

Meeting Date: 9/10/2013

Report Type: Review

Report ID: 2013-00637

Title: (Agreement/Contract Review and Information) Agreement: Sacramento Intermodal Transportation Facility Phase 2 – Construction Management Services

Location: District 3

Issue: Resolution No. 2013-0367 (Council Rules of Procedure) requires additional posting time for labor agreements and agreements greater than \$1,000,000. The Construction Management Services agreement will provide the City effective representation during the Pre-Construction phase and Construction phase of the project and perform administrative tasks related to the project.

Recommendation: Review report: 1) awarding a contract to Vali Cooper & Associates, Inc. for an amount not to exceed \$1,724,672 for Construction Management Services for Phase 2 of the Sacramento Valley Station Intermodal project – the rehabilitation of the historic train depot; and 2) and continuing to September 17, 2013, for approval.

Contact: Gregory Taylor, Urban Design Manager, (916) 808-7481; Jerry Way, Director of Public Works, (916) 808-7100; Department of Public Works

Presenter: None

Department: Public Works Department

Division: Planning & Policy

Dept ID: 15001041

Attachments:

1-Description/Analysis

2-Background

3-Contract (Vali Copper and Associates)

City Attorney Review

Approved as to Form
Gerald Hicks
9/3/2013 3:13:42 PM

City Treasurer Review

Reviewed for Impact on Cash and Debt
John Colville
8/26/2013 9:40:45 AM

Approvals/Acknowledgements

Department Director or Designee: Jerry Way - 8/28/2013 5:44:13 PM

Description/Analysis

Issue: This agreement authorizes professional services for Construction Management by Vali Cooper & Associates, Inc. for the Sacramento Valley Station Phase 2 Intermodal project during Pre-Construction and Construction phases to assist staff in the administration of the construction contract and as the City's representative during the pre-construction and construction phases of the project.

Policy Considerations: The action requested herein is consistent with the City of Sacramento General Plan goals to improve system connectivity and promote economic and infill development.

Environmental Considerations:

California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA): The Federal Highway Administration (FHWA), in consultation with other federal agencies, including the Federal Railroad Administration (FRA), completed an environmental assessment of the entire Intermodal project (Phases 1-3), consistent with NEPA. FHWA determined that the project would not have a significant effect on the environment and accordingly issued a Finding of No Significant Impact (FONSI) in August 2009. The City also entered into a Section 106 Programmatic Agreement regarding treatment of cultural resources with Caltrans and pertinent state and federal agencies. FHWA authorized the City to proceed with implementation of the project, based in part on the conclusion that NEPA had been satisfied. Changes in the design since that time warrant additional review. FRA has indicated that these additional design features may be eligible for an FRA categorical exclusion (CE), which covers the maintenance of existing railroad equipment; track and bridge structures; electrification, communication, signaling, or security facilities; stations; maintenance-of-way and maintenance-of-equipment bases; and other existing railroad-related facilities. The City is in the process of submitting a request for the CE. CEQA review was completed for the track relocation activities (Phase 1) and improvement to the Depot (Phase 2). In June 2009, the City Council approved a Mitigated Negative Declaration and a Notice of Determination was filed.

Sustainability Considerations: The Sacramento Intermodal Transportation Facility (SITF) projects will provide various

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

Other: None.

Commission/Committee Action: None.

Rationale for Recommendation: Vali Cooper Associates, Inc. was determined to be the most qualified firm for this work based on technical qualifications. Their proposed team has extensive experience managing work in the field, monitoring budget and work progress and with procedures required by federally funded construction projects. Beyond others, they demonstrated better understanding and capability to work proactively and collaboratively with contractors, transportation operators and other concurrent projects. Also, they understood the importance of keeping tenants, site users and the public informed about the project.

Financial Considerations: The current budget for all the intermodal projects that are currently funded is approximately \$198 million, consisting of federal, state, and local funding. Approximately \$39.6 million is currently unobligated. In almost all cases, grant funding is restricted to specific activities for the Intermodal Project. For the Intermodal Phase 2 (Sacramento Valley Station) Project, the estimated total cost for design and construction is estimated at \$34 million. It is anticipated that construction management costs will be \$1,724,672. There is currently sufficient unobligated funding to execute the Agreement for this amount with Vali Cooper & Associates, Inc., execute the future construction contract, and complete construction of this phase of the project.

