



City of Sacramento City Council

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

Meeting Date: 9/11/2012

Report Type: Consent

**Title: Agreement: Sacramento Valley Station Phase 2 Intermodal Facilities Project;
 Architectural Design Services**

Report ID: 2012-00730

Location: District 3

Recommendation: Pass a Motion authorizing the City Manager to execute a contract in an amount not to exceed \$3,202,124 with Zimmer Gunsul Frasca Architects LLP for the Phase 2 Sacramento Intermodal Transportation Facilities Project for architectural design services for facility rehabilitation and upgrade.

Contact: Greg Taylor, Senior Architect, (916) 808-5268; Fran Halbakken, Downtown Railyards Project Manager, (916) 808-7194

Presenter: None

Department: Public Works Department

Division: Planning & Policy

Dept ID: 15001041

Attachments:

- 1-Description/Analysis
- 2-Background
- 3-Exhibit A - Agreement

City Attorney Review

Approved as to Form
 Michael Sparks
 9/5/2012 2:28:32 PM

City Treasurer Review

Reviewed for Impact on Cash and Debt
 Russell Fehr
 8/28/2012 3:27:21 PM

Approvals/Acknowledgements

Department Director or Designee: Jerry Way - 9/4/2012 1:28:15 PM

Description/Analysis:

Issue: The Phase 2 Intermodal project will upgrade and rehabilitate the historic Depot building. After a request for qualifications process, the panel selected Zimmer Gunsul Frasca Architects LLP (ZGF) as most technically qualified as result of competitive selection process. Approval of the agreement is needed to begin programming and design work on the project.

Policy Considerations: The action requested supports the City's Strategic Plan goals of achieving sustainability and enhancing livability. The improvements are consistent with City goals to provide better accessibility to public transportation.

Economic Impact: None.

Environmental Considerations:

California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA): In June 2009, the City Council approved a Mitigated Negative Declaration under CEQA and a Notice of Determination was filed. Since the Intermodal projects have utilized federal transportation funds, the project is also subject to the provisions of the NEPA. In August 2009 the City entered into a Programmatic Agreement with Caltrans and pertinent state and federal agencies and the Federal Highway Administration issued a Finding of No Significant Impact and authorized the City to implement Phases 1 and 2 of the Intermodal project. Track Relocation is Phase 1 and Historic Rehabilitation of the Depot is Phase 2. Therefore, all requirements of CEQA, NEPA and federal law Sections 4(f) and 106 have been met for the subject project.

Sustainability Considerations: The Sacramento Intermodal Transportation Facility (SITF) projects will provide various alternative transportation modes including: rail freight movement, passenger rail trains, light rail transit, intercity and local buses, taxicabs, bicycle and pedestrian travel modes, and future modes such as streetcar and California High Speed Rail. The Intermodal Phase 2 project will provide efficiencies, improved operations, customer-oriented enhancements and greatly expanded usable space.

Other: None.

Commission/Committee Action: None.

Rationale for Recommendation: The City needs to complete the design documents for the project by June 30, 2013, to comply with funding deadlines associated with the federal Transportation Investment Generating Economic Recovery (TIGER) program which is providing 50% of the funds for the construction phase of the project.

Financial Considerations: The Sacramento Intermodal Facilities are being implemented through several phases and child projects with funding for specific child

projects or activities. For auditing and tracking purposes, various child projects have been administratively established.

As of August 20, 2012, the Sacramento Intermodal Transportation Facility (T15029000) and its child projects have a total budget of \$170 million and an unobligated balance of \$23,275,053. Most of these funds are restricted to specific child projects and activities. Dedicated funding for the Sacramento Intermodal Facility Phase 2 design portion of the project is sufficient to execute the consultant agreement with Zimmer Gunsul Frasca Architects LLP (ZGF) for the Phase 2 Sacramento Intermodal Transportation Facilities project in the amount of \$3,202,124.

Disadvantaged Business Enterprise (DBE): This is a federally-funded project with fund administration involving the Federal Transit Administration. Disadvantaged Business Enterprise (DBE) project participation requirements apply and ESBID rules are held in abeyance. The contract award will comply with all federal DBE participation requirements. ZGF has pledged to meet the Federal Transit Administration (FTA) a DBE project participation requirements for this project.

Background

For many years, the City has envisioned a project to expand the Sacramento Valley Station and historic depot into a regional transportation facility to serve multiple modes of transportation. Known as the Intermodal, the project has evolved into a transit district with several implementation phases. The Phase 1 project, Track Relocation, moved the mainline rail tracks and related operations to the north and will be completed this winter.

Phase 2 of the Intermodal will make improvements to the historic depot and improve station operations. The project includes historic rehabilitation of the building, renovation of the waiting room and restrooms, new building systems, and additional retail and office space and space allocations for Amtrak. The schedule is to complete programming, design and construction documentation by the end of June 2013 to comply with the schedule of the City's funding from the federal TIGER IV grant. Construction is to begin in fall 2013. A separate project is under construction to provide structural retrofits and life safety improvements at the depot, with completion anticipated summer 2013. This project would follow the Structural Retrofit project.

The design consultant selection process consisted of a Request for Qualifications that was reviewed by an independent consultant selection panel representing the interests of historic preservation, real property, architecture, Capital Corridor and Amtrak operations, and Sacramento Intermodal Facilities project phases. Responses to the RFQ were scored and ranked, and three firms were invited to submit proposals and were interviewed by the panel. The top-ranked firm is Zimmer Gunsul Frasca Architects LLP.

The design team lead by ZGF has extensive experience in historic restoration of transit facilities and team members have direct experience with the Sacramento Valley Station. ZGF is the architect of record for the Seattle King Street station, a project of similar scope to the Sacramento Valley Station. The brief provided to the consultant teams included facilities programming expertise for retail and office use as well as experience working with transit operators, including Amtrak specifically. Additional expertise in conservation and restoration were outlined as required technical qualifications in the selection process.

Thirteen consulting firms responded to the City's Request for Qualifications for project design services, including the following:

- Anil Verma Associates, Inc.
- Architectural Resources Group, Inc.
- Architecture VBN
- Carey & Co. Inc.
- Dreyfuss & Blackford Architects
- ELS Architecture and Urban Design
- HGA Architects and Engineers
- Jenkins/Gales & Martinez | Hodgetts + Fung

- LPAS
- Perkins + Will
- ROMA Design Group
- Stantec Architecture Inc.
- Zimmer Gunsul Frasca Architects LLP

The following firms were shortlisted for the Request for Proposals:

- Architectural Resources Group, Inc.
- HGA Architects and Engineers
- Zimmer Gunsul Frasca Architects LLP

Local consultants on the selected design team lead by Zimmer Gunsul Frasca Architects (ZGF) are:

- Cunningham Engineering - civil design
- Benya Lighting - lighting design
- AIM Consulting - public outreach
- JR Cronkey Associates - cost estimating
- Page & Turnbull – historic restoration

We will use the City's printing contract with Signature Reprographics for reproduction. The City will be hiring a LEED commissioning agent, soils engineer, independent cost estimator, hazmat consultant, contract compliance firm, and possibly a materials testing firm. Of the total firms working on this project, it is anticipated that approximately half of the work will be performed by local firms.



PROJECT #: T15029040
PROJECT NAME: Sacramento Intermodal Phase 2 Project – Sacramento Valley Station
DEPARTMENT: Public Works
DIVISION: Office of the Director

CITY OF SACRAMENTO

PROFESSIONAL SERVICES AGREEMENT FOR DESIGN PROFESSIONAL SERVICES

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

THIS AGREEMENT is made at Sacramento, California, as of August 28, 2012, by and between the **CITY OF SACRAMENTO**, a municipal corporation (“CITY”), and

*Zimmer Gunsul Frasca Architects LLP
1223 SW Washington St., Suite 200, Portland, Oregon, 97205
Phone: 503-224-3860 / Fax: 503-224-2482*

(“CONTRACTOR”), who agree as follows:

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

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

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

Executed as of the day and year first above stated.

CITY OF SACRAMENTO
A Municipal Corporation

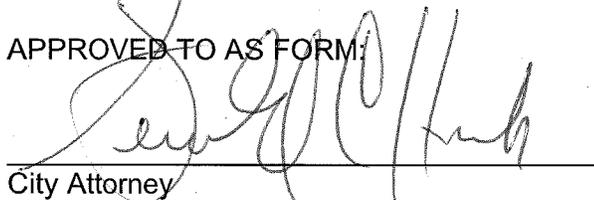
By: _____

Print name: Jerry Way

Title: Director of Public Works

For: John F. Shirey, City Manager

APPROVED TO AS FORM:



City Attorney

ATTEST:

City Clerk

Attachments

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

CONTRACTOR:

Zimmer Gunsul Frasca Architects LLP

NAME OF FIRM

93-0677469

Federal I.D. No.

602-668-982

State I.D. No.

City of Sacramento Business Op. Tax Cert. No.

TYPE OF BUSINESS ENTITY (*check one*):

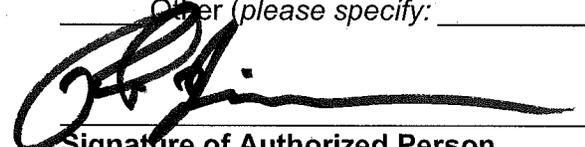
____ Individual/Sole Proprietor

Partnership

____ Corporation (*may require 2 signatures*)

____ Limited Liability Company

____ Other (*please specify:* _____)



Signature of Authorized Person

Robert Zimmerman, Partner

Print Name and Title

Additional Signature (*if required*)

Print Name and Title

**DECLARATION OF COMPLIANCE
Equal Benefits Ordinance**

Name of Contractor: Zimmer Gunsul Frasca Architects LLP

Address: 1223 SW Washington, Suite 200, Portland, OR 97205

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

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

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

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

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

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

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



Signature of Authorized Representative

8/30/2012
Date

Robert Zimmerman
Print Name

Partner
Title

EXHIBIT A

PROFESSIONAL SERVICES AGREEMENT FOR DESIGN SERVICES

SCOPE OF SERVICES

1. Representatives.

The CITY Representative for this Agreement is:

*Greg Taylor, Project Manager
915 I Street, Room 2000, Sacramento, CA 95814
Phone: 916-808-5268 / Fax: / E-mail: gtaylor@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:

*Tim Williams, Associate Partner
1223 SW Washington St, Suite 200, Portland, OR 97205
Phone: 503-224-3860 / Fax: 503-224-2482*

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

2. **Professional Liability Insurance.** Professional Liability (Errors and Omissions) insurance is X is not ___ [check one] required for this Agreement. If required, such coverage must be continued for at least 2 year(s) following the completion of all Services and Additional Services under this Agreement. (See Exhibit D, Section 11, for complete insurance requirements.)

3. Conflict of Interest Requirements.

A. **Generally.** Under the California Political Reform Act, Government Code §§ 81000 et seq., designated employees of the CITY are required to comply with the CITY's Conflict of Interest Code. The term "designated employees" is a term of art and includes individuals who are working for contractors who are providing services or performing work for the CITY and who are considered to be "consultants" under the Political Reform Act. The term "consultant" generally includes individuals who make, or participate in making, governmental decisions or who serve in a staff capacity. Individuals who perform work that is solely clerical, ministerial, manual or secretarial are not "consultants."

The CITY's Conflict of Interest Code requires designated employees, including individuals who qualify as "consultants", to file the following statements of economic interests:

- (1) An "assuming office" statement of economic interests to be filed within 30 days after execution of the agreement between the City and the contractor;
- (2) Annual statements of economic interests while the agreement remains in effect, to be filed not later than April 30 of each year; and
- (3) A "leaving office" statement of economic interests to be filed within 30 days of completion of the contract.

The above statements of economic interests are public records subject to public disclosure under the California Public Records Act.

The CITY's Conflict of Interest Code also requires individuals who qualify as "consultants" under the Political Reform Act to comply with the conflict of interest provisions of the Political Reform Act, which generally prohibit individuals from making or participating in the making of decisions that will have a material financial effect on their economic interests.

- B. **Conflict of Interest Statements.** The individual(s) who will provide services or perform work pursuant to this Agreement are "consultants" within the meaning of the Political Reform Act and the CITY's Conflict of Interest Code: ____ yes X no [check one]

If "yes" is checked above, CONTRACTOR shall cause the following to occur within 30 days after execution of this Agreement:

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

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

4. **Scope of Services.** The services provided shall be as set forth in Attachment 1 to Exhibit A, attached hereto and incorporated herein.
5. **Time of Performance.** The services described herein shall be provided during the period August 28, 2012 through December 31, 2015, or in accordance with the schedule, set forth in the scope of services.

August 28, 2012

Greg Taylor, AIA, Program Manager
City of Sacramento
Department of Transportation
915 I Street, Room 2000
Sacramento, CA 95814

PORTLAND
SEATTLE
LOS ANGELES
WASHINGTON DC
NEW YORK

Reference: Sacramento Intermodal Phase 2 Project - Sacramento Valley Station
(PN: T15029040)
ZGF Project No. S21731

Description of Scope of Work

This letter and its attachments constitute our proposal in accordance with our understanding of the required scope for the project.

The City has been awarded a Federal Department of Transportation Investment Generating Economic Recovery (TIGER) IV Grant to support the work at the Depot. The grant for construction funding will be administered by the Federal railway Administration (FRA) and design and documentation processes will be subject to FRA review along with other agencies. Our scope and fee is based on the City's Request for Proposal (RFP) for the Project dated July 1, 2012, subsequent addendums and correspondence.

Schedule

A project specific work plan has been prepared establishing an overall approach, an outline critical path schedule and a narrative definition of scope and tasks. The plan has been generated from available materials including the TIGER grant application, RFP and through discussions with the City team leaders. The proposed plan achieves all of the stated project goals and task within the TIGER grant application parameters and reflects a careful review and analysis of the required expertise to preserve, enhance and build-on the current efforts to re-establish the station as a dynamic community landmark and catalyst for continued vibrant neighborhood development.

Project milestone dates are as follow (please reference attached detailed schedule for details):

| | |
|----------------------------------|----------------------------------|
| Programming and Schematic Design | September 2012 – January 9, 2013 |
| Design Development | January 10, 2013 – March 7, 2013 |
| Construction Documentation | March 8, 2013- June 24, 2013 |
| Permitting and Bidding | May 18, 2013 – September 2, 2013 |
| Construction Begins | September 3, 2013 |
| Project Close-out | August 30, 2015 |

PARTNERS:

Robert J. Frasca PMA
Robert G. Poehard III ASSOCIATE AIA
Braulio Baptista ASSOCIATE AIA
Larry S. Bruton AIA
Joseph A. Collins AIA, LEED AP BD+C
Kelly D. Davis AIA
Margaret W. DeBolt AIA, LEED AP BD+C
Mark M. Foster AIA
Daniel J. Huberty AIA
Ted A. Hyman AIA, LEED AP BD+C
R. Doss Mabe AIA
Eugene B. Sandoval ASSOCIATE AIA
Karl R. Sonnenberg AIA, ACHA
Allyn B. Stellmacher AIA, LEED AP BD+C
Jan Carl Willemse AIA, LEED AP BD+C
Robert L. Zimmerman AIA

PRINCIPALS

John H. V. Chau AIA, LEED AP BD+C
Clinton S. Diener
Patrick A. Gordon AIA
Leslie Morison
David W. Neal AIA
Dan Simpson
Todd Stine AIA, LEED AP BD+C

925 Fourth Avenue
Suite 2400
Seattle, WA 98104
T: 206 623 9414
F: 206 623 7868
www.zgf.com

Greg Taylor
 August 28, 2012
 Page 2

Proposed Team

The ZGF team will work in close collaboration with a sub-consultant team that will provide expertise in specialized fields critical to the overall success of the effort. The proposed sub consultant team members are as follow:

Services included in this proposal:

| | |
|--|------------------------------------|
| Architecture and Planning | ZGF |
| Preservation Architects | Page and Turnbull |
| Building Envelope and Material Sciences | SGH |
| Structural Engineering | SGH |
| Public Outreach | AIM Consulting |
| Graphics, Signage and Wayfinding | Kate Keating Associates |
| Structural, Mechanical, Electrical, Fire Protection, IT, Access Control and Plumbing Engineering Services (SMEP, IT) | ARUP |
| Door Hardware | Openings |
| Cost Consulting Services | JR Conkey |
| Landscape Architecture | ZGF |
| Civil Engineering Services | Cunningham Engineering Corporation |
| Lighting Design | Benya Lighting Design |
| Public Use/retail Planning | Jeanne Giordano Ltd |

The above list of consultants to ZGF may be expanded or adjusted during the design and construction phases of the project. Any modification to the sub consultant team will be reviewed and confirmed in consultation with the City of Sacramento.

The specific scope of work has been coordinated as identified in the following narrative and is consistent with the proposals from the individual consultant. The individual proposals are available for review if requested.

The following list represents services that are **not currently included** but may be added through additional services proposals as and if desired by the City:

- Transportation Engineering (ARUP)
- Vertical Transportation Consulting (Lerch Bates)
- Life Cycle Costing Analysis
- Thermodynamic Modeling
- Public Address and AV systems
- Wind studies and wind tunnel testing, and evaluation of test results.
- Acoustical design relating to the mechanical, electrical and plumbing systems.

Greg Taylor
August 28, 2012
Page 3

- As – Built Drawings from the contractor’s redlined set

Scope

Knowledge of existing conditions in a rehabilitation project is one of the most critical elements to ensure a complete, defensible and highly accurate construction documents package. Bringing a team that is already very familiar with the station and one that has current hands-on experience and expertise provides the opportunity to hit the ground running. With the tight time frame due to the mandated duration resulting from the need to obligate the TIGER grant dollars next summer, our team, overall strategy and work plan has been developed to ensure we hit all deadlines, make our way through review processes smoothly and deliver a well coordinated, complete and high quality set of construction documents.

Our approach is focused on leveraging our team’s current and in-depth knowledge of not only the required City, State and Federal agency review processes but also on the team’s current experience collaborating on Phase I of the Station’s rehabilitation, deep and relevant project type expertise and a track record of creative, sustainable and highly effective solutions. To this end, we believe that it is possible to overlap some of the typical design to create a streamlined, intensive and focused process.

The overall design and documentation process has been structured into two primary steps – first, a combined Predesign/Schematic Design Phase and second, a Construction Documentation Phase. The design phases are followed by Bidding and then Construction and project close-out.

As outlined in the critical path schedule, data gathering and field investigations and analyses are proposed to occur immediately and simultaneously with initial existing document review, project programming and concept development allowing each activity to inform the other and rapidly generate materials to facilitate an informed process of collaboratively programming the building, assessing the historic features and developing strategies to address the overall rehabilitation.

The Station is situated within an evolving district that is likely to experience significant and transformative development as the track re-alignment project is completed, the future of adjacent recreational facilities evolve, plans for various public transportation networks and modes find resolution and development parcels to the North find developer and financing support. These long planned urban development visions along with the completion of the 4th Avenue pedestrian connection require that the Station rehabilitation carefully consider opportunities to support and enhance the opportunities for a dynamic future.

Greg Taylor
August 28, 2012
Page 4

As has been experienced in Seattle, the investment by the City of Sacramento in a carefully planned station rehabilitation, can be a significant and real catalyst for adjacent development. Our project approach includes careful analysis, the generation of alternatives and a community focused engagement process to ensure that stakeholders and concurrent planning activities can be understood, coordinated and incorporated in overall programming and planning of the immediate station environs.

Urban Design Considerations and Site Connection Tasks

The opportunity to leverage the City's investment in the Depot and create a catalyst for adjacent development requires that we ensure that the Station integrates with, supports and enhances planned adjacent development. Collaborating with, integrating and informing planning teams addressing adjacent opportunities is essential. Our team brings the right knowledge, talent and strong collaboration abilities to facilitate, coordinate and help lead in the process of advocating for the project goals and opportunities. We will:

- Collaborate with other concurrent planning activities and teams addressing transportation, recreational, residential, retail and commercial development within the district and optimize the programming and planning outcomes for the Depot so as to help inform and leverage adjacent visions.
- Explore construction phasing and staging alternatives that assess associated impacts to station operations and offer strategies that will allow the station to remain functional during construction
- Explore opportunities for alternative strategies and configurations (pedestrian focus?) for the current parking layout adjacent to the station – specifically the area to the East between the Station and the REA building
- Create and support opportunities to seamlessly integrate with current and planned transportation modes including the streetcar and light rail, bus services, high-speed rail, Amtrak and regional rail services, bicycle and pedestrian networks and taxi and private vehicle needs

Programming and Planning

The programming and planning step provides the opportunity to evaluate the overall building organization, functional relationships and possible alternative solutions. The initial step will explore these relationships and assumptions to ensure that all opportunities are evaluated and presented for discussion. This initial step will be concurrent with the development of the overall building program and include consideration of possible uses for the upper levels, adjacent exterior spaces, the tunnel, and the first floor both east and west of the main waiting room.

