



City of Sacramento City Council

12

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

Meeting Date: 1/8/2013

Report Type: Consent

Title: Guy West Bridge Maintenance & Rehabilitation Project (K15105000)

Report ID: 2013-00008

Location: The Guy West Bridge spans the American River between California State University Sacramento and University Avenue in the Campus Commons Community. (Council Districts 3 & 6)

Recommendation: Pass a Motion: 1) authorizing the City Manager to execute a Professional Services Agreement in an amount not to exceed \$358,490 with Quincy Engineering, Inc. for the Guy West Bridge Rehabilitation Project (K15105000).

Contact: Zuhair Amawi, Associate Civil Engineer, (916) 808-7620; Nicholas Theocharides, Engineering Services Manager, (916) 808-5065, Department of Public Works

Presenter: None

Department: Public Works Department

Division: Civil & Electrical Design

Dept ID: 15001131

Attachments:

- 1 -Description/Analysis
- 2 - Background Information
- 3 - Exhibit A - Location Map
- 4 - Professional Services Agreement

City Attorney Review

Approved as to Form
Gerald Hicks
1/3/2013 9:41:46 AM

City Treasurer Review

Reviewed for Impact on Cash and Debt
John Colville
12/24/2012 6:43:12 AM

Approvals/Acknowledgements

Department Director or Designee: Jerry Way - 1/2/2013 9:53:14 AM

Description/Analysis

Issue: A Maintenance and Rehabilitation Study of the Guy West Bridge was conducted in March 2011. In November 2011, the Final Study Report identified various deficiencies of the bridge and recommended repairs to specific elements of the bridge including minor truss and deck repair, replacement of bearing pads, handrail repairs and the full removal and replacement of the failing lead based paint system.

Policy Considerations: The action requested is consistent with the City's Strategic Plan for improving public safety, achieving sustainability and enhanced livability by moving forward with rehabilitation of the Guy West Bridge.

Economic Impact: None.

Environmental Considerations:

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

An environmental analysis conforming to CEQA will be completed as part of the scope of services.

Sustainability Considerations: The project is consistent with the City's Sustainability Master Plan Goal of reducing dependence on private automobiles by ensuring the Guy West Bridge is properly maintained so that bicyclists and pedestrians will have use of an alternate mode bridge for years to come.

Commission/Committee Action: No Commission or Committee activity has taken place or required.

Rationale for Recommendation: In 2011, an in-depth inspection and subsequent need assessment report identified various deficiencies of the bridge and recommended repairs which included truss and deck repair, replacement of bearing pads, handrail repairs and the complete removal and replacement of the failed lead based paint system.

In October of 2012, a Request for Proposals for Professional Services was advertised to provide engineering services to design improvements for the Guy West Bridge. One proposal was received. City staff reviewed and evaluated the firm's written proposal based on experience, qualifications, and the proposed work plan for the project. The panel recommended selecting Quincy Engineering, Inc. for the project. City staff has completed negotiations with Quincy Engineering, Inc. for the scope of services.

Financial Considerations: The Guy West Bridge Rehabilitation Project (K15105000) is estimated to cost \$3,119,000 and has a total budget of \$2,857,000 and unobligated balance of \$2,655,974 consisting of Transportation Development Act (TDA) funds (Fund 2013) and New Measure A Maintenance Funds (Fund 2026). Staff will return to Council to appropriate the remaining required budget of \$262,000 with the CIP adoption on July 1, 2013. As of December 13, 2012, the unobligated balance of \$2,655,974 is sufficient to execute a professional service agreement in the amount of \$358,489.21 with Quincy Engineering, Inc. and cover remaining design costs.

No general funds are planned or allocated to this project.

Emerging Small Business Development (ESBD): This is a locally funded project and E/SBE project requirements apply. The City's ESBE goal is 20%. Quincy Engineering, Inc. has attained 60.7% ESBE participation.

Background

The Guy West Bridge is a steel suspension bridge over the American River which was constructed in 1966 for use by pedestrians and bicyclists. In 1987, broken wires were discovered in three vertical suspender ropes. Investigation by the City concluded the broken wires were due to fatigue failure. In 1990, all the vertical suspender ropes were replaced with a similar design.

In 2011, an in-depth inspection and subsequent need assessment report identified various deficiencies of the bridge and recommended repairs which included minor truss and deck repair, replacement of bearing pads, handrail repairs and the full removal and replacement of the failing lead based paint system.

For the past 46 years since the bridge was constructed, with the exception of the vertical suspender rope replacements, the bridge has only received occasional maintenance which can no longer contribute to the structural stability of the bridge. The proposed improvements will bring the bridge to current standards and will result in a sustainable landmark structure.

In October of 2012, a Request for Proposals for Professional Services was advertised to provide engineering services to design improvements for the Guy West Bridge. One proposal was received. City staff reviewed and evaluated the firm's written proposal based on experience, qualifications, and the proposed work plan for the project. The panel recommended selecting Quincy Engineering, Inc. for the project. City staff has completed negotiations with Quincy Engineering, Inc. for the scope of services.

This is a locally funded project and E/SBE project requirements apply. The City's ESBE goal is 20%. Quincy Engineering, Inc. has attained 60.7% ESBE participation.

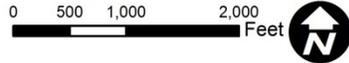


EXHIBIT A

Location Map for
Guy West Bridge
Rehabilitation Project
(K15105000)



Map Contact: S/Tobin
Map Date: DEC/12





PROJECT #: K15105000
 PROJECT NAME: Guy West Bridge Rehabilitation Project
 DEPARTMENT: Public Works
 DIVISION: Engineering Services

CITY OF SACRAMENTO

**PROFESSIONAL SERVICES AGREEMENT
 FOR ARCHITECTS, LANDSCAPE
 ARCHITECTS, PROFESSIONAL ENGINEERS,
 AND PROFESSIONAL LAND SURVEYORS**

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

Quincy Engineering
 3247 Ramos Circle, Sacramento, CA 95827
 Phone: 916.368.9181 / Fax: 916.368.1308

("CONTRACTOR"), who agree as follows:

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

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

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

Executed as of the day and year first above stated.

CITY OF SACRAMENTO
A Municipal Corporation

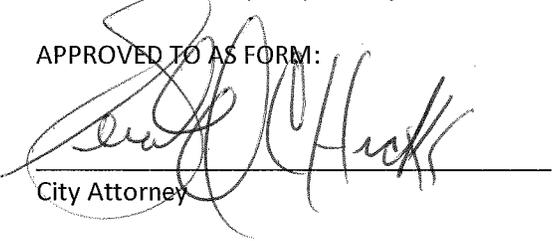
By: _____

Print name: Jerry Way

Title: Director of 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

CONTRACTOR:

Quincy Engineering Inc
NAME OF FIRM

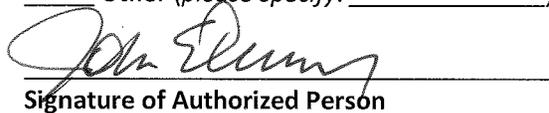
680269312
Federal I.D. No.

38801072
State I.D. No.

90280
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

John S. Quincy President
Print Name and Title



Additional Signature (if required)

Alan P. Glen, Secretary
Print Name and Title

**DECLARATION OF COMPLIANCE
Equal Benefits Ordinance**

Name of Contractor: _____ Quincy Engineering _____

Address: _____ 3247 Ramos Circle, Sacramento, CA 95827 _____

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

12/18/12

Date

John S. Quincy

Print Name

President

Title

EXHIBIT A

PROFESSIONAL SERVICES AGREEMENT FOR DESIGN PROFESSIONALS

SCOPE OF SERVICES

1. Representatives.

The CITY Representative for this Agreement is:

Zuhair Amawi, Project Manager
City of Sacramento, 915 I Street, Room 2000, Sacramento, CA 95814
Phone: 916.808.7620 / Fax: 916.808.8281 / E-mail: zamawi@cityofsacramento.org

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

The CONTRACTOR Representative for this Agreement is:

Mark Reno, P.E., Project Manager
3247 Ramos Circle, Sacramento, CA 95827
Phone: 916.368.9181 / Fax: 916.368.1308 / E-mail: markr@quincyeng.com

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

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

3. Conflict of Interest Requirements.

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

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

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

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

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

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

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

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

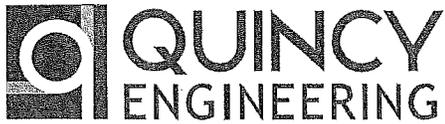
Thereafter, throughout the term of the Agreement, CONTRACTOR shall cause these individuals to file with the CITY Representative annual statements of economic interests, and "leaving office" statements of economic interests, as required by the CITY's Conflict of Interest Code. The CITY may withhold all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

4. **Scope of Services.** [Describe services to be provided here, or, if scope of services is described in an attachment, label the attachment "Attachment 1 to Exhibit A" and include the following sentence:]

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, or in accordance with the schedule, set forth in the scope of services.

Services provided through December 31, 2014.



APPROACH SUMMARY

Based on our project understanding, previous experience, and discussions with the City, our team has prepared the following Scope of Work. This Scope of Work will serve as our work plan for successfully completing the proposed rehabilitation project of the Guy West Bridge. Included within the scope items are the key staff members involved with each activity as well as deliverables the City can expect to receive.

This Work Plan/Scope of Work will involve completion of the following **seven (7) tasks**:

- Project Management;
- Preliminary Engineering;
- Environmental Services;
- Design Services – PS&E;
- Project Permitting;
- Public Outreach;
- Construction Support

Task 1 – PROJECT MANAGEMENT

Project Management task includes Quincy Engineering's (QEI) management, tracking and communication of project budget, project progress reporting and coordination with the City as well as other project stakeholders and the entire project delivery Team.