Disadvantaged Business Enterprise (DBE): This is a federally-funded project with fund administration involving the Federal Transit Administration. DBE project participation requirements apply and Emerging and Small Business Development (ESBD) rules are held in abeyance. The contract award will comply with all federal DBE participation requirements. Vali Cooper & Associates, Inc. has pledged to meet the Federal Transit Administration DBE project participation requirements for this project.

Background

On June 22, 2012, the U.S. Department of Transportation awarded the City of Sacramento a \$15 million TIGER IV Grant (Transportation Investment Generating Economic Recovery – 4th round) for construction of the rehabilitation of the Sacramento Valley Station, which is also known as Phase 2 of the overall SITF. This \$15 million grant is to be matched with \$15 million in Measure A Transportation Sales Tax revenue.

Phase 2 of the SITF project will make improvements to the historic depot and improve station operations. The project includes historic rehabilitation of the building, renovation of the waiting room and restrooms, new building systems, and additional retail and office space and space allocations for Amtrak.

On September 11, 2012, City Council passed a motion authorizing the City Manager to execute a contract for Architectural Design Services (Report No. 2012-00730) with Zimmer Gunsul Frasca Architects LLP, in an amount not to exceed \$3,202,124, for the SITF Phase 2 rehabilitation and upgrade to the Sacramento Valley Station (Depot).

On June 25th, 2013, City Council passed a motion authorizing the City Manager to execute a contract for Design-Assist Services (Report No. 2013-00391) with Rudolph & Sletten, Inc. The current schedule is to complete final construction documents, with the design-assist of Rudolph & Sletten, Inc., to develop the Guaranteed Maximum Price which will be brought to City Council for approval in fall 2013. An earlier requirement to have construction documents completed by June 2013 to comply with the schedule of the City's funding from the federal TIGER IV grant was satisfied with the obligation and acceptance of the grant by the City and Federal Department of Transportation. Construction is to begin in January 2014.

The need for a construction management consulting firm has arisen due to staffing concerns and the complexity of the project.

The City issued a Request for Proposals (RFP) and received submissions from four construction management firms. The firms included (listed alphabetically):

- Consolidated CM
- Jones Lang LaSalle – Project Development Services
- Vali Cooper & Associates, Inc.
- VANIR Construction Management

A Consultant Review Panel, consisting of staff from Community Development Department, Department of Public Works, and the general contractor for the project, shortlisted the following three firms for interviews:

- Consolidated CM
- Vali Cooper & Associates, Inc.
- VANIR Construction Management

The top-ranked firm, Vali Cooper & Associates, Inc., of Sacramento was selected for Council consideration. If City Council approves the contract, the consultant will work with city staff, the design team, and contractor to coordinate the implementation of the project.

Project Scope

The scope of work includes the reconfiguration of spaces to improve passenger flow, functional efficiencies, and space usage. Amenities for passengers and visitors will include a new bicycle services facility to accommodate 100 bikes, a new plaza facility to accommodate dining areas and cafes for passenger convenience, and the installation of modern building systems for heating, cooling, plumbing, electrical, lighting, signage/way-finding and communications. To extend the life of the building, repair of deteriorated elements and the restoration and rehabilitation of historic architectural features are a major component of the work. The building will be enhanced with a comprehensive architectural lighting design to showcase the building's nighttime civic beauty.

Construction Management Scope of Work

The construction management services will include pre-construction design and constructability reviews; construction oversight and coordination; construction administration services; quality assurance materials sampling and testing, and special inspections; and labor compliance. Quality assurance construction inspection will be provided on an as-needed basis.

PROJECT #: T15029040
PROJECT NAME: CM Services Intermodal Phase 2 Sac Valley Station
DEPARTMENT: Public Works
DIVISION: Office of the Director

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 9/17/13, by and between the **CITY OF SACRAMENTO**, a municipal corporation ("CITY"), and

*Vali Cooper & Associates, Inc.
1760 Creekside Oaks Drive, Suite 140
Sacramento, CA 95833
Phone: (916) 925-0952/Fax: (916) 925-0954*

("CONTRACTOR"), who agree as follows:

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

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

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

Executed as of the day and year first above stated.