Greg Taylor
August 28, 2012
Page 5

In the Predesign/Schematic Phase, the team will work with the Depot Development Committee (DDC) and Amtrak to document and evaluate the current station functions. We will generate and test building space program alternatives in an iterative process that asks questions and offers alternatives for consideration. Adjacency diagrams, space program alternatives and overall layout options will draw on our depth of transportation planning experience that includes developing highly functional passenger waiting, baggage handling, ticketing and station amenity solutions. We will:

- Develop a comprehensive list of needs and opportunities from a physical and/or operational point of view
- Work to identify activities that need to stay within the historic building, and those that could be relocated to better support station activities
- Develop phasing and implementation strategies that acknowledge future development or expansions
- Locate stairs and elevators to meet egress requirements and provide accessible access to upper levels
- Engage in a programming process with Amtrak to accommodate functional needs and develop programmatic adjacencies and layout options
- Program and plan retail, restaurant, commercial office function locations
- Test assumptions with overall urban design opportunities and coordinate with adjacent projects and teams
- Program and test locations for a bike center and associated operational needs
- Program and test functional options for the area to the east of the station and adjacent to the REA building.
- Develop a comprehensive building Program Summary Document that will function as the basis of Schematic Design and include all stakeholders signed approval.

Agency Review and Collaboration with SHPO and Preservation Commission

Open, clear and early communication with City staff at Community Development Department (CDD), fire department, other City departments and the preservation community will be a first essential step in ensuring timely reviews and approvals for the station. We will coordinate with the CDD, the fire department, Preservation Commission, Caltrans, Regional Transit and SHPO from the beginning and leverage our team's knowledge of priorities to focus on the most critical topics early on to develop a dialogue and common understanding of opportunities and constraints. We have found that a strong common understanding of the project goals builds trust that ensures there is room for creative solutions that focus the success of the very best ideas. The team will:

Greg Taylor
August 28, 2012
Page 6

- Engage in early guidance reviews with the Fire Department and CDD
- Engage in early guidance reviews and during all design phases with the Department of General Services Maintenance staff and City Utilities Departments
- Engage in early guidance reviews with the Preservation Commission
- Engage the community and Stakeholders in open house sessions
- Facilitate reviews with SHPO, RT and Caltrans agencies to gain appropriate concurrence approvals
- Facilitate plan review/permitting

Predesign/Schematic Design

Combining the first two steps integrates the initial project data gathering and review tasks with field investigations and programming activities leveraging our knowledge of the station and building on the strengths of the full team's breadth of experience. Deliverables will include:

- A Final Program Document for concurrence review and approval
- A 30% Design Package that will be equivalent to a Schematic Design Package containing plans, elevations and section drawings along with outline specifications and system narratives for all disciplines.
- SHPO, Amtrak and FRA review processes
- A cost model analysis and cost check based on the 30% documents for reconciliation with City estimator.

Construction Documents

During the construction document step we will continue to coordinate with agency review processes and focus on detailed issues resolution. We will conduct mock-ups of lighting solutions for confirmation acceptance. We will create, monitor and check cost estimates to ensure project and budget alignment. Deliverables will include:

- A 60% Design Package that will be equivalent to a Design Development Package containing plans, elevations, details and section drawings along with draft specifications and updated system narratives for all disciplines.
- A 90% Construction Documents package containing all plans, elevations, details and section drawings along with specifications for all disciplines. This package will be submitted for Plan Check.
- SHPO, Amtrak and FRA review processes at 60% and 90%.
- Cost estimates for each the 60% and 90% documents for reconciliation with City estimator.
- A 100% Construction Documents package that is ready for bidding and is updated to include permitting questions, cost reconciliation issues and final detail and specification coordination and resolution.

Greg Taylor
August 28, 2012
Page 7

Bidding and Construction Administration and Project Close-Out

The team will:

- Address bidder questions
- Issue bid addenda
- Participation in pre-bid conference and responding to bidder questions, clarification requests
- Participation in the review of bids and alternates
- Provide CA support activities for the duration of construction including answering RFIs, reviewing submittals, issuing construction change orders, attending on-site mock-ups, preconstruction meetings and field walks, participating in weekly Owner, Architect and Contractor meetings (OACs), reviewing payment request and change orders, etc.
- Services consisting of processing and the distribution of submittals, shop drawings, product data, material samples and other items required by the project documents.
- Site visits at intervals appropriate to observe the quality and progress of the work as consistent with the contract documents
- Preparation, reproduction of clarification documents and interpretations in response to requests from the contractor
- Services related to monitoring the progress of the work relative to the schedule
- Project Close-Out activities including LEED submittals, coordinating the delivery of owners manuals, addressing warranty issues, etc.
- Review contractor marked-up field documents
- Forward operation and maintenance manuals provided by the contractor to user agency
- Investigate contract problems during warranty period
- Maintain project drawing files to reflect RFIs and ASIs.

The following narratives describe the scope for each of the specific discipline and indicate tasks for each as appropriate:

Historic Rehabilitation – Exterior Envelope

The scope for the exterior of Station covers several disciplines and will be approached from a broad perspective. We will balance material science expertise with sensitivity to the important, character defining historic features of the exterior to create a durable, rehabilitation that will secure the building's exterior integrity well into the future as well as preserve the important fine grain detail quality of the fenestration and overall building expression. There will be competing interested and goals that will be carefully balance to create a historically appropriate exterior

Greg Taylor
August 28, 2012
Page 8

expression that ensures that the envelope is renewed to provide a secure weather enclosure, seismic restraint and an appropriately performing thermal enclosure. The team is well aware of the challenges related to the terracotta and other envelope issues and will bring the hands-on knowledge gained in Phase I during the parapet repair design and construction. Particular attention will be focused on the windows and any exterior doors not addressed in Phase 1 and early field evaluation will provide important information to allow a complete and well documented set of repair and restoration details to be developed. The scope will include:

- Survey and documentation of exterior envelope current conditions resulting in a report and recommendations for review and evaluation by the team and appropriate agencies and commissions.
- Rehabilitation of historic character defining features.
- Window glazing repair/replacement and seismic anchoring of sash as recommended and reviewed in the current and team generated envelope survey step.
- Envelope repair and upgrading to address insulation, moisture, terra cotta and masonry degradation.
- Roof repairs as needed due to new elements or discovered conditions – an entirely new roof is not anticipated at this time and it is assumed that the parapets will be completed in Phase I and existing roof remains in good repair and viable.
- Analysis and design for improved thermal performance of the entire envelope – informed by mechanical system design needs, code requirements, and project sustainable/LEED design priorities.
- Removal of non-historic elements.
- Brick masonry
- North canopy and glass enclosure
- Cement plaster finish on concrete building base

The following repairs are excluded from the scope of work:

- Exterior doors
- Loading dock platforms and doors
- Below-grade waterproofing at occupied areas of the basement

Programming/Schematic Design

- Review existing documentation and reports on The Station as it relates to the exterior envelope conditions including our report dated 30 April 2002 and HMR Architect's Historic Assessment Report dated February 2008.
- Review existing documentation and reports on The Station as it relates to hazardous materials removal and remediation in order to coordinate with

Greg Taylor
August 28, 2012
Page 9

the City's consultant, who will develop an initial work plan for hazardous materials mitigation.

- Create scope documents for field investigation and testing.

Make a visual survey of the following building components and systems to identify existing conditions and quantity repairs where not 100% (for example, repointing). Our investigation will include a detailed condition survey of the following building components:

- Exterior terra cotta ornamentation including the non-structural conditions of the terra cotta balustrade not addressed during the seismic retrofit phase
- Exterior brick masonry walls and masonry wall base
- Fenestration including large circular and flat arched steel framed windows and back office steel-framed windows - survey the interior conditions to document evidence of leaks
- Steel framed glass enclosure at the north elevation

Make investigative openings at terra cotta and brick masonry to observe construction and condition of substrate including material samples including:

- Mortar samples from the terra cotta and brick masonry for materials analysis and mix ratios.
- Brick samples for matching purposes.
- Design and observe steel window repair mockups. We recommend trial repairs in this early phase to work out problems which may arise related to removal of the asbestos containing caulking and deglazing the windows with minimal glass breakage.
- Design and observe masonry cleaning mockup.
- Provide schematic design level outline specifications for repairs of exterior waterproofing & material conservation at the end of this phase.
- Provide schematic design drawings for exterior envelope repairs at the end of this phase. We will utilize existing elevations and plans available through the seismic retrofit work or backgrounds provided by ZGF to show the exterior envelope repair concepts.
- Review cost estimate, pertaining to the exterior envelope scope.
- Attend two half-day (up to 4 hours each) project meetings in Sacramento.

Design Development

SGH will assist ZGF in further defining roofing, exterior waterproofing and materials conservation systems. We will provide the following services:

Greg Taylor
August 28, 2012
Page 10

- Review and incorporate the City's and other's comments from the schematic phase.
- Review team members' drawings for coordination.
- Review cost estimate from the schematic phase to verify it reflects our scope.
- Provide the following DD level of technical specifications at the end of this phase:
 - Terra cotta restoration
 - Masonry cleaning
 - Brick masonry restoration
 - Masonry mortars
 - Repointing
 - Concrete repair
 - Sheet metal flashing and trim
 - Steel window and enclosure restoration
 - Cement plaster
 - Sealants
- Prepare waterproofing and exterior materials conservation system drawings and details.
- Attend one half-day (up to 4 hours) project meeting in Sacramento.

Construction Documents

SGH will assist ZGF in finalizing roofing, waterproofing and materials conservation construction documents. We will provide the following services:

- Review and incorporate the City's and other's comments from the design development phase.
- Review team members' drawings for coordination.
- Review cost estimate from the design development phase to verify it reflects our scope.
- Finalize our technical specifications listed in the Design Development Phase above.
- Finalize waterproofing and exterior materials conservation system drawings and details for plan check, permitting, bid and construction, and cost estimating.
- Attend one half-day (up to 4 hours) project meeting in Sacramento.

Bidding and Negotiation

SGH will assist ZGF in the bidding and negotiation phase by providing the following services:

Greg Taylor
August 28, 2012
Page 11

- Attend a pre-bid meeting and bid walk as it relates to our roofing, waterproofing and materials conservation system work defined above.
- Review bids as it relates to our scope of work and provide comments.
- Provide responses and clarifications on bid documents and technical material for addenda as it relates to our scope of work defined above.

Construction Administration

- Attend up to three half-day (up to 4 hours each) pre-construction meetings with the
- Architect, Owner's representatives, the Contractor and relevant subcontractor to discuss the scope and execution of the roofing, waterproofing and materials conservation system work.
- Review submittals and samples, shop drawings, and substitutions related to waterproofing and materials conservation. ZGF will still be ultimately responsible for the review of all submittals. This proposal includes only one initial review and one re-review of each submittal.
- Respond to RFIs relating to our scope of waterproofing and materials conservation work and provide technical material and analysis as required. Our budget includes review of 20 RFIs only.
- Visit the site at intervals appropriate to the stage of construction to review the work in progress and upon completion to verify general compliance with the Contract Documents. We will not direct the work and we will have no responsibility for the Contractor's means and methods. We have budgeted for eight site visits. For each site visit we will prepare a field report including photographs. Additional site visits will be billed as additional services.
- Provide assistance with punch-list items. We will visit the site twice; once to review the list of items within our scope of work, and the other to verify the completion of these punch-list items.

Historic Rehabilitation – Interior Spaces (Page and Turnbull)

The main waiting room and adjacent space are important defining building features. Like many similar buildings, renovations over time have altered the original programmatic functions, organizational structure, and items have been added to the walls, windows and doorways. It is common that a rehabilitation's most important move is simply removing all the accumulated clutter and restoring the original doorway, windows overall organization. That will certainly be our initial proposal at the Depot too but we will also evaluate a range of opportunities consistent with the developed building program and needs assessment. Additionally we will:

- Investigate the floor to determine what is below and the possibility of revealing and restoring

Greg Taylor
August 28, 2012
Page 12

- Restore and enhance the lighting
- Restore the MacQuerric Mural
- Restore the plaster, paint, windows, doors
- Restore connections/doorways to adjacent spaces on the first floor
- Restore restrooms and circulation corridors on the upper levels
- Integrate opportunities for new functions including retail, restaurants and commercial uses
- Integrate Amtrak support offices, gate functions, baggage handling, ticketing, and waiting functions.
- Integrate technology infrastructure – power, data and other communication connections - to support and be consistent with contemporary station, retail, restaurant and commercial expectations and needs.

Programming/Schematic Design

- Field verification – coordination with as-builts
- Field review – evaluate condition of historic interior materials:
 - Plaster walls
 - Plaster ceiling
 - Paint finish on plaster walls and ceiling (basic evaluation using in-house sampling & microscopic review - selected laboratory analysis)
 - Historic mural (basic evaluation using input from art conservation consultant)
 - Stone trim and base
 - Stone flooring
 - Wood trim and moldings
 - Original wood doors, hardware and transoms
 - Original interior windows
 - Original wood benches
 - Original toilet room floor finish, ceilings, partitions, fixtures
 - Original steel vault
 - Other misc. original elements (metal rollup doors, fire hoses, etc.)
- Field review consultation – review and comment on evaluation of historic materials
 - Exterior windows
 - Exterior canopies
 - Terra cotta, brick and exterior plaster base
- Field review by P&T – evaluate condition of historic exterior materials within P&T scope (not covered by other consultants)
 - Exterior existing doors and hardware
 - Exterior gateways/openings
 - Misc. original features at exterior façade

Greg Taylor
August 28, 2012
Page 13

- Coordinate and review mock-ups of P&T scope items
- Comment on Schematic Design by others (to advise on Secretary of the Interior Standards for Rehabilitation):
 - Design of new exterior elements and alterations
 - Design of new interior elements and alterations
 - Wayfinding/signage
 - Lighting design
 - MEP systems as they affect primary significant spaces
- Advise and assist on egress studies and code analysis led by others;
 - Elevator, circulation, egress
 - CBC compliance
 - ADA compliance
 - Analysis and use of CHBC
- Advise as requested on study of Station in context of future development

Construction Documents

- 30% Documents, 60% Documents, 90% Documents
- Development of rehabilitation documents for P&T scope;
- CDs for level 1: Interior rehabilitation design and treatment documentation
- CDs for level 2: Rehabilitation treatment documentation for typical historic materials and finishes in perimeter areas
- CDs for level 3: Rehabilitation treatment documentation for select historic materials in perimeter areas - existing doors/openings
- Develop plans for reestablishment of historic ticket counter, if determined appropriate, for new use
- Develop scope of work for stabilization and repair of the historic mural
- Comment and advise on Schematic Design by others (to advise on Secretary of the Interior Standards for Rehabilitation);
 - Design of new exterior elements and alterations
 - Design of new interior elements and alterations
 - Wayfinding/signage
 - Lighting design
 - MEP systems as they affect primary significant spaces
- Advise and assist on egress studies and code analysis led by others;
 - Elevator, circulation, egress
 - CBC compliance
 - ADA compliance
 - Analysis and use of CHBC
- Assist with team's sustainability / LEED approach and tracking of existing/historic fabric for documentation purposes.
- Assist with team's review and comment to Cost Check

Greg Taylor
August 28, 2012
Page 14

- Preservation Commission – coordinate and submit packages in advance of Commission meetings
- SHPO/Caltrans Review – assist team with assembly of submittal materials for review and provide coordination with Office of Historic Preservation
- Environmental Compliance Review pertaining to Cultural Resources – review and confirm compliance of the project design with the previous NEPA and CEQA clearances and the Programmatic Agreement. Provide letter if required with SHPO/Caltrans review submittals.
- Public meetings:
 - Public Open House #1, Preservation Commission #1/Public Open House #2, Preservation Commission #2
 - Amtrak & Operators workshop #1, #2, #3
 - SHPO/Caltrans meetings (total of 3)

Bidding

For scope associated with historic elements assist with bid services:

- Address bidder questions
- Prepare/issue addenda
- Evaluate bids

Construction Administration

For scope associated with historic elements assist with CA services:

- Assist with construction administration services, respond to RFIs, review and respond to Submittals, mockups (up to 2 reviews of each complete submittal)
- Conduct periodic site visits to review progress of P&T scope items
- Attend site meetings related to appropriate scope

Cost Estimating (JR Conkey)

Maintaining alignment with the cost parameters of the project is an essential part of a successful overall project delivery process. The team will coordinate and reconcile cost information throughout the process.

Cost review, analysis and reconciliation is provided at major milestones including:

- Programming to evaluate cost model information and scope alignment
- Schematic Design (30% CDs)
- Design Development (60% CDs)
- Construction Documents (90% CDs)

Greg Taylor
August 28, 2012
Page 15

Field Investigations (ZGF, SGH, Page and Turnbull)

Our team is already familiar with the building and as a result has a list in mind of areas that would be helpful to open up and view the actual condition to confirm the scope and viability of possible remedial measures. Limiting unknowns is an important step in developing good documentation that addresses exposure to unforeseen conditions during construction. We propose to immediately formalize the specific areas for field investigation to maximize the usefulness of the information discovered in the design and documentation process. The scope anticipated for investigations include:

- Excavations at select pile caps to confirm degree and depth of degradation and thus repair required.
- Removal and investigation of select areas of the exterior terracotta banding to understand degree of degradation and scope of needed repairs
- Test of the mortar in selected locations to determine condition
- Interior plaster evaluation for condition, colors and construction to confirm connections are adequate
- Window glazing evaluation and testing
- Window anchorage evaluation and testing

Mechanical, Electrical, Plumbing, and Fire Suppression (ARUP)

The scope for the mechanical, electrical and plumbing systems is assumed to include all new systems infrastructure that build on the completed Phase 1 portion and includes:

- Full Electrical system
- Heating and cooling for the entire building
- Extension of fire sprinklers and alarm to all improves spaces
- A new emergency generator
- IT infrastructure for Amtrak and future tenants
- Evaluation of opportunities and viability for full kitchen supporting functions – full grill fume hoods, energy and gas needs etc. to assess capacity needs and configuration possibilities
- Rehabilitated restrooms on the upper levels and additional as may be required on the first level
- Consideration of showers to support a bike center

We will assist the Owner in discussions with utility companies for new or upgraded services (power, water, sewer, and gas) to the building. The Civil Engineer will be responsible for final routing to within 5-ft from the building. Our work will terminate (5) feet beyond the perimeter of the building. We assume that the civil

Greg Taylor
August 28, 2012
Page 16

engineer will be responsible for the design and specification of utilities for the proposal.

Our proposal is made on the basis that the selected contractor has the responsibility to provide/ perform the following:

- Design of all temporary services
- All means and methods for construction and all associated engineering services.
- Seismic bracing design
- Design of all MEP equipment supports, racks, guides, and restraint systems.
- Design and final selection of vibration isolation equipment
- Design and final selection of all thermal expansion systems and equipment
- Design of Building Automation System to our performance specifications
- Design and stamping of fire protection drawings to our performance specifications

Mechanical (HVAC) Engineering

HVAC design will include all heating, cooling and air conditioning systems, mechanical ventilation, exhaust systems, building automation and control systems. We will assist in assessing the energy code compliance of the building envelope by analyzing the building envelope constructions for the Architect based on their details and materials specifications. Our work is limited to one set of evaluations per stage per envelope system and assumes 1D or 2D thermal analysis only. Our work excludes the overall envelope compliance analysis of the building - building envelope code compliance remains the responsibility of the architect. This analysis does not include moisture/dewpoint/condensation analyses of the façade. We can provide comprehensive envelope code compliance and/or dewpoint analysis services if requested.

We assume that condensation analysis of the building elements will be carried out by other consultants. Condensation risk analysis for opaque and transparent façade elements is excluded from the mechanical scope of work.

For natural ventilation systems, we will analyze the systems based on code and other governing body guidelines, including CIBSE AM:10 and ASHRAE Standard 62.1-2010. For automated window openings, we assume that the window actuators and window systems are specified by the Architect per CSI. We will assist the Architect in selecting appropriate actuators and window hardware to meet the functional requirements of the natural ventilation system. We will design the building automation control system to integrate with the natural ventilation system as required based on the performance objectives and solution for the project.

Greg Taylor
August 28, 2012
Page 17

Electrical Engineering

Electrical design will include all normal and emergency/ standby power services, lighting control systems, fire alarm systems, lightning protection systems, and distribution of power to lighting, equipment, appliances, and receptacles.

Our power plans will show receptacle circuiting based on receptacle locations and quantities approved with the architect. Exact locations, heights and dimensions of all outlets will be documented by the architect on their drawings.

Lighting Design

Lighting for all areas will be the responsibility of the Lighting Consultant appointed by the Architect who shall provide complete light fixture layouts, fixture specifications, switching/dimming schemes, and pertinent calculations to Arup during the Design Development phase. It is assumed that the lighting layouts, fixtures and lamps selected and lighting control proposed will meet applicable codes.