The level of effort for this task assumes no more than twenty-two (22) months of work duration from Notice to Proceed (NTP) to completion of the rehabilitation construction and the end of construction support activities.

We have assumed a total of six (6) project development meetings will be required under this task. The following are the anticipated project milestones for which project related meetings will be scheduled:

- **A Project Kickoff meeting;**
- **A post-Preliminary Design meeting** (after delivery of preliminary plans)
- **A post-60% Design meeting** (after delivery of 60% plans)
- **An environmental process support meeting**
- **A post-90% Design meeting** (after delivery of the 90% plans)
- **A pre-construction Bid Support meeting**

QEI has developed a generalized project schedule presented in our Work Plan. After notice-to-proceed this schedule will be expanded and refined to detailed level. The detailed project schedule will be updated monthly and submitted to the City. QEI will also prepare and submit monthly status reports to the City.

Task 2 – PRELIMINARY ENGINEERING

QEI will perform Preliminary Engineering to establish the fundamental features and concepts of the project. This will allow the City and various stakeholders to review the fundamental concepts of the project at an early stage and provide input before the

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design proceeds to a detailed technical level. That approach will ensure the final project plans and specifications will deliver a project that matches the vision of the City.

Task 2.1: Prepare and Submit Staging, Access, & Detour Plans

QEI will develop a preliminary set of plans illustrating the areas available for contractor staging and the planned traffic routes for accessing those areas. These plans will then be used to help evaluate the environmental impacts of such staging and construction traffic operations. QEI will also develop preliminary traffic handling plans showing the planned detour routes for pedestrians and bicyclists when temporary closures of the bridge are required. Along with review and approval of the detour concepts by the City, these plans can also be used as a visual aid in presenting the planned detours to various stakeholders and user groups.

Currently, it is envisioned that the following Preliminary plans required & developed:

- Construction Staging (3)
- Traffic Handling/Detours (2)
- Construction Access (2)

Products: • Three (3) 11"x17" copies and pdf electronic files of Preliminary Engineering Drawings

Task 2.2: Prepare and Submit Preliminary Staging Schedule

QEI will develop a preliminary construction schedule detailing the proposed construction time lines, potential constraints and available work windows. This schedule will set the overall allowable construction work window and specific work windows for both the eastern and western staging areas. This schedule will form the basis the various blackout dates written into the project specifications to help ensure the contractors activities do not interfere with important activities within the American River Parkway such as Eppie's Great Race.

Products: • Three (3) 11"x17" copies and pdf electronic files of Preliminary Engineering Drawings

Task 2.3: Preliminary Constructability Review

QEI and AVS Team Members will perform a preliminary constructability review of the construction staging, construction access, and pedestrian traffic detouring plans. AVS will utilize its experience with both suspension bridges and large scale paint rehabilitation projects to evaluate the physical constructability of the planned project. QEI will apply experience from the recent paint rehabilitation work on the Foresthill Bridge Project to look for areas where project value can be added. In addition to ensuring the feasibility of the construction approach, this review will also have an emphasis on the improvements that would decrease construction costs without compromising the quality of the final product.

Task 3 – ENVIRONMENTAL SERVICES

Our scope of work to provide environmental compliance services for the proposed project is described below. Due to the nature of the project (i.e., bridge maintenance and rehabilitation) few significant environmental impacts are expected. Consequently, our scope



of work is based on the assumption that preparation of an initial study/mitigated negative declaration (IS/MND) will be sufficient to address the environmental impacts of the project, with detailed analysis focused on key issues including biological resources, recreation/access, cultural resources, and hazardous materials. ESA will be leading these efforts.

Task 3.1: Prepare and Submit Administrative Draft IS/MND

As part of this task, ESA staff will prepare an administrative draft initial study checklist pursuant to CEQA and City of Sacramento guidelines. The IS/MND will be prepared at a sufficient level of detail to address the environmental impacts of the proposed project. Given the nature of the proposed project, many of the environmental issues will likely not require detailed analysis (including agricultural resources, mineral resources, public services/utilities, etc.) with many of the topics focusing on the temporary rehabilitation-related effects of the proposed project and the surrounding land uses. Those issues that do require detailed analysis (such as biological resources) are listed separately below, with a brief description of our proposed approach:

- **Aesthetics:** As most rehabilitation-related effects are temporary in nature, onsite equipment, personnel, and vehicles are expected to result in short-term temporary impacts to the visual character of the American River corridor. This analysis will be conducted in tandem with the cultural resources analysis focusing on the appropriate paint rehabilitation scheme developed for the proposed project (as necessary).
- **Biological Resources:** As the proposed project intends to minimize the use of sensitive habitat areas within the American River corridor for staging areas, the analysis will focus on sensitive species and habitats (predominately Valley Elderberry Longhorn Beetle and riparian/grassland areas) which have already been identified surrounding the project area.
- **Cultural Resources:** At more than 45 years of age, the bridge is potentially eligible for listing in the California Register of Historic Resources (California Register). An ESA historian will conduct a records search to determine the status of previous evaluations conducted for the bridge and prepare the cultural resources section of the IS/MND based on available bridge evaluations. If an evaluation has not been prepared, ESA recommends preparation of the report (see Task 3.4, below) for inclusion in the IS/MND.
- **Hazardous Materials:** Potential hazardous materials and substances associated with the project include lead based paints from the existing bridge and project-related materials (i.e., fuels, paint, etc.). As the storage, use, and disposal of hazardous materials is heavily regulated by a variety of Federal, State, and local regulations, ESA will work closely with Quincy Engineering to identify the range of substances used and will develop appropriate best management practices and/or mitigation measures specific to the project.
- **Hydrology and Water Quality:** While no in-channel or water work is anticipated, the proximity of the project and potential staging areas will require the use of standard water quality best management practices to ensure impacts to the American River corridor are



avoided. ESA will work with Quincy Engineering to identify the range of best management practices and/or mitigation measures specific to the project.

- Noise and Recreation: As an access corridor for California State University, Sacramento students (to and from surrounding residential areas along University Avenue) and as a key recreation corridor along the American River, the project site is a heavily used bicycle/pedestrian hub. The project site is also used as a key staging area for the Eppie's Great Race. ESA will work with the project team to review previous project (in particular SAFCA levee work) measures used to address noise/recreation/access impacts and develop appropriate mitigation strategies specific to the project.

Products: • Five (5) copies of the administrative draft IS/MND and one (1) electronic copy of the document.

Task 3.2: Prepare and Submit Draft IS/MND and NOC

After the City reviews the administrative draft IS/MND, ESA will incorporate the requested revisions into the IS/MND sections (described above) and submit to the City as a public-ready document. ESA will work with the City to develop the required CEQA notices and a mailing list of agencies and interested persons. ESA assumes that the City will prepare and post notices and deliver copies of documents to the public and reviewing agencies.

Products: • Fifteen (15) copies of the draft IS/MND and the Notice of Completion (NOC) to the State Clearinghouse.
• Thirty (30) copies of the draft IS/MND and one (1) electronic copy of the document to the City.

Task 3.3: Prepare and Submit Final IS/MND and MMRP

At the conclusion of the 30-day public comment period, we will meet with the City to discuss the comments received and the preparation of the final document. CEQA does not require preparation of a "final mitigated negative declaration" but the City must consider the comments received and any substantial environmental issues raised before adopting the MND. Comments and responses will be included in the Final IS/MND. Minor changes made as a result of comments received will be made to the document. Depending on the volume and nature of the comments, the hours allocated and budget may be reassessed at that time. Our scope assumes 3 to 4 letters, with 6 to 8 comments per letter. This scope of work assumes that all substantial environmental comments can be adequately responded to without performing additional analyses. In addition, a Mitigation Monitoring and Reporting Program (MMRP) for CEQA will be prepared as part of the final document.

Products: • Five (5) copies of the final IS/MND/MMRP and one (1) electronic copy of the document.



Task 3.4: Cultural Resources Study (Phase 1)

ESA will conduct a Phase 1: Cultural Resources Study in compliance with CEQA to identify the presence of archaeological and historic resources in the project area of the proposed project. This work will be performed by ESA's in-house cultural resources staff, who meet the Secretary of Interior's Professional Qualification Standards for archaeology and architectural history. Due to the nature of the proposed project, the resource of primary concern is the Guy West Bridge itself. Named in honor of the first president of Sacramento State College, Guy West, the bridge is a rigid deck steel suspension bridge approximately 1,150 feet long that was constructed in 1965/66. The Guy West Bridge is one of the seven crossings of the American River within the City of Sacramento, and one of one two bridges dedicated to pedestrians and cyclists. At more than 45 years of age, the bridge is potentially eligible for listing in the California Register of Historic Resources (California Register), if other criteria apply, such as significant associations with historic events or important persons, embodiment of an architectural/engineering style or the work of a master engineer, or its data potential for the understanding of history or prehistory. The bridge must also retain a sufficient amount of integrity to convey any such associations. The report will support the findings of the cultural section of the IS/MND and will be a technical appendix to the document. The scope of work includes the following:

- **Archival Search.** ESA cultural staff will complete an archival records search of the project area to identify areas of known cultural sensitivity including recorded sites. This will include a review of records at the Northern California Information Center at Sacramento State University, as well as local archives in the City of Sacramento. Staff will conduct research on the history of the Guy West Bridge, including its design, engineering, and role in the development of Sacramento State University and the residential community across the American River.
- **Native American Contact.** ESA will contact the Native American Heritage Commission (NAHC) to request information on any known sacred sites within the project area, and to request a list of contacts for Native American tribes who may have an interest in the proposed project.
- **Field Surveys.** ESA cultural resources staff, including historian Katherine Anderson and archaeologist Scott Baxter, will complete a field survey of the project area. Cultural resources encountered during the survey will be mapped, photographed, and recorded for later documentation on DPR (523) forms. At a minimum, an overview photograph will be taken of each resource. Recordation will include the notation of all information required to fully complete appropriate DPR (523) forms. As part of this effort, Ms. Anderson will photograph the Guy West Bridge and document the bridge on appropriate DPR (523) forms.
- **Cultural Resources Study.** ESA will prepare a draft and final Phase 1 Cultural Resources Study which includes the findings of the archival and field surveys, NAHC contact, evaluate the bridge's potential eligibility for listing in the California Register, and if recommended eligible, provide recommendations for the protection of Guy West Bridge



during rehabilitation or any other identified cultural resources. Should ESA staff recommend that the bridge is eligible for listing in the California Register; the report will document the project's compliance with the Secretary of Interior standards for rehabilitation of historic resources.