CITY OF SACRAMENTO
A Municipal Corporation

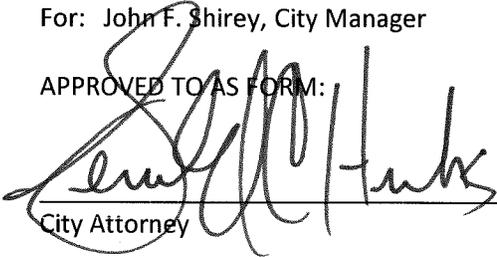
By: _____

Print name: _____

Title: _____

For: John F. Shirey, City Manager

APPROVED TO AS FORM:



 City Attorney

ATTEST:

City Clerk

Attachments

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

CONTRACTOR:

Vali Cooper & Associates, Inc.

NAME OF FIRM

68.0284873

Federal I.D. No.

78.9267895

State I.D. No.

1007708

Sacramento Business Op. Tax Cert. No.

BUSINESS ENTITY (check one):

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



Signature of Authorized Person

John Coombs, C.P.O.
Print Name and Title

Marian Ross
Additional Signature (if required)

Marian Ross, CFO
Print Name and Title

DECLARATION OF COMPLIANCE
Equal Benefits Ordinance

Name of Contractor: Vali Cooper & Associates, Inc.

Address: 1760 Creekside Oaks Drive, Suite 140 Sacramento, CA 95833

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

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

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

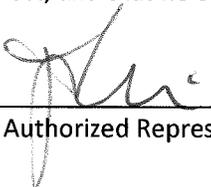
4. Contractor understands that Contractor will not be considered to be discriminating in the provision or application of employee benefits under the following conditions or circumstances:
 - a. If the actual cost of providing a benefit to a domestic partner or spouse exceeds the cost of providing the same benefit to a spouse or domestic partner of an employee, Contractor will not be required to provide the benefit, nor shall it be deemed discriminatory, if Contractor requires the employee to pay the monetary difference in order to provide the benefit to the domestic partner or to the spouse.

- b. If Contractor is unable to provide a certain benefit, despite taking reasonable measures to do so, if Contractor provides the employee with a cash equivalent Contractor will not be deemed to be discriminating in the application of that benefit.
 - c. If Contractor provides employee benefits neither to employee's spouses nor to employee's domestic partners.
 - d. If Contractor provides employee benefits to employees on a basis unrelated to marital or domestic partner status.
 - e. If Contractor submits written evidence of making reasonable efforts to end discrimination in employee benefits by implementing policies that will be enacted before the first effective date after the first open enrollment process following the date this Agreement is executed by the City of Sacramento ("City"). Contractor understands that any delay in the implementation of such policies may not exceed one (1) year from the date this Agreement is executed by the City, and applies only to those employee benefits for which an open enrollment process is applicable.
 - f. Until administrative steps can be taken to incorporate nondiscrimination in employee benefits. The time allotted for these administrative steps will apply only to those employee benefits for which administrative steps are necessary and may not exceed three (3) months from the date this Agreement is executed by the City.
 - g. Until the expiration of a current collective bargaining agreement(s) if employee benefits are governed by such collective bargaining agreement(s).
 - h. Contractor takes all reasonable measures to end discrimination in employee benefits by either requesting that the union(s) involved agree to reopen the agreement(s) in order for Contractor to take whatever steps are necessary to end discrimination in employee benefits or by ending discrimination in employee benefits without reopening the collective bargaining agreement(s).
 - i. In the event Contractor cannot end discrimination in employee benefits despite taking all reasonable measures to do so, Contractor provides a cash equivalent to eligible employees for whom employee benefits are not available. Unless otherwise authorized in writing by the City Manager, Contractor understands this cash equivalent must begin at the time the union(s) refuse to allow the collective bargaining agreement(s) to be reopened or not longer than three (3) months after the date this Agreement is executed by the City.
5. Contractor understands that failure to comply with the provisions of Section 4(a) through 4(i), above, will subject Contractor to possible suspension and/or termination of this Agreement for cause; repayment of any or all of the Agreement amount disbursed by the City; debarment for future agreements until all penalties and restitution have been paid in full and/or for up to two (2) years; and/or the imposition of a penalty, payable to the City, in the sum of \$50.00 for each employee, for each calendar day during which the employee was discriminated against in violation of the provisions of the Ordinance.
6. Contractor understands and agrees to provide notice to each current employee and, within ten (10) days of hire, to each new employee, of their rights under the Ordinance. Contractor further agrees to

maintain a copy of each such letter provided, in an appropriate file for inspection by authorized representatives of the City. Contractor also agrees to prominently display a poster informing each employee of these rights.