Our lighting circuiting drawings will be based on fixture selections, layouts, switching, dimming and lighting control schemes provided to us by the lighting consultant. We will incorporate this information into our electrical drawings. We expect to receive a lighting layout in AutoCAD format including lighting designations and lighting schedules in electronic format. Where lighting specifications and schedules have to be incorporated in Division 26 specifications, and/or lighting plans have to be filed, the lighting consultant must provide to us a letter signed and sealed by a professionally licensed electrical engineer in the state of the project or a notarized letter regarding compliance with applicable codes, prior to sign off by our licensed engineer.

The lighting consultant will ensure that their design complies with all applicable local codes and energy efficiency standards, and will provide Arup with signed and sealed calculations demonstrating compliance. In addition, the lighting consultant will provide signed and sealed calculations demonstrating compliance with the code egress lighting requirements.

ITC/ Communications

Our scope of work for electrical engineering services related to the scope of work provided by the Information Technology (IT) consultant includes the provision of power circuiting and grounding in service entry and IDF/Server rooms based on the drawings and specifications provided to us by the IT consultant.

Greg Taylor
August 28, 2012
Page 18

Access Control

Our scope of work for electrical engineering services related to the scope of work provided by the Access Control Consultant includes the provision of power circuits for the security system based on the drawings and specifications provided to us by the Access Control Consultant.

Civil Engineering

Our scope of work for electrical engineering services related to the scope of work provided by the Civil Engineering Consultant includes the provision of power circuits for exterior equipment based on the drawings and specifications provided to us by the Civil Engineering Consultant.

Our work includes power service only for exterior equipment powered from the building service. We assume that the Civil Engineering Consultant will be responsible for all work associated with power services associated with roadway lighting and other equipment not powered from the building.

We expect the Civil Engineering Consultant to be responsible for coordination of all exterior underground elements including conduit, site lighting foundations, incoming service laterals, and electric utility lines, even when design of those elements is provided by others.

Audio/Visual

Our scope of work for electrical engineering services related to the scope of work provided by the Audio Visual (AV) consultant includes the provision of power circuits for AV devices based on the drawings and specifications provided to us by the AV Consultant.

Plumbing and Fire Suppression Engineering

Plumbing design will include all domestic water systems, sanitary waste and vent systems, storm water drainage, fuel oil, and natural gas systems, if required.

We are assuming that some level of water recycling will be implemented in the building and we have allowed for the design of the associated systems.

Design of the site fire hydrant system to a point of connection, as required, shall be done by the Civil Engineering consultant.

Foundation and/or sub-soil drainage system will be included in the plumbing design, based on the recommendations of the Geotechnical Engineer.

Site storm and sanitary drainage shall be done by a registered Civil Engineer.

Greg Taylor
August 28, 2012
Page 19

Fuel oil storage system designs shall be based on the minimum applicable code requirements.

Fire Protection Systems

It is our understanding that a complete code compliant fire sprinkler system has been installed as part of the Phase 1 work. Phase 2 work will involve the relocation of heads and minor redesign of select areas of the fire protection system.

As part of its Basic Service, Arup will develop a performance specification for the fire sprinkler system modifications to the existing system. This system shall be based upon the requirements provided by the project Fire Protection consultant.

Hydraulic calculations, floor piping layout and fire protection engineer's stamp are excluded. Arup will not be the engineer of record for this system.

Coordination with Specialist Consultants

In the context of this scope of work, we assume that all specialty consultants (acoustics, audiovisual, lighting, ICT, security, etc) assume full legal and professional responsibilities for their services and for their designs. Related information shown on Arup's drawings is for interdisciplinary coordination and/or for buy-out purpose only.

Food Service Consultant

The mechanical (HVAC), electrical, plumbing, and fire suppression engineering design will include support infrastructure for food service equipment included within the shell and core budget or Amtrak TI spaces only. We expect to receive equipment layouts, equipment designations/tags, and MEP utility requirements in cut sheets, specification, and/or schedule form during the design process.

We presume that final versions of the information above including drawings in AutoCAD format will be provided a minimum of three (3) weeks before our production deadlines.

Acoustics Consultant

The acoustic consultant shall be responsible for the acoustic design of the building systems. For acoustical issues it is assumed that the project acoustic consultant will identify and agree all relevant acoustic design criteria with the client and Architect. The acoustic consultant will review the systems and

Greg Taylor
August 28, 2012
Page 20

provide advice to the design team regarding the required acoustical treatment to meet the sound isolation, mechanical services noise and vibration attenuation, and room acoustic criteria.

The acoustic consultant shall review the 30% Design, 60% Design and 90% Design documents and shall bring to our attention any areas where the designed systems will not in their opinion meet the criteria that they have established.

The acoustic consultant shall review the 100% Construction Documents and confirm that they are capable of meeting the acoustical design criteria.

The acoustic consultant shall provide basis of design equipment selections and specifications for all products required to provide sound and vibration attenuation of MEP systems and equipment and shall review the Arup specifications for conformance with their requirements.

Owner-Provided/Procured Equipment

Selection of the equipment below will be performed by the owner. Arup will provide design for the mechanical (HVAC), electrical and plumbing infrastructure necessary to support this equipment. We expect to receive equipment layouts, equipment designations/tags, and MEP utility requirements in cut sheets, specification, or schedule form during the design process.

We presume that final versions of the information above including drawings from the Architect in AutoCAD format will be provided a minimum of two (2) weeks before our production deadlines.

- Exhaust hoods
- Specialist equipment for shops or vehicle operations, (e.g., spray booths and other specialized workroom equipment)
- Mobile/portable equipment/FF&E (e.g. copy machines, vending machines, refrigerators, microwave ovens, etc.)

If the information identified above is not available to us in a timely manner, we reserve the right to design the building MEP infrastructure to support typical/ representative pieces of equipment using our own experience and judgment. If this occurs, and additional design work is required during a later phase of the project due to owner's procurement schedule and/or final equipment selections, this design work will be considered an additional service.

Greg Taylor
August 28, 2012
Page 21

Key Tasks and Deliverables

Key tasks and deliverables for each stage are as follows.

30% Design/Schematic Design

- Attend project meetings.
- Review existing building reports and participate in walk through of existing building
- Meet with Amtrak to determine their TI and programmatic needs relative to MEP systems
- Review programming of future tenant spaces and review relative to MEP infrastructure needs.
- Meet with the Owner's Representative to determine any preferences for systems or components, and the philosophy regarding redundancy, flexibility, and future capacity.
- Determine and review applicable code requirements pertaining to or having impact on the system design.
- Review LEED requirements with Sustainability Consultant.
- Participate in one (1) Eco-charette with a duration of one day.
- Identify any special consultants that may be required to complete the scope of work.
- Contact the site utility providers to determine the availability and adequacy of the services required.
- Provide spatial requirements for rooms and other areas containing mechanical electrical, plumbing, and fire suppression equipment (i.e. identify square feet dimensions and clear height required)
- Recommend a range of glazing types and insulation values to assist the Architect in establishing building envelope performance requirements for occupant comfort, meeting efficiency targets and demonstrating prescriptive code compliance.
- Estimate preliminary HVAC load requirements to develop system capacity requirements.
- Determine zoning requirements for hot and cold water systems and fire protection systems.
- Recommend appropriate mechanical, electrical, plumbing, and fire suppression systems for the project.
- Assist Architect/Sustainability Consultant in developing renewable energy goals and sustainability initiatives for the project.
- Identify special equipment likely to be specified by other consultants that will require HVAC points-of-connection.
- Prepare mechanical drawings showing required sizes and locations for mechanical rooms, risers, and main routing to each major zone. Main

Greg Taylor
August 28, 2012
Page 22

system components will be detailed on the drawings. Nominal equipment sizing and typical manufacturers for each equipment type shall be included for cost estimating.

- Prepare electrical drawings including required sizes and locations of electrical rooms, typical room layout, and locations of equipment. Schematic level electrical single line diagrams.
- Prepare plumbing drawings showing schematic level riser diagrams for domestic water, sanitary sewer, and storm drainage systems and limited plan documents. Nominal equipment sizing for cost estimate purposes, with typical manufacturer's names. Develop plan drawings showing space requirements and main equipment for fire protection systems and control zones.
- Prepare Schematic Design Basis of Design Report
- Review construction cost estimates prepared by the cost consultant.
- Provide written responses to Owner's review comments.

60% Design/Design Development Phase Services

- Attend project meetings.
- Incorporate review comments from previous stage
- Review LEED requirements with Architect/Sustainability Consultant.
- Further develop the design of the systems established during Schematic Design.
- Provide final requirements for mechanical equipment space, vertical shaft space and horizontal distribution. This includes defining space required for installation, service, and replacement of equipment.
- Coordinate and define major pathways and grounding systems in support of telecommunications, security, and audiovisual systems based on criteria provided by other consultants and/or the owner
- Size and locate electrical rooms, equipment yards, risers, equipment, and major distribution routes.
- Review geotechnical report for any concerns related to the plumbing system design and provide comments in writing.
- Prepare mechanical drawings including:
 - Equipment locations, with primary and secondary distribution routes sized and indicated for each room.
 - Equipment room layouts showing clearance requirements, and duct and piping connections.
 - Equipment schedules with sizes and performance data.
 - Air and water single line diagrams.
 - Typical details.
 - Controls diagrams or description of sequence-of-operation for non-typical systems.

Greg Taylor
August 28, 2012
Page 23

- Prepare electrical drawings including:
 - Electrical room enlarged plan layouts as required.
 - Electrical single line power distribution diagrams.
 - Receptacle and fire alarm device layouts
 - Lighting fixture layout as provided by Architect or Lighting Consultant
 - Lighting fixture schedule as provided by Architect or Lighting Consultant
- Prepare plumbing and fire suppression drawings including:
 - General notes.
 - Equipment locations, with primary and secondary distribution routes sized and indicated for each room.
 - Plumbing equipment room layouts showing clearance requirements and piping connections.
 - Plumbing schedules with preliminary equipment selection.
 - Schematic piping diagrams for main piping runs.
 - Schematic sprinkler riser diagram, general sprinkler zone information, and main piping layouts
- Update Basis of Design Report
- Prepare outline specifications
- Review construction cost estimates prepared by the cost consultant.
- Respond to written comments by owner

90% and 100% Design/Construction Documents

- Attend project meetings.
- Incorporate review comments from previous phases
- Revise drawings as required by reviewing code authorities. Assist the Architect to obtain all City, County, State or other governmental approvals prior to bid.
- Provide updated utilities sizes, locations, capacities, and invert elevations to the Civil Engineer.
- Prepare lighting drawings with all fixtures labeled and circuited to a layout consistent with the final lighting plans provided by the Lighting Consultant.
- Prepare power drawings showing general locations and circuiting of all receptacles and power connections to appliances/equipment to provide a coordinated layout consistent with the final architectural plans.
- Prepare Fire alarm drawings showing locations of fire alarm appliances, devices, key equipment, and system interfaces. These drawings document the design intent for the purposes of bidding, obtaining of building permit, and coordination only. These drawings are intended to be

Greg Taylor
August 28, 2012
Page 24

superseded by the contractor's detailed shop drawings which will be sampled by the fire alarm system engineer of record.

- Prepare construction drawings.
- Finalize Basis of Design Report for record purposes only.
- Provide engineering calculations as required by code
- Provide appropriate documentation to Sustainability consultant for LEED process.
- Prepare complete specifications
- Review construction cost estimates prepared by the cost consultant.

Bid

- Participation in one pre-bid meeting
- Responses to Requests for Information (RFIs) received from bidders.
- Prepare addenda to Bid Documents as necessary.
- Prepare conformed set of documents at completion of bid/addenda phase.

Construction Administration Phase Services

- Review shop drawings and submittals
- Respond to RFIs
- Carry out site visits, up to the maximum number specified under "Scope of Work" above, to observe general compliance with design intent.
- Review and analysis of substitutions or contractor's alternates will be performed as additional services.
- Preparation of Record Drawings. Note that we will not modify our documents to provide as-built drawings. As-built drawings shall be provided by the Contractor.
- Review contractor's as-built drawings and operating manuals
- Owner-directed changes to the design shall be an additional service for documentation, submittal and RFI review, and site observations.

Post Occupancy

- Review post occupancy issues with owner and make recommendations for remediation. Note that issuance of revised construction documents, site visits to review remedial work beyond those noted above, functional performance testing and other such work is excluded from this post occupancy work period. Mechanical scope of work only – electrical post-occupancy scope is not included.
- Respond to LEED document reviews and modify LEED submission documents as required to meet reviewer's questions. Excludes the modification of design documents/change of design to meet reviewer's interpretations of LEED requirements.

Greg Taylor
August 28, 2012
Page 25

LEED Documentation for Engineering Credits

Arup will provide support for the achievement of a LEED certification by incorporating recommendations by the LEED Consultant and Architect into our designs where appropriate. We will prepare credit documentation and perform engineering design, if required, that demonstrates design achievement for the credits listed below.

Arup will not be responsible for LEED administration. We understand that a LEED Consultant will coordinate and submit all documentation to the USGBC to obtain a LEED certification. If appeals are required, this work will be considered as an additional service. We cannot guarantee the achievement of LEED Credits for which we are submitting nor can we guarantee the achievement of a LEED certification level.

We assume that the project is pursuing LEED 2009 Core and Shell for the main core and shell scope of work and that Amtrak is not pursuing LEED certification for their TI scope of work.

The following credit documentation, if applicable to the project, is included in our proposal. Not all the following credits may be pursued for the project.

Sustainable Sites

- Credit 9, Tenant Design and Construction Guidelines. We will contribute to the MEP sections of the guidelines regarding requirements necessary to achieve the desired building performance

Water Efficiency

- Prerequisite 1, Water Use Reduction
- Credit 2, Innovative Wastewater Technologies
- Credit 3, Water Use Reduction

Energy & Atmosphere

- Prereq 1, Fundamental Commissioning of the Building Energy Systems (coordination with CxA only)
- Prereq 2, Minimum Energy Performance
- Prereq 3, Fundamental Refrigerant Management
- Credit 1, Optimize Energy Performance (see separate scope of work)
- Credit 2, On-Site Renewable Energy
- Credit 3, Enhanced Commissioning (coordination with CxA only)
- Credit 4, Enhanced Refrigerant Management

Greg Taylor
August 28, 2012
Page 26

- Credit 5.1 and 5.2, Measurement & Verification, Base Building and Tenant Sub-metering
- Credit 6, Green Power (identification of required purchase only)

Indoor Environmental Quality

- Prereq 1, Minimum IAQ Performance
- Credit 1, Outdoor Air Delivery Monitoring
- Credit 2, Increased Ventilation
- Credit 4.1, Low Emitting Materials – Adhesives and Sealants (relevant MEP specifications only)
- Credit 5, Indoor chemical & Pollutant Source Control (specification of HVAC filters and pressurization control only)
- Credit 6, Controllability of Systems, Thermal Comfort

Additional Services

Documentation of Regional Priority credits and/or Innovation in Design Credits are additional services.

Information Technology/Communications (ARUP)

Our basic services for IT and Communications (ICT) includes needs analysis, programming, design and specification of the Communications infrastructure and the Structured Cabling System (SCS).

The needs analysis and programming activities will determine the degree to which Communications infrastructure and SCS will be shared. It will identify which systems require dedicated infrastructure and cabling and which will share the Communications infrastructure and SCS and include a preliminary integration model for other information technology and exhibit multimedia systems considered for support over the Communications infrastructure and SCS (e.g. security, audiovisual, BMS, etc.).

Once the Communications infrastructure, SCS programming requirements, and the integration model are agreed, we will work with the design team to design the Communications infrastructure into the facility and prepare plans and specifications for the SCS.

Key Tasks and Deliverables

Key tasks and deliverables for each stage are as follows.

Greg Taylor
August 28, 2012
Page 27

30% Design/Schematic Design

- Meet with Architect, Owner's representative and other members of the design team to review the program, understand the design objectives, and to develop a schematic design.
- Review existing building reports and participate in walk through of existing building
- Participate in workshop with all related disciplines, the architect, and the Owner to help the development of a model for integration of other building and information technology systems over the Telecommunications infrastructure.
- Meet with Amtrak to determine their TI and programmatic needs relative to telecommunications systems
- Review documentation on existing conditions and participate in a site visit to visually verify conditions.
- Coordinate and establish Telecommunications design criteria describing preliminary space, pathways, and MEP requirements.
- Produce Basis of Design Report that documents the agreed Telecommunications requirements, how they will be incorporated into the design of the project, and any outstanding design issues that must be addressed during future phases of the project. This document will address all Telecommunications Infrastructure scope items and summarize all findings established during the Schematic Design Phase.
- Produce Schematic Design Drawings that illustrate the space programming and preliminary distribution riser diagram.
- Provide written responses to comments by the owner, owner's agents, or code officials.

60% Design/Design Development

- Incorporate review comment revisions from 30% Design review comments
- Attend design coordination meetings with the project design team.
- Coordinate our work with that of the other consultants.
- Review estimates of construction costs prepared by the cost consultant.
- Size and locate Telecommunications spaces including Equipment, Telecommunications and Service Entrance Rooms.
- Produce Outline Specifications
- Produce riser or block diagram describing each system.
- Produce floor plans indicating which areas are served by which Telecom Room.
- Produce drawings that illustrate telecommunication room layouts
- Produce drawings that show preliminary indicative outlet locations or assumptions.

Greg Taylor
August 28, 2012
Page 28

- Update basis of design report.
- Provide written responses to comments by the owner, owner's agents, or code officials.

90% and 100% Design/Bid/Construction Documents

- Review and comment on architectural and SMEP construction drawings and specifications to confirm that Telecommunications requirements are incorporated and coordinated. Particular focus will be paid to confirming that Telecommunications infrastructure requirements (rooms routes & risers) are accurately reflected in the work of all disciplines.
- Work with project team to coordinate contract documents with all other disciplines.
- Review and comment on cost estimates produced by the construction estimator.
- Coordinate our work with that of the other consultants requiring telecommunications service/connectivity.
- Review drawings by architect and other consultants.
- Provide telecommunications infrastructure component information.
- Revise drawings, as required by reviewing code authorities and to incorporate final Owner's comments. Assist the Architect to obtain all City, County, State or other governmental approvals prior to bid.
- Review estimates of construction costs prepared by the cost consultant.
- Telecommunications drawings showing all receptacles and other equipment connections to a coordinated layout consistent with the final architectural plans.
- Final layouts of Telecommunications spaces.
- Final specifications utilizing our master specification system based on the CSI format.

Bid

- Participation in one pre-bid meeting
- Responses to Requests for Information (RFIs) received from bidders.
- Prepare addenda to Bid Documents as necessary.
- Prepare conformed set of documents at completion of bid/addenda phase.

Construction Administration

- Respond to Requests For Information (RFIs)
- Assist in the review of shop drawings and submittals.
- Site visits of the quantity and duration noted above

Greg Taylor
August 28, 2012
Page 29

Post Occupancy

- Post occupancy work is excluded.

Exclusions

The following scope and systems are explicitly excluded from the scope:

- Network Systems
- AV Systems
- Distributed Antenna System (cellular radio)

Access Control/Security/Public Address/PIDS (ARUP)

Access control, security, PIDS (Passenger Information Display System) infrastructure requirements will be coordinated with Amtrak and the PDT to ensure adequate capacity and appropriate locations are identified and at the very least pathways included to support future equipment installation – this addresses the possible split between what Amtrak might provide and what the project will be required to install. We have found that a separate IT closet should be planned to allow one for the building and one for Amtrak's needs. This would be in addition to other tenant specific IT spaces.

- Coordination of infrastructure needs – IT closets, demarcation room(s)
- Coordination with Amtrak PIDS, security and Public Address system needs
- Power assisted door location evaluation and inclusion as appropriate
- Access control needs and location evaluation and inclusion as appropriate

We will design an access control program and a technological system for the facility that meets the approval of the Owner. The design will include security provisions for the shell and core areas of the building only with regards to access control.

We will also document the pathways required by the Amtrak security system. The design of the Amtrak security system is by others – we will provide documentation of pathways and device locations (back boxes) based on the drawings provided to us by Amtrak's vendor/security provider. We assume that we receive such drawings in AutoCAD format at least three (3) weeks prior to any Drawing issue date.