- **Paint Rehabilitation Recommendations.** This effort will outline specific steps regarding how the standards apply to the bridge rehabilitation, and guidelines for repair while maintaining physical and aesthetic integrity. In the event that the bridge is found eligible for listing in the California Register, and the color is identified as a character-defining feature of the bridge, ESA will also provide advice to the City about the appropriate paint rehabilitation scheme in compliance with the Secretary's Standards. DPR (523) forms will be attached to the report as an appendix.
- **Section 106 Compliant Report.** It is highly likely that federal permitting from the United States Coast Guard and/or the United States Army Corps of Engineers will be required as a part of the proposed project. ESA will prepare a Section 106 compliant cultural resources report to facilitate federal permitting requirements. Given the nature of the project (i.e., bridge maintenance and rehabilitation), preparation of a separate National Environmental Policy Act (NEPA) compliance document is not anticipated.

Products:

- Two (2) draft and five (5) final Cultural Resources Study including electronic pdf copies, including 1:2400 maps identifying the locations of cultural resources within the project limits

Task 4 – FINAL DESIGN SERVICES

In coordination with KTA and the City, QEI will prepare plans specification, and construction estimates for this Guy West Bridge Rehabilitation project. These products will be delivered in a series of submittals, allowing for review and feedback from the City, leading to the final refined contract document package.

Task 4.1: 30% Design

Our team plans to place an emphasis of engineering efforts early in the project. Our plan is to lay the basic groundwork of the project during the Preliminary Design phase. As such, we envision the 30% design level to require a relatively small level of effort to refine the preliminary engineering drawings. The primary focus of this design stage will be ensuring feedback from the City and various stakeholders is appropriately incorporated into the construction staging, contractor access, and pedestrian traffic detouring plan set.

Products:

- Three (3) 11"x17" copies and electronic pdf copies of the updated Preliminary Engineering drawings

Task 4.2: 60% Design

The bulk of our Teams design efforts will occur in this task. QEI will prepare engineering drawings and calculations for the structural rehabilitation of the bridge. KTA will also prepare



a risk characterization for removal of the existing paint system and paint recommendations for the new protective coating.

Bridge Rehabilitation Design

Final bridge design will be performed in accordance with *AASHTO LRFD Bridge Design Specifications*, fourth edition and the latest Caltrans Amendments. The latest updated versions of Caltrans bridge design manuals will also be utilized when applicable. Computer analysis and design programs used by the Team are "state-of-the-art" for bridge design. It is our understanding that no Seismic design or analysis will be performed as part of this project.

Open communication between the City's staff and the Team's design staff will allow both parties the opportunity for input during the plan preparation stage. We propose that a meeting be held upon completion of the unchecked bridge details to discuss the bridge plans. This should save considerable time in the City's review of the Draft PS&E because most of the major issues will have been previously discussed and addressed.

Currently, it is envisioned that the following bridge plans required & developed:

- Bridge General Plan (1)
- General Notes (1)
- Truss Member Repair (1)
- Suspender Connection Repair (1)
- Truss Jacking / Bearing Replacement (1)
- New Backstay Cable Clamp (1)
- Construction Load Limits (2)
- Deck Repair & Joint Seal Replacement (1)
- Handrail Repair (1)

Development of the Analytical Bridge Model

QEI will utilize our recent experience with suspension structures to generate an analytical computer model of the Guy West Bridge. This model will be used to determine allowable construction loading that can be added to the existing bridge dead loads and bicycle/pedestrian loads. Emphasis will be placed on determining the maximum allowable limits on the contractor's construction operations. These staging and load limits will be shown on the plans and included in the Technical Specifications. This model will require detailed input from all of the known member dimensions, material properties, & member and connection capacities of the bridge. This model will then be used for evaluating load paths from construction loading.

The process for developing this model will be based on our previous experience with generating similar models for the Foresthill Bridge, Yankee Jims Bridge, and Ogden Siphon Project and will be as follows:

- Develop Bridge Model Geometry, Nodes, and Members
- Develop Member and Materials Properties
- Determine Member Capacities
- Determine Connection Capacities
- Develop Construction Staging Loads & Combinations



An ability to determine structural impacts from contractor operations will also be required during Construction Support to evaluate the contractor proposed paint containment structure. The bridge model would be an invaluable tool for performing such analysis as well as evaluate proposed changes to the staging and sequencing or other special consideration arising in construction. Ultimately, the model will become property of the City and could be used in any future analysis of the bridge such as a seismic evaluation.

Preliminary Protective Coating Evaluation

Concurrently, KTA will begin work on developing the contract documents regarding removal and replacement of bridge's protective coating system. KTA will review the previously prepared reports associated with this structure in order to prepare its coating system recommendations. KTA is also prepare a Relative Risk Characterization for the painting portion of the project. As lead-based paint removal is required on this project, the KTA Senior Coatings Consultant will conduct a simplified assessment of risks to adjacent workers, the public, and the environment. The simplified assessment will be performed using the decision path in the Society of Protective Coatings (SSPC) Publication 95-06, "PROJECT DESIGN, Industrial Lead Removal Handbook, Volume II." This involves simple mapping and photographing of the areas surrounding the bridge to determine potential public, adjacent worker, and environmental receptors. The results of the risk characterization are used to evaluate potential coatings replacement strategies and to determine the controls and any monitoring requirements that should be included in the Toxic Metal Specification.

Paint Recommendations and Opinion of Probably Coating Costs

KTA will provide recommendations for the type of replacement coating system to be applied to the existing structural steel and any new steel that may be required. The environmental conditions at the bridge location, regulatory requirements (i.e., low VOC), and other factors will be considered during this process. KTA will also provide an opinion of probable construction cost and contract duration for the surface preparation and coating application operations on the bridge.

Products:

- Three (3) copies of the 60% Project Plans with unchecked details
- Electronic computer model of the bridge
- Evaluation of member and connection capacities
- Relative Risk Characterization
- Paint Coating Recommendations
- Opinion of Probable Costs and Duration for Paint System

Task 4.3: 90% Design

After reviewing and addressing the comments provided by the City, and any additional stakeholders the City chooses, following the 60% Submittal, QEI and KTA will proceed to the 90% design level, which includes and Independent Design Check, Construction Quantities and Estimate, and preparation of Contract Specifications, Items of the Proposal and Schedule of Values.



Independent Design Check

An independent check of the design will be performed. This involves a completely independent review of the project using the unchecked bridge detailed plans by an engineer that has not been intimately involved in the design. This is a big part of the Team's QA/QC Plan and is identical to the Caltrans/Local Agency process. Based upon the independent check and agreement to revisions by the checker and designer, the plans will be revised. Independent Check comments are summarized and resolutions are documented. The Independent Checker will also review the analytical bridge model and verify it is acceptable for use in evaluating the effect of construction loading from the contractor's operations during the Construction Support phase.

Contract Specifications

QEI will need to work closely with City to incorporate the City boilerplate specifications cohesively with the style and format of the Technical Specifications to form the Contract Specifications. In addition the Items of the Proposal and Schedule of Values will be developed per Standard City Contract Packages. A construction (working days) schedule will also be developed to determine the number of working days for the construction contract.

Quincy Engineering along with KTA will be responsible for the technical specifications regarding paint rehabilitation of the Guy West Bridge. KTA has prepared or reviewed hundreds of painting and toxic metal specifications of many Departments of Transportation and Bridge Authorities. KTA has direct experience with the specifications of CalTrans, and the Golden Gate Bridge, Highway, and Transportation Authority, which are modeled after the Caltrans Specifications. For this task, KTA will make recommendations for revising those specifications. The specification will be similar in nature to what was developed for the Foresthill Seismic Rehabilitation Project and will utilize a new containment, existing facilities and access specifications that are more in-depth and prescriptive than the Caltrans Specifications. This is going to be a very important aspect as the goal will be to allow the travelling public to utilize the bridge throughout construction.

KTA's paint specifications are designed to provide contractors with the targeted goals to be achieved throughout the construction project without prescribing the specific means and methods of construction. This will allow the City to provide independent and objective monitoring of specified performance goals while allowing bidding contractors the opportunity for innovation in the methods of construction. Topics addressed by KTA in the paint specifications include the following at a minimum:

- Contractor Qualifications;
- Reference Documents;
- Superintendence by the Contractor;
- Safety;
- Use of Premises;
- Contractor Submittals;
- Paint/Coating Materials;
- Paint Delivery, Storage, & Handling
- Mixing and Thinning of Coating Materials;
- Coating Application;
- Repair of Damaged Paint Surfaces;
- Feathering and Tie-In between Applications
- Cure
- Quality Control and Quality Assurance
- Anniversary Inspection
- Worker Protection



- Protection of Surfaces not to be Coated
- Deteriorated Steel
- Surface Preparation
- Environmental Protection
- Handling and Disposal of Waste Streams
- Containment and Ventilation System Design

QEI will take leadership of coordinating and combining all technical special provisions into the final Contract Specifications.

