a signal design concept report for the Capitol Mall/2nd Street and 3rd Street/L Street intersections. The draft signal concept report will be submitted to the City for review. Any comments by the City will be incorporated into the final signal design concept report.

The draft traffic engineering concept report for 2nd Street and L Street intersection will show traffic operations for the intersection for vehicles, bicyclists and pedestrians for an all way stop intersection. Y&C will visit the field and observe pedestrian, bicycle, and motor vehicle travel characteristics during the morning and evening peak hours, the draft report will include these observations. The draft report will be submitted to the City for review. Any comments by the City will be incorporated into the final traffic engineering concept report.

MTCO will prepare utility B letters and plans for utility verification of facilities and identification of conflicts within the proposed design for City review.

Based on the approved GAD plans 60% design plans, unedited specifications and estimate will be prepared for the City's review and will include the following:

- Cover/Title Sheet
- Typical Cross Sections
- Survey Control Diagram
- Layout Plan and Profiles
- Construction Details
- Construction Traffic Control and Staging
- Erosion Control Plans
- Combined Drainage and Utility Plans
- Landscaping and Irrigation Plans for Capitol Mall planters
- Signing and Striping Plans
- Traffic Signal Plans and Interconnect System Plans
- Street Lighting Plans
- Structure Plans

Deliverables:

- Final Geotechnical/ Bridge Foundation Report
- Final Drainage Report
- Draft and Final Signal Design Concept Report for Capitol Mall & 2nd Street Intersection, 3rd Street and L Street Intersection
- Draft and Final Traffic Engineering Concept Report for 2nd Street and L Street intersection
- 60% Plans, Specification and Estimate
- Utility B letters and plans

Task 206 90% Design

BRG will perform an independent check calculation of the 60% bridge plans in accordance with Caltrans procedures.

The PB team will meet with the City to review 60% design comments and prepare and submit 90% PS&E package.

MTCO will submit utility C letters and plans to those utilities which are identified to be in conflict with the final design with the Notice to Owners (notice to begin relocation). Because there is federal funding identified for this project, the City will need to follow the Caltrans process for utility relocations which includes: Record of Investigation (ROI), Claim Letters, Utility Agreements, and Notice to Owners, prior to completing the Utility Certification. MTCO will coordinate with PB, City, utility companies and Caltrans to process and track these agreements.

MTCO will prepare the Certificate of Sufficiency (COS) form as required for Caltrans.

Deliverables:

- One (1) hard copy of Bridge Independent check calculation (if requested)
- 90% Plans, Specification and Estimate
- Response to Comments on 60% PS&E
- Utility C letters and plans
- Caltrans Encroachment Permit and Cooperative Agreement

Task 207 100% Design

MTCO will coordinate with the City and Caltrans to prepare the Utility Certification, and Certificate of Sufficiency (if required) for the project. PB, along with Psomas, will provide mapping required for the ROI process. The map shall include limits of public right of way and existing utility easements. Caltrans will use this information to develop cost sharing amounts where federal funds will be used to reimburse the project. MTCO will prepare the Certificate of Sufficiency (COS) form for submittal to Caltrans. Similar to past Caltrans and federally funded projects the City Right of Way Department will prepare the Right of Way Certification form in coordination with Caltrans.

Deliverables:

- 100% Plans, Specification and Estimate
- Utility Certification
- Response to Comments on 90% PS&E
- Resident Engineer's File

Task 218 Permitting

Ascent and PB will work with the resource agencies to obtain the required preconstruction permits for the project.

Yorke Engineering, LLC (Yorke), a subconsultant to Ascent, will establish initial National Emissions Standards for Hazardous Air Pollutants (NESHAP) program requirements for the project, prepare the required notifications and work closely with the City to ensure the NESHAP compliance requirements are understood by the project team.

Deliverables:

- NPDES General Permit Coordination
- NESHAP concurrence

EXHIBIT B

PROFESSIONAL SERVICES AGREEMENT FOR DESIGN SERVICES

FEE SCHEDULE/MANNER OF PAYMENT

1. **CONTRACTOR's Compensation.** The total of all fees paid to the CONTRACTOR for the performance of all services set forth in Exhibit A, including normal revisions (hereafter the "Services"), and for all authorized Reimbursable Expenses, shall not exceed the total sum of SEVEN HUNDRED NINE NINETY NINE THOUSAND ONE HUNDRED SEVENTY EIGHT DOLLARS (\$799,178.00)
2. **Billable Rates.** CONTRACTOR shall be paid for the performance of Services on an hourly rate, daily rate, flat fee, lump sum or other basis, as set forth in Attachment 1 to Exhibit B, attached hereto and incorporated herein.
3. **CONTRACTOR's Reimbursable Expenses.** Reimbursable Expenses shall be limited to actual expenditures of CONTRACTOR for expenses that are necessary for the proper completion of the Services and shall only be payable if specifically authorized in advance by CITY.
4. **Payments to CONTRACTOR.**
 - A. Payments to CONTRACTOR shall be made within a reasonable time after receipt of CONTRACTOR's invoice, said payments to be made in proportion to services performed or as otherwise specified in Attachment 1 to Exhibit B. CONTRACTOR may request payment on a monthly basis. CONTRACTOR shall be responsible for the cost of supplying all documentation necessary to verify the monthly billings to the satisfaction of CITY.
 - B. All invoices submitted by CONTRACTOR shall contain the following information:
 - (1) Job Name
 - (2) Description of services billed under this invoice, and overall status of project
 - (3) Date of Invoice Issuance
 - (4) Sequential Invoice Number
 - (5) CITY's Purchase Order Number
 - (6) Total Contract Amount
 - (7) Amount of this Invoice (Itemize all Reimbursable Expenses)
 - (8) Total Billed to Date
 - (9) Total Remaining on Contract
 - (10) Updated project schedule. This shall identify those steps that shall be taken to bring the project back on schedule if it is behind schedule.
 - C. Items shall be separated into Services and Reimbursable Expenses. Billings that do not

conform to the format outlined above shall be returned to CONTRACTOR for correction. CITY shall not be responsible for delays in payment to CONTRACTOR resulting from CONTRACTOR's failure to comply with the invoice format described below.