The integrated electronic access control system design for the shell and core project will incorporate:

- Access Control and Alarm Monitoring (ACAM) System
- Security Console/Desk

Greg Taylor
August 28, 2012
Page 30

This process for the development and engineering of the security systems will include:

- **Owner Coordination:** We will review the design progress with the Owner to ensure the direction taken will meet the Owner's approval. This coordination includes involving the architect for the effective layout and placement of security stations and security devices.
- **Architectural Coordination:** We will review device options with Architect in order to select equipment that satisfy aesthetic requirements. In addition, we will work with the Architect to integrate exposed-to-view devices into the Architect's design intent and built-in furnishings to house security stations and equipment. We will identify physical space requirements for security closets, control stations, and equipment.
- **Electrical Coordination:** We will provide detail power and power configuration requirements for the security system to the electrical engineer. The electrical engineer will provide power and electrical infrastructure design up to the security closets, to main security control and command stations, and to major security equipment positions (such as turnstiles or screening systems). We will design all security infrastructure (conduit, boxes, low voltage wiring, security and hardware power supplies) out to the security devices, electronic door hardware and security equipment. We will participate with the electrical engineer in the coordination of integrated fire and security alarm networks.
- **Mechanical Coordination:** We will provide cooling requirements for the security system to the mechanical engineer.
- **Hardware Coordination:** We will identify all security requirements and map the security protocol for the doors. We understand that the hardware consultant, in coordination with the Architect, shall select door operation hardware suitable to the security design, with joint efforts to resolve any conflicts resulting from multi-function requirements for doors. We also understand that the hardware consultant's role is limited to the door hardware specification. We will design and specify the related access control system, including devices whose sole purpose is door monitoring or electronic access control, and related software criteria. The design and specification of low voltage wiring networks and diagrams for electronic access control shall be designed and documented by the Security Consultant.
- **Lighting Coordination:** We will coordinate with the lighting designer to set criteria and program for security lighting. The placement of motion detectors shall be coordinated to avoid glare and also obstruction from hanging light fixtures.

Greg Taylor
August 28, 2012
Page 31

- Site Coordination: We will coordinate with the Architect, Civil Consultant and Landscape Architect for those aspects of the site design related to security including physical barriers, plantings, site lighting, etc.

Key Tasks and Deliverables

Key tasks and deliverables for each stage are as follows.

30% Design/Schematic Design

Shell and core system:

- Meet with owner to identify the proper security solutions to be implemented.
- Assess facility and architectural plans to identify areas of concern.
- Arup will provide proposed solutions and technological options for achieving the desired level of security.
- Prepare a report that identifies findings. This report will include proposing solutions and technological options for achieving the desired level of security. The report will act as both a comprehensive summary of all findings as well as a basis of design to progress the security aspect of the project.
- Provide preliminary information to architect for sizing of spaces that will be associated with security, such as consoles, equipment closets and command center, as applicable.
- Security findings and design recommendations report (Basis of Design).
- Sketches identifying recommended space requirements for security spaces.
- Sketch identifying proposed electronic security system architecture.
- Provide written responses to comments by the owner, owner's agents, or code officials.

Amtrak Security System:

- No scope of work at this phase

60% Design/Design Development

Shell and core system:

- Prepare security plans identifying security device locations on architectural backgrounds
- Prepare riser diagrams showing component and system interconnections
- Coordinate electronic locking devices with door schedule
- Interface Fire Safety System with security system design
- Provide coordination with other trades

Greg Taylor
August 28, 2012
Page 32

- Electronically access controlled door details
- Electronic security device/mounting details
- Outline specifications

Amtrak Security System:

- Prepare drawings showing preliminary pathways and device locations for Amtrak security system based on Amtrak provided design

Construction Documents

Shell and Core System:

- Review drawings by architect and other consultants.
- Provide Security System component information.
- Revise drawings, as required by reviewing code authorities. Assist the Architect to obtain all City, County, State or other governmental approvals prior to bid.
- Review estimates of construction costs prepared by the cost consultant.
- Full size Security System drawings showing all receptacles and other equipment connections to a coordinated layout consistent with the final architectural plans.
- Final layouts of Security spaces and control desk.
- Final specifications utilizing our master specification system based on the CSI format.

Amtrak Security System:

- Prepare drawings showing preliminary pathways and device locations for Amtrak security system based on Amtrak provided design

Bid

- Responses to Requests for Information (RFIs) received from bidders.
- Prepare addenda to Bid Documents as necessary.
- Prepare conformed set of documents at completion of bid/addenda phase.

Construction Administration

- Respond to Requests For Information (RFIs)
- Assist in the review of shop drawings and submittals.
- Site visits of the quantity and duration noted above

Post Occupancy

- Post occupancy work is excluded.

Greg Taylor
August 28, 2012
Page 33

Exclusions

The following scope and systems are explicitly excluded from the scope:

- Distributed Antenna System
- Video Intercom Systems
- CCTV Camera Systems
- Threat and Risk analysis services

Structural Engineering (SGH)

With the completion of Phase 1 of the Depot, it is anticipated at the majority of the structural scope – specifically the seismic retrofit – will be complete. However, it is understood that remedial work to the top portion of deteriorated pile caps will need to be addressed as part of Phase 2. Our team includes the structural engineer that provided the overall seismic design for phase 1 and we understand the issues and are immediately ready to begin refining solutions to address the issue. Scope for the structural engineer during phase 2 will include:

- Support during field review of pile cap conditions
- Timber Pile cap repair design and documentation
- Consultation and design if bracing of historic plaster is needed
- Structural connections for the large windows back to the structure.
- Platform floor support of the proposed café
- Light pole support for the monumental lighting
- Miscellaneous mechanical duct support
- Equipment anchorage
- Elevator pit and rails supports; reframing to create shaft openings at multiple levels
- Potential reframing for new stair opening; in-fill of existing floor openings
- The structural design will conform to the 2012 California Building Code.

Pre-Design

- Investigate the following building components and systems to identify existing conditions and quantity repairs:
- Timber piles - Define and develop a reasonable investigation program; implement the program, verbally report the results of investigation for definition of repair scope. A contractor will be required to construct shored excavations, and we have not included this in our budget at this time.
- Steel window frame connections - Augment our previous limited investigation with a thorough review of existing conditions.
- Participate in up to 2 project meetings (up to 4 hours) in Sacramento.

Greg Taylor
August 28, 2012
Page 34

Schematic Design

- Provide outline specifications for structural scope at the end of this phase.
- We will attend two half-day (up to 4 hours each) project meetings in Sacramento.

Design Development

- Review and incorporate the City's and other's comments from the schematic phase.
- Review team members' drawings for coordination.
- Review cost estimate from the schematic phase.
- Provide DD level of technical specifications.
- Attend up to two (2) half-day (up to 4 hours each) project meetings in Sacramento.

Construction Documents

- Review and incorporate the City's and other's comments from the design development phase.
- Review team members' drawings for coordination.
- Review cost estimate from the design development phase to verify it reflects our scope.
- Finalize our technical specifications listed in the Design Development Phase above.
- We will attend three half-day (up to 4 hours each) project meetings in Sacramento.

Bidding and Negotiation

- Review bids as it relates to our scope of work and provide comments.
- Recommend bid alternates and bid strategies as it relates to our scope of work.
- Provide responses and clarifications on bid documents and technical material for addenda as it relates to our scope of work defined above.

Construction Administration

- Attend up to two (2) half-day (up to 4 hours each) coordination meetings with the Architect and Owner's representatives and the Contractor.
- Attend up to five (5) project meetings with the Architect and Owner's representatives and the Contractor.

Greg Taylor
August 28, 2012
Page 35

- Review submittals and samples, shop drawings, and substitutions related to structural items. ZGF will still be ultimately responsible for the review of all submittals. This proposal includes only one initial review and one re-review of each submittal.
- Respond to RFIs relating to our scope of roofing, waterproofing and materials conservation work and provide technical material and analysis as required.
- Review Proposed Change Request (PCR) and Proposed Change Order (PCO) as it relates to our roofing, waterproofing and materials conservation work.
- Visit the site at intervals appropriate to the stage of construction to review the work in progress and upon completion to verify general compliance with the Contract Documents. Budgeted for five (5) site visits. For each site visit will include a field report including photographs.
- Provide assistance with punch-list items.
- Review the Contractor's final record drawings, related to our scope of work, and provide comments.

Exclusions

We do not anticipate work for SGH Structural on the following tasks:

- Public outreach.
- Meetings for obtaining permits, City of Sacramento, Caltrans and SHPO review.
- Written report summarizing condition survey (we will provide repair recommendations for the cost estimator in the pre-design phase)
- Hazardous materials evaluation, testing and recommendations

Lighting Design (Benya Lighting Design)

The focus of the Lighting Design tasks will address the exterior and primary character defining interior spaces. Lighting design for all built-out and occupied portions of station are also included but are anticipated to require less review and coordination to ensure sensitivity to historic fabric. Our process includes computer generated 3D renderings and on-site mock-ups to study, present and confirm direction and solutions. Our team brings a proven track record of lighting large public and historic buildings and spaces with an emphasis on carefully concealed light sources (no glare bombs!) and solutions that reveal the buildings architectural detail and mass while acknowledging dark sky initiatives, pedestrian safety needs and energy conservation.

Benya Lighting Design will provide the following services:

Greg Taylor
August 28, 2012
Page 36

Three (3) Stakeholder meetings. Stakeholders include Preservation Commission, City Staff, DDC and related groups. Each of these meetings will include all parties.

Exterior Lighting Design including all necessary calculations, renderings and mockups for the following:

- Evaluation of immediately adjacent parking area lighting to determine lighting quality and compatibility with proposed design
- Facade lighting to illuminate the historic depot
- Area lighting to the east and north to create inviting atmosphere between the REA building and the Depot and the track access route, Amtrak loading and baggage activities, and bike parking alternatives

Interior Lighting including all necessary calculations, renderings and mockups for the following:

- Main waiting room (MWR)
- Adjacent large public historic spaces – 2 areas identified on the north of MWR and the other to the west of the MWR
- Accent lighting for Mural in MWR
- Supplemental lighting in MWR and other large historic public spaces
- Evaluation and updating of existing historic chandeliers and sconces in the MWR

Overall lighting and project documentation will be a coordinated effort combining design direction for Benya with engineering support and documentation from ARUP including:

- Lighting controls systems design and engineering front of house and exterior
- Written documents and calculations including Title 24 lighting calculations, LEED calculations, and path of egress calculations for portions of the project listed above, to be used by Arup (provided by Arup or others)
- Non-public, back-of-house lighting and in areas not of significant historical importance
- Calculations for the project as required for LEED, permit, and egress acceptance

Our scope of services and deliverables will be as follows:

- Exterior building façade and defining features illumination

Greg Taylor
August 28, 2012
Page 37

- Sidewalk illumination strategies to improve the sense of safety
- Canopy lighting
- Main waiting room lighting – both rehabilitation of the historic chandeliers and sconces and strategies for supplemental lighting to highlight significant elements (MacQuerrie mural for example).
- Evaluation of overall lighting levels - both inside and out - will be evaluated in the context of the safety, access and public use of the spaces.
- Lighting standards for tenant spaces that support energy conservation goals

Programming and Schematic Design (SD)

- Meeting with Stakeholders and team
- Interior lighting concepts
- Exterior lighting concepts

Deliverables include narrative description of lighting and control provisions; preliminary lighting energy use predictions; preliminary budget cost predictions; and preliminary renderings of MWR and two views of building exterior

Design Development (DD)

- Meeting with Stakeholders and team
- Lighting design for interior and exterior
- Lighting control design

Deliverables include final interior and exterior renderings; DD-level lighting plans for interior and exterior; DD level schedules and specifications for lighting; preliminary lighting controls riser diagram; DD-level cut sheet package.

Contract Documents (CD)

- Mockups of key interior and exterior lighting
- Final design review with Stakeholders and team
- Final lighting and control design adjustments
- Complete lighting design for our areas of work, turn over to Arup for implementation
- Assist in final adjustments

Deliverables include mockup report; complete lighting specifications, schedules, details, calculations, and cut sheets for our areas of work; completed lighting plans; completed lighting controls plans and riser diagrams; and Title 24, egress and LEED information for use by ARUP in their complete project CD's.

Greg Taylor
August 28, 2012
Page 38

Bidding and CA

- Assist in bid review
- Review lighting submittals
- Review ONE complete VE package
- Periodic job site visits
- RFI support (phone and site)
- Deliverables include shop drawing review; VE package review; job site visit reports; RFI documents

Project Close-out

- Final punchlist
- Review of controls for proper operation

NOT INCLUDED but recommended

- Review of existing lighting to be updated for dark sky compliance and color of light coordination with our work
- Design of replacement lighting in parking, drives, and exterior track areas
- Site wide emergency lighting system
- Special event/function lighting studies and design

Other Assumptions

- Maximum of three review meetings with Stakeholders in Sacramento as indicated above
- Preliminary and final renderings
- One interior and one exterior mockup
- One shop drawing review and one VE review

Sustainable Design (ZGF)

There is no reason the project should not achieve the required minimum LEED silver certification if not a higher level – no limit is placed on the possible certification level. The team will ensure that sustainability is a constant measure for system design appropriateness and will offer innovative, creative solutions that not only work with the historic fabric but also have the potential to enhance the thermal comfort of the building. Sustainable design is an integral part of our process but we will also ensure that the formal LEED process is integrated into the project contract documents and managed to smoothly deliver the final certification and include the following:

Greg Taylor
 August 28, 2012
 Page 39

- Sustainability charrette to establish project goals
- LEED checklist and registration of the project
- Continually updated LEED checklist and initial registration of the project
- Leadership in the LEED submittal process – Design and Construction Phase LEED submittals
- Maintain LEED status and monitor progress
- Coordinate with City LEED Commissioning Agent

LEED Energy Modeling (ARUP)

The following proposal outlines a scope of work for energy modeling for project. The goals of the work are two-fold – to document and support the project’s LEED Silver certification and to support the evaluation of energy conservation measures and design alternates during the design development phase of work.

Outline of scope of services

Software

The energy modeling proposed will utilize EnergyPro, Trane Trace 700 or eQuest energy modeling software as the tool to complete the work. Other tools may be utilized at Arup’s discretion based on the systems being analyzed – all tools will be compliant with the requirements of LEED documentation.

LEED Scope of Work

The following scope of work outlines the specific modeling work to support LEED documentation for Credit EA1.

| No. | Description | Timing/Phase |
|-----|---|-------------------------|
| 1. | Create ASHRAE 90.1 compliant baseline model | During Schematic Design |
| 2. | Create ASHRAE 90.1 compliant model of proposed design based on the Schematic Design documents, exclusive of add-alternates. This will be utilized to document the current expected energy performance for LEED Credit EA1 to set expectations | During Schematic Design |

Greg Taylor
 August 28, 2012
 Page 40

| | | |
|----|---|--|
| | and so that any required modifications may be investigated in a timely manner. | |
| 3. | Update of proposed design model based on the 60% design documents | Work will commence after the issuance of the 60% Design package. |
| 4. | Update of proposed design model based on the 100% design documents. This will be the final model and will be used to document the final LEED EA Credit 1 compliance and performance. | Work will commence after the issuance of the 100% Design package. |
| 5. | Final LEED Report and template completion. Report will be based on the results and model in item No 4. The final report will include all required information for LEED documentation, including any exceptional calculation measures. | Work will commence after the issuance of the 100% CD package and completion of Item No. 4. |
| 6. | Address LEED review comments and make necessary revisions for compliance with the comments. No LEED credits are guaranteed. | Expected during CA or post occupancy depending on timing of LEED review. |

At the completion of each sub-scope task, a report and/or executive summary will be issued outlining the results. Interim reports may be updates to previous reports. Reports prior to the issuance of the final LEED project report and template may not contain all details and information required to support LEED documentation.

Design Alternates Modeling

Whole building energy models are invaluable at providing decision-making support through life cycle cost analysis of design alternatives. The LEED energy models described above can serve as a template/starting basis for the cost-effective evaluation of design alternates during the design development phase. This scope of work is in addition to the LEED modeling scope

Greg Taylor
August 28, 2012
Page 41

described above, but is dependent on its inclusion as the LEED models are assumed to form the basis for all design alternate models.

This proposal includes the following scope and is based on the assumptions noted below. Allowances have been made based on the effort typically required for most feasible design alternatives, understanding that geometry and zoning will be unlikely to change due to the nature of the historic building and design decisions made to the start of DD.

Included in scope:

- All modeling strictly assesses the impact on the building's energy performance. Other impacts, including but not limited to wall moisture impacts, daylighting impacts, noise impacts, and thermal comfort impacts are not included.
- Model up to 3 façade alternates to assess their impact on energy performance. Façade alternates are assumed to consist solely of design options varying the level and location of thermal insulation and/or window thermal and daylight properties.
- Model up to 2 alternate HVAC system/plant combinations to assess their impact on energy performance.
- Model up to 2 alternate lighting design schemes including alternate lighting controls
- Energy life cycle cost analysis of the proposed alternates, with first cost data provided by others, financial parameters to be provided by the owner (discount rate, etc).
- Arup may combine measures into design packages if that is the intent of the final design.

Exclusions

This proposal specifically excludes the following scopes of work:

- Computational fluid dynamics modeling
- Modeling of natural ventilation or mechanical ventilation systems using multi-zone airflow models
- Detailed thermal comfort modeling
- Modeling required to support performance-based energy code compliance (Title-24 compliance documentation)
- Modeling required to support utility incentive funding or additional reports/documentation that would be required to support such funding based on the proposed scope of work.
- Façade thermal and moisture modeling or analysis.
- Detailed daylighting analysis outside the capabilities of the stated tools.

Greg Taylor
August 28, 2012
Page 42

The above exclusions may be requested and performed as an additional service extension to the included scope of work. Fees will leverage any combined benefits of the included scope of work where applicable.

Commissioning Support (ARUP)

Commissioning of the project is highly recommended to follow the LEED enhanced commissioning credit requirements. We have included in our fee proposal services to participate in the commissioning process commensurate with the LEED enhanced commissioning requirements.

Our commissioning participation includes:

- Responses to written review comments by the Commissioning Agent on the 60% and 90% Design documents
- Participation in sequence of operations review meetings (up to a total of 8 hours) during the Construction Documents phase to finalize the controls specifications and sequence of operations. These meetings shall coincide with our planned allotment of visits to Sacramento during the Construction Documents phase.
- Participation in commissioning meetings during construction, up to one per month during the duration of construction. Participation will be either by phone or in person if the meeting coincides with our presence on site for other purposes.
- Review of commissioning meeting minutes and response to actions
- Incorporation of Commissioning Agent's submittal review comments in our submittal reviews provided they are given to us in a timely manner (minimum 5 days prior to submittal due date). We will not be responsible for project delays stemming from delayed submittal responses due to untimely or late Commissioning Agent review comments.
- Review of post occupancy commissioning items within the post occupancy period noted.

Greg Taylor
August 28, 2012
Page 43

SMUD Utility Incentive Energy Modeling (ARUP Optional/Additional Service, not included in base fee)

Scope of Work

Arup will work with the Sacramento Municipal Utility District to achieve utility energy incentives for the owner using whole building energy modeling within the Savings by Design program.

The energy modeling for the SMUD incentives assumes that the LEED energy modeling scope is approved and forms the basis for the utility incentive energy modeling analysis.

We will contact SMUD and work with their representative to determine appropriate baseline systems and evaluate the energy conservation measures and opportunities within the project.

We will complete the energy modeling according to the SMUD requirements and submit our models for external review as required. We will respond to review comments and make model adjustments as necessary to complete the Savings by Design process.

Our fees are regardless of design team incentives that may be awarded to the team. As the primary author of the Savings by Design analysis work, Arup reserves the right to be the lead design team member within the Savings by Design program and the primary recipient of design team incentive awards. Arup reserves the right to distribute design team incentive funds to other team members at our discretion.

Exclusions

The pursuit of individual incentive funding measures in addition to the Savings by Design participation is an additional service that we are happy to provide based on the final design solutions and funding opportunities.

If a preliminary incentives analysis by the SMUD representative indicates the opportunity for greater savings through individual measure incentive funding, we will work with you and the Owner to convert this section of our fee proposal to support the individual measure approach instead of the whole building Savings by Design Approach. Note that this may or may not result in an adjustment to the fee for this work as identified in the fee summary.

Greg Taylor
August 28, 2012
Page 44

Art Preservation/Restoration (ZGF/Page and Turnbull)

The team will evaluate and develop a restoration plan and standards for the MacQuerrie mural on the east wall of the main waiting room. The plaster work on the ceiling and walls will likewise be evaluated and a restoration plan and standards developed.

The mural restoration scope will include:

- Field review and examination of the mural
- Creation of a summary report outlining appropriate and recommended restoration steps and standards to be included in the construction drawings and specifications.

The plaster restoration scope will include:

- Field review and examination of the ceiling and wall in the historically significant spaces
- Creation of a summary report outlining appropriate and recommended restoration steps and standards to be included in the construction drawings and specifications.

Civil Scope (Cunningham Engineering)

Although most of the utilities for the station will have been located by the time Phase 2 begins, we understand that there will remain several civil engineering issues to be addressed and include:

- Confirm and develop new data infrastructure feeding the building connections and to a demarcation room.
- Additional required fire hydrant locations
- Outstanding ADA compliance issues including sidewalk settlement, curb ramps and parking fee station limitations
- A new sewer connection - acknowledging electric vault location
- Any outstanding utility connections including any remaining water main scope
- Scope identified with tunnel resolution and bike parking and storage including connecting a new sump pump outflow to adjacent sewer.
- Grading and drainage for a small plaza development immediately to the Northwest of the station

Civil scope is based on the City's Request for Proposal (RFP) for the Project dated July 1, 2012, subsequent addendums and correspondence with ZGF and is generally limited to civil site improvements outside of the building footprint. Site improvement related to the project will consist of a small plaza to be located on the

Greg Taylor
August 28, 2012
Page 45

north side of the building, certain accessibility improvements (sidewalks surrounding the building as well as an ADA path of travel connection from the building to the 4th Street / I Street intersection), the installation of two new fire hydrants to serve the Project and potentially the installation of a geothermal mechanical system including a 75-100 bore hole field. We understand that a potential new sanitary sewer connection may be required from the east side of the building to the City combined system.