Final Construction Quantities & Estimate

At this time, final quantities and check quantities will be prepared along with an estimate of probable construction costs. Quantities will be calculated in accordance with Caltrans' practice and segregated into items of the proposal. The estimate will show quantities and costs as well as a project cost summary.

Quality Control & Constructability Review

As an integral part of the QEI QA/QC Program, a senior level engineer will review the entire draft PS&E (90% PS&E) package for uniformity, compatibility, and constructability as well as conformance with the environmental compliance requirements and City standards. As part of our Team, AVS will have an independent constructability review of the plans and specifications along with a review of the painting specifications and containment specifications from two highly qualified individuals. The review will include comparing bridge plans for conflicts or inconsistencies, and to ensure that the final design is in accordance with all environmental documents and permit requirements. The specifications and estimate will be reviewed for consistency with the plans, and to ensure that each construction item has been covered.

QEI will also provide the plans, specifications, and estimates to the Construction Management (CM) Team, selected by the City, for their review and comment. The goal will be to garner input from the CM Team based on their past experience administering similar steel bridge retrofit projects in the past, and discussing ways to adjust the PS&E to facilitate the construction management and administration. In addition to the PS&E package, copies of the Materials Testing Report, Paint Report, Original Construction Plans, and Environmental Document will be provided. The City, QEI, and the CM Team will concur on the process and format for compiling comments, discussing the comments, responding to them, and incorporating appropriate updates to the PS&E package prior to submitting the 90% PS&E package.

Submittal of 90% PS&E

The plans, specifications, and estimate, along with design, check, and quantity calculations, will be submitted to the City at the 90% completion stage.



Currently, it is envisioned that complete plans will be composed of these sheets:

Project Execution Plans

- Site Plan / Title Sheet (1)
- Construction Staging (3)
- Traffic Handling/Detours (2)
- Construction Access (2)
- Signage Placement Plan (1)
- Signage Details (1)
- Quantities (1)

Bridge Rehabilitation Plans

- Bridge General Plan (1)
- General Notes (1)
- Truss Member Repair (1)
- Suspender Connection Repair (1)
- Truss Jacking / Bearing Replacement (1)
- New Backstay Cable Clamp (1)
- Construction Load Limits (2)
- Deck Repair & Joint Seal Replacement (1)
- Handrail Repair (1)

Products:

- Three (3) copies of the 90% Checked Design Plans
- Three (3) copies of the draft Project Contract Specifications
- Three (3) copies of the Schedule of Values
- Three (3) copies of the Items of the Proposal
- One copy of Final Construction Quantities and Check Quantities
- One copy of Bridge Design Calculations and Design Check Calculations
- One copy of the QA/QC Summary Review with Responses

Task 4.4: 100% Design

After reviewing and addressing the comments provided by the City and other Stakeholder specified by the City following the 90% Submittal, QEI and KTA will proceed to the 100% (final design) level, which includes addressing final comments from the City and QC and Constructability review.

Submittal of Final (100%) PS&E

Upon receiving review comments from the City, each comment will be reviewed, discussed, and addressed in writing. All apparent conflicts will be resolved in person or via telephone/fax as necessary. Appropriate modifications will be made to the plans, specifications, and estimate. QEI will furnish a final PS&E package in full-sized and half-sized plans as well as a hard copy and computer files (MS Word format) of special provisions for bidding purposes. It is assumed that the City will compile and duplicate the actual bid documents for advertising.

Products:

- Three (3) copies of the 100% Checked Project Plans
- Three (3) copies of Contract Specifications
- Three (3) copies of Items of the Proposals
- Three (3) copies of Schedule of Values



Task 5 – PROJECT PERMITTING

Construction of the Guy West Bridge Rehabilitation Project and related construction activities such as establishment and use of staging areas and vehicle access points/routes will require a range of construction permits. Our team's permitting scope is based on the potential for indirect impacts to elderberry shrubs, the host plant for the federally threatened valley elderberry longhorn beetle (VELB), riparian habitat associated with the American River, and the river itself. However, the proposed project would not require any 'ground disturbance' activities which would constitute excavation or grading. Therefore the majority of following permitting effort is anticipated to be on an informal consultation/notice level of effort. Prior to initiating the work and after the CEQA document has been certified, several regulatory agencies will be consulted, with some respective permits required. It is anticipated the following agencies will need to be consulted:

- U.S. Coast Guard (USCG) for a Navigability Assessment;
- U.S. Army Corps of Engineers (Corps) for work conducted above a Navigable Water as defined under section 10 of the federal Clean Water (CWA);
- U.S. Fish and Wildlife Service (USFWS) for impacts to elderberry shrubs, the host plant for the federally threatened valley elderberry longhorn beetle (VELB) per section 7 of the federal Endangered Species Act;
- California Department of Fish and Game (CDFG) to address impacts within the banks of the river and associated riparian habitat per Section 1602 of State Fish and Game Code;
- Regional Water Quality Control Board (RWQCB) to address potential impacts to water quality that may result from discharges from the project site to the river or from diffused sources (e.g., erosion from soil disturbance or waste discharges to land) per Section 401 of the CWA;
- Central Valley Flood Protection Board (CVFPB) for work within a designated floodway; and
- American River Flood Control District (ARFCD) for an endorsement of the project.

Because the project activities may be considered low impact activities and because no direct impacts to the American River are currently anticipated, the process to obtain permits is not expected to be as involved as the typical permitting process that involves excavation and direct impacts to the river. As an example, while similar permit applications need to be prepared for the USCG and Corps, the level of effort would be reduced as it is presumed the USCG would lead the federal review process and consultation with the Corps would essentially constitute a notification.

As such, ESA will prepare the following assessments or applications for the following permits:

- Navigability Assessment;
- Section 404 Nationwide Permit number 15, USCG Approved Bridges;
- Biological Assessment;
- Section 1602 Streambed Alteration Agreement;
- Section 401 Water Quality Certification; and
- CVFPB Encroachment.



Similar to other projects, ESA will work with Quincy Engineering to obtain an endorsement from the ARFCD which will be submitted with the CVFPB Encroachment Permit application. Consultation with the California State Lands Commission is not included in this scope of work as it is assumed that activities would be permitted under their existing lease with CSLC. That being said, ESA will review the existing CSLC lease and evaluate whether the City should renew the lease prior to consultation with the aforementioned agencies. This approach would avoid the need to prepare an additional permit from the CSLC.

Additionally, this scope of work includes all the anticipated project management and agency coordination time (based on our current understanding of the project) necessary to successfully submit and process the previously described permit applications (with supporting materials).

It is assumed that the City will be responsible for all permit application fees, which would be limited to State agencies such as CDFG (fee based on total cost of project), RWQCB (fee based on quantity of direct and/or indirect impacts); there is no application fee for an encroachment permit from the CVFPB. There are no application fees for federal permits (Corps, USFWS and USCG).

Products:

- Draft and final copies of all permit applications and supporting materials/graphics.

Task 6 – PUBLIC OUTREACH

Task 6.1: Stakeholder Contact Database

Development of an inclusive database is the first and critical step in implementing an effective communications plan. The database will include contacts representing the following target audiences and more:

- Elected officials and staff (City and County)
- Partnering Agencies/Organizations
- American River Flood Control District
- Sacramento Regional Parks
- Sacramento Area Flood Control Agency
- Community organizations and neighborhood associations
- Campus Commons Homeowners Association (6 villages/560 homes)
- Campus Commons Park Corporation
- Nepenthe Homeowners Association
- Native American tribes
- Environmental groups
- Environmental Council of Sacramento (ECOS)
- Walk Sacramento
- Sacramento Area Bicycle Advocates
- American River Foundation
- American River Parkway Preservation Society



- Save the American River Association
- Business associations – Chambers, Rotary
- Local and Regional School Districts - CSUS
- Medical/Emergency Response Agencies and Organizations
- ADA Community

Products:

- Two (2) copies of the electronic Stakeholder Database

Task 6.2: Project Web site Support (3 major updates)

The project web site, housed on the City of Sacramento's web site under "Special Projects" and will act as the main resource of information for the public. The project web site will have its own URL address (ex. Guywestbridgerehab.com) so that it can be easily identified and accessed by the viewing public and will be promoted on all communications. We will work closely with the City and their contractor Robin Ramirez of Wolf Design to provide graphics and content for uploading to the project specific web site. Our in-house Web/Graphic Designer will work closely with Mrs. Linda Tucker, City PIO and Mrs. Robin Ramirez to ensure the web site meets City design standards and to ensure our information gets dispersed also through the City's Facebook and Twitter accounts. We will also utilize the future Mind Mixer site to share information and garner public feedback as needed. We recommend that the web page include several elements with attachments that can be viewed or downloaded at the viewer's discretion. These elements may include:

- Project Background
- Schedule/Progress Updates
- Project News - Press Releases/Materials/Presentations/Alerts
- Photo Gallery (during construction)
- Get Involved (Meeting Announcements/Comments Form)
- Contact Information/RSS Feed/Facebook/Twitter links

The Web site will have major updates up to three times for key milestone activities and/or public participation announcements. Any inquiries or comments that come through the web site will be routed and recorded on the comments matrix that is generated and maintained for the project. During construction the site and Facebook/Twitter will continue to act as the main resource for closure/detour information and updates and will be updated as needed.