D. Requests for payment shall be sent to:

*Jesse Gothan, Project Manager
915 I Street, Room 2000
Sacramento CA 95814
916-808-6897/jgothan@cityofsacramento.org*

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

	SCOPE DESCRIPTION	Bill Rate	Cheryl Creson (PIC)	Subconsultants							Total			
				Ascent Environmental	BRG Engineering	Fugro West, Inc.	HDR Engineering, Inc.	Psomas	Creese Design Associates	Y&C Transportation Consultants, Inc.				
100	Project Management	Hours/Task	4											
	Project Kickoff Meeting													
	Meetings (PDT, coordination meetings)		4				39	0	28	0	511			
	Prepare and Submit Monthly Progress Reports and Invoices						39		28		203			
	Coordination with Subs										40			
	Monthly Project Schedule updates										56			
	QA/QC										16			
	Public Outreach		0								184			
	Community Outreach Meeting						120	0	0	0	334			
	Stakeholder Charettes						50				120			
	Website Updates						52				184			
105	Scope Final Project		0				18				30			
	Review and Develop Concepts from Project Report													
	Review of Environmental Documentation						5	0	162	0	0	699		
	Geometric Approval Drawings										213			
	Structure Type Selection Memo						5				102			
	Utility A Letters & Summary of Utility Relocation Requirements										114			
	Right of Way Review										44			
202-203	Survey and Base Map		0								4			
											40			
205	60% Design		0								40			
	Geotechnical Report						0	0	0	0	40			
	Foundation Report						0	0	90	386	1937			
	Drainage Report										8			
	60% Plans, Specs and Estimate										90			
	Utility B Letters								90	396	1791			
	Right of Way										40			
206	90% Design		0								0			
	Independent Design Check of 60% structure plans						0	356	0	0	0	86		
	90% Plans, Specs and Estimate							356			175	1339		
	Utility C Letters										86	175		
207	100% Design		0								60			
	Utility Certification						0	0	0	0	86	84		
	Right of Way Certification Assistance										26			
	100% Plans, Specs and Estimate										0			
	RE File										86	84		
218	Permitting		0								539			
	Environmental and Construction Permits										35			
							98	0	0	0	0	171		
							98				0	171		
							103	356	162	159	0	290	655	5631
	Raw Labor Rates		\$ 114.26											
	Escalation (Salary increases in August)		\$ 2.29											
	Direct Labor Costs		\$ 466											
	Facilities Capital Cost of Money (FCCM) (0.2%)		\$ 1											
	Fringe Benefits (34%)		\$ 159											
	Office Overhead/General and Administrative (124%)		\$ 578											
	Field Overhead/General and Administrative (75.6%)													
	Fee @ 10%		\$ 120											
	Net Costs		\$ 1,324											
	Subs to Subconsultants						\$ 11,412	\$ 49,810	\$ 22,668	\$ 19,526	\$ 10,000	\$ 26,075	\$ 72,390	\$ 756,474
	ODC's: Mileage, Copier Costs, Mail & Delivery Services						\$ 8,250		\$ 13,450					\$ 21,700
	TOTAL COST						\$ 1,125	\$ 168	\$ 3,348	\$ 4,569		\$ 3,185	\$ 610	\$ 21,005
							\$ 20,787	\$ 49,978	\$ 39,486	\$ 24,095	\$ 10,000	\$ 29,260	\$ 73,000	\$ 799,178

COST PROPOSAL

CONTRACT No. Riverfront Reconnection Project-T15998100 Date 03/02/12
CONSULTANT Parsons Brinckerhoff-Office Rate

DIRECT LABOR

Classification	Name	Range	Hours	Initial Hourly Rate	Total
Principal-in-Charge	Cheryl Creson		4	@ \$ 114.26	\$ 457.04
Project Manager	Ali Seyedmadani		238	@ \$ 96.25	\$ 22,907.50
Project Engineer	Ben Consolacion		219	@ \$ 62.07	\$ 13,593.33
Project Engineer	Kathy Wickam		268	@ \$ 58.58	\$ 15,699.44
Structural Engineer	Vickie Renner		212	@ \$ 47.76	\$ 10,125.12
Structural Engineer	Carlos Ramirez		446	@ \$ 47.30	\$ 21,095.80
Structural Engineer	Victoria Lopez		418	@ \$ 46.56	\$ 19,462.08
Project Engineer	Cynthia Holt		40	@ \$ 63.53	\$ 2,541.20
Project Engineer	Sean Houck		44	@ \$ 66.63	\$ 2,931.72
Project Engineer	Frank Sousa		72	@ \$ 35.82	\$ 2,579.04
EIT	Shawna Young		208	@ \$ 40.13	\$ 8,347.04
CADD Support	Justin Comeau		887	@ \$ 34.42	\$ 30,530.54
Architect	Scott Danielson		40	@ \$ 100.56	\$ 4,022.40
IT/Graphic Designer	Doug Villars		90	@ \$ 38.31	\$ 3,447.90
Project Administrator	Tammy Pokrajac		44	@ \$ 39.14	\$ 1,722.16
			0	@ \$ 0.00	\$ -
			0	@ \$ 0.00	\$ -

Subtotal Direct Labor Costs \$ 159,462.31
Anticipated Salary Increases (August 2012) \$ 3,189.25

Total Direct Labor Costs \$ 162,651.56

FACILITIES COST OF CAPITAL

FCCM 0.20% \$ 325.30

FRINGE BENEFITS

Fringe Benefits Rate 34.00% Total \$ 55,301.53
Total Fringe Benefits \$ 55,301.53

INDIRECT COSTS

Overhead/General and Administrative 124.00% \$ 201,687.93
Total Indirect Costs \$ 201,687.93

FEE @ 10% \$ 41,964.10

Field Rate Labor (Jim Simon)

\$ 8,095.73

OTHER COSTS

Mileage \$ 500.00
Reproductions Costs (out of office blue lines, xerox, binding) \$ 4,000.00
Mail & Delivery Services (California Overnight and Postage) \$ 500.00
Total Other Costs \$ 5,000.00

Subcontractor Costs \$ 324,154

TOTAL COSTS \$ 799,180

COST PROPOSAL

CONTRACT No. City of Sacramento Riverfront Reconnection Date 02/29/12
 CONSULTANT Parsons Brinckerhoff-Field Rate

DIRECT LABOR

Classification	Name	Range	Hours	Initial Hourly Rate	Total
Project Engineer	<u>James Simon</u>	<u> </u>	<u>40</u>	<u>@ \$ 85.98</u>	<u>\$ 3,439.20</u>
	<u> </u>	<u> </u>	<u> </u>	<u>@ \$</u>	<u>\$ -</u>
	<u> </u>	<u> </u>	<u> </u>	<u>@ \$</u>	<u>\$ -</u>
	<u> </u>	<u> </u>	<u> </u>	<u>@ \$</u>	<u>\$ -</u>

Subtotal Direct Labor Costs \$ 3,439.20
 Anticipated Salary Increases (August 2012) \$ 68.78