The City of Sacramento is the primary governing agency for the Project. Other reviewing agencies that may have applicable comments for our design are assumed to include Regional Transit (RT) and Caltrans. ZGF will take the lead in processing our plans through the required agencies for review and approval and our services will be limited to supporting that effort.

The basis of our scope assumes our plans will be prepared in AutoCAD format (it is noted that ZGF will work in Revit) and provide PDFs for review and archiving. The City intends to achieve LEED Silver certification as a minimum requirement. Although the exact LEED credits to pursue are not defined, our scope assumes civil related LEED credits will be pursued and our efforts will support the team's effort towards certification.

In order for Cunningham Engineering to effectively perform necessary services for this project, there are a number of coordination and performance issues that need to be overseen by the Client. Client will provide, or direct others to provide, the following information and services, and Consultant shall be able to rely on such information during the course of its work under this Scope of Services:

- Full architectural plans, including final, dimensioned site layout in AutoCAD format.
- Project programming information, including, or other site specific development requirements of the City and stakeholders.
- Copies of as-built site improvement plans.
- Site boundary and topographic survey, adequate for our design, in AutoCAD format
- Delineate accessible route through the site including the location and configuration of access ramps and the number of accessible public entrances.
- Engage project LEED consultant to coordinate between all consultants, establish the overall program and to make the necessary applications.

Schematic Design (SD)

Greg Taylor
August 28, 2012
Page 46

This proposal provides design input and drawings for one schematic design level submittal – 30% CDs – with comments addressed in the subsequent submittals and including:

- Site Visit: Attend one (1) site visit to review existing site conditions.
- Data Collection & Utility Investigation: Collect and review existing City utility maps, existing record drawings and other available materials and advise Client of any apparent constraints to site development and/or utility connections. Excludes surveying and potholing to determine utility locations.
- Base Map: Based on available boundary, topography and available as-built information, prepare base map for Client's use in preparing site layout design. Task includes indicating approximate location and sizes of existing underground civil utility facilities (sewer, water and storm drainage) where known.
- Site Plan Concepts Review: Review and comment on site plan concepts provided by Client and other site design constraints and opportunities. Provide input verbally and in brief memos.
- Civil Grading, Drainage and Utility Plan: Prepare schematic level, site grading plan showing existing topography, proposed finish elevations and general grading, drainage and civil utility concepts.
- Bore Hole Field Civil Drawing: Based on bore hole layout plan prepared by Client's mechanical consultant, prepare schematic civil plan to indicate general utility pipe routing and surface restoration features.
- Outline Specifications
- Cost Estimating Assistance: Review and comment on construction cost estimates
- Coordination and Meetings: Attend up to two (2) meetings with Client, City, and other members of the design team. Meetings assumed to take place in the Sacramento area.
- LEED Strategy Meeting: Attend meeting / teleconference with design team to discuss various strategies for obtaining LEED certification. Task will not include design of such strategies, but will generally set the scope and responsibilities of various consultants required to obtain credits.
- Processing: Provide electronic copy of each of the following items for each submittal for Client's use in incorporating in the complete submittal package to submit through the required agencies for approval:
 - Site Plan comments
 - Schematic Grading, Drainage and Utility Plan
 - Bore Hole Field Civil Drawing
 - Outline Specifications
 - Cost Estimate comments

Greg Taylor
August 28, 2012
Page 47

Design Development (DD)

This proposal is based on one design development submittal based on the City approved plans from the previous design phase. Client and City comments will be addressed in the subsequent submittal.

- Civil Grading & Drainage Plan: Prepare design development level site grading plan showing general demolition items, proposed finish elevations and grading and drainage concepts.
- Civil Utility Plan: Prepare design development level site civil utility plan showing proposed routing to fire hydrants and potential sanitary sewer connection (no other civil utilities are anticipated). This Scope assumes that the existing utilities adjacent to the site are adequate to serve the proposed site development.
- Preliminary Erosion and Sediment Control Plan: Prepare plan in accordance with City and other agency requirements.
- Bore Hole Field Civil Drawing: Based on bore hole layout plan prepared by mechanical consultant, CEC will prepare design development civil plan to indicate general utility pipe routing and surface restoration features.
- Preliminary Specifications: Prepare preliminary specifications for work we design. ZGF will provide specification format.
- Project Cost Estimate: Review and provide annotated comments for construction cost estimate, provided by others, for items of our work.
- Coordination and Meetings: Attend up to two (2) meetings with Client, City, and other members of the design team. Meetings assumed to take place in the Sacramento area.
- Preliminary LEED Design: Evaluate site design in regards to obtaining LEED points for Stormwater Quantity Control (credit 6.1) and Stormwater Quality Control (credit 6.2). Tasks include preparation of simple exhibits and brief summary memo for Client's use in determining if LEED credits will be pursued.
- Processing: Provide electronic copy of each of the following items for each submittal for Client's use in incorporating in the complete submittal package to submit through the required agencies for approval:
 - Preliminary Grading and Drainage Plan
 - Preliminary Utility Plan
 - Preliminary Erosion Control Plan
 - Bore Hole Field Civil Drawing
 - Preliminary Specifications
 - Cost Estimate comments
 - Preliminary LEED Design documentation

Greg Taylor
August 28, 2012
Page 48

Construction Documents (CD)

- This proposal is based on two submittals (90% and 100%) of a single set of drawings based on the City approved plans from the previous design phase.
- Client and City comments will be addressed in the subsequent submittal. It is anticipated that certain phases of work may be delineated on the plans as needed to enable Amtrak operations to remain in service during construction, though detailed sequencing of construction will be a contractor responsibility.
- Civil Grading and Drainage Plan: Prepare on-site grading and drainage plan for site, based on Architect's final dimension site plan – Including setting of grades, and design of storm drainage system. We will set top and bottom elevations of any necessary retaining walls. Client's structural engineer will be responsible for the design and details of the walls. Parking lot layout, striping plan and concrete flatwork is not included. City has requested a sump pump to be added to the leaking tunnel located underneath the railroad tracks, which will be design by the Client's mechanical consultant. Our task includes routing the pipe from five feet from the tunnel to the nearest combined sewer system.
- Accessible access ramp details, accessible path signage and striping are not included. Consultant will provide grades at the accessible route and access ramps and provide details as necessary to clarify those grades. Please be aware that issues of accessibility are constantly changing, both in terms of regulatory requirements and various and possibly contradictory interpretations. We will use reasonable professional effort and judgment to interpret applicable ADA requirements and other federal, state, and local laws, rules, codes, ordinances, and regulations as they apply to the project.
- Civil Utility Plan: Prepare water plan for new site fire hydrants. We assume existing public facilities within adjacent streets are available and of adequate size, capacity, and depth to serve the site. Task includes assisting the design team with the alignment for the routing of the telecommunications line between the building and I Street which requires repair; the design and details will be prepared by other members of the design team. Excludes design of electrical (or undergrounding of existing overhead), cable TV, telephone, on-site lighting, natural gas, fire protection required for buildings, landscaping and irrigation systems, except that work will be coordinated with other members of the design team.
- Erosion and Sediment Control Plan: Prepare plan in accordance with City, DTSE and Regional Water Board requirements as well as other agencies throughout the project phases.
- Bore Hole Field Civil Drawing: Based on bore hole layout plan prepared by Client's mechanical consultant, prepare civil plan to indicate general utility pipe routing and surface restoration features. It is assumed that geothermal

Greg Taylor
August 28, 2012
Page 49

system features (supply/return piping layout, loops, fittings, trench details, etc.) will be designed and documented by mechanical consultant. Civil plan will indicate extent of saw-cutting and pavement surface restorations and indicate existing utility features for reference (provided with site topographic survey).

- **Technical Specifications:** Prepare technical specifications for work we design and ensure coordination, review and integration with project specifications and detailed submittal requirements. ZGF will provide specification format.
- **Project Cost Estimate:** Review and provide annotated comments for construction cost estimate, provided by others, for items of our work.
- **Coordination and Meetings:** Attend up to three (3) meetings with Client, City, and other members of the design team. Meetings assumed to take place in the Sacramento area.
- **LEED Credit Documentation:** Coordinate with design and provide civil related support related to sustainability credit documentation (i.e., simple exhibits and/or memos). Consultant shall exercise all reasonable care to provide the applicable documentation.
- **Processing:** Provide electronic copy of each of the following items for each submittal for Client's use in incorporating in the complete submittal package to submit through the required agencies for approval:
 - Grading and Drainage Plan
 - Utility Plan
 - Erosion Control Plan
 - Bore Hole Field Civil Drawing
 - Technical Specifications
 - Cost Estimate comments
 - LEED Credit Documentation

Construction Administration (CA)

Our Scope and fee assume the Owner will provide full-time, on-site construction management (CM) services, and that our efforts are provided in support of the CM work. In the team's role as design engineer, we are not responsible for job-site safety or contractor performance. Our fees are based on a construction period not exceeding 23 months.

- **Bid Phase Services:** Interpret intent of civil engineering drawings in response to inquiries from Contractor. Prepare plan revisions, as necessary, to address said inquiries.
- **Preconstruction Meeting:** Attend up to one (1) preconstruction meeting with the Contractor, the successful construction trade contractors and the design team to commence the construction phase.

Greg Taylor
August 28, 2012
Page 50

- Plan Interpretation: Interpret intent of civil drawings in response to inquiries (including review of RFIs, field questions, etc.) from Contractor. Prepare written responses and revised drawing details as required. Fee does not include revisions due to Contractor or Owner initiated changes to project scope.
- Observation and Construction Meetings: Visit the site at appropriate stages of construction to observe the work for general compliance with civil engineering drawings. Our fee includes up to two (2) visits, including any regularly scheduled construction coordination meetings. We understand that the Owner will provide inspection and testing services.
- Submittal Review: Review material and equipment submittals for conformance with our design intent within the time frame outlined in the base contract.
- Final Walk Through: Assist Client in preparation of punch list for civil work. Scope includes one (1) follow up walk through.
- Record Drawings & Specifications: Prepare record drawings and specifications for our work, based on information provided by Owner and Contractor.

Civil Engineering/ Site Exclusions

Scope does not include the following list of services. Please note we can provide or help coordinate some of the services listed below, as an additional work task.

- Agency fees (to be paid by Owner).
- Revisions of completed or partially completed designs that incur cost to Consultant and which are the result of action by Client, Owner or otherwise necessitated by factors beyond the Consultant's control. If required, this additional work shall be paid for in accordance with the Consultant's then current Schedule of Fees.
- Retaining wall or fencing design or layout.
- Attendance at public meetings.
- Geotechnical Engineering.
- Services related to unknown existing underground storage tanks and/or sites of potential contamination not indicated on survey materials provided to the team. Services related to unsuitable soils. There is an existing underground sump located east of the building which may impact the project depending on design solutions.
- Coordinate or design or gas, electrical, telephone and cable utility, except as noted.
- Joint trench design or coordination.
- Preparation of easement, right-of-way or land dedication documents.
- Demolition plan, which shall be provided by project architect.

Greg Taylor
August 28, 2012
Page 51

- Traffic studies or area-wide drainage or utility studies.
- Preparation or implementation of Stormwater Pollution Prevention Plans or processing of NPDES Stormwater Permits.
- Construction cost estimates, except as noted.
- Shoring or trenching plans. Traffic control plans.
- Negotiations or meetings with adjoining property owners.
- Landscape or lighting design.
- Processing of Caltrans encroachment permits.
- Design of frontage improvements or off-site improvements beyond those required to address known site access concerns.
- Design of post-construction stormwater interceptors, vegetative swales, sand filters, except as specifically called out in the tasks above.
- Participation in value-engineering processes or revisions to our plans to incorporate changes emanating from value engineering after the release of 100% CDs.

Signage and Way Finding Scope – Kate Keating Associates (KKA)

Station visitors will often be unfamiliar with the station layout and the location of amenities, retail opportunities and transportation options and connections to and from the station. Clear, identifiable and highly legible signage and way finding that supports all station users provides an opportunity to create a memorable graphic identity for the station that works with the historic nature of the building and each of the tenant's individual brands while also enhancing the overall visitor experience. To that end we will:

- Develop overall Depot signage, way finding and graphics standards to support current and future tenants.
- Provide graphics, signage, and way finding systems that support station and Amtrak passenger curb-side loading and unloading, ticketing, baggage pick-up/drop-off, track access, waiting and general interior movements.
- Provide all code required and code compliant building and room identification signage

Kate Keating Associates (KKA) will provide design services to develop an architecturally integrated interior and exterior building attached wayfinding and signage program for the Sacramento Valley Station. The building contains approximately 60,000 square feet of floor area on three levels, not including the basement and attic. The structure consists of two multi-story wings flanking a large central passenger waiting room. The exterior facade is primarily brick with terra-cotta trim. The interior and exterior signage system developed for the project will be in harmony with the architecture of the building and will meet state and federal code

Greg Taylor
August 28, 2012
Page 52

requirements. The interior program will address wayfinding, operational, identification and code signage for visitors and staff. KKA will develop an architecturally integrated signage system that will accept Amtrak graphic standards. KKA will also develop sign guidelines for retail or leased spaces within the building. Development of Amtrak or other agency standards is excluded. The exterior signage will address building attached signs, entry door graphics and building identification. Project scope is limited to the immediate sidewalks adjacent to the building, no parking lot areas are included at this time. KKA will be responsible for Schematic Design, Design Development, Construction Documents, Bid and Negotiation, and Construction Administration. KKA will interface and coordinate with project team as necessary and relevant to our areas of responsibility during the course of the project. It is understood that all coordination will be through Zimmer Gunsul Frasca Architects (ZGF).

The proposal makes the following assumptions:

- KKA's design development will be based on overall conceptual design by ZGF.
- All sign location plans will be submitted as AutoCAD drawings on ZGF's backgrounds. All wayfinding and code signs will be located on plans. All room identification signs will be shown in the sign schedule and cross referenced to the architectural room numbers. Room identification signs will not be located on the plans.
- The interior sign schedules will be submitted in an 8.5x11 format, and will be an addendum to Section 10400 of the Specifications. The sign schedule will not be imported into CAD.
- Signage will comply with all Title 19 and Title 24/ADAAG code requirements.
- All signage will be bid as a single stand-alone package. All signage will be fabricated and installed concurrently by a single sign subcontractor.
- KKA will interface and coordinate with the other project consultants as necessary and relative to areas of responsibility during the course of the project. It is understood that all coordination will be through ZGF.
- KKA will develop two digital templates for emergency evacuation maps and obtain approval of them from the Sacramento Fire Department. All other required artwork and the approval of same will be the responsibility of the sign subcontractor.
- KKA will design an architecturally integrated signage system that will accept retailers and Amtrak graphic standards. Locations and sign messages will be reviewed with Amtrak and other relevant agencies. Development of Amtrak or other agency standards is excluded.

Greg Taylor
August 28, 2012
Page 53

- All project meetings will be in Sacramento or via Web Ex. Travel to Seattle will be considered additional services.
- All signage will be in English only.

Schematic Design Phase (SD)

- Meet with project team to review operational and maintenance concerns, floor plans and building circulation, and historically sensitive areas.
- Develop exterior and interior wayfinding diagrams for public corridors, and site, indicating sign type and draft copy, noting opportunities for integration of wayfinding with architecture and electronic information formats for smart phones or other Wi-Fi applications.
- Develop preliminary wayfinding concepts and up to three schematic design concepts for primary wayfinding sign types.
- Review concepts with project team; refine and review with Amtrak.
- Coordinate with ZGF and project team.
- Submit a 30% project completion package to the City of Sacramento Preservation Commission for review and comment. Submit same to Caltrans architectural historian and SHPO for coordination, review and comment.
- Review design direction with the City of Sacramento Building Department.
- Review design direction with the City of Sacramento General Services Staff.
- Obtain written occurrence from transportation operators for design development.

Programming and Schematic Design Phase Deliverables include approved schematic design direction for signage, 30% project completion package and five (5) meetings in Sacramento.

Design Development

- Incorporate comments and revise designs based on feed back from all reviewing parties.
- Participate in design peer review and contractibility review with Owner and third-party experts and incorporate appropriate recommendations and scope changes into design.
- Develop preliminary sign schedule and sign location plans identifying all code required signage.
- Prepare room-by-room sign schedule for the building. All room identification signage will be keyed to architectural room numbers, but not located on the sign location plans.
- Prepare presentations for review by project stakeholders. Secure approvals for all designs.

Greg Taylor
August 28, 2012
Page 54

- Submit a 60% project completion package to the City of Sacramento Preservation Commission for review and comment. Submit same to Caltrans architectural historian and SHPO for coordination, review and comment.
- Review design direction with the City of Sacramento Building Department.
- Review design direction with the City of Sacramento General Services Staff.
- Review design direction with the County of Sacramento Department of Health Staff.
- Obtain written occurrence from transportation operators for design development.

Design Development Phase Deliverables will include an approved sign program, 60% project completion package and five (5) meetings in Sacramento.

Construction Document Phase (CD)

- Prepare final sign location plans, sign schedule and specifications
- Continued review and coordination with respect to proposed signage locations to ensure coordinated placement
- Develop a maximum of two templates for the emergency evacuation map artwork for review and approval by the Sacramento Fire Marshal.
- Digital artwork for the approved templates will provided to the Sign Subcontractor for the production of all other required evacuation maps and the approval of same.
- Submit a 90% project completion package to the City of Sacramento Preservation Commission for Review and Comment. Submit same to Caltrans architectural historian and SHPO for coordination, review and comment.
- Review design direction with the City of Sacramento General Services Staff.
- Review design direction with the County of Sacramento Department of Health Staff.
- Obtain written occurrence from transportation operators for bid set design.
- Submit a 100% documents

CD Phase Deliverables include a 90% project completion package; 100% CD documents and three (3) meetings in Sacramento.

Bid & Negotiation

- Assist the Owner during Bid and Negotiation for construction.
- Recommend bid alternates and bid strategies.
- Provide responses and clarifications on bid documents and all associated addenda.
- Provide technical material for addenda.

Greg Taylor
August 28, 2012
Page 55

Construction Administration (CA)

- Review shop drawings and other submittals to ensure compliance with the construction documents.
- Review and assist with RFIs and provide technical material as required.
- Coordinate with the project team, the General Contractor and the Sign Subcontractor.
- Assist Owner with Proposed Change Requests and Proposed Change Orders.
- Conduct a pre-installation walkthrough with the Architect, Owner's Representative, General
- Upon completion of the installation, conduct a walkthrough with the Sign Subcontractor to prepare a punch-list of items requiring corrections. Conduct a follow up walkthrough to document corrections made.

Door Hardware (Openings)

Coordination with ZGF in the development and printing of architectural specification sections related to hardware "SETS" assignments to each opening within the project.

Design Phases (SD, DD, CD)

- Draft hardware specifications, group and sets
- Coordination with Architect, Electrical Engineers, Access Consultant and Fire Life Safety Consultant and City staff including Department of General Services Maintenance Staff
- Integration of shared components, review section formatting, references to other technical sections, coordination with consultant's specifications for conflicts and verification of full product coverage.
- Produce and deliver a CSI formatted, 3 part technical specifications for divisions as shown below during the Construction Document phases.
- Provide hardware cut sheets and other materials to facilitate regulatory review
- Review documents for hardware coordination and cross references with schedules, specifications and technical requirements for the following:
 - Security & Electrical Coordination: doors, frames and adjacent walls/ceilings for power supplies
 - Hollow Metals Doors & Frames as required
 - Wood Doors as required
 - Automatic Door Operators
 - Entrances and Storefronts
 - Historic Doors as required

Greg Taylor
August 28, 2012
Page 56

Constructions Administration (CA)

- Review submittal and address RFIs
- Site observation, punch list documentation and reports
- Review field installation

Public Use/Retail Planning (Jeanne Giordano Ltd)

Program development, real estate/marketing investigation, feasibility, and development standards for tenant improvements will be supported during the Programming and Schematic Design steps. Planning for public uses, possible tenancing mixes and retail opportunities will be supported and a program developed as follows:

- Provision for shell level improvements for retail and office lease spaces
- Circulation improvements as related to retail spaces
- Destination restaurant and other food opportunities
- Reuse of spaces for potential retail
- Goals for public space

Specific scope includes:

- Attending programming workshops (1)
- Review of program and plan layout options
- Review of market analysis materials

Once a program and plan options have been developed, the team will develop an analysis of the plan to evaluate the viability and potential revenue potential. This analysis will be supported by local real estate and leasing experts familiar with Sacramento and the market conditions for retail and office tenants.