7. Contractor understands that Contractor has the right to request a waiver of, or exemption from, the provisions of the Ordinance by submitting a written request to the City's Procurement Services Division prior to Agreement award, which request shall identify the provision(s) of the Ordinance authorizing such waiver or exemption and the factual basis for such waiver or exemption. The City shall determine in its sole discretion whether to approve any such request.
8. Contractor agrees to defend, indemnify and hold harmless, the City, its officers and employees, against any claims, actions, damages, costs (including reasonable attorney fees), or other liabilities of any kind arising from any violation of the Requirements or of the Ordinance by Contractor.

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



Signature of Authorized Representative

8-27-13

Date

John Collins

Print Name

D.O.O.

Title

EXHIBIT A

PROFESSIONAL SERVICES AGREEMENT FOR DESIGN PROFESSIONALS

SCOPE OF SERVICES

1. Representatives.

The CITY Representative for this Agreement is:

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

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

The CONTRACTOR Representative for this Agreement is:

*Hank Doll
Vali Cooper & Associates, Inc.
1760 Creekside Oaks Drive, Suite 140
Sacramento, CA 95833 Phone/Fax
Phone: (916) 925-0952/Fax: (916) 925-0954*

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

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

3. Conflict of Interest Requirements.

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

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

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

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

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

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

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

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

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

4. Scope of Services.

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

5. Time of Performance. The services described herein shall be provided through **June 30, 2016**

ATTACHMENT 1 TO EXHIBIT A

Construction Management Duties

Typical duties to be performed by Consultant personnel will include but not be limited to the following:

A. General Construction Management (Note the skills listed in this section are particularly important for Project's lead construction management staff)

1. Coordinate oversight of all activities related to the construction of the project and maintain close liaison with the City Project Manager; establish delegated decisions to be made by consultant Construction Manager and decisions reserved to be made by the City Project Manager.
2. Provide leadership on the project including, but not limited to, working proactively to foresee issues in advance and manage risks to schedule, budget, phasing, constructability, project delivery, etc.; prioritize resolution of issues and results; represent City interests with knowledge of City policy and standards; serve as mediator between conflicting interests as needed to find positive outcome for project; demonstrate thorough knowledge of project construction documents, contracts, on-site conditions, etc; and exhibit in-depth knowledge of construction practices and methodologies.
3. Coordinate and work with Contractor to insure that throughout the Project critical issues are addressed and resolved regarding site coordination and construction activities. Critical items include site parking and circulation and use of areas for project, providing connections to and from building to transportation services and adjacent areas; keeping the building functional amidst construction, testing, sequence of work and moves; and, managing information about the project and its changing conditions. As conflicts arise, take lead to address and close them, whether they are in drawings, with operators and operators, conflicting codes, alternatives and substitutions, with Contractor; with other site projects, etc.
4. Serve as City's representative working with other City consultants, funding agencies and others regarding project construction and implementation.
5. Advise City regarding short and long range implications of construction for operation and maintenance and asset management

B. Communications and Coordination among Transportation Operators, Site Users, Tenants, Public and Other Construction Projects

1. Coordinate regularly with the City's Public Information Office, transportation operators, adjacent projects and other City and agency representatives regarding status of construction; information on project, etc.
2. Conduct tours as requested; obtain permits, badges and access requests in advance
3. Coordinate with the City's Project Manager, Public Information Office, transportation operators, and other City and agency representatives regarding any developments that may affect transit services in operation or delay of work. Address public concerns, including passenger and

surrounding residential and business community issues. Keep parties aware of situations, actions and timelines as needed.

4. During pre-construction and construction coordinate with building tenants and Contractor to develop plans for changes, interruptions, relocations. Determine the reasonable extent to which taking different parties' concerns can be taken into account. Provide information on the alternate plans as changes occur.