Total Direct Labor Costs \$ 3,507.98

FACILITIES COST OF CAPITAL

FCC 0.20% \$ 7.02

FRINGE BENEFITS

Fringe Benefits		Rate		Total	
		<u>34.00%</u>		<u>\$ 1,192.71</u>	
Total Fringe Benefits					<u>\$ 1,192.71</u>

INDIRECT COSTS

Overhead/General and Administrative		<u>75.60%</u>		<u>\$ 2,652.04</u>	
Total Indirect Costs					<u>\$ 2,652.04</u>

FEE @ 10% \$ 735.27

OTHER COSTS

Mileage			\$ <u> </u>
Reproductions Costs (out of office blue lines, xerox, binding)			\$ <u> </u>
Misc.- 5% Admin fee for Subs			\$ <u> </u>
Mail & Delivery Services (California Overnight and Postage)			\$ <u> </u>
Total Other Costs			<u>\$ -</u>

TOTAL COSTS \$ 8,095.02

COST PROPOSAL

CONTRACT No. City of Sacramento Riverfront Reconnection Prc Date 03/01/12
 CONSULTANT Mark Thomas & Company, Inc.

DIRECT LABOR

Classification	Range	Hours	Initial Hourly Rate	Total
PIC	\$90-\$100	20.0 @	\$ 90.00	\$ 1,800.00
Project Manager	\$60-\$70	20.0 @	\$ 60.00	\$ 1,200.00
Project Engineer	\$50-\$60	196.0 @	\$ 50.00	\$ 9,800.00
Design Engineer	\$35-\$40	320.0 @	\$ 35.00	\$ 11,200.00
CADD Tech	\$30-\$35	80.0 @	\$ 32.00	\$ 2,560.00

Subtotal Direct Labor Costs \$ 26,560.00

Total Direct Labor Costs \$ 26,560.00

FRINGE BENEFITS

	Rate	Total
Fringe Benefits	44.50%	\$ 11,819.20
Total Fringe Benefits		\$ <u>11,819.20</u>

INDIRECT COSTS

Overhead/General and Administrative	110.73%	\$ 29,409.89
Total Indirect Costs		\$ <u>29,409.89</u>

FEE @ 10% \$ 6,778.91

OTHER COSTS

Reproductions Costs (out of office blue lines, xerox, binding)	\$ 3,000.00
OPTIONAL - Potholing	\$ 15,000.00
OPTIONAL - Utility Relocation Deposit	\$ 15,000.00
Total Other Costs	\$ <u>33,000.00</u>

MTCO Fee (w/o optional tasks) 77,568.00
MTCO Fee \$ 107,568.00

COST PROPOSAL

CONTRACT No. City of Sacramento Riverfront Reconnection Date 01/30/12
CONSULTANT Ascent Environmental, Inc.

DIRECT LABOR

Classification	Name	Range	Hours	Initial Hourly Rate	Total
	Curtis Alling	93.75-97.50	6.0 @	\$ 93.75	\$ 562.50
	Fran Ruger	43.27-45.00	32.0 @	\$ 43.27	\$ 1,384.64
	Ellen Morales	26.44-30.00	8.0 @	\$ 26.44	\$ 211.52
	Amber Giffen	30.29-31.50	2.0 @	\$ 30.29	\$ 60.58
	Cherise Sutton	29.38-30.00	4.0 @	\$ 29.38	\$ 117.52
			@	\$	\$ -
	Curtis Alling	93.75-97.50	4.0 @	\$ 93.75	\$ 375.00
	Fran Ruger	43.27-45.00	14.0 @	\$ 43.27	\$ 605.78
	Ellen Morales	26.44-30.00	25.0 @	\$ 26.44	\$ 661.00
	Amber Giffen	30.29-31.50	3.0 @	\$ 30.29	\$ 90.87
			0.0 @	\$ 0.00	\$ -
			0.0 @	\$ 0.00	\$ -

Subtotal Direct Labor Costs \$ 4,069.41
Anticipated Salary Increases (0%) \$ 5.00

Total Direct Labor Costs \$ 4,074.41

FRINGE BENEFITS

Fringe Benefits **Rate** **Total**
44.47% \$ 1,811.89
Total Fringe Benefits \$ 1,811.89

INDIRECT COSTS

Overhead/General and Administrative **Rate** **Total**
110.15% \$ 4,487.96
Total Indirect Costs \$ 4,487.96

FEE @ 10% \$ 1,037.43

OTHER COSTS

Mileage \$
Reproductions Costs (out of office blue lines, xerox, binding) \$ 300.00
Misc.- 10% Admin fee for Yorke Engineering (see attached) \$ 825.00
Mail & Delivery Services (California Overnight and Postage) \$
Total Other Costs \$ 1,125.00
Subconsultant (see Yorke's 10H) 8250

TOTAL COSTS \$ 20,786.69

COST PROPOSAL

CONTRACT No. City of Sacramento Riverfront Reconnection
CONSULTANT Yorke Engineering

Date 01/30/12

DIRECT LABOR

Classification	Name	Range	Hours	Initial Hourly Rate*	Total
	Principal Engineer I		16.0	@ \$ 75.00	\$ 1,200.00
	Senior Engineer		36.0	@ \$ 50.00	\$ 1,800.00
	Clerical/Admin		6.0	@ \$ 22.00	\$ 132.00
				@ \$	\$ -
				@ \$	\$ -
			0.0	@ \$ 0.00	\$ -
			0.0	@ \$ 0.00	\$ -
			0.0	@ \$ 0.00	\$ -
			0.0	@ \$ 0.00	\$ -
			0.0	@ \$ 0.00	\$ -
			0.0	@ \$ 0.00	\$ -
			0.0	@ \$ 0.00	\$ -

* Hourly base rate for labor category

Subtotal Direct Labor Costs \$ 3,132.00
Anticipated Salary Increases (0%) \$ -

Total Direct Labor Costs \$ 3,132.00

FRINGE BENEFITS

Fringe Benefits	Rate	Total	
	27.00%	\$ 845.64	
Total Fringe Benefits			\$ <u>845.64</u>

INDIRECT COSTS

Overhead/General and Administrative	Rate	Total	
	100.00%	\$ 3,132.00	
Total Indirect Costs			\$ <u>3,132.00</u>

FEE @ 10% \$ 710.96

OTHER COSTS

Mileage	\$ 240.00
Reproductions Costs (out of office blue lines, xerox, binding)	\$ 95.00
Misc.	\$ 50.00
Mail & Delivery Services (California Overnight and Postage)	\$ 44.00
Total Other Costs	\$ <u>429.00</u>

TOTAL COSTS \$ 8,250

Contract No. T15998100
 Consultant: Fugro Consultants, Inc.