Public Outreach (AIM Consulting)

Engaging the public in the project process will help provide buy-in to the ideas and directions being perused. The team includes experiences public outreach resources to ensure that the engagement is integrated into the process and effective. The following tasks have been identified as important ways to ensure an appropriate level of participation by the public and area stakeholders and include:

Outreach Management and Outreach Plan

AIM will attend a project kick-off meeting and select coordination meetings as identified by the project team. AIM will develop and implement a public outreach plan which will identify the goals, approach, tasks, and schedule based upon the outreach objectives.

Greg Taylor
August 28, 2012
Page 57

Stakeholder Identification/Database

Our team will develop and maintain a stakeholder database throughout the project's duration. This database will include: stakeholder name, contact information as well as the preferred method of contact and potential key concerns and/or areas of project interest. AIM will work with the City and project team to identify targeted audiences.

Community Meetings

An Interactive and hands-on workshop has proven to be one of the most effective means of encouraging community participation. We anticipate an open forum meeting where the public can meet individually with the City and the project team. AIM will design the meeting and develop a facilitation plan as well as any necessary presentation and communication materials. In addition, we will publicize the meetings (including electronic distribution of meeting notifications, phone calls, and news releases), handle all meeting logistics including room layout and setup, and document the meeting including a meeting synopsis, a comprehensive recap of stakeholder comments and photographs. Based upon the project schedule we anticipate the meeting schedule to be as follows:

- Community Meeting #1 (September - December) – Programming/Schematic design

Interactive Project Website

An interactive project website will serve as the focal point for all project information and community input. AIM will develop and maintain a project website that provides up-to-date information and photos of the project. Community members will be able to provide input and/or ask questions. AIM will handle the all content and work with the team to answer questions in a timely manner. Anticipated sections of the site include: "Project information," "Project Schedule," "Community Involvement," "FAQ's," and "Sign Up For More Information."

Electronic Notifications

Project Update newsletters will provide timely information to all interested parties. Each newsletter will be e-mailed to the entire stakeholder list. The newsletters will:

- Introduce the project and describe planned project activities
- Provide project updates at key milestones
- Provide a method to offer comments
- Encourage people to attend public workshops
- Provide contact information
- Include prominent references to the project website

Greg Taylor
August 28, 2012
Page 58

- The team will facilitate stakeholder meetings that may consist of property and business owners of adjacent properties, representatives from neighborhood associations in the project area, professional organizations, and business organizations. These stakeholders will be an active participant throughout the study and offer constructive feedback to the project team.
- The team will develop and maintain a stakeholder database throughout the project's duration. This database will include: stakeholder name, contact information as well as the preferred method of contact and potential key concerns and/or areas of project interest. We will work with the City and project team to identify targeted audiences.
- The team will develop and maintain a project website that provides up-to-date information and photos of the project. Community members will be able to provide input and/or ask questions. AIM will handle the all content and work with the team to answer questions in a timely manner. Anticipated sections of the site include: "Project information," "Project Schedule," "Community Involvement," "FAQ's," and "Sign Up For More Information."
- The team will provide Project Update newsletters will provide timely information to all interested parties. Each newsletter will be e-mailed to the entire stakeholder list.

Technology

The project documentation will be developed using 3D BIM software (Revit). As with all our projects today, developing the documents with Revit facilitates the integration of building systems while improving the overall quality of the final documentation. The platform also facilitates the creation of model views that enhance the creation of project visualizations tools to support review processes.

Compensation

The fees for the Sacramento Valley Station Intermodal Phase 2 project will be invoiced on an hourly, not to exceed basis, without any mark-up applied to either sub-consultant fees or allowable expenses.

All fees have been developed from detailed work plans and utilize the Exhibit 10-H Cost Proposal forms to summarize the hours by each employee for ZGF and all sub-consultants. Please reference the attached Exhibit 10-H Cost Proposal forms for detailed information for each of the team members and the attached cost summary document for an overview of the fees.

Greg Taylor
August 28, 2012
Page 59

We are looking forward to beginning work with you and your team. Upon acceptance of this proposal and all attachments, please forward formal contract documents.

Sincerely,

ZGF Architects LLP



Tim Williams
Associate Partner

TW/tw

Enclosures:

Proposed Project Schedule 08162012
Fee Summary
ARUP Scope Description Document
Exhibit 10-H Cost Proposals for:
ZGF
ARUP
Page and Turnbull
SGH - combined structural and building envelope
Cunningham Engineering Corporation
Benya Lighting Design
AIM Consulting
Kate Keating Associates
Openings
JR Conkey
Jeanne Giordano Ltd

Cc: Project File

Z:\SEA\Projects\21731.svs\pm\contract\SVS proposal 08282012 on ltrhd v2.docx

A. Design/Administrative Responsibility

The Consultant agrees to designate Tim Williams as the individual responsible for, and actively involved in, development of the architectural design for this Project. Consultant agrees that Tim Williams shall conduct and participate in required workshops, design charrettes, project meetings and similar activities on this Project. Consultant agrees that Tim Williams shall not delegate responsibility for any architectural programming or design efforts on this Project to any individual or firm without the prior written approval of the City.

B. Public Information Meetings/Design Presentations/Public Meetings

Consultant shall prepare, coordinate, participate in relevant informational meetings, presentations, coordination sessions, workshops, public meetings and similar activities for the project. Consultant shall be responsible for preparing meeting notes for activities listed above and distributing copies of notes and a list of follow-up actions to parties designated by the City.

C. Public Information Releases

Consultant, and associated firms and/or individuals, shall not release information concerning this Project for public relations or promotional purposes without the specific written authorization of the City. This limitation shall not prohibit the consultant from referencing this Project in proposals developed by the Consultant to secure other contracts provided that the City is contacted in advance and approves such use and reference.

D. Supporting Information Services

Consultant agrees to work with the City and develop, prepare and provide information requested by regulatory agencies, reviews, environment assessments and similar activities necessary to obtain required consensus, reviews and approvals for the project and related activities.

E. LEED Certification

Consultant shall investigate LEED guides and provide the City with options, alternatives and recommendations for selecting the appropriate LEED guideline(s) to use for the proposed project scope and LEED Silver certification. The approaches shall include the appropriate LEED score cards with risk assessment for each approach. All recommendations shall include coordination with LEED O&M to simplify future recertification.

The design team shall follow the guidelines below for work related to LEED activities related to this project:

Consultant shall develop and document the "Owner Project Requirements" (OPR) and the "Basis of Design" (BOD). Both documents shall include discussions concerning building usage, operating hours, anticipated occupant loads on weekdays and weekends, building program as it directly impacts LEED certification, a section describing how each discipline is meeting the building program, including LEED compliance and structural, mechanical, lighting and electrical design calculations and objectives. Provide updated electronic and hard copy at each review through project completion, commissioning and occupancy.

Consultant shall use City provided guide specifications (and/or mutually agreed to guide specifications from Consultant) in order to achieve the City's sustainability goals.

Specifications shall include, but not be limited to:

- Section 01350 - Special Environmental Requirements
- Section 01565 - Construction Waste Management Program
- Section 01810 - Commissioning

The City will provide templates for the above-referenced specification sections including approved content. The City will provide an index of their required specification sections and an electronic template including their approved formatting.

The Consultant shall prepare a LEED score card and provide an updated electronic copy of the score card and backup material to the Project Manager at the times noted below:

1. Half way through the 30% Design Review.
2. 30% Design Review.

3. 60% Design Review.
4. 90% Design Review.
5. 100% Completion of Contract Documents.
6. Throughout construction as changes occur impacting the LEED credits score.

The Consultant shall remain responsible for formal application of the project for LEED Certification, including monitoring and tracking accurate completion of all templates, coordinating and completing all responses to questions related to LEED Certification and securing final LEED Silver (or higher) certification for the project.

LEED scoring shall not take credit for the following items when preparing LEED credit scorcards:

1. Credits that require tenants to commit to any changes, documentation, purchasing, etc.
2. Energy and Atmosphere Credit 3 – Enhanced Commissioning.
3. Energy & Atmosphere Credit 6 – Green Power.

F. Utility Programs

Consultant shall enroll this project in SMUD's "Savings By Design" (SBD) program, and shall achieve a minimum energy savings of at least fifteen percent (15%) beyond the 2008 Building Energy Efficiency Standards.

G. Separate City Consultants

The City may secure the services of multiple separate consultants throughout the duration of the project and this contract. Consultant shall meet, coordinate, provide supporting information and generally support the work efforts of these consultants in a timely and expeditious manner at no additional cost to the project.

H. Heating and Cooling Design Conditions

Heating and cooling design for this facility shall be based on ASHRAE design procedures. Consultant shall research, document and develop recommendations for temperature, humidity and ventilation parameters based on recommendations from ASHRAE, and regulatory agencies. Consultant shall coordinate with City on interior design temperatures before completing any heating or cooling load analysis.

I. Incentives, Rebates and Tax Benefits

Consultant shall be responsible for reviewing the project scope and objectives with City staff and investigating the availability and impact of current or anticipated incentives and/or rebates for energy efficient design improvements available to the project. Consultant shall evaluate the operational and lifecycle impacts with City staff. Consultant shall prepare documentation, calculations and supporting paperwork required to file for any incentives and/or rebates.

Rebates and incentives available to the owner or occupant shall remain the property of the City; however, incentives and tax benefits available to the design team shall remain with the design team in addition to compensation set forth in this agreement. The design team is responsible for documentation, testing, certification and similar actions necessary to document qualifications for incentives and/or tax benefits. The City assumes no responsibility for loss of incentives or tax benefits to the design team due to actions by the City, City's Separate Consultants, building tenants or contractor(s).

J. System Commissioning

Consultant shall coordinate with City staff and the LEED Commissioning Agent hired by the City, develop and prepare a facility-commissioning plan for the project to be included in the construction documents. The system-commissioning plan shall include portions of the "2008 Title 24 Part 6 Acceptance Testing Requirements" as appropriate to the project design.

K. Fixtures, Systems, Equipment

Consultant shall be responsible for design, construction/bid documentation and coordination during relocation moves of equipment, systems and furniture related to the project. Including items not permanently attached to the building. The contract documents shall provide details and specifications on fixtures and equipment including, but

not limited to whiteboards, structural support for overhead projectors, cabinets, access control systems, kitchen equipment, etc. Contract documents shall include design, specification, bid documentation, coordination and support necessary for proper installation of fixtures, systems, and equipment.

L. Building Maintenance, Operations, Servicing

Consultant shall meet with representatives from the City to determine how systems, spaces and access in the building will be facilitated for servicing and maintenance.

M. Additional Clarification and Documentation

Consultant shall provide additional details, isometrics, sections, calculations and similar information when requested by City to clarify design and installation requirements and coordination on the project as part of the basic services under this agreement at no additional cost.

N. Information Format

Consultant shall provide information developed for the project in an electronic format the City can readily use for reports, public notices, press releases, presentations and similar activities. The format shall be compatible with existing City software and resources.

O. Code / Regulatory Interpretation or Conflict

Where an interpretation, regulation, law or code conflicts with other interpretations, regulations, law or codes the design consultant shall follow the most stringent requirement.

P. Title 24 Access Conflicts with ADA

Where a conflict or apparent conflicts occur between Title 24 access requirements and requirements set forth under the Americans with Disabilities Act both requirements shall be met. Where the City agrees it is not necessary for the specific location to meet both sets of standards the design may include only the most restrictive requirement/interpretation. Consultant shall comply with Title 24 access requirements, ADA access requirements and all applicable laws and regulations facility accessibility. Where a conflict occurs the most stringent interpretation will govern.

Q. Architectural Treatments and Repairs

Consultant shall assess areas affected by structural, mechanical, electrical and other building system modifications resulting from the design and contract documents. In these areas of work consultant shall identify architectural features & finishes to be protected, salvaged, patched, replaced with new and/or stored for replacement. Consultant shall provide design, drawings, specifications and contract documents identifying the locations, scope, extent, procedures, treatments and/or repair necessary to complete the work. Repair and replacement work will necessitate code required compliance, but will not require extensive architectural alterations unless required for code compliance or historic review and preservation. The work shall include but not be limited to interior and exterior work.

Work product shall include, but not be limited to the following:

- Design and contract documents including floor plans, elevations, sections and details; and,
- Specification and other contract documents applicable to the Work.

R. Project Compliance with Secretary of the Interior's Standards for Rehabilitation (Rehabilitation Standards)

The Team, in cooperation and approval by the City, develop design and construction documents that comply with the Rehabilitation Standards. The Team shall review the Work and programmatic modifications necessary to comply with the Rehabilitation Standards.

Work product shall include, but not be limited to the following:

- Prepare a written narrative (Technical Memorandum) of the design and Contract Documents at each stage of the process; and,
- Prepare a menu of Issues and a Matrix of Options for the Work.

S. Planning for Tenant Programmatic Modifications and Temporary Tenant Relocation during Construction

Consultant shall coordinate with the City and current occupants to identify and develop the program requirements necessary to execute the Work. The City shall serve as the "First-Point-of-Contact" with building tenants. Consultant shall develop a temporary relocation plan during construction to ensure uninterrupted operation of Amtrak operations and minimal impact to AMTRAK operations. Consultant shall provide programming, design, and contract documents necessary to secure required permits, bidding and construction for temporary tenant relocation activities, including an organized relocation plan and responsibility matrix associated with the construction and relocation activities.

Work product shall include, but not be limited to the following:

- Design and contract documents including floor plans, elevations, sections and details; and,
- Specification and other contract documents applicable to the Work; and
- Development of an organized relocation plan to insure the efficient relocation of existing tenants and uninterrupted operations of Amtrak.

T. Life-Safety Code Analysis and Life-Safety Upgrade Plan

Consultant shall evaluate existing conditions and proposed work and provide Life-Safety Code Analysis with recommendations for modifications and upgrades related to the Work (including tenant related design work). The Life-Safety Code Analysis shall be based on the codes in effect at the time of permit submittal. The analysis shall consider the impacts of future tenant occupancies within the entire building and the impacts of existing and other Life-safety issues on all floors (including the basement and roof). Consultant shall coordinate with regulatory agencies expressing jurisdiction over the project to develop a Life-Safety Plan for the Work. It is understood that smoke detection and fire alarm will be required for the Work, with modification of the fire suppression currently under installation. The Life-Safety Plan will address design and building systems included in the Work and the anticipated work related to future tenant improvements in vacate portions of the building.

Work product shall include, but not be limited to the following:

- Preparation of a Life-Safety Code Analysis for the Work and the impacts of future tenant improvements in vacant portions of the building; and,
- Life-Safety Upgrades related to the Work; and,
- Plans, elevations, sections and details indicating changes necessary for code mandated upgrades; and,
- Hardship application(s) on issues acceptable to the City on Life-Safety issues for presentation and consideration by regulatory bodies expressing jurisdiction over the project.

U. Americans with Disabilities Act Compliance (ADA)

Conduct an ADA Analysis for the Depot building and provide recommendations for improvements consistent with ADA, Uniform Federal Accessibility Standards (UFAS), CBC, IEBC and CHBC. Coordinate with City Staff and appropriate local ADA advocates to develop an ADA Plan for the Depot. Areas for ADA improvements will be concentrated on first floor.

V. Historic Preservation (HP) Application/Approvals, Applicability of the Master Certificate of Appropriateness, and final Certificate of Appropriateness (COA) for the Project

Coordinate with the City Preservation Staff/Director on the Historic Preservation Application process for the Project. Identify extent to which the Project fulfills terms as expressed in the Master Certificate of Appropriateness and Secure the Master Certificate of Appropriateness.

Work product shall include, but not be limited to the following:

- Review application materials and presentation materials with the City prior to any meetings or discussions.
- Prepare the Historic Preservation Application packet including a narrative description, drawings, photographs and associated documents necessary to provide a complete application.
- Prepare graphics and presentation materials as necessary.
- Provide presentation to groups having jurisdiction over this project at one Preservation Commission Meeting.

- Provide monthly updates on the Historic Preservation Application process.

W. Miscellaneous Testing & Investigation

Consultant shall complete miscellaneous investigation and testing as needed for completion of the design and construction documents. Findings and results of tests, with associated laboratory test results, shall be summarized in written reports.

X. Existing Condition Investigation, Repair and Constructability

Consultant shall provide construction support necessary to remove existing materials and verify existing construction details for accurate representation in the construction documents. Consultant shall repair existing surfaces damaged by field investigations, unless the City agrees the repairs are not necessary.

Y. Project File Sharing Site

Consultant shall establish a secure file sharing and transfer site for sharing of electronic project documents (i.e. SharePoint, or Newforma, etc.). Milestone reproduction printings will be handled by the City's reprographic services at the City's expense. At the discretion of the City, Consultant shall provide documentation in electronic format and hardcopy format acceptable to the City. Consultant shall coordinate and distribute project documents to entities, agencies, organizations, etc., external to the Project Team. The Project Team will reproduce, coordinate and distribute documents for use within the Project Team. The City will not pay for documents provided to members of the Project Team.

PROJECT CONSTRUCTION COST

Project Construction Cost, as used in this Agreement, means the total cost to the City of all work designed or specified by the Consultant.

- A. Project Construction Cost shall include work covered by Change Orders (except where the Change Order is inconsistent with the current approved program for the Project or where the change is necessitated by conditions beyond the control of the Consultant., Project Construction cost shall include all construction cost, systems, support, infrastructure, communications equipment, security equipment, furniture, fixtures, equipment, networking and related project cost necessary to complete the project, make the facility operational and address all items described in the Project Scope. The Project Construction Cost **excludes the following**: cost of the site acquisition, City staff fees, permit fees, and the cost of any rights of way.)
- B. Consultant shall work closely with the City's designated cost estimator in development of cost estimates, value engineering and tradeoff studies.
- C. Consultant shall prepare comprehensive construction cost estimates. City shall prepare updated project cost estimates as necessary.
- D. Where conflicts occur between the Consultants cost estimate and the cost estimate prepared by the City's separate Cost Estimator effort shall be made to reconcile the cost difference. Where reconciliation cannot be achieved the City reserves the right to require part or all of the cost estimate prepared by the City's separate Cost Estimator be used to establish or update the "Project Cost Estimate".
- E. The "Preliminary Project Construction Cost" shall be the estimate of construction cost submitted to the City by the Consultant at the end of the 30% design Review. Once the "Preliminary Project Construction Cost has been reviewed and approved by the City it shall become the "Fixed Project Construction Cost". Consultant agrees to complete construction documentation within the "Fixed Project Construction Cost Estimate".
- F. The "Preliminary Project Construction Cost" and the "Fixed Project Construction Cost" estimates shall be based on

the Construction Specification Institute (CSI) standard division format.

- G. Estimates shall include an appropriate design contingency adjusted for the level of detail available during each phase. The contingency must be approved by the City and shall be no less than fifteen percent (15%) at the 30% Design Review, ten percent (10%) at the 60% Design Review, five percent (5%) at the 90% Design Review and three percent (3%) at completion of the Contract Documents ready for bidding.
- H. Estimates shall list costs associated with the City's General Conditions. Specific attention shall be given to bonding, insurance and prevailing wage requirements. Consultant shall be responsible for obtaining a current copy of the City's General Conditions, and verifying variables and options prior to completion of each estimate.
- I. The City reserves the right to increase the "Fixed Project Construction Cost Estimate", consistent with the consultant's submitted design, without increasing compensation under this Agreement.
- J. If the project, as designed, results in a low bid submitted by a responsible and qualified bidder which is in excess of the "Fixed Project Construction Cost Estimate" Consultant agrees, at no additional cost, and at the option of the City (1) to modify Working Drawings and Project Manual suitable for re-bidding the Project; or (2) to modify the Working Drawings and Project Manual and assist in negotiations with the responsible and qualified low bidder to reduce construction cost within the limit set by the "Fixed Project Construction Cost Estimate". The City may explore both methods with the Consultant, and the Consultant agrees to continue to render said services until the Project is designed within the limit of the "Fixed Project Construction Cost Estimate", at no additional cost to the City.
- K. The City, at its option, may agree to, and accept in writing, a low bid in excess of the "Fixed Project Construction Cost Estimate" specified above with no increase in compensation to the Consultant under this Agreement.
- L. Estimates should include a breakout of 15% for add alternates from the beginning. Add alternates must be in sequential order.

MAJOR PROJECT CHANGE

- A. As used herein the term Major Project Change means: "A material and substantial change in the scope of work necessitated by conditions beyond the control of the Consultant and not resulting from errors, conflicts or omissions of the consultant". A change shall be deemed substantial only if it is significantly at variance with the agreed Program Document.
 - B. Services required due to a Major Project Change are Special Services and shall be governed by that provision of Exhibit B.
 - C. No additional compensation shall be considered for minor changes which do not constitute a Major Project Change.
-

EXHIBIT B

PROFESSIONAL SERVICES AGREEMENT FOR DESIGN SERVICES

FEE SCHEDULE/MANNER OF PAYMENT

1. **CONTRACTOR's Compensation.** The total of all fees paid to the CONTRACTOR for the performance of all services set forth in Exhibit A, including normal revisions (hereafter the "Services"), and for all authorized Reimbursable Expenses, shall not exceed the total sum of Three Million Two Hundred Two Thousand One Hundred Twenty Four Dollars (\$3,202,124.00).
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:

*City of Sacramento, Department of Public Works
915 I Street, Room 2000, Sacramento, CA 95814
Phone: 916-808-5268
Attn: Greg Taylor*

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

Attachment 1 to Exhibit B

Fee Summary Sheet

This sheet summarizes our proposed fees and is inclusive of currently anticipated scope and subconsultant services in the disciplines as indicated and is followed by Exhibit 10-H Cost Proposal Forms for each of the team members.