C. Pre-Construction Activities

1. Participate in pre-construction design and planning sessions, project approval and review meetings and in constructability and schedule reviews with Contractor, City departments and others.
2. Conduct pre-construction meeting with Contractor, subcontractors and other project personnel.
3. Review contract documents, including specifications and estimates. Provide value engineering and other recommendations.
4. Review project work plan as prepared during design phase and Contractor's schedule and provide recommendations.
5. Identify permits required and other approvals with and track them, particularly with respect to timing and coordination.
6. Review environmental documents and mitigation measures, included in , National Environmental Policy Act (NEPA) and California Environmental Quality Act (CEQA) documentation ,and stipulations of the Project's Programmatic Agreement for Cultural Resources (PA) for elements related to construction and post-construction activities.
7. Review all construction specification and site development plans to verify that areas to be preserved or protected during construction are clearly shown on the plans and are understood by Contractor.
8. Coordinate with Contractor on conducting site inspections; pre-construction inventories, surveys, measurements, documentation; establish existing base conditions for project. etc.
9. Track project compliance and required agency notification throughout construction for all permit, NEPA, CEQA and PA construction-related mitigation measures and provide regulatory agency liaisons as required including contact with agencies such as State Historic Preservation Office (SHPO) and State Department of Toxic Substance Control (DTSC).

D. Construction Services

1. Provide continuous on-site construction management, including conducting regular field visits; and construction monitoring duties , such as but not limited to construction-engineering/quantity calculations, and tracking daily work tickets/tags. Coordinate to insure timely and adequate materials sampling and testing and construction surveying.

2. Coordinate, review and approve the Contractor's proposed schedule for completion of the project, and any schedule updates.
3. Conduct regular job-site progress meetings and hold other meetings as needed to discuss such matters as procedures, progress, problems, and scheduling. Prepare and promptly distribute minutes.
4. Serve as conduit to and from Contractor. Manage coordinate, document and ensure timely completion/approvals in response to all submittals, Requests for Information (RFIs), shop drawings, samples, mock-ups, substitutions, alternates etc. Distribution shall include electronic system or other means as appropriate, coordinate comments, provide aggregated, coordinated response to Contractor, maintain logs and files etc.
5. Review and evaluate all proposed change orders, advise City as to the appropriateness, effect on time and cost; perform independent estimates of proposed change order work when necessary or when directed by the City. Negotiate change orders and recommend approval or denial to the City.
6. Facilitate review by the Architect or engineers of contractor-submitted questions or product information. Review all direction provided by the architectural team. Insure unanticipated work is not directed, direction is acceptable to City and CM and work is coordinated. Ensure consultants, architects and city staffs respond within contract time frames on submittals.
7. Investigate and troubleshoot design, installation, coordination and other problems. Coordinate with Contractor to minimize disruption to service and operations. Advise City Project Manager on implications, risks, etc.
8. Maintain RFI, submittal and change order logs.
9. Perform periodic videotaping and digital photography of the progress of the project, all non-compliance issues and any other site condition or situation requested by City or deemed worthy of documentation.
10. Manage contact with Sacramento Building and Fire Departments as required regarding permits, construction, code interpretation, etc.; resolve and document issues.
11. Receive contractor progress pay requests, review for accuracy (amount due, certified payroll, appropriate rates, compliance with all State and Federal regulations, certified payroll records requirements, etc.) and circulate to City for processing for payment. .
12. Ensure adequate inspection coverage for code, quality assurance and special inspections as required. Supplement with consultant inspectors that have appropriate professional qualifications as required. Coordinate and oversee project inspection activities to conform to plans and specifications, note deficiencies and recommend any special testing or studies needed.
13. Insure that all inspectors perform duties that include maintaining daily on-site project logs and as-built schedule report; preparing daily reports of observations and activities and securing the general contractor's daily log reports