Cost Proposal

Date: March 2, 2012

DIRECT LABOR

Classification	Name	Range	Hours	Initial Hourly Rate	Total
Principal Engineer	Ron Bajuniemi		6 @	82.50	\$ 495.00
Principal Engineer	Andy Herlache		6 @	86.11	\$ 516.66
Project Manager	Ed Wo		18 @	74.40	\$ 1,339.20
Associate	Duston Marlow		18 @	52.58	\$ 946.44
Project I	Barney Wair		28 @	39.66	\$ 1,110.48
Staff II	Matt Obanion		70 @	27.88	\$ 1,951.60
GIS Technician	Brendan Egan		6 @	40.00	\$ 240.00
WP Technician	Anna Felicio Price		10 @	23.69	\$ 236.90
			@		\$ -
Subtotal Direct Labor Costs					\$ 6,836.28
Anticipated Salary Increases					-NA-
Total Direct Labor Costs					\$ 6,836.28

Fringe Benefits	Rate	Total
	36.74%	\$ 2,511.65
Total Fringe Benefits		\$ 2,511.65

Indirect Costs		
Overhead	170.28%	\$ 11,640.82
General and Administrative	N/A	\$
Total Indirect Costs		\$ 11,640.82

FEE (Profit) \$1,679

OTHER COSTS

Mileage	120 @	0.5	\$ 60.00
Equipment and Supplies (Itemize - truck and tool use)	24 @	12	\$ 288.00
Env Permitting	1 @	1200	\$ 1,200.00
Other Direct Costs (Itemize)			
Lab Testing:			
Index Testing			\$ 1,800.00
Total Other Costs			\$ 3,348.00

Subcontractor Costs (cost estimate for each subcontractor)			\$ 13,450.00
Traffic Control	2 @	1500	\$ 3,000.00
Drilling Company	1 @	6500	\$ 6,500.00
Chemical Testing	1 @	750	\$ 750.00
Corrosion Testing	2 @	350	\$ 700.00
Profiling and Drum Disposal	1 @	2500	\$ 2,500.00

TOTAL COST \$ 39,465.85

COST PROPOSAL

CONTRACT No. City of Sacramento Riverfront Reconnection Date 02/29/12
CONSULTANT HDR Engineering, Inc.

DIRECT LABOR

Classification	Name	Range	Hours	Initial Hourly Rate	Total
Director Comm Relator	Kim Pallari	\$60.00 - \$75.00	9	@ \$ 67.00	\$ 603.00
Graphic Designer	Adrienne Moore	\$20.00 - \$35.00	25	@ \$ 28.05	\$ 701.25
Outreach Specialist	Tammy Nguyen	\$20.00 - \$35.00	29	@ \$ 25.00	\$ 725.00
Project Controller	Brad Helmer	\$30.00 - \$45.00	12	@ \$ 36.50	\$ 438.00

Subtotal Direct Labor Costs \$ 2,467.25
Anticipated Salary Increases (5% for 2013) \$ 30.84

Total Direct Labor Costs \$ 2,498.09

FRINGE BENEFITS

	Rate	Total
Fringe Benefits	49.14%	\$ <u>1,227.56</u>
Total Fringe Benefits		\$ <u>1,227.56</u>

INDIRECT COSTS

Overhead/General and Administrative	113.77%	\$ <u>2,842.08</u>
Total Indirect Costs		\$ <u>2,842.08</u>

FEE @ 10% \$ 656.77

OTHER COSTS

Miscellaneous	\$ <u>4,000.00</u>
Crocker and Crocker-Peter Castles	\$ <u>12,607.00</u>
Travel/Mileage, etc	\$ <u>113.72</u>
Plotting, Printing, Photos	\$ <u>150.00</u>
Total Other Costs	\$ <u>16,870.72</u>

TOTAL COSTS \$ 24,095.22

Exhibit 10-H

Contract No. Riverfront Recon Date 1-Mar-12

Consultant Orsee Design Associates, Inc.

DIRECT LABOR

Classification	Name	Range	Hours	Initial Hourly Rate	Total
Project Manager	<u>Timothy Hiraoka</u>	<u>\$45-\$55</u>	<u>89</u>	@ <u>45.00</u>	\$ <u>\$4,005</u>
Principal-QA/QC	<u>Harry Nakagawara</u>	<u>\$45-\$55</u>	<u>16</u>	@ <u>45.00</u>	\$ <u>\$720</u>
Technician I	<u>Daniel Rodriguez</u>	<u>\$26-\$30</u>	<u>160</u>	<u>27.00</u>	<u>\$4,320</u>
Clerical	<u>Kiki Nakagawara</u>	<u>\$18-\$22</u>	<u>25</u>	@ <u>19.00</u>	\$ <u>\$475</u>

Subtotal Direct Labor Costs	\$	<u>\$9,520</u>
Anticipated Salary Increases	\$	<u>-</u>
Total Direct Labor Costs	\$	<u>\$9,520</u>

Fringe Benefits	Rate	Total
	<u>0.13 %</u>	\$ <u>\$1,238</u>
Total Fringe Benefits		\$ <u>\$1,238</u>

Indirect Costs		
Overhead	<u>0.93 %</u>	\$ <u>\$8,854</u>
General and Administrative	<u>0.43 %</u>	\$ <u>\$4,094</u>
Total Indirect Costs		\$ <u>\$12,947</u>

FEE (Profit)	\$	<u>\$2,370</u>
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OTHER COSTS		
Travel Costs (mileage)	\$	<u>555</u>
Equipment and Supplies (Itemize)	\$	<u>-</u>
Other Direct Costs (Itemize)	\$	<u>\$2,630</u>
Postage/Delivery	\$	<u>\$750</u>
Soil Tests	\$	<u>\$100</u>
Plotting-final mylar	\$	<u>\$780</u>
Plotting	\$	<u>\$1,000</u>
Total Other Costs	\$	<u>\$3,185</u>

TOTAL COST	\$	<u>\$29,260</u>
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COST PROPOSAL

CONTRACT No. City of Sacramento Riverfront Reconnection Date 03/01/12
CONSULTANT Y&C Transportation Consultants, Inc.