Fee Summary

| Firm | Discipline | Fee |
|-------------------------|--|--------------------|
| ZGF | Architecture, Programming, Sustainable Design, Architect of Record | \$1,314,928 |
| Jeanne Giordano, Ltd | Public Use/Retail Planning | \$8,100 |
| Urban Desing + | Urban Design Coordination | \$0 |
| ARUP | MEP, IT, Access control, Transportation Planning and Engineering | \$757,574 |
| Page & Turnbull | Preservation Architecture | \$406,432 |
| SGH | Structrual Engineering and Building Envelope | \$425,202 |
| Cunningham Engineering | Civil Engineering | \$38,750 |
| Benya Lighting | Lighting Design | \$70,000 |
| Kate Keating Associates | Signage/Way Finding | \$88,858 |
| JR Conkey | Cost Estimating | \$56,100 |
| Anne Rosenthal | Art Preservation | \$0 |
| EverGreene | Plaster/Paint Research/Preservation | \$0 |
| AIM Consulting | Public Outreach | \$25,500 |
| Openings | Door Hardware | \$10,680 |
| Total Fee | | \$3,202,124 |

Expenses Summary

An allowance for expenses is included in each of the fees listed above with detail information provided on the included 10-H forms

Optional consultants/services not included in this proposal

| Description | Proposed Firm | Proposed Allowance |
|------------------------------|---------------|--------------------|
| Transportation Engineering | ARUP | Scope Dependant |
| Vertical Transportation | Lerch Bates | \$7,500 |
| Code/Life Safety Consultant | Rolfe Jensen | Scope Dependant |
| SMUD Incentive Participation | ARUP | \$12,500 |

City of Sacramento
 Sacramento Valley Station Phase 2

Exhibit 10-H Cost Proposal

Date August 26, 2012
 Contract No.
 Project Number T15029040
 Consultant ZGF Architects

DIRECT LABOR

| Classification | Name | Range | Hours | Initial Hourly Rate | Sub Totals | Total |
|--------------------------------------|---------------------|---------|---------------------------|---------------------|--------------|----------------|
| Partner in Charge | Bob Zimmerman | | 40 | \$69.30 | \$2,772.00 | |
| Design Partner | Mark Foster | | 486 | \$69.30 | \$33,679.80 | |
| Project Manager | Tim Williams | | 1,792 | \$54.78 | \$98,165.76 | |
| Project Architect | Sara Howell | | 2,178 | \$31.25 | \$68,062.50 | |
| Project Architect | Chris Frost | | 2,256 | \$41.63 | \$93,917.28 | |
| Urban Design | Jerome Unterreiner | | 120 | \$52.87 | \$6,344.40 | |
| A2 | JoEllen Wang | | 1,034 | \$25.97 | \$26,852.98 | |
| A2 | Molly Simmons | | 976 | \$25.97 | \$25,346.72 | |
| Specifications | Marc Chavez | | 280 | \$46.45 | \$13,006.00 | |
| Landscape Arch | David Grant | | 160 | \$40.32 | \$6,451.20 | |
| 3d Renderer | Chris Peterson | | 280 | \$38.53 | \$10,788.40 | |
| Interior Design | Missy Eby | | 250 | \$23.74 | \$5,935.00 | |
| Sustainability | Chris Chatto | | 342 | \$34.67 | \$11,857.14 | |
| Jennifer Burke | administrative | | 200 | \$26.38 | \$5,276.00 | |
| Shannon Chang | administrative | | 200 | \$22.97 | \$4,594.00 | |
| Subtotal Direct Labor | | | | | \$413,049.18 | |
| Anticipated Salary Increase 5.00% | | | | | \$20,652.46 | |
| Total Direct Labor Costs | | | | | \$433,701.64 | |
| Fringe Benefits | finger benefit rate | 58.11% | | \$252,024.02 | | |
| Total Fringe Benefits | | | | | \$252,024.02 | |
| Indirect Costs | general overhead | 103.89% | | \$450,572.63 | | |
| Total Indirect Costs | | | | | \$450,572.63 | |
| TOTAL LABOR | | | | | | \$1,136,298.29 |
| FEE | | | | | | |
| Profit | | 10.00% | | \$113,629.83 | | |
| Total | | | | | \$113,629.83 | |
| TOTAL FEE | | | | | | \$113,629.83 |
| OTHER COSTS | | | | | | |
| Travel Costs | | | | \$47,100 | | |
| Equipment and Supplies | | | | \$7,900 | | |
| Other Costs (printing, copies, etc.) | | | | \$10,000 | | |
| Total Other Costs | | | | | \$65,000.00 | |
| TOTAL OTHER COSTS | | | | | | \$65,000.00 |
| SUBCONSULTANT COSTS | | | | | | |
| (see attached Cost Proposals) | | | Total Subcontractor Costs | | | \$0.00 |
| TOTAL COSTS | | | | | | \$1,314,928.12 |

City of Sacramento
 Sacramento Valley Station Phase 2

Exhibit 10-H Cost Proposal

Date August 21, 2012
 Contract No.
 Project Number T15029040
 Consultant ARUP - MEP

DIRECT LABOR

| Classification | Name | Range | Hours | Initial Hourly Rate | Sub Totals | Total |
|--------------------------------------|---------------------|---------|---------------------------|---------------------|--------------|--------------|
| Engineer | ALDERMAN | | 586 | \$28.23 | \$16,542.78 | |
| Associate Principal | ALSPACH | | 434 | \$73.77 | \$32,016.18 | |
| Principal | ANSEEUW | | 26 | \$114.36 | \$2,973.36 | |
| CAD | COLEMAN-GRAVES | | 304 | \$40.57 | \$12,333.28 | |
| Senior Engineer | CURTZ | | 108 | \$40.10 | \$4,330.80 | |
| Senior Engineer | DAY | | 108 | \$42.45 | \$4,584.60 | |
| CAD | DRAKE | | 302 | \$24.17 | \$7,299.34 | |
| Engineer | FRANZESE | | 146 | \$31.03 | \$4,530.38 | |
| Engineer | LEGGATE | | 548 | \$31.61 | \$17,322.28 | |
| CAD | MISTRY | | 76 | \$42.69 | \$3,244.44 | |
| Senior Engineer | MOELLENBERNDT | | 640 | \$45.12 | \$28,876.80 | |
| Associate Principal | OLESON | | 176 | \$73.80 | \$12,988.80 | |
| Senior Engineer | PRICE | | 644 | \$39.18 | \$25,231.92 | |
| Senior Engineer | REYNOLDS | | 214 | \$52.12 | \$11,153.68 | |
| Senior Engineer | WAKEFIELD | | 72 | \$47.69 | \$3,433.68 | |
| Associate | Bernard | | 14 | \$53.85 | \$753.85 | |
| Associate | Williamson | | 14 | \$63.46 | \$888.46 | |
| Subtotal Direct Labor | | | | | \$188,504.63 | |
| Anticipated Salary Increase 0.00% | | | | | \$0.00 | |
| Total Direct Labor Costs | | | | | \$188,504.63 | |
| Fring Benefits | fringe benefit rate | 63.41% | | \$119,530.78 | | |
| Total Fring Benefits | | | | | \$119,530.78 | |
| Indirect Costs | general overhead | 127.25% | | \$239,872.14 | | |
| Total Indirect Costs | | | | | \$239,872.14 | |
| TOTAL LABOR | | | | | | \$547,907.55 |
| FEE | | | | | | |
| Profit | | 10.00% | | \$54,790.76 | | |
| Total | | | | | \$54,790.76 | |
| TOTAL FEE | | | | | | \$54,790.76 |
| OTHER COSTS | | | | | | |
| Travel Costs | | | | \$12,000 | | |
| Equipment and Supplies | | | | \$0 | | |
| Other Costs (printing, copies, etc.) | | | | \$0 | | |
| Total Other Costs | | | | | \$12,000.00 | |
| TOTAL OTHER COSTS | | | | | | \$12,000.00 |
| SUBCONSULTANT COSTS | | | | | | |
| (see attached Cost Proposals) | | | Total Subcontractor Costs | | | \$0.00 |
| TOTAL COSTS | | | | | | \$614,698.31 |

| Item No. | Description | Quantity | Unit | Start Date | End Date | Notes |
|----------|----------------------------------|----------|------|------------|------------|-------|
| 1 | Project Initiation | 1 | Day | 01/01/2012 | 01/01/2012 | |
| 2 | Project Kick-off | 1 | Day | 01/02/2012 | 01/02/2012 | |
| 3 | Client Requirements | 1 | Day | 01/03/2012 | 01/03/2012 | |
| 4 | Contract Review | 1 | Day | 01/04/2012 | 01/04/2012 | |
| 5 | Scope Definition | 1 | Day | 01/05/2012 | 01/05/2012 | |
| 6 | Resource Allocation | 1 | Day | 01/06/2012 | 01/06/2012 | |
| 7 | Project Plan Development | 1 | Day | 01/07/2012 | 01/07/2012 | |
| 8 | Stakeholder Communication | 1 | Day | 01/08/2012 | 01/08/2012 | |
| 9 | Risk Assessment | 1 | Day | 01/09/2012 | 01/09/2012 | |
| 10 | Quality Management | 1 | Day | 01/10/2012 | 01/10/2012 | |
| 11 | Communication Management | 1 | Day | 01/11/2012 | 01/11/2012 | |
| 12 | Procurement Management | 1 | Day | 01/12/2012 | 01/12/2012 | |
| 13 | Contract Administration | 1 | Day | 01/13/2012 | 01/13/2012 | |
| 14 | Project Monitoring and Reporting | 1 | Day | 01/14/2012 | 01/14/2012 | |
| 15 | Change Management | 1 | Day | 01/15/2012 | 01/15/2012 | |
| 16 | Project Closure | 1 | Day | 01/16/2012 | 01/16/2012 | |
| 17 | Post-project Review | 1 | Day | 01/17/2012 | 01/17/2012 | |
| 18 | Final Reporting | 1 | Day | 01/18/2012 | 01/18/2012 | |
| 19 | Project Handover | 1 | Day | 01/19/2012 | 01/19/2012 | |
| 20 | Client Satisfaction | 1 | Day | 01/20/2012 | 01/20/2012 | |
| 21 | Project Evaluation | 1 | Day | 01/21/2012 | 01/21/2012 | |
| 22 | Project Archiving | 1 | Day | 01/22/2012 | 01/22/2012 | |
| 23 | Project Documentation | 1 | Day | 01/23/2012 | 01/23/2012 | |
| 24 | Project Review Meeting | 1 | Day | 01/24/2012 | 01/24/2012 | |
| 25 | Project Sign-off | 1 | Day | 01/25/2012 | 01/25/2012 | |
| 26 | Project Completion | 1 | Day | 01/26/2012 | 01/26/2012 | |
| 27 | Project Handover Meeting | 1 | Day | 01/27/2012 | 01/27/2012 | |
| 28 | Project Final Report | 1 | Day | 01/28/2012 | 01/28/2012 | |
| 29 | Project Archiving Meeting | 1 | Day | 01/29/2012 | 01/29/2012 | |
| 30 | Project Evaluation Meeting | 1 | Day | 01/30/2012 | 01/30/2012 | |
| 31 | Project Archiving Meeting | 1 | Day | 01/31/2012 | 01/31/2012 | |
| 32 | Project Documentation Meeting | 1 | Day | 02/01/2012 | 02/01/2012 | |
| 33 | Project Review Meeting | 1 | Day | 02/02/2012 | 02/02/2012 | |
| 34 | Project Sign-off Meeting | 1 | Day | 02/03/2012 | 02/03/2012 | |
| 35 | Project Completion Meeting | 1 | Day | 02/04/2012 | 02/04/2012 | |
| 36 | Project Handover Meeting | 1 | Day | 02/05/2012 | 02/05/2012 | |
| 37 | Project Final Report Meeting | 1 | Day | 02/06/2012 | 02/06/2012 | |
| 38 | Project Archiving Meeting | 1 | Day | 02/07/2012 | 02/07/2012 | |
| 39 | Project Evaluation Meeting | 1 | Day | 02/08/2012 | 02/08/2012 | |
| 40 | Project Archiving Meeting | 1 | Day | 02/09/2012 | 02/09/2012 | |
| 41 | Project Documentation Meeting | 1 | Day | 02/10/2012 | 02/10/2012 | |
| 42 | Project Review Meeting | 1 | Day | 02/11/2012 | 02/11/2012 | |
| 43 | Project Sign-off Meeting | 1 | Day | 02/12/2012 | 02/12/2012 | |
| 44 | Project Completion Meeting | 1 | Day | 02/13/2012 | 02/13/2012 | |
| 45 | Project Handover Meeting | 1 | Day | 02/14/2012 | 02/14/2012 | |
| 46 | Project Final Report Meeting | 1 | Day | 02/15/2012 | 02/15/2012 | |
| 47 | Project Archiving Meeting | 1 | Day | 02/16/2012 | 02/16/2012 | |
| 48 | Project Evaluation Meeting | 1 | Day | 02/17/2012 | 02/17/2012 | |
| 49 | Project Archiving Meeting | 1 | Day | 02/18/2012 | 02/18/2012 | |
| 50 | Project Documentation Meeting | 1 | Day | 02/19/2012 | 02/19/2012 | |
| 51 | Project Review Meeting | 1 | Day | 02/20/2012 | 02/20/2012 | |
| 52 | Project Sign-off Meeting | 1 | Day | 02/21/2012 | 02/21/2012 | |
| 53 | Project Completion Meeting | 1 | Day | 02/22/2012 | 02/22/2012 | |
| 54 | Project Handover Meeting | 1 | Day | 02/23/2012 | 02/23/2012 | |
| 55 | Project Final Report Meeting | 1 | Day | 02/24/2012 | 02/24/2012 | |
| 56 | Project Archiving Meeting | 1 | Day | 02/25/2012 | 02/25/2012 | |
| 57 | Project Evaluation Meeting | 1 | Day | 02/26/2012 | 02/26/2012 | |
| 58 | Project Archiving Meeting | 1 | Day | 02/27/2012 | 02/27/2012 | |
| 59 | Project Documentation Meeting | 1 | Day | 02/28/2012 | 02/28/2012 | |
| 60 | Project Review Meeting | 1 | Day | 02/29/2012 | 02/29/2012 | |
| 61 | Project Sign-off Meeting | 1 | Day | 02/30/2012 | 02/30/2012 | |
| 62 | Project Completion Meeting | 1 | Day | 03/01/2012 | 03/01/2012 | |
| 63 | Project Handover Meeting | 1 | Day | 03/02/2012 | 03/02/2012 | |
| 64 | Project Final Report Meeting | 1 | Day | 03/03/2012 | 03/03/2012 | |
| 65 | Project Archiving Meeting | 1 | Day | 03/04/2012 | 03/04/2012 | |
| 66 | Project Evaluation Meeting | 1 | Day | 03/05/2012 | 03/05/2012 | |
| 67 | Project Archiving Meeting | 1 | Day | 03/06/2012 | 03/06/2012 | |
| 68 | Project Documentation Meeting | 1 | Day | 03/07/2012 | 03/07/2012 | |
| 69 | Project Review Meeting | 1 | Day | 03/08/2012 | 03/08/2012 | |
| 70 | Project Sign-off Meeting | 1 | Day | 03/09/2012 | 03/09/2012 | |
| 71 | Project Completion Meeting | 1 | Day | 03/10/2012 | 03/10/2012 | |
| 72 | Project Handover Meeting | 1 | Day | 03/11/2012 | 03/11/2012 | |
| 73 | Project Final Report Meeting | 1 | Day | 03/12/2012 | 03/12/2012 | |
| 74 | Project Archiving Meeting | 1 | Day | 03/13/2012 | 03/13/2012 | |
| 75 | Project Evaluation Meeting | 1 | Day | 03/14/2012 | 03/14/2012 | |
| 76 | Project Archiving Meeting | 1 | Day | 03/15/2012 | 03/15/2012 | |
| 77 | Project Documentation Meeting | 1 | Day | 03/16/2012 | 03/16/2012 | |
| 78 | Project Review Meeting | 1 | Day | 03/17/2012 | 03/17/2012 | |
| 79 | Project Sign-off Meeting | 1 | Day | 03/18/2012 | 03/18/2012 | |
| 80 | Project Completion Meeting | 1 | Day | 03/19/2012 | 03/19/2012 | |
| 81 | Project Handover Meeting | 1 | Day | 03/20/2012 | 03/20/2012 | |
| 82 | Project Final Report Meeting | 1 | Day | 03/21/2012 | 03/21/2012 | |
| 83 | Project Archiving Meeting | 1 | Day | 03/22/2012 | 03/22/2012 | |
| 84 | Project Evaluation Meeting | 1 | Day | 03/23/2012 | 03/23/2012 | |
| 85 | Project Archiving Meeting | 1 | Day | 03/24/2012 | 03/24/2012 | |
| 86 | Project Documentation Meeting | 1 | Day | 03/25/2012 | 03/25/2012 | |
| 87 | Project Review Meeting | 1 | Day | 03/26/2012 | 03/26/2012 | |
| 88 | Project Sign-off Meeting | 1 | Day | 03/27/2012 | 03/27/2012 | |
| 89 | Project Completion Meeting | 1 | Day | 03/28/2012 | 03/28/2012 | |
| 90 | Project Handover Meeting | 1 | Day | 03/29/2012 | 03/29/2012 | |
| 91 | Project Final Report Meeting | 1 | Day | 03/30/2012 | 03/30/2012 | |
| 92 | Project Archiving Meeting | 1 | Day | 03/31/2012 | 03/31/2012 | |
| 93 | Project Evaluation Meeting | 1 | Day | 04/01/2012 | 04/01/2012 | |
| 94 | Project Archiving Meeting | 1 | Day | 04/02/2012 | 04/02/2012 | |
| 95 | Project Documentation Meeting | 1 | Day | 04/03/2012 | 04/03/2012 | |
| 96 | Project Review Meeting | 1 | Day | 04/04/2012 | 04/04/2012 | |
| 97 | Project Sign-off Meeting | 1 | Day | 04/05/2012 | 04/05/2012 | |
| 98 | Project Completion Meeting | 1 | Day | 04/06/2012 | 04/06/2012 | |
| 99 | Project Handover Meeting | 1 | Day | 04/07/2012 | 04/07/2012 | |
| 100 | Project Final Report Meeting | 1 | Day | 04/08/2012 | 04/08/2012 | |
| 101 | Project Archiving Meeting | 1 | Day | 04/09/2012 | 04/09/2012 | |
| 102 | Project Evaluation Meeting | 1 | Day | 04/10/2012 | 04/10/2012 | |
| 103 | Project Archiving Meeting | 1 | Day | 04/11/2012 | 04/11/2012 | |
| 104 | Project Documentation Meeting | 1 | Day | 04/12/2012 | 04/12/2012 | |
| 105 | Project Review Meeting | 1 | Day | 04/13/2012 | 04/13/2012 | |
| 106 | Project Sign-off Meeting | 1 | Day | 04/14/2012 | 04/14/2012 | |
| 107 | Project Completion Meeting | 1 | Day | 04/15/2012 | 04/15/2012 | |
| 108 | Project Handover Meeting | 1 | Day | 04/16/2012 | 04/16/2012 | |
| 109 | Project Final Report Meeting | 1 | Day | 04/17/2012 | 04/17/2012 | |
| 110 | Project Archiving Meeting | 1 | Day | 04/18/2012 | 04/18/2012 | |
| 111 | Project Evaluation Meeting | 1 | Day | 04/19/2012 | 04/19/2012 | |
| 112 | Project Archiving Meeting | 1 | Day | 04/20/2012 | 04/20/2012 | |
| 113 | Project Documentation Meeting | 1 | Day | 04/21/2012 | 04/21/2012 | |
| 114 | Project Review Meeting | 1 | Day | 04/22/2012 | 04/22/2012 | |
| 115 | Project Sign-off Meeting | 1 | Day | 04/23/2012 | 04/23/2012 | |
| 116 | Project Completion Meeting | 1 | Day | 04/24/2012 | 04/24/2012 | |
| 117 | Project Handover Meeting | 1 | Day | 04/25/2012 | 04/25/2012 | |
| 118 | Project Final Report Meeting | 1 | Day | 04/26/2012 | 04/26/2012 | |
| 119 | Project Archiving Meeting | 1 | Day | 04/27/2012 | 04/27/2012 | |
| 120 | Project Evaluation Meeting | 1 | Day | 04/28/2012 | 04/28/2012 | |
| 121 | Project Archiving Meeting | 1 | Day | 04/29/2012 | 04/29/2012 | |
| 122 | Project Documentation Meeting | 1 | Day | 04/30/2012 | 04/30/2012 | |
| 123 | Project Review Meeting | 1 | Day | 05/01/2012 | 05/01/2012 | |
| 124 | Project Sign-off Meeting | 1 | Day | 05/02/2012 | 05/02/2012 | |
| 125 | Project Completion Meeting | 1 | Day | 05/03/2012 | 05/03/2012 | |
| 126 | Project Handover Meeting | 1 | Day | 05/04/2012 | 05/04/2012 | |
| 127 | Project Final Report Meeting | 1 | Day | 05/05/2012 | 05/05/2012 | |
| 128 | Project Archiving Meeting | 1 | Day | 05/06/2012 | 05/06/2012 | |
| 129 | Project Evaluation Meeting | 1 | Day | 05/07/2012 | 05/07/2012 | |
| 130 | Project Archiving Meeting | 1 | Day | 05/08/2012 | 05/08/2012 | |
| 131 | Project Documentation Meeting | 1 | Day | 05/09/2012 | 05/09/2012 | |
| 132 | Project Review Meeting | 1 | Day | 05/10/2012 | 05/10/2012 | |
| 133 | Project Sign-off Meeting | 1 | Day | 05/11/2012 | 05/11/2012 | |
| 134 | Project Completion Meeting | 1 | Day | 05/12/2012 | 05/12/2012 | |
| 135 | Project Handover Meeting | 1 | Day | 05/13/2012 | 05/13/2012 | |
| 136 | Project Final Report Meeting | 1 | Day | 05/14/2012 | 05/14/2012 | |
| 137 | Project Archiving Meeting | 1 | Day | 05/15/2012 | 05/15/2012 | |
| 138 | Project Evaluation Meeting | 1 | Day | 05/16/2012 | 05/16/2012 | |
| 139 | Project Archiving Meeting | 1 | Day | 05/17/2012 | 05/17/2012 | |
| 140 | Project Documentation Meeting | 1 | Day | 05/18/2012 | 05/18/2012 | |
| 141 | Project Review Meeting | 1 | Day | 05/19/2012 | 05/19/2012 | |
| 142 | Project Sign-off Meeting | 1 | Day | 05/20/2012 | 05/20/2012 | |
| 143 | Project Completion Meeting | 1 | Day | 05/21/2012 | 05/21/2012 | |
| 144 | Project Handover Meeting | 1 | Day | 05/22/2012 | 05/22/2012 | |
| 145 | Project Final Report Meeting | 1 | Day | 05/23/2012 | 05/23/2012 | |
| 146 | Project Archiving Meeting | 1 | Day | 05/24/2012 | 05/24/2012 | |
| 147 | Project Evaluation Meeting | 1 | Day | 05/25/2012 | 05/25/2012 | |
| 148 | Project Archiving Meeting | 1 | Day | 05/26/2012 | 05/26/2012 | |
| 149 | Project Documentation Meeting | 1 | Day | 05/27/2012 | 05/27/2012 | |
| 150 | Project Review Meeting | 1 | Day | 05/28/2012 | 05/28/2012 | |
| 151 | Project Sign-off Meeting | 1 | Day | 05/29/2012 | 05/29/2012 | |
| 152 | Project Completion Meeting | 1 | Day | 05/30/2012 | 05/30/2012 | |
| 153 | Project Handover Meeting | 1 | Day | 05/31/2012 | 05/31/2012 | |
| 154 | Project Final Report Meeting | 1 | Day | 06/01/2012 | 06/01/2012 | |
| 155 | Project Archiving Meeting | 1 | Day | 06/02/2012 | 06/02/2012 | |
| 156 | Project Evaluation Meeting | 1 | Day | 06/03/2012 | 06/03/2012 | |
| 157 | Project Archiving Meeting | 1 | Day | 06/04/2012 | 06/04/2012 | |
| 158 | Project Documentation Meeting | 1 | Day | 06/05/2012 | 06/05/2012 | |
| 159 | Project Review Meeting | 1 | Day | 06/06/2012 | 06/06/2012 | |
| 160 | Project Sign-off Meeting | 1 | Day | 06/07/2012 | 06/07/2012 | |
| 161 | Project Completion Meeting | 1 | Day | 06/08/2012 | 06/08/2012 | |
| 162 | Project Handover Meeting | 1 | Day | 06/09/2012 | 06/09/2012 | |
| 163 | Project | | | | | |