Task 6.3: Stakeholder Coordination (up to 6 meetings)

Understanding the importance of coordinating early with key stakeholders who may have vested interest in the project, we recommend close communication with impacted and interested individuals and groups. This coordination may include one-on-one discussions, e-blasts, and possibly in-person meetings with key stakeholders. We will reach out to the stakeholders at the project kick-off to discuss the current phase, what to expect, and learn their initial concerns. Stakeholders will be asked to assist the Project Team in disseminating project information to their broader memberships and constituents by forwarding all communications throughout the project life cycle. This will allow us to reach a much broader audience through a trusted resource. Continued stakeholder coordination and



communication will occur at key milestones to share information and gather input. Some key stakeholders who will be targeted may include but are not limited to: Campus Commons and Nepenthe Neighborhoods, CSUS, Sacramento Area Bicycle Advocates (SABA), Walk Sacramento, ECOS, the American River Parkway Preservation Foundation, ECOS, American River Foundation, and Save the American River Association. These communications are a critical component in reaching a diverse and targeted audience to educate them on the technical nuances of the project and listen to their concerns in an effort to minimize impacts.

Products:

- Stakeholder Matrix of Comments/Actions

Task 6.4: Public Open House (2 Total)

Effective communications requires use of a number of tools to ensure that we cater to all preferred styles. Therefore we recommend hosting one public open house during the circulation of the draft environmental document. This Open House will allow the broader public to learn about the project, provide valuable input on the draft document, and understand how the rehabilitation will occur. The meeting will include display boards, a presentation and facilitated question and answer session.

Products:

- Two Public Open House Meeting Summaries (includes all comments received)

Task 6.5: Materials (E-Newsletter/Project Fact Sheet/Presentation/Signage)

The communication materials will all have the same project branding for recognition and will be posted on the web site and distributed electronically in an effort to be cost effective. We recommend producing 2 electronic newsletters that can be distributed at key milestones, and may include updates, progress reports, news, and opportunities for engagement. A project fact sheet will focus on the purpose and need and technical aspects of the rehabilitation and how it might impact the bridge users. At the project kick-off, a presentation will be created that can be utilized during the public open house, as well as posted to the web site.

Lastly, HDR will generate 2 project signs that will be posted on either side of the bridge to promote the rehab project and drive interested viewers to the project web site for further information.

Products:

- Two (2) Newsletters
- One (1) Project Fact Sheet
- One (1) Presentation
- Two (2) Project Signs

Task 6.6: Media Relations Support

We will work closely with Linda Tucker, Media and Communications representative from the City to develop a strategic approach to engaging the local and regional media for this project.

Task 6.7: Construction Notices (8 total)

At the start of construction, we will create a construction notice template that clearly identifies the activity, schedule, and closure/detour information. We anticipate a minimal number of short closures (1-2 days) of the bridge to occur at key construction milestones. In preparation for each closure, we will distribute a notice using the project web site, and e-



blasts to the database and stakeholders. The e-blast will then be forwarded on to the larger public via stakeholder established lines of communications such as the Campus Commons village newsletters, SABA web site, and CSUS e-newsletter and bulletins.

Products:	<ul style="list-style-type: none">• Eight (8) Construction Notices
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Task 6.8: Closure Signage

Two weeks prior to each temporary closure, we recommend placing two A-Frames on either side of the bridge to promote the closure dates and give advance notice of the detour information. The A-Frame signage will be created and maintained by Public Involvement Staff.

Products:	<ul style="list-style-type: none">• Closure Signage (Electronic Copies)
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Optional Task 6.9: Public Open House Prior to Construction Kick-off

Hosting a Public Open House just prior to construction kick off and after the contractor has come onboard will provide a means for educating the public about what to expect during construction and any potential impacts such as bridge closures or partial closures. This meeting may include key information including details on the construction activities and their schedule, as well as how the City will inform the public about the activities.

Optional Task 6.10: Project Completion Event/Celebration

In commemoration of the Bridge, its long History over the last 50 years, and newly established life with the rehab, hosting a celebratory event at the conclusion of construction would provide the City opportunity to promote this important project, and say thank you to the residents/businesses, and bridge users for their patience during the project.

Task 7 – CONSTRUCTION SUPPORT

This task includes design support prior to bidding the construction work, as well as during the bidding and construction activities. It is anticipated that the City will advertise the construction contract and provide City and consultant Construction Management (CM) Team (Resident Engineer and inspection staff) experienced in steel bridge painting and rehabilitation to administer the construction contract and provide inspection services.

Products:	<ul style="list-style-type: none">• Two (2) copies of the PS&E Review Meeting Minutes, Responses to Review Comments, PS&E updates (as needed)
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Task 7.1 – Bid Support

Prior to awarding the construction contract, QEI will be available to continue to provide services such as attend a pre-bid field review with prospective bidders. The goal of this meeting is to present the project and answer specific questions or concerns the perspective bidders may have.

The individual QEI staff members that were directly involved in the design will be available during the bid period to interpret the plans and specifications, respond to contractor Bidder Inquiries, prepare addenda if needed, and provide general consultation to the City to obtain



bids. When the construction bids are opened, QEI will be available to provide analysis and recommendations concerning award of the contract.

Products:

- Two (2) copies of the Pre-Bid Meeting Minutes and Bidder Inquiry Responses (as needed)

Task 7.2 - Construction Submittal Review

After award of the construction contract, QEI will provide services such as attending a pre-construction meeting, reviewing contractor submittals, respond to contractor Requests for Information (RFI's), reviewing shop plans, reviewing falsework plans and calculations, reviewing truss jacking plans and calculations, preparing and/or reviewing change orders, and making other field observations, at the City's request. All activities include appropriate recommendations and documentation of the Team's activities.

QEI will review the Contractors submittals pertaining to temporary works and steel erection for their effects on the existing bridge, and coordinate with the CM Team in their detailed reviews.

KTA will provide comments on all Contractor submittals that pertain to the paint of the bridge and coordinate them with the CM Team.

Submittal	Primary Reviewer	Secondary Reviewer
Structural Steel Shop Plans	QEI	CM
Bearing Shop Plans	QEI	CM
Construction Staging and Loading	QEI	CM
Temporary Structures & Falsework	CM	QEI
Access and Containment Structure Shop Plans	CM	QEI & KTA
Structural Steel Erection Plans	CM	QEI
Welding Quality Control Plan	CM	QEI
SWPPP	CM	City
Shop Painting and Field Painting	CM	QEI & KTA

QEI will utilize the analytical bridge model developed in the Final Design phase to evaluate structural impacts of the contractor's proposed construction loading, staging, and paint containment system. This process will verify the construction load demands stay within the limits with the contract documents (plans & specifications) and the also within the structural capacity of the bridge.

Products:

- Shop Plan Comments/Approvals, Change Order Comments & Attachments

Task 7.3 Safety Training

QEI will participate in safety training sessions provided by the CM that are specific to confined space access, hazardous materials, industrial hygiene, fall protection, and other topics as



required to permit access to all parts of the bridge during the construction phase. One QEI staff member will participate in the training. It is assumed that all required protection apparel, face masks, breathing apparatus, fall protection equipment and other devices will be provided by the CM Team.

QEI will also participate in similar safety training sessions provided by the Contractor that pertain to project-specific access, containment, safety, and health-related plans.

Task 7.4 Environmental Support

QEI shall attend the pre-construction meeting and participate in discussions surrounding Contractor's proposed activities, and clarify the associated mitigation measures. QEI shall review contractor submittals and verify compliance with the approved Environmental Document. KTA will also provide an environmental specialist to specifically review paint and coating removal and replacement operations and check for compliance with the approved Environmental Document.

At the conclusion of the construction project, QEI shall provide a summary report documenting the correspondence and meetings, observations during construction, and other pertinent issues.

Products:

- Two (2) copies of Meeting Minutes with the City & CDFG (if necessary)

Task 7.5 Jobsite Observation and Meetings

QEI will attend monthly meetings with the City, CM Team, and Contractor to discuss RFI's, status of shop plan reviews, project schedule, stage construction, and other key aspects of the project.

If, during the construction phase of the project, a problem occurs that is directly caused by an error on the part of the QEI, QEI will modify the design, details, specifications, and/or estimates at no cost to the City as needed to remedy the situation.

Products:

- Attendance at monthly meetings, updates on RFI and shop plan review status, project observations

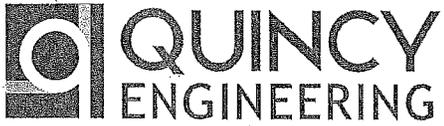
Task 7.6 - Prepare Record Drawings

When construction is completed, QEI will prepare Record Drawings (As-Builts) for the City's files. These As-Builts will be based on information clearly marked on a set of contract plans prepared by the City's Resident Engineer/Bridge Representative. The information will be transferred into the project CADD files on its own unique level and color.

The updated drawings will be printed into .PDF format and compiled on a CD/DVD for submittal to the City.