DIRECT LABOR

Classification	Name	Range	Hours	Initial Hourly Rate	Total
Engineer XII	Dan Yau	84 - 95	54.0	@ \$ 89.00	\$ 4,806.00
Engineer X	Kin Chan	70 - 77	151.0	@ \$ 76.20	\$ 11,506.20
Engineer III	Meng Yang	33 - 37	158.0	@ \$ 35.00	\$ 5,530.00
Engineer II	Ernesto Casillas	28 - 33	146.0	@ \$ 28.35	\$ 4,139.10
Engineer I	Edmund Tam	26 - 28	146.0	@ \$ 26.00	\$ 3,796.00
			0.0	@ \$ 0.00	\$ -
			0.0	@ \$ 0.00	\$ -
			0.0	@ \$ 0.00	\$ -
			0.0	@ \$ 0.00	\$ -
			0.0	@ \$ 0.00	\$ -
			0.0	@ \$ 0.00	\$ -
			0.0	@ \$ 0.00	\$ -

Subtotal Direct Labor Costs \$ 29,777.30
Anticipated Salary Increases (0%) \$ -

Total Direct Labor Costs \$ 29,777.30

FRINGE BENEFITS

Fringe Benefits	Rate	Total
	41.00%	\$ 12,208.69
Total Fringe Benefits		\$ 12,208.69

INDIRECT COSTS

Overhead/General and Administrative	80.00%	\$ 23,821.84
Total Indirect Costs		\$ 23,821.84

FEE @ 10% \$ 6,580.78

OTHER COSTS

Mileage	\$ 60.00
Reproductions Costs (out of office blue lines, xerox, binding)	\$ 350.00
Misc.	\$
Mail & Delivery Services (California Overnight and Postage)	\$ 200.00
Total Other Costs	\$ 610.00

TOTAL COSTS \$ 73,000

EXHIBIT C
PROFESSIONAL SERVICES AGREEMENT FOR DESIGN SERVICES
FACILITIES AND EQUIPMENT TO BE PROVIDED BY CITY

CITY shall *[check one]* X Not furnish any facilities or equipment for this Agreement; or
 _____ furnish the following facilities or equipment for the Agreement; *[list, if applicable]*

EXHIBIT D

PROFESSIONAL SERVICES AGREEMENT FOR DESIGN SERVICES

GENERAL PROVISIONS

1. **Independent Contractor.**

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

- D. The provisions of this Section 1 shall survive any expiration or termination of this Agreement. Nothing in this Agreement shall be construed to create an exclusive relationship between CITY and CONTRACTOR. CONTRACTOR may represent, perform services for, or be employed by such additional persons or companies as CONTRACTOR sees fit provided that CONTRACTOR does not violate the provisions of Section 5, below.
2. **Licenses; Permits, Etc.** CONTRACTOR represents and warrants that CONTRACTOR has all licenses, permits, City Business Operations Tax Certificate, qualifications, and approvals of whatsoever nature that are legally required for CONTRACTOR to practice its profession or provide any services under the Agreement. CONTRACTOR represents and warrants that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for CONTRACTOR to practice its profession or provide such Services. Without limiting the generality of the foregoing, if CONTRACTOR is an out-of-state corporation, CONTRACTOR warrants and represents that it possesses a valid certificate of qualification to transact business in the State of California issued by the California Secretary of State pursuant to Section 2105 of the California Corporations Code.
 3. **Time.** CONTRACTOR shall devote such time and effort to the performance of Services pursuant to this Agreement as is necessary for the satisfactory and timely performance of CONTRACTOR's obligations under this Agreement. Neither party shall be considered in default of this Agreement, to the extent that party's performance is prevented or delayed by any cause, present or future, that is beyond the reasonable control of that party.
 4. **CONTRACTOR Not Agent.** Except as CITY may specify in writing, CONTRACTOR and CONTRACTOR's personnel shall have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. CONTRACTOR and CONTRACTOR's personnel shall have no authority, express or implied, to bind CITY to any obligations whatsoever.
 5. **Conflicts of Interest.** CONTRACTOR covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, that would conflict in any manner with the interests of CITY or that would in any way hinder CONTRACTOR's performance of Services under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor, without the written consent of CITY. CONTRACTOR agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the interests of CITY at all times during the performance of this Agreement. If CONTRACTOR is or employs a former officer or employee of the CITY, CONTRACTOR and any such employee(s) shall comply with the provisions of Sacramento City Code Section 2.16.090 pertaining to appearances before the City Council or any CITY department, board, commission or committee.
 6. **Confidentiality of CITY Information.** During performance of this Agreement, CONTRACTOR may gain access to and use CITY information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright,

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

7. CONTRACTOR Information.

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

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

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

9. Term; Suspension; Termination.

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

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

10. Indemnity.

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

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

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

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

A. Minimum Scope & Limits of Insurance Coverage

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

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

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

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

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

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

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

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

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

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

B. Additional Insured Coverage

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

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

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

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

C. Other Insurance Provisions

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

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

D. Acceptability of Insurance

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

E. Verification of Coverage

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

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

F. Subcontractors

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

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

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

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

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

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

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

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

EXHIBIT E

REQUIREMENTS OF THE NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

INTRODUCTION

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

APPLICATION

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

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

DEFINITIONS

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

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

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

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

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

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

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

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

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

EMPLOYER COMPLIANCE CERTIFICATE AND NOTICE REQUIREMENTS

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

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

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

Attachment A



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

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

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

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

The included employee benefits are:

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

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

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

You May . . .

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

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

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

Attachment B



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

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

The included employee benefits are:

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

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

You May . . .

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

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

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

Discrimination and Retaliation Prohibited.

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

You May Also . . .

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

EXHIBIT F

CALIFORNIA DEPARTMENT OF TRANSPORTATION ADDITIONAL CONTRACT PROVISIONS

- A.** This Agreement (hereafter the "Contract") shall begin on April 3, 2012 contingent upon approval from the State, and expire on June 30, 2014, unless extended by amendment.
- B.**
1. Code of Federal Regulations (CFR) 48 Chapter 1, Part 31 shall be used to determine the allowability of the Individual items of cost.
 2. The Consultant (hereafter referred to as either "Consultant" or "Contractor") agrees to comply with federal procedures in accordance with CFR 49, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
 3. Any costs for which payments have been made to the contractor, which are determined by subsequent audit to be unallowable under CFR 48, Chapter 1 Part 31 and CFR 49, Part 18, are subject to repayment by the contractor to the City of Sacramento, the State and the Federal Government.
 4. Any subcontract, entered into as a result of this contract, shall contain all of the provisions of this Article.
- C.**
1. The City of Sacramento shall reimburse the contractor for actual costs as specified herein. The actual costs shall include direct salary costs, employee benefits, overhead and fee. The total amount payable by the City, for all Task Orders and expenses resulting from this contract, shall not exceed \$799,178. It is understood and agreed that this total is an estimate, and that there is no guarantee, either expressed or implied, as to the actual dollar amount that will be authorized under this contract through Task Orders.
 2. The Contractor shall be reimbursed for direct costs, other than salary costs that are identified in an executed Task Order.
 3. The Contractor shall be reimbursed for actual travel expenses incurred in the performance of this work, including the use of private cars at the rate not to exceed that currently authorized for State employees under State Department of Personnel Administration rules. In addition, contractor's personnel shall be reimbursed for per diem expenses at a rate not to exceed that currently authorized for State employees under State Department of Personnel Administration rules.
 4. The Contractor shall not commence performance of work or services until this contract has been approved by the City and State and notification to proceed has been issued by the City and State's Contract Manager. No payment will be made for any work performed prior to approval of this contract.