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

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

9. Term; Suspension; Termination.

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

10. Indemnity.

- A. Indemnity: CONTRACTOR shall defend, hold harmless and indemnify CITY, its officers and employees, and each and every one of them, from and against any and all claims, actions, damages, costs, liabilities, demands, losses, judgments, penalties and expenses of every type and description, including, but not limited to, any fees and/or costs reasonably incurred by CITY's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), including but not limited to Liabilities 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 that 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 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 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 \$100,000.00. 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.

Client#: 833885

ZIMMEGUN1

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/24/2012

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: USI Northwest, 700 NE Multnomah, Suite 1300, Portland, OR 97232, 503 224-8390. CONTACT NAME: nancy.rogers@usi.biz, PHONE: 503 299-4342, FAX: 610 362-8451. INSURER(S) AFFORDING COVERAGE: INSURER A: Wausau Underwriters Ins. Co. (NAIC # 26042), INSURER B: SAIF Corporation (NAIC # 36196).

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSR, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include General Liability, Automobile Liability, Umbrella Liab, and Workers Compensation.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) RE: PN T15029040 (S21731 - Sacramento Valley Station) The CITY, its officials, employees and volunteers shall be covered as additional insureds as respects general liability arising out of activities performed by or on behalf of Insured per Endorsement CG2026 attached. Waiver of Right of Recovery per Endorsement GL0566. The CITY, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects auto liability. 30 day written notice of cancellation applies.

CERTIFICATE HOLDER: City of Sacramento, Dept of Transportation, Engineering Services Division, 915 I St, Rm 200, Sacramento, CA 95814-2702, Attn: Angela Edwards. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: [Signature]

© 1988-2010 ACORD CORPORATION. All rights reserved.

This page has been left blank intentionally:

Policy number YVJ-Z91-545171-042

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**Additional Insured - Designated
Person or Organization**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

Schedule

Name Of Additional Insured Person(s) Or Organization(s)

RE: PN T15029040 (S21731 - Sacramento Valley Station)

City of Sacramento
Department of Transportation
Engineering Services Division
915 I Street, Room 2000
Sacramento, CA 95814-2702



Copyright, ISO Properties, Inc., 2004

CG 20 26 07 04
07-04

Page 1

112 of 122

Policy Number YVJ-291-545171-042
Issued by WAUSAU UNDERWRITERS INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Wausau EXPRESSSM Liability Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. **Broad Form Additional Insured**
 - Lessor of Leased Equipment
 - Owners, Managers or Lessors of Premises or Land
 - Mortgagees, Assignees or Receivers
 - Any Person or Organization Other Than a Joint Venture
2. **Waiver Of Right Of Recovery By Written Contract Or Agreement**
3. **Duties In The Event Of Occurrence, Offense, Claim Or Suit**
4. **Unintentional Errors Or Omissions**
5. **Supplementary Payments**
6. **Two Or More Coverage Parts Or Policies Issued By Us**
7. **Expected Or Intended Injury From Reasonable Force**
8. **Non-Owned Watercraft**
9. **Damage To Premises Rented To You**
10. **Bodily Injury Redefined**
11. **Insured Contract Redefined**
12. **Personal And Advertising Injury Redefined**

1. **Broad Form Additional Insured**

Paragraph 2. of Section II - Who Is An Insured is amended to add the following:

- e. **Additional Insured by Written Contract or Written Agreement**

The following are insureds under the policy when you have agreed in a written contract or written agreement to provide them coverage as additional insureds under your policy:

- (1) **Lessors of Leased Equipment:** the person(s) or organization(s) from whom you lease equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" or offense which takes place after the equipment lease expires.

- (2) **Owners, Managers, or Lessors of Premises or Land:** any owner, manager or lessor of premises or land, but only with respect to liability caused, in whole or in part, by the ownership, maintenance or use of that part of the premises or land leased to you.

This insurance does not apply to:

- (a) Any "occurrence" which takes place after you cease to be a tenant in that premises or to lease that land; or

(b) Structural alterations, new construction or demolition operations performed by or on behalf of the owner, manager or lessor of that premises or land.

(3) **Mortgagees, Assignees or Receivers:** any person(s) or organization(s) with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance or use of your premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

(4) **Any Person or Organization Other Than a Joint Venture:** for which you have agreed by written contract to procure bodily injury or property damage liability insurance, but only for liability caused, in whole or in part, by operations performed by you or on your behalf, provided that:

(a) This subparagraph (4) does not apply to any agreement to provide insurance to:

(i) An "employee", association of "employees" or labor union, except with respect to work performed by or for you or for such "employee", association of "employees" or labor union under direct contract between you as contractor and such "employee", association of "employees" or labor union as owners;

(ii) Any railroad company except with respect to work performed by or for you for such railroad company under direct contract or agreement between you and such railroad company;

(iii) Any person or organization whose profession, business or occupation is that of an architect, surveyor or engineer with respect to liability arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, specification or the performance of any other professional services by such person or organization;

(iv) Any of your subcontractors, or any partner, officer, agent or "employee" of such subcontractor; or

(v) Anyone more specifically covered in subparagraphs e.(1) through (3) above.

(b) The insurance afforded to any person or organization as an insured under this subparagraph (4):

(i) Shall include only the insurance that is required to be provided by the terms of such agreement to procure insurance, and then only to the extent that such insurance is included within the terms of this policy, and a person or organization's status as an insured under this endorsement ends when your operations for that insured are completed; and

(ii) Does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard" unless such coverage is required by the contract between you and the additional insured.

The limits of insurance applicable to such insurance shall be the lesser of the limits required by the agreement between the parties or the limits provided by this policy.

The insurance afforded to any person or organization as an insured under this subparagraph 2.e. does not apply to "bodily injury" or "property damage" which occurs prior to the date of your written contract or written agreement with such person or organization.

2. Waiver Of Right Of Recovery By Written Contract Or Agreement

Paragraph 8. of Section IV - Commercial General Liability Conditions is amended by the addition of the following:

We waive any right of recovery because of payments we make for injury or damage arising out of your ongoing operations or "your work" included in the "products-completed operations hazard" that we may have against any person or organization with whom you have agreed, in a written contract or agreement made prior to the date of the "occurrence", to waive your rights of recovery from such person or organization, but only for payments made under the policy and resulting from that contract.

3. Duties In The Event Of Occurrence, Offense, Claim Or Suit

Paragraph 2. of Section IV - Commercial General Liability Conditions is deleted and replaced with the following:

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. You, your insurance manager or any other person you designate must see to it that we, or our authorized agents, are notified as soon as reasonably possible of an "occurrence" or offense which may result in a claim. Notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

Knowledge of an "occurrence" or offense by your agent, servant or "employee" is not considered knowledge by you unless your insurance manager or other designated person has received notice from your agent, servant or "employee".

b. If a claim is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as reasonably possible.

If you report any "occurrence", offense, claim or "suit" to your workers compensation or automobile liability insurance carrier and the "occurrence", offense, claim or "suit" later develops into a claim under this policy, failure to report such "occurrence", offense, claim or "suit" shall not be considered a violation of this condition. However, as soon as you become aware that the particular "occurrence", offense, claim or "suit" is a commercial general liability claim or "suit", you must give prompt notification to us.

c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation, settlement or defense of the claim or "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. No insureds will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

4. Unintentional Errors And Omissions

Any unintentional error or omission in the description of, or failure to completely describe, any premises or operations intended to be covered by this Commercial General Liability Coverage Part will not invalidate or affect coverage for those premises or operations. However, you must report any such error or omission to us as soon as reasonably possible after its discovery.

5. Supplementary Payments

Paragraphs 1.b. and 1.d. of Section I - Supplementary Payments - Coverages A And B are deleted and replaced with the following:

- b. Up to \$3000 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

6. Two Or More Coverage Parts Or Policies Issued By Us

If any claim or "suit" arising out of an "occurrence" or offense covered under this Coverage Part is also subject to coverage under any other Coverage Part or policy issued by us or by any company affiliated with us, the total maximum limit of liability under all Coverage Parts or policies shall not exceed the highest applicable limit of liability under any one Coverage Part or policy. This condition does not apply to any Coverage Part or policy that is specifically issued as excess insurance over this Coverage Part.

7. Expected Or Intended Injury From Reasonable Force

Paragraph 2.a. of Section I - Coverage A - Bodily Injury And Property Damage Liability is deleted and replaced with the following:

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

8. Non-Owned Watercraft

Paragraph 2.g.(2) of Section I - Coverage A - Bodily Injury And Property Damage Liability is deleted and replaced with the following:

(2) A watercraft you do not own that is:

- (a) Less than or equal to 50 feet in length; or
- (b) Not being used to carry persons or property for a charge.

9. Damage To Premises Rented To You

A. The Damage To Premises Rented To You Limit shown on the Declarations is the greater of the amount shown or \$300,000.

B. Paragraph 6. of Section III - Limits Of Insurance is deleted and replaced with the following:

6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion, smoke, leakage from fire protective systems, or any combination thereof, while rented to you or temporarily occupied by you with permission of the owner.

C. Paragraph 4.b.(1)(a)(ii) of Section IV - Commercial General Liability Conditions is deleted and replaced with the following:

(ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner for damage to such premises resulting from fire, lightning, explosion, smoke, leakage from fire protective systems, or any combination thereof.

D. The last paragraph of Section I - Coverage A (after the exclusions) is deleted and replaced with the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke, leakage from fire protective systems, or any combination thereof, to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III - Limits Of insurance.

10. Bodily Injury Redefined

Paragraph 3. of Section V - Definitions is deleted and replaced with the following:

3. "Bodily injury" means physical:

- a. Injury;
- b. Sickness; or
- c. Disease;

sustained by a person, including death, humiliation, mental anguish or mental injury which directly results from the physical injury, sickness or disease.

11. Insured Contract Redefined

Paragraph 9.f. of Section V - Definitions is deleted and replaced with the following:

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.

12. Personal And Advertising Injury Redefined

Paragraph 14. of Section V - Definitions is amended to add the following:

- h. Discrimination because of race, religion, national origin, age, sex, physical disability or sexual preference, but only if such discrimination is not:
 - (1) At the direction of or with the knowledge or consent of:
 - (a) You;
 - (b) Your spouse, if you are an individual;
 - (c) Your members or your partners and their spouses, if you are a partnership or joint venture; or
 - (d) Your "executive officers" and directors and your stockholders, if you are a corporation; or
 - (2) Directly or indirectly related to the employment, prospective employment, or termination of any person.



Client#: 325450

ZIMMEGUN

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/17/2012

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: Kibble & Prentice, a USI Co PR
601 Union Street, Suite 1000
Seattle, WA 98101
CONTACT NAME:
PHONE (A/C, No, Ext): 206 441-6300
FAX (A/C, No): 610-362-8528
E-MAIL ADDRESS: PL.Certrequest@kpc.com
INSURER(S) AFFORDING COVERAGE:
INSURER A: XL Specialty Insurance Company
INSURER B:
INSURER C:
INSURER D:
INSURER E:
INSURER F:
INSURED: Zimmer Gunsul Frasca Architects LLP
1223 SW Washington Street, Suite 200
Portland, OR 97205

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL SUBR INSR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Includes sections for General Liability, Automobile Liability, Umbrella Liab, Excess Liab, Workers Compensation and Employers' Liability, and Professional Liability.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
RE: PN T15029040 (S21731 Sacramento Valley Station)

CERTIFICATE HOLDER: City of Sacramento, Department of Transportation, Engineering Services Division, Attn: Angela Edwards, 915 I Street, Room 2000, Sacramento, CA 95814-2702
CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: [Signature]

© 1988-2010 ACORD CORPORATION. All rights reserved.

This endorsement, effective 12:01 a.m., 06/17/2012 forms a part of
Policy No. DPR9700574
issued to Zimmer Gunsul Frasca Architects LLP
by XL Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INDIVIDUAL NOTICE OF CANCELLATION

This endorsement modifies insurance provided under the following:

PROFESSIONAL, ENVIRONMENTAL AND NETWORK SECURITY LIABILITY
POLICY – ARCHITECTS, CONSULTANTS AND ENGINEERS

It is agreed that, In the event this Policy is cancelled by the Company or by the
NAMED INSURED, a thirty (30) day notice of cancellation will be
provided to the following entity:

Entity Name & Address:

All certificateholders

This provision does not apply to a cancellation due to non-payment of premium to the
Company or to a premium finance company authorized to cancel the Policy.

All other terms and conditions of the Policy remain unchanged.

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) Zimmer Gunsul Frasca Architects LLP | |
| Business name/disregarded entity name, if different from above | |
| Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ <u> P </u> <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see Instructions) ▶ | |
| Address (number, street, and apt. or suite no.) 1223 SW Washington Street, Suite 200 | Requester's name and address (optional) |
| City, state, and ZIP code Portland, OR 97205 | |
| List account number(s) here (optional) | |

Taxpayer Identification Number (TIN)

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

| Social security number | | | | | | | | |
|------------------------|--|--|--|--|--|--|--|--|
| | | | | | | | | |

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

| Employer identification number | | | | | | | | | |
|--------------------------------|---|---|---|---|---|---|---|---|---|
| 9 | 3 | - | 0 | 6 | 7 | 7 | 4 | 6 | 9 |

Certification

Under penalties of perjury, I certify that:

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

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

| | | |
|------------------|----------------------------|-------------------------|
| Sign Here | Signature of U.S. person ▶ | Date ▶ <u>7.19.2012</u> |
|------------------|----------------------------|-------------------------|

General Instructions

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

Purpose of Form

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

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

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

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

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

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

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

2012 Nonresident Withholding Allocation Worksheet

587

Part I Withholding Agent

Withholding agent's name

City of Sacramento

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

915 I Street

Apt. no./Ste. no.

2 0 0 0

City

Sacramento

State

CA

ZIP Code

9 5 8 1 4

Part II Nonresident Payee (Complete Part II through Part V and return this form to the above withholding agent)

Payee's name

Zimmer Gunsul Frasca Architects LLP

Owner's full name if sole proprietor

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

1223 SW Washington Street

Apt. no./Ste. no.

2 0 0

City

Portland

State

OR

ZIP Code

9 7 2 0 5

 SSN or ITIN CA Corp. no. FEIN

Secretary of State (SOS) file no.

9 3 0 6 7 7 4 6 9

3 9 3 9 9 9 - 9 3

Daytime telephone number

(5 0 3) 863 2501

Nonresident payee's entity type: (Check one)

 Individual/sole proprietor Corporation Partnership Limited liability company (LLC) Estate or trust**Part III Payment Type**

Nonresident payee: (Check one)

 Performs services totally outside California (no withholding required, skip to Part V) Provides only goods or materials (no withholding required, skip to Part V) Provides goods and services in California (see allocation in Part IV) Provides services within and outside California (see allocation in Part IV) Other (Describe): _____

If the payee performs all the services within California, withholding is required on the entire payment for services unless the payee is granted a withholding waiver from the Franchise Tax Board (FTB). For more information, get FTB Pub. 1017, Resident and Nonresident Withholding Guidelines.

Part IV Income Allocation

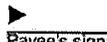
Gross payments expected from the above withholding agent during the calendar year for:

| | (a) Within California | (b) Outside California | (c) Total payments |
|---|-----------------------|------------------------|--------------------|
| 1 Goods and services: | | | |
| Goods/materials (no withholding required) | _____ | _____ | _____ |
| Services (withholding required) | _____ | _____ | _____ |
| 2 Rents or lease payments | _____ | _____ | _____ |
| 3 Royalty payments | _____ | _____ | _____ |
| 4 Prizes and other winnings | _____ | _____ | _____ |
| 5 Other payments | _____ | _____ | _____ |
| 6 Total payments subject to withholding. | _____ | _____ | _____ |
| Add column (a), line 1 through line 5 | _____ | _____ | _____ |
| Withholding threshold amount: | \$1,500.00 | | |

Withholding is optional, at the discretion of the withholding agent, on the first \$1,500 in payments made during the calendar year. Withholding must begin as soon as the total payments of California source income for the calendar year exceed \$1,500. If the FTB grants the withholding waiver, attach a copy of the FTB determination letter. See General Information E, Waivers.

Part V Certification of Payee

Under penalties of perjury, I certify that the information provided on this document is true and correct. If the reported facts change, I will promptly inform the withholding agent.

| | | |
|---|------------------|--------------------------|
|  | Business Manager | (503) 863-2501 |
| Authorized representative's signature | Title | Daytime telephone number |
|  | Date | () |
| Payee's signature | Date | Daytime telephone number |