Products:

- Scanned Record Drawings in .PDF Format



City of Sacramento
Guy West Bridge Rehabilitation Project

ESBE/SBE Breakdown

Firm	Role	ESBE/SBE	Total	% of Total	% of ESBE
Quincy Engineering Inc	Prime / PM / Engineering	✓	\$ 210,348.02	58.7%	58.7%
KTA Tator	Coating and Abatement Expertise		\$ 22,053.36	6.2%	
ESA	Environmental & Permitting Services		\$ 76,476.43	21.3%	
Alta Vista Solutions	QA/QC & Constructibility Reviews	✓	\$ 7,200.47	2.0%	2.0%
HDR Engineering	Public Outreach		\$ 42,410.93	11.8%	
Total Sub-Consultants			\$ 148,141.19	41.3%	2.0%
Total Estimated Cost			\$ 358,489.21	60.7%	
Total Estimated Cost			\$ 358,489.21		

developing YOUR vision | delivering YOUR project

EXHIBIT B

PROFESSIONAL SERVICES AGREEMENT FOR DESIGN PROFESSIONALS

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 \$ 358,489.21.
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. *[Attach list of billable rates that apply, labeled "Attachment 1 to Exhibit B".]*
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: 916.808.7620 / Fax: 916.808.8281

Attn: Zuhair Amawi

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

Attachment 1 to Exhibit B

City Of Sacramento
GUY WEST BRIDGE REHABILITATION PROJECT

Quincy Engineering, Inc.

CONTRACT No. PN: K15105000 CONSULTANT COST PROPOSAL
Bid # P13151131007 December 12, 2012

DIRECT LABOR

Name	Classification	Hours	Initial Hourly Rate	Total	
Staff	Principal in Charge	0	\$70.61	\$0.00	
Mark Reno	Project Manager	216	\$68.36	\$14,765.76	
Max Katt	Associate Engineer I - Bridge Project Engineer	260	\$43.84	\$11,398.40	
Martin Pohl	Senior Engineer II - Bridge Engineer	112	\$65.00	\$7,280.00	
Staff	Associate Engineer III - Bridge	140	\$48.34	\$6,767.60	
Staff	Associate Engineer I - Bridge	320	\$43.84	\$14,028.80	
Staff	Associate Engineer II - Roadway	44	\$44.00	\$1,936.00	
Staff	Senior Engineer I - Specifications	60	\$52.61	\$3,156.60	
Staff	Assistant Engineer	108	\$30.00	\$3,240.00	
Mario Quest	Senior Engineer III - QA/QC	24	\$65.77	\$1,578.48	
Staff	Engineering Detailer	288	\$26.00	\$7,488.00	
Staff	Office Support Staff	26	\$18.00	\$468.00	
Staff	Admin	20	\$32.00	\$640.00	
		1,618			
		Subtotal Direct Labor Costs		\$72,747.64	
		Anticipated Salary Increases		\$0.00	
				TOTAL - Direct Labor	\$72,747.64

INDIRECT COSTS	Rate	Total	
Overhead	165.40%	\$120,324.60	
Fringe Benefit (Included in OH)	0.00%		
General & Administrative (Included in OH)	0.00%		
	165.40%		
		TOTAL - Indirect Costs	\$120,324.60

FEE (8.00%) TOTAL - Fee \$15,445.78

OTHER DIRECT COSTS	Total	
Travel Costs 0 @ \$0.50	\$ -	
Photocopies		
Mylar As-Builts 22 @ \$15.00	\$ 330.00	
Graphic Presentation Boards	\$ 1,500.00	
		\$1,830.00

TOTAL COST \$210,348.02

Subcontractor Costs	KTA Tator	\$ 22,053.36
	ESA	\$ 76,476.43
	Alta Vista	\$ 7,200.47
	HDR	\$ 42,410.93
Total Contract		\$358,489.21

QUINCY ENGINEERING INC.												Project Name: GUY WEST BRIDGE REHABILITATION PROJECT											
No.	Name Initial Hourly Rate	Staff	Principal in Charge	Project Manager	Associate Engineer I - Bridge Project Engineer	Senior Engineer II - Bridge Engineer	Associate Engineer III - Bridge	Associate Engineer I - Bldgs	Associate Engineer II - Roadway	Senior Engineer I - Specifications	Staff	Assistant Engineer	Senior Engineer III - QA/QC	Engineering Designer	Office Support Staff	Admin Staff	Quincy Engineering Totals	ESA Environmental	KTA Tator, Inc.	Alia Vista Solutions, Inc.	HDR - Public Out Reach	Total Hours	
																							70.51
1	Project Management	70	16						12							8	106	8	8	0	0	27	43
2	Preliminary Engineering	4	16			4			24			32					168		22	6	0	28	
3	Environmental	10	24												10		44	367	0	0	0	367	
4.1	30% Design	4	4						4								24		0	0	0	0	
4.2	60% Design	4	8			16											168		36	0	0	36	
4.2.1	Bridge Design	12				64		180									256		0	0	0	0	
4.2.2	Development of Analytical Model	4	8			12											48		0	0	0	0	
4.2.3	60% Design Submittal	4	40			60											104		0	0	0	0	
4.2.4	90% Design	8	8			4				60							80		53	0	0	53	
4.3.1	Independent Check / Model Review	4	4														48		0	0	0	0	
4.3.2	Contract Specifications	4	4								24						36		0	0	0	0	
4.3.4	Quantities and Estimate	4	4														36		0	0	0	0	
4.3.6	OEI QC & Constructability Review	4	4										24				36		0	0	0	0	
4.3.5	90% Submittal	4	4														36		0	0	0	0	
4.4	100% Design	12	16														48		0	0	0	0	
4.4.1	Submittal of 100% PS&E	4	4						4								40		0	0	0	0	
5	Permitting	6	32														44		0	0	0	221	
6	Public Outreach	12	16														32		0	0	0	322	
7	Construction Support	16	8														62		0	0	0	0	
7.1	Bid Support	16	8								12						62		0	0	0	0	
7.2	Construction Submittal Review	16	16			24		80			40						232		0	0	0	0	
7.3	Safety Training	6	2														2		0	0	0	0	
7.4	Environmental Support	16	40														10		0	0	0	0	
7.5	Jobsite Observation and Meetings	4	4														8		0	0	0	0	
7.6	Prepare Record Drawings	4	4														8		0	0	0	0	
	Subtotal Hours	0	216	260	112	140	320	44	44	60	108	24	288	26	20	1618	596	167	6	349			
	Total Labor Cost	\$0	\$14,766	\$11,393	\$7,280	\$6,768	\$14,029	\$1,936	\$1,936	\$3,157	\$3,240	\$1,578	\$7,488	\$468	\$640								

Quincy Engineering, Inc.

OEI Cost Proposal JPI1684 FINAL Rev. 2.4s OEI Project 1 File 12/12/2012

City Of Sacramento
GUY WEST BRIDGE REHABILITATION PROJECT

KTA Tator Inc.

CONTRACT No.
SUB CONSULTANT:

PN: K15105000
KTA Tator Inc.

CONSULTANT COST PROPOSAL
December 12, 2012

DIRECT LABOR

Name	Classification	Hours	Initial Hourly Rate	Total
Raymond S. Tombaugh	Project Manager/Senior Consultant	91	\$56.83	\$5,171.53
Staff	Technical Support	6	\$65.00	\$390.00
Staff	Environmental Professional	46	\$30.85	\$1,419.10
Staff	Project Engineer	16	\$40.17	\$642.72
Staff	Project Engineer	0	\$0.00	\$0.00
0	0	0	\$0.00	\$0.00
0	0	0	\$0.00	\$0.00
0	0	0	\$0.00	\$0.00
0	0	0	\$0.00	\$0.00
0	0	0	\$0.00	\$0.00
0	0	0	\$0.00	\$0.00
Kathy Memmo	Admin	8	\$21.58	\$172.64
		167		
		Subtotal Direct Labor Costs		\$7,795.99
		Anticipated Salary Increases		\$0.00
TOTAL - Direct Labor				\$7,795.99
INDIRECT COSTS			Rate	Total
Overhead			148.09%	\$11,545.08
Fringe Benefit (Included in OH)			0.00%	
General & Administrative (Included in OH)			0.00%	
			148.09%	
TOTAL - Indirect Costs				\$11,545.08
FEE	(8.00%)			TOTAL - Fee \$1,547.29
OTHER DIRECT COSTS				Total
Travel Costs	300 @	\$0.55	\$	165.00
Airplane Ticket & Hotel			\$	1,000.00
Overnight Service	0 @	\$15.00	\$	-
Graphic Presentation Boards				\$1,165.00
TOTAL COST				<u>\$22,053.36</u>
Subcontractor Costs			\$	-
Total Contract			\$	<u>22,053.36</u>

City Of Sacramento
GUY WEST BRIDGE MAINTENANCE AND REHABILITATION STUDY PROJECT

Environmental Science Associates

CONTRACT No.
SUB CONSULTANT:

PN: K15105000
Environmental Science Associates

CONSULTANT COST PROPOSAL
December 12, 2012

DIRECT LABOR

Name	Classification	Hours	Initial Hourly Rate	Total
Ray Weiss	Project Manager	57	\$56.25	\$3,206.25
Staff	Lead Biological Resources	33	\$48.94	\$1,615.02
Staff	Lead Cultural Resources	13	\$60.10	\$781.30
Staff	Historian	105	\$25.24	\$2,650.20
Staff	Archaeologist	46	\$31.01	\$1,426.46
Staff	Noise Specialist	11	\$38.46	\$423.06
Staff	Biologist	160	\$24.28	\$3,884.80
Staff	Planner	168	\$20.79	\$3,492.72
Staff	Production	58	\$20.12	\$1,166.96
Staff	GIS Technician	44	\$41.49	\$1,825.56
Staff	Graphics	33	\$34.90	\$1,151.70
Staff	Admin	0	\$0.00	\$0.00
		728		
Subtotal Direct Labor Costs				\$21,624.03
Anticipated Salary Increases				\$0.00

TOTAL - Direct Labor \$21,624.03

INDIRECT COSTS

	Rate	Total
Overhead	159.12%	\$34,408.16
Fringe Benefit (Included in OH)	48.50%	\$10,487.65
General & Administrative (Included in OH)	0.00%	
	207.62%	
TOTAL - Indirect Costs		\$44,895.81