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

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

J. Introduction Under Early Termination

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

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

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

A. Consultant's Reports Under Early Termination

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

B. Invoice Submittal Under Early Termination

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

C. Expenses Payable Under Early Termination

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

D. Termination issues for Subconsultants, Materialmen, Etc.

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

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

E. Cost Principals Under Early Termination

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

F. Adjustment of Fixed Fee Under Early Termination

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

G. Disputes Under Early Termination Conditions

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

(NAME OF SUBCONSULTANT(s)): .

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

EXHIBIT G

SPECIAL PROVISIONS (ENGINEERING DESIGN)

1. Record Retention

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

2. Accuracy and Completeness

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

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

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

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

3. Professional Seal

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

4. Sole Source Materials or Equipment

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

5. Documentation

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

6. Ownership of Documents

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

7. Copyrights

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

8. Changes in Work

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

9. Construction Plans and Specifications

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

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

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

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

LOCAL AGENCY: City of Sacramento LOCATION: Sacramento, CA

PROJECT DESCRIPTION: Final Design and Construction Documents for the Riverfront Reconnection Project

PROPOSAL DATE: February 2, 2012

PROPOSER'S NAME: Parsons Brinckerhoff, Inc.

CONTRACT UDBE GOAL (%): 8.08%

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
	Traffic Engineering and Lighting	28989 March 2014	Y&C Transportation Consultants 3250 Ramos Circle Sacramento, CA 95827 (916) 366-8000	9.1%
	Independent Check	16370 April 2014	BRG Engineering 3835 N. Freeway Blvd, St 120 Sacramento, CA 95834 (916) 566-1166	6.2%
	Landscaping	1089 September 2014	Orsee Design Associates 10365 Old Placerville Rd, St 240 Sacramento, CA 95827 (916) 456-4433	3.7%

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 R. Lopez [Signature] 3-21-12
 Print Name Signature Date
 Local Agency Representative

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

Total Claimed UDBE Commitment 19 %

Cheryl Creson
 Signature of Proposer

3/16/2012 (916) 567-2500
 Date (Area Code) Tel. No.

Cheryl Creson, PE
 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: City of Sacramento LOCATION: Sacramento, CA

PROJECT DESCRIPTION: Final Design and Construction Documents for the Riverfront Reconnection Project

TOTAL CONTRACT AMOUNT (\$): 799,178

PROPOSER'S NAME: Parsons Brinckerhoff, Inc.

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
	Traffic Engineering and Lighting	28989 March 2014	Y&C Transportation Consultants 3250 Ramos Circle Sacramento, CA 95827 (916) 366-8000	\$73,000
	Independent Check	16370 April 2014	BRG Engineering 3835 N. Freeway Blvd, St 120 Sacramento, CA 95834 (916) 566-1166	\$49,978
	Landscaping	1089 September 2014	Orsee Design Associates 10365 Old Placerville Rd, St 240 Sacramento, CA 95827 (916) 456-4433	\$29,260
<p>For Local Agency to Complete:</p> <p>Local Agency Contract Number: _____</p> <p>Federal-Aid Project Number: _____</p> <p>Federal Share: _____</p> <p>Contact Award: _____</p> <p>Local Agency certifies that the DBE certifications have been verified and all informations is complete and accurate.</p> <p><u>Jose R. Cedeno</u> <u>[Signature]</u> <u>3-21-12</u> Print Name Signature Date</p> <p>Local Agency Representative</p> <p>(Area Code) Telephone Number: <u>916-808-8195</u></p>				<p>Total Claimed DBE Participation</p> <p>\$ <u>152,238</u></p> <p><u>19</u> %</p>
<p>For Caltrans Review:</p> <p>_____</p> <p>Print Name Signature Date</p> <p>Caltrans District Local Assistance Engineer</p>				<p><u>Cheryl Creson</u> Signature of Proposer</p> <p>3/16/2012 (916) 567-2500 Date (Area Code) Tel. No.</p> <p>Cheryl Creson, PE Person to Contact (Please Type or Print)</p> <p>Local Agency Proposer DBE Information (Consultant Contracts) (Rev 6/27/09)</p>

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

DISCLOSURE OF LOBBYING ACTIVITIES

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"/> b. grant	<input type="checkbox"/> c. cooperative agreement	<input type="checkbox"/> d. loan	<input type="checkbox"/> e. loan guarantee	<input type="checkbox"/> f. loan insurance
		<input type="checkbox"/> a. bid/offer/application	<input type="checkbox"/> b. initial award	<input type="checkbox"/> a. initial	
		<input type="checkbox"/> c. post-award		<input type="checkbox"/> b. material change	
		For Material Change Only:			
		year _____ quarter _____			
		date of last report _____			
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 <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify _____		
12. Form of Payment (check all that apply):					
<input type="checkbox"/> a. cash					
<input type="checkbox"/> b. in-kind; specify: nature _____					
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>Cheryl Creson</u>		
			Print Name: <u>Cheryl Creson</u>		
			Title: <u>Vice President</u>		
			Telephone No.: <u>516 567 2520</u> Date: <u>3/19/12</u>		
Authorized for Local Reproduction					
Standard Form - LLL					
Federal Use Only:					

Standard Form LLL Rev. 04-28-06

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Search Returned 1 Records

Wed Mar 21 09:01:24 PDT 2012

Query Criteria

Firm ID: 28989

Firm Type: DBE

Firm ID	28989
Firm/DBA Name	Y & C TRANSPORTATION CONSULTANTS, INC.
Address Line1	3250 RAMOS CIRCLE
Address Line2	
City	SACRAMENTO
State	CA
Zip Code1	95827
Zip Code2	
Mailing Address Line1	3250 RAMOS CIRCLE
Mailing Address Line2	
Mailing City	SACRAMENTO
Mailing State	CA
Mailing Zip Code1	95827
Mailing Zip Code2	
Certification Type	DBE
EMail	DYAU@YCTransportation.com
Contact Name	KWOKHUNG YAU
Area Code	(916)
Phone Number	366-8000
Fax Area Code	(916)
Fax Phone Number	366-8008
Agency Name	DEPARTMENT OF TRANSPORTATION
Counties	00;
Districts	00;
DBE NAICS	541330; 541618;