14. Maintain detailed and well-organized project documentation in a site office and library that shall contain all project documents, drawings, contract change orders, contractor submittals, shop drawings and related correspondence in electronic and hard copy forms.
15. Maintain in an "as current" basis, a record copy of all contracts, drawings, specifications, addenda, change orders and other modifications, in good order and marked to record all changes made during construction.
16. Provide changes to Architect to use in preparation of record drawings.
17. Maintain binders of job records in accordance with federal project administration standards or Caltrans standards.
18. Maintain records suitable for audit documentation. Provide materials and back-up that would meet audit standards.
19. Arrange for delivery, storage, protection and security for City purchased materials, systems and equipment that are part of the project until such items are incorporated in to the project.
20. Coordinate items furnished by others and arrange for their incorporation into the project.
21. Arrange for verification of items to be furnished by contractors that are stored remotely.
22. Monitor and endeavor to ensure the establishment and implementation of appropriate safety programs by Contractor. Note safety issues to Contractor.
23. Monitor contractor and subcontractor regarding compliance with prevailing wage rate and Disadvantage Business Enterprise Programs requirements
24. Monitor Buy American provisions and notify City and Contractor of issues.
25. Coordinate with LEED measures, documentation and commissioning, etc.
26. Perform labor compliance tasks including labor interviews, verifying certified payrolls, subcontractors' utilization and Disadvantage Business Effort (DBE) program provisions.
27. Coordinate Historic preservation provisions, including consultation with City Preservation staff, SHPO and Contractor and subconsultants.
28. Provide quick response time for incidents that may arise in the field (closure of areas, water intrusion, spill incidents, BMP failure, discovery of materials of concern, etc.). Handle environmental health issues.
29. Coordinate any additional environmental or other studies that may be required as a result of unexpected occurrences. Be available to provide quick response time for incidents that may arise in the field.
30. Provide storm water support throughout construction including, but not limited to: review of contractors SWPPP; monthly SWPPP inspections and identification of correction actions.

31. Track project compliance and required agency notification throughout construction for all permit and CEQA construction-related mitigation measures and provide regulatory agency liaison
32. Provide storm water support to the Construction Manager throughout construction including, but not limited to: review of contractors SWPPP; monthly SWPPP inspections and identification of correction actions
33. If needed to supplement services provided by City staff and other consultants, provide quality assurance inspection services, for the project.
34. Provide quality assurance materials sampling and testing and independent assurance verification as needed on the project.
35. Provide special testing and inspections and review required submittals as noted on Sheet S0.02 in the contract documents. Also, provide inspection of new roof membrane.
36. Provide other technical and administrative management services for the project to ensure that work complies with project plans, specifications, permits and agreements plan standards, codes, specification and design instruction

E. Construction Completion and Closeout

1. Compile detailed punch lists, including lists for the various phases of acceptance of project.
2. Coordinate closeout procedures. Monitor Contractor's and Architect's progress to finalize all project records, complete and correct as-builts and other documentation required.
3. Oversee the complete performance of all punchlist items and final clean-up before contractor moves from site or from portion of completed work that will be occupied.
4. Process and distribute the operation and maintenance manuals, keys or other items related to close out.
5. Coordinate warranty process, including any phased warranties.
6. Administer post-construction training of maintenance, custodial, operations and grounds staff for all new equipments, systems and finish materials.
7. Obtain from contractor all record (as built) drawings, operation and maintenance materials, extra stock or unused materials; contract required documents, lien releases and written warranties. Review and circulate to City for final acceptance.
8. Coordinate final testing, documentation and regulatory inspections.
9. Advise on substantial and final completion and liquidated damages.
10. Advise on final payment.
11. Provide City with complete project documentation for permanent records/ storage.

12. Evaluate any contractor claims; negotiate and resolve claim issues.
13. Coordinate all move-in activities and setup of furniture, fixtures and equipment that are part of project.
14. Establish a warranty process and schedule six (6) months and eleven (11) months warranty walks.
15. Coordinate with Contractor on conducting post-construction inventories, surveys, measurements, documentation that reflects impacts or finished work for project (particularly for those items that pre-construction surveys were conducted) and report on changes due to project.
16. Provide actual DBE utilizations on project and complete final forms for DBE monitoring.

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 **\$1,724,672.00**.
2. **Billable Rates.** CONTRACTOR shall be paid for the performance of Services on an hourly rate, daily rate, flat fee, lump sum or other basis, as set forth in Attachment 1 to Exhibit B, attached hereto and incorporated herein.
3. **CONTRACTOR's Reimbursable Expenses.** Reimbursable Expenses shall be limited to actual expenditures of CONTRACTOR for expenses that are necessary for the proper completion of the Services and shall only be payable if specifically authorized in advance by CITY.
4. **Payments to CONTRACTOR.**
 - A. Payments to CONTRACTOR shall be made within a reasonable time after receipt of CONTRACTOR's invoice, said payments to be made in proportion to services performed or as otherwise specified in Attachment 1 to Exhibit B. CONTRACTOR may request