FEE (8.00%) TOTAL - Fee \$5,321.59

OTHER DIRECT COSTS

		Total
Travel Costs	200 @ \$0.55	\$ 110.00
Photocopies		\$ 3,100.00
Garmin/Trimble GPS (\$375 per week)	1 @ \$375.00	\$ 375.00
GIS Computer Time (\$15 per hour)	40 @ \$15.00	\$ 600.00
Noise Meter (\$50 per day)	2 @ \$50.00	\$ 100.00
Cultural Resources Record Search	1 @ \$200.00	\$ 200.00
Overnight Service	10 @ \$15.00	\$ 150.00
		\$ -
		\$4,635.00

TOTAL COST \$76,476.43

Subcontractor Costs \$ -
Total Contract \$ 76,476.43

Environmental Science Associates		Project Name: GUY WEST BRIDGE REHABILITATION PROJECT											Total Hours														
No.	TASKS	Project Manager		Lead Biological Resources		Lead Cultural Resources		Historian		Archaeologist		Noise Specialist		Biologist		Planner		Production		GIS Technician		Graphics		Admin			
		Names	Hourly Rate	Staff	Resources	Staff	Resources	Staff	Resources	Staff	Resources	Staff	Resources	Staff	Resources	Staff	Resources	Staff	Resources	Staff	Resources	Staff	Resources	Staff	Resources	Staff	Resources
		Ray Weiss	\$55.25	\$48.94	\$60.10	\$25.24	\$31.01	\$39.46	\$24.28	\$20.79	\$20.12	\$41.49	\$44.80	\$0.00													
1	Project Management		8																								8
2	Preliminary Engineering																										0
3	Environmental		31	9	5	29	16	11	32	188	40	10	16													367	
3.1	Environmental - Historic		2	0	8	76	30				8	4	4													132	
4	Design																									0	
4.1	30% Design																									0	
4.2	60% Design																									0	
4.3	90% Design																									0	
4.4	100% Design																									0	
5	Construction Support																									0	
6	Public Outreach																									0	
7	Permitting		16	24										128												221	
	Subtotal- Hours		57	33	13	105	46	11	160	188	58	44	33	0												728	
	Total Labor Cost		\$3,206	\$1,615	\$781	\$2,650	\$1,426	\$423	\$3,885	\$3,493	\$1,167	\$1,826	\$1,152	\$0												\$21,624	

City Of Sacramento
GUY WEST BRIDGE REHABILITATION PROJECT

Alta Vista Solutions

CONTRACT No. PN: K15105000
SUB CONSULTANT: Alta Vista Solutions

CONSULTANT COST PROPOSAL
December 12, 2012

DIRECT LABOR

Name	Classification	Hours	Initial Hourly Rate	Total
0	0	0	\$0.00	\$0.00
Pete Siegenthaler	Construction Manager - Technical			
	Expert	22	\$91.35	\$2,009.70
Staff	Coatings Specialist - Technical			
	Expert	8	\$84.02	\$672.16
0	0	0	\$0.00	\$0.00
0	0	0	\$0.00	\$0.00
0	0	0	\$0.00	\$0.00
0	0	0	\$0.00	\$0.00
0	0	0	\$0.00	\$0.00
0	0	0	\$0.00	\$0.00
0	0	0	\$0.00	\$0.00
0	0	0	\$0.00	\$0.00
Staff	Admin	0	\$0.00	\$0.00
		30		
			Subtotal Direct Labor Costs	\$2,681.86
			Anticipated Salary Increases	\$0.00

TOTAL - Direct Labor \$2,681.86

INDIRECT COSTS

	Rate	Total
Overhead	148.60%	\$3,985.24
Fringe Benefit (Included in OH)	0.00%	
General & Administrative (Included in OH)	0.00%	
	148.60%	
		TOTAL - Indirect Costs \$3,985.24

FEE (8.00%) TOTAL - Fee \$533.37

OTHER DIRECT COSTS

	Total
Travel Costs 0 @ \$0.50	\$ -
Photocopies	\$ -
Overnight Service 0 @ \$15.00	\$ -
Graphic Presentation Boards	\$ -
\$0.00	

TOTAL COST \$7,200.47

Subcontractor Costs \$ -
Total Contract \$ 7,200.47

Alta Vista Solutions		Project Name: GUY WEST BRIDGE REHABILITATION PROJECT									
No.	TASKS	Name	Initial Hourly Rate	Construction Manager -		Technical Expert -		Technical Expert -		Admin	Total Hours
				Pete Stegenhauer	\$63.63	Staff	\$56.88	Coatings Specialist -	Staff		
1	Project Management										0
2	Preliminary Engineering			6							6
3	Environmental										0
4	Design										0
4.1	30% Design										0
4.2	60% Design										0
4.3	90% Design			16							24
4.4	100% Design					8					0
5	Permitting										0
6	Public Outreach										0
7	Construction Support										0
	Subtotal - Hours			22		8					30
	Total Labor Cost			\$0	\$1,400	\$455				\$0	\$1,855

City Of Sacramento
GUY WEST BRIDGE MAINTENANCE AND REHABILITATION STUDY PROJECT

HDR Engineering, Inc

CONTRACT No. PN: K15105000
SUB CONSULTANT: HDR Engineering, Inc

CONSULTANT COST PROPOSAL
December 12, 2012

DIRECT LABOR

Name	Classification	Hours	Initial Hourly Rate	Total
Kim Pallari	Project Manager	112	\$67.10	\$7,515.20
Staff	Graphic Designer	70	\$28.05	\$1,963.50
Staff	Outreach Specialist	152	\$25.00	\$3,800.00
Staff	Project Controller	15	\$36.50	\$547.50
		349		
			Subtotal Direct Labor Costs	\$13,826.20
			Anticipated Salary Increases	\$311.09
TOTAL - Direct Labor				\$14,137.29

INDIRECT COSTS	Rate	Total
Overhead	114.61%	\$16,202.75
Fringe Benefit	50.39%	\$7,123.78
General & Administrative (Included in OH)	0.00%	
	165.00%	
TOTAL - Indirect Costs		\$23,326.53

FEE	(8.00%)	TOTAL - Fee	\$2,997.11
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OTHER DIRECT COSTS	Total
Facility/Equipment Rental	\$ 450.00
Printing/Mailing	\$ 1,500.00
	\$1,950.00

TOTAL COST		\$42,410.93
Subcontractor Costs	\$	-
Total Contract	\$	42,410.93

HDR Engineering, Inc											
No.	TASKS	Name	Initial Hourly Rate	Project Manager		Graphic Designer		Outreach Specialist		Project Controller	Total Hours
				Kim Pallari	Staff	Staff	Staff	Staff	Staff		
				\$67.10	\$28.06	\$25.00	\$36.50				
1	Project Management (3 PDT)			12	0	0	0	0	0	15	27
6.1	Database Contact List			4	0	0	0	20	0	0	24
6.2	Web site/Social Media Support (3 major updates)			20	20	20	0	20	0	0	60
6.3	Stakeholder Coordination			8	0	0	0	25	0	0	33
6.4	Public Open House (2 Mtg)			22	12	35	0	0	0	0	69
6.5	Project Materials (6 pieces)			20	38	18	0	0	0	0	76
6.6	Media Relations Support			4	0	8	0	0	0	0	12
6.7	Construction Notices (8 total)			16	0	18	0	0	0	0	34
6.8	Closure Signage			6	0	8	0	0	0	0	33
6.9	Optional Task: Public Open House Prior to Construction Kick-off										0
6.10	Optional Task: Project Completion Event										0
	Subtotal- Hours			112	70	152	15	152	15	15	368
	Total Labor Cost			\$7,515	\$1,964	\$3,800	\$548	\$3,800	\$548	\$548	\$13,826

EXHIBIT C

PROFESSIONAL SERVICES AGREEMENT FOR DESIGN PROFESSIONALS

FACILITIES AND EQUIPMENT TO BE PROVIDED BY CITY

CITY shall [check one] 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 PROFESSIONALS

GENERAL PROVISIONS

1. Independent Contractor.

- A. It is understood and agreed that CONTRACTOR (including CONTRACTOR's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither CONTRACTOR nor CONTRACTOR's assigned personnel shall be entitled to any benefits payable to employees of CITY. CITY is not required to make any deductions or withholdings from the compensation payable to CONTRACTOR under the provisions of this Agreement, and CONTRACTOR shall be issued a Form 1099 for its services hereunder. As an independent contractor, CONTRACTOR hereby agrees to indemnify and hold CITY harmless from any and all claims that may be made against CITY based upon any contention by any of CONTRACTOR's employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any Services under this Agreement. (As used in this Exhibit D, the term "Services" shall include both Services and Additional Services as such terms are defined elsewhere in this Agreement.)
- B. It is further understood and agreed by the parties hereto that CONTRACTOR, in the performance of its obligations hereunder, is subject to the control and direction of CITY as to the designation of tasks to be performed and the results to be accomplished under this Agreement, but not as to the means, methods, or sequence used by CONTRACTOR for accomplishing such results. To the extent that CONTRACTOR obtains permission to, and does, use CITY facilities, space, equipment or support services in the performance of this Agreement, this use shall be at the CONTRACTOR's sole discretion based on the CONTRACTOR's determination that such use will promote CONTRACTOR's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the CITY does not require that CONTRACTOR use CITY facilities, equipment or support services or work in CITY locations in the performance of this Agreement.
- C. If, in the performance of this Agreement, any third persons are employed by CONTRACTOR, such persons shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONTRACTOR. It is further understood and agreed that CONTRACTOR shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of CONTRACTOR's assigned personnel and subcontractors.
- D. The provisions of this Section 1 shall survive any expiration or termination of this Agreement. Nothing in this Agreement shall be construed to create an exclusive relationship between CITY and CONTRACTOR. CONTRACTOR may represent, perform services for, or be employed by such additional persons or companies as CONTRACTOR sees fit provided that CONTRACTOR does not violate the provisions of Section 5, below.