ACDBE NAICS

Work Codes	C8703 TRAFFIC ENGINEER; C8707 FEASIBILITY STUDIES; C8710 ENGINEERING; C8715 CONSULTANT, ENGINEERING; C8720 CIVIL ENGINEERING; C8730 SAFETY STUDIES;
Licenses	EC Civil Engineer; ET Traffic Engineer;
Trucks	
Gender	M
Ethnicity	ASIAN PACIFIC
Firm Type	DBE

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Search Returned 1 Records

Wed Mar 21 09:01:46 PDT 2012

Query Criteria

Firm ID: 16370

Firm Type: DBE

Firm ID	16370
Firm/DBA Name	B R G ENGINEERING
Address Line1	3835 N. FREEWAY BLVD., SUITE 120
Address Line2	
City	SACRAMENTO
State	CA
Zip Code1	95834
Zip Code2	
Mailing Address Line1	
Mailing Address Line2	
Mailing City	
Mailing State	
Mailing Zip Code1	
Mailing Zip Code2	
Certification Type	DBE
E-Mail	nsuan@brgeng.net, masuan@brgeng.net
Contact Name	NOEL SUAN
Area Code	(916)
Phone Number	566-1166
Fax Area Code	(916)
Fax Phone Number	566-1161
Agency Name	DEPARTMENT OF TRANSPORTATION
Counties	01; 02; 03; 04; 05; 06; 07; 08; 09; 10; 11; 12; 13; 15; 16; 17; 18; 19; 20; 21; 22; 23; 24; 25; 26; 27; 28; 29; 30; 31; 32; 33; 34; 35; 36; 37; 38; 39; 40; 41; 42; 43; 44; 45; 46; 47; 48; 49; 50; 51; 52; 53; 54; 55; 56; 57; 58;
Districts	01; 02; 03; 04; 05; 06; 07; 08; 09; 10; 11; 12;
DBE NAICS	541330; 541490;
ACDBE NAICS	
Work Codes	C8705 DESIGN; C8707 FEASIBILITY STUDIES; C8715 CONSULTANT, ENGINEERING; C8720 CIVIL ENGINEERING; I7373 INTEGRATED SYSTEMS & CAD/CAM SYSTEMS;
Licenses	EC Civil Engineer;
Trucks	
Gender	M
Ethnicity	ASIAN PACIFIC
Firm Type	DBE

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Search Returned 1 Records

Wed Mar 21 09:02:01 PDT 2012

Query Criteria

Firm ID: 1089

Firm Type: DBE

Firm ID	1089
Firm/DBA Name	ORSEE DESIGN ASSOCIATES
Address Line1	255 N MARKET STREET, SUITE 275
Address Line2	
City	SAN JOSE
State	CA
Zip Code1	95110
Zip Code2	
Mailing Address Line1	
Mailing Address Line2	
Mailing City	
Mailing State	
Mailing Zip Code1	
Mailing Zip Code2	
Certification Type	DBE
E-Mail	odaoffice@orseedesign.com
Contact Name	HARY NAKAGAWARA
Area Code	(408)
Phone Number	283-2199
Fax Area Code	(408)
Fax Phone Number	283-2194
Agency Name	SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY
Counties	01; 07; 21; 28; 38; 41; 43; 44; 49;
Districts	04; 05;
DBE NAICS	541320; 541490; 541618; 541690;

ACDBE NAICS

Work Codes A0780 LANDSCAPE & HORTICULTURAL SERVICES; C8700 CONSULTANT, NON ENGINEERING; C8705 DESIGN; C8744 LANDSCAPE ARCHITECTS;

Licenses

Trucks

Gender

Ethnicity

Firm Type

M
ASIAN PACIFIC
DBE

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PARSONS BRINCKERHOFF, INC.
COST PROPOSAL
I-5 Riverfront Reconnection Project
T15998100

Provisional Over **NORMAL**
 Provisional Over **OVERTIME**

Combined Combined %
 158.40%

FEE %
 10.00%

BILLING INFORMATION

Name/Classification	Hourly Billing Rates			Effective date of hourly rate		Actual/Average hourly rate	% or \$ increase per annum
	Straight	OT (1.5x)	OT (2x)	From	To		
Cheryl Creson, Principal-In-Charge P15	\$324.76 \$341.00			8/1/2012	7/31/2012 7/31/2013	\$114.26 \$119.97	5.0%
Alli Seyedmadani, Project Manager P14	\$273.58 \$287.26			8/1/2012	7/31/2012 7/31/2013	\$96.25 \$101.06	5.0%
Ben Consolacion, Project Engineer P12	\$176.44 \$185.26			8/1/2012	7/31/2012 7/31/2013	\$62.07 \$65.18	5.0%
Vickie Renner, Bridge Engineer P11	\$135.75 \$142.54			8/1/2012	7/31/2012 7/31/2013	\$47.76 \$50.15	5.0%
Carlos Ramirez, Bridge Engineer P10	\$134.44 \$141.16			8/1/2012	7/31/2012 7/31/2013	\$47.30 \$49.66	5.0%

CALCULATION INFORMATION

PARSONS BRINCKERHOFF, INC.
COST PROPOSAL
I-5 Riverfront Reconnection Project
T15998100

Provisional Over/ **NORMAL**
 Provisional Over/ **OVERTIME**

Combined **Combined %**
 158.40%

FEE %
 10.00%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Classification	Hourly Billing Rates			Effective date of hourly rate		Actual/Average hourly rate	% or \$ increase per annum
	Straight	OT (1.5x)	OT (2x)	From	To		
Victoria Lopez, Bridge Engineer P10	\$132.34 \$138.96			8/1/2012	7/31/2012 7/31/2013	\$46.56 \$48.89	5.0%
James Simon, QC/Constructibility Review P14	\$198.23 \$208.14			8/1/2012	7/31/2012 7/31/2013	\$85.98 \$90.28	5.0%
Cynthia Holt, QC P13	\$180.56 \$189.59			8/1/2012	7/31/2012 7/31/2013	\$63.53 \$66.70	5.0%
Kathy Wickam, Civil Lead P13	\$166.50 \$174.83			8/1/2012	7/31/2012 7/31/2013	\$58.58 \$61.51	5.0%
Sean Houck, Civil P13	\$189.37 \$198.84			8/1/2012	7/31/2012 7/31/2013	\$66.63 \$69.96	5.0%
Shawna Young, Roadway P10	\$114.07 \$119.77			8/1/2012	7/31/2012 7/31/2013	\$40.13 \$42.14	5.0%
Justin Comeau, CADD T9	\$97.83 \$102.72			8/1/2012	7/31/2012 7/31/2013	\$34.42 \$36.14	5.0%
Frank Sousa, SWPPP P9	\$101.81 \$106.90			8/1/2012	7/31/2012 7/31/2013	\$35.82 \$37.61	5.0%