2. **Licenses; Permits, Etc.** CONTRACTOR represents and warrants that CONTRACTOR has all licenses, permits, City Business Operations Tax Certificate, qualifications, and approvals of whatsoever nature that are legally required for CONTRACTOR to practice its profession or provide any services under the Agreement. CONTRACTOR represents and warrants that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for CONTRACTOR to practice its profession or provide such Services. Without limiting the generality of the foregoing, if CONTRACTOR is an out-of-state corporation, CONTRACTOR warrants and represents that it possesses a valid certificate of qualification to transact business in the State of California issued by the California Secretary of State pursuant to Section 2105 of the California Corporations Code.
3. **Time.** CONTRACTOR shall devote such time and effort to the performance of Services pursuant to this Agreement as is necessary for the satisfactory and timely performance of CONTRACTOR's obligations under this Agreement. Neither party shall be considered in default of this Agreement, to the extent that party's performance is prevented or delayed by any cause, present or future, that is beyond the reasonable control of that party.
4. **CONTRACTOR Not Agent.** Except as CITY may specify in writing, CONTRACTOR and CONTRACTOR's personnel shall have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. CONTRACTOR and CONTRACTOR's personnel shall have no authority, express or implied, to bind CITY to any obligations whatsoever.
5. **Conflicts of Interest.** CONTRACTOR covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, that would conflict in any manner with the interests of CITY or that would in any way hinder CONTRACTOR's performance of Services under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor, without the written consent of CITY. CONTRACTOR agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the interests of CITY at all times during the performance of this Agreement. If CONTRACTOR is or employs a former officer or employee of the CITY, CONTRACTOR and any such employee(s) shall comply with the provisions of Sacramento City Code Section 2.16.090 pertaining to appearances before the City Council or any CITY department, board, commission or committee.
6. **Confidentiality of CITY Information.** During performance of this Agreement, CONTRACTOR may gain access to and use CITY information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "City Information") that are valuable, special and unique assets of the CITY. CONTRACTOR agrees to protect all City Information and treat it as strictly confidential, and further agrees that CONTRACTOR shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party without the prior written consent of CITY. In addition, CONTRACTOR shall comply with all CITY policies governing the use of the CITY network and technology systems, as set forth in applicable provisions of the City of Sacramento Administrative Policy Instructions # 30. A violation by CONTRACTOR of this Section 6 shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

7. CONTRACTOR Information.

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

- 8. **Standard of Performance.** CONTRACTOR shall perform all Services required pursuant to this Agreement in the manner and according to the standards currently observed by a competent practitioner of CONTRACTOR's profession in California. All products of whatsoever nature that CONTRACTOR delivers to CITY pursuant to this Agreement shall be prepared in a professional manner and conform to the

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

9. Term; Suspension; Termination.

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

10. Indemnity.

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

provision (hereafter collectively referred to as "Claims"), including but not limited to Claims arising from personal injury or death, damage to personal, real, or intellectual property, or the environment, contractual or other economic damages, or regulatory penalties, that arise out of, pertain to, or relate to any negligent act or omission, recklessness, or willful misconduct of CONTRACTOR, its sub-consultants, subcontractors, or agents, and their respective officers and employees, in connection with performance of or failure to perform this Agreement, whether or not such Claims are litigated, settled, or reduced to judgment; provided that the foregoing indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, damage, or expense to the extent arising from (i) the sole negligence or willful misconduct of, or defects in design furnished by, CITY, its agents, servants, or independent contractors who are directly responsible to CITY, or (ii) the active negligence of CITY.

- B. Insurance Policies; Intellectual Property Claims: The existence or acceptance by CITY of any of the insurance policies or coverages described in this Agreement shall not affect or limit any of CITY's rights under this Section 10, nor shall the limits of such insurance limit the liability of CONTRACTOR hereunder. This Section 10 shall not apply to any intellectual property claims, actions, lawsuits, or other proceedings subject to the provisions of Section 7.B., above. The provisions of this Section 10 shall survive any expiration or termination of this Agreement.

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

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

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

A. Minimum Scope & Limits of Insurance Coverage

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

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

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

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

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

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

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

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

B. Additional Insured Coverage

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

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

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

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

C. Other Insurance Provisions

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

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

D. Acceptability of Insurance

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

E. Verification of Coverage

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

F. Subcontractors

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

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

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

13. **Entire Agreement.** This document, including all Exhibits, contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Agreement. No alteration to the terms of this Agreement shall be valid unless approved in writing by CONTRACTOR, and by CITY, in accordance with applicable provisions of the Sacramento City Code.
14. **Severability.** If any portion of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.
15. **Waiver.** Neither CITY acceptance of, or payment for, any Service or Additional Service performed by CONTRACTOR, nor any waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.
16. **Enforcement of Agreement.** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court or Federal District Court located in Sacramento County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.
17. **Assignment Prohibited.** The expertise and experience of CONTRACTOR are material considerations for this Agreement. CITY has a strong interest in the qualifications and capability of the persons and entities 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, corporation, company, or combination thereof, that enters into a Contract with the City. “Contractor” does not include a public entity.

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

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

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

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

EMPLOYER COMPLIANCE CERTIFICATE AND NOTICE REQUIREMENTS

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

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

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

Attachment A



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

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

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

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

The included employee benefits are:

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

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

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

You May . . .

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

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

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

Attachment B



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

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

The included employee benefits are:

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

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

You May . . .

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

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

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

Discrimination and Retaliation Prohibited.

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

You May Also . . .

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

DESCRIPTIONS (Continued from Page 1)

Coverage Form, Form No.SS 00 08. Insurance is primary and non-contributory per policy form.

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

PROFESSIONAL LIABILITY DEDUCTIBLE: \$50,000 PER CLAIM.

PROFESSIONAL LIABILITY RETRO-ACTIVE DATE: 9/1/1989

Insured: Quincy Engineering, Inc.
Insurer: Hartford Casualty Insurance Co.
Policy Number: 57SBALQ0466
Policy Effective Date: 04/20/12
Additional Insured:
City of Sacramento, Its Officials, Employees and Volunteers

EXCERPTS FROM: Hartford Form SS 00 08 04 05

BUSINESS LIABILITY COVERAGE FORM

C. WHO IS AN INSURED

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

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

f. Any Other Party

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

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

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

E.5. Separation of Insureds

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

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

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

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

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

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

**EXCERPTS FROM CA 00001 (1001)
HARTFORD BUSINESS AUTO COVERAGE**

Insured: Quincy Engineering, Inc.

Policy Number:57UECIF7496

Policy Effective Dates: 01/27/12

Additional Insured:

City of Sacramento, Its Officials, Employees and Volunteers

Additional Insured: SECTION II – LIABILITY COVERAGE

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

Primary Insurance: SECTION IV – BUSINESS AUTO CONDITIONS

B. General Conditions - 5. Other Insurance

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

Cross Liability Clause: SECTION V – DEFINITIONS

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

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

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

Insured: Quincy Engineering, Inc.

Policy Number: 57WEGEU6986

Effective Date: 09/01/12

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

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

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

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

SCHEDULE

Person or Organization

Job Description

City of Sacramento
Department of Transportation
Engineering Svcs Division
915 I Street, Room 2000

PN: K15105000 / Guy West Bridge Rehabilitation Project. A Waiver of Subrogation applies in favor of City of Sacramento, Its Officials, Employees and Volunteers.

Countersigned by Michael Cis
Authorized Representative

Request for Taxpayer Identification Number and Certification

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

Print or type
 See Specific Instructions on page 2.

Name (as shown on your income tax return)	
Business name/disregarded entity name, if different from above QUINCY ENGINEERING INC	
Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	
<input type="checkbox"/> Exempt payee	
Address (number, street, and apt. or suite no.) 3247 RAMOS CIRCLE City, state, and ZIP code SACRAMENTO CA 95827	Requester's name and address (optional) <i>City of Sacramento</i>
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

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

Social security number								
				-				

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

Employer identification number									
6	8	-	0	2	6	9	3	1	2

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ *[Signature]*

Date ▶ *12-17-12*

General Instructions

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

Purpose of Form

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

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

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

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

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

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

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

Withholding Exemption Certificate

2011

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

590

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

Withholding agent's name

Payee's name

QUINCY ENGINEERING, INC

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

3247 RAMOS CIRCLE

City

SACRAMENTO

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

6 8 - 0 2 6 9 3 1 2

Apt. no./ Ste. no.

State ZIP Code

C A 9 5 8 2 7 2 5 1 2

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

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

Individuals — Certification of Residency:

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

Corporations:

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

Partnerships or limited liability companies (LLC):

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

Tax-Exempt Entities:

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

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

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

California Trusts:

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

Estates — Certification of Residency of Deceased Person:

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

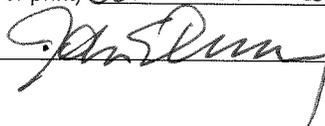
Nonmilitary Spouse of a Military Servicemember:

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

CERTIFICATE: Please complete and sign below.

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

Payee's name and title (type or print) John S. Quincy President Daytime telephone no. 916-368-9181

Payee's signature  Date 12/17/12