PARSONS BRINCKERHOFF, INC.
COST PROPOSAL
 I-5 Riverfront Reconnection Project
 T15998100

Provisional Over **NORMAL**
 Provisional Over **OVERTIME**

Combined Combined %
 158.40%

FEE %
 10.00%

BILLING INFORMATION

Name/Classification	Hourly Billing Rates			Effective date of hourly rate		Actual/Average hourly rate	% or \$ increase per annum
	Straight	OT (1.5x)	OT (2x)	From	To		
Scott Danielson, Architectural Details	\$285.82			8/1/2012	7/31/2012	\$100.56	5.0%
P15	\$300.11				7/31/2013	\$105.58	
Doug Villars, Visualization	\$108.89			8/1/2012	7/31/2012	\$38.31	5.0%
P10	\$114.33				7/31/2013	\$40.22	
Isabel Vargas, Project Administration	\$93.63			8/1/2012	7/31/2012	\$32.94	5.0%
P9	\$98.31				7/31/2013	\$34.59	
Tammy Pokrajac, Project Administration	\$111.26			8/1/2012	7/31/2012	\$39.14	5.0%
P10	\$116.82				7/31/2013	\$41.10	

CALCULATION INFORMATION



CERTIFICATE OF LIABILITY INSURANCE

10/1/2012

DATE (MM/DD/YYYY)
3/16/2012

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

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

PRODUCER Lockton Companies, LLC-1 Kansas City 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Liberty Insurance Corporation		42404
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
1319027 PARSONS BRINCKERHOFF, INC.
ONE PENN PLAZA
NEW YORK NY 10119

COVERAGES PARBR02 PJ CERTIFICATE NUMBER: 11698307

REVISION NUMBER: XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL LIAB GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y	N	TB7-621-094060-021	10/1/2011	10/1/2012	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	N	AS7-621-094060-031	10/1/2011	10/1/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WA7-62D-094060-011 (AOS) WC7-621-094060-041 (OR & W)	10/1/2011 10/1/2011	10/1/2012 10/1/2012	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
(PB #A); RIVERFRONT RECONNECTION PROJECT; T15998100. THE CITY OF SACRAMENTO, ITS OFFICIALS, EMPLOYEES AND VOLUNTEERS ARE ADDITIONAL INSURED AS RESPECTS TO GENERAL AND AUTO LIABILITY PERTAINING TO PARSONS BRINCKERHOFF, INC OPERATIONS, THESE COVERAGES ARE PRIMARY AS REQUIRED BY WRITTEN CONTRACT. ADDITIONAL INSURED'S COVERAGE IS EXCESS AND NON-CONTRIBUTORY ON THE GENERAL LIABILITY, AND ON THE AUTO LIABILITY AS RESPECTS USE OF VEHICLES OWNED BY PARSONS BRINCKERHOFF, INC. WAIVER OF SUBROGATION APPLIES WHERE ALLOWED BY STATE LAW AND AS REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER

CANCELLATION

11698307 CITY OF SACRAMENTO 915 I STREET, ROOM 2000 SACRAMENTO CA 95814-2700	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



CERTIFICATE OF LIABILITY INSURANCE

11/1/2012

DATE (MM/DD/YYYY)

3/16/2012

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

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PRODUCER Lockton Companies, LLC-1 Kansas City 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Zurich American Insurance Company	NAIC # 16535
INSURED 1326708 PARSONS BRINCKERHOFF, INC. ONE PENN PLAZA NEW YORK NY 10119	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES PARBR02 PJ CERTIFICATE NUMBER: 11698304

REVISION NUMBER: XXXXXXXX

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INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COMP/OP AGG \$ XXXXXXXX
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y / <input type="checkbox"/> N	N / A	NOT APPLICABLE			WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
A	PROFESSIONAL LIABILITY	N	N	EOC587103609	11/1/2011	11/1/2012	\$1,000,000 PER CLAIM \$1,000,000 AGGREGATE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
(PB #A); RIVERFRONT RECONNECTION PROJECT; T15998100.

CERTIFICATE HOLDER**CANCELLATION**

11698304 CITY OF SACRAMENTO 915 I STREET, ROOM 2000 SACRAMENTO CA 95814-2700	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

ACORD 25 (2010/05)

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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) PARSONS BRINCKERHOFF INC. (fka PB AMERICAS INC.)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶ _____	
	Address (number, street, and apt. or suite no.) 2329 GATEWAY OAKS DRIVE, SUITE 200	Requester's name and address (optional)
City, state, and ZIP code SACRAMENTO, CA 95833		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

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

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

Social security number	
[] [] [] - [] [] - [] [] [] [] [] []	
Employer identification number	
1 1 - 1 5 3 1 5 6 9	

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 ▶ <i>Cheryl Green</i>	Date ▶ 3/15/12
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General Instructions

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

Purpose of Form

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

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

- 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.

Withholding Exemption Certificate

2012

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

590

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

Withholding agent's name

Payee's name

PARSONS BRINCKERHOFF INC

Payee's	<input checked="" type="checkbox"/> SSN or ITIN
<input type="checkbox"/> SOS file no.	<input type="checkbox"/> CA corp. no. <input type="checkbox"/> FEIN
1 1 - 1 5 3 1 5 6 9	

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

2329 Gateway Oaks Drive, Suite 200

Apt. no./ Ste no.

City

Sacramento

State

C A

ZIP Code

9 5 8 3 3

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

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

Individuals — Certification of Residency:

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

Corporations:

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

Partnerships or limited liability companies (LLC):

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

Tax-Exempt Entities:

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

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

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

California Trusts:

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

Estates — Certification of Residency of Deceased Person:

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

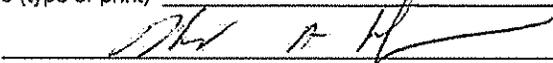
Nonmilitary Spouse of a Military Servicemember:

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

CERTIFICATE: Please complete and sign below.

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

Payee's name and title (type or print) HOWARD A WEGENER - TAX MGR Daytime telephone no. 212-465-5706

Payee's signature ▶  Date 03/19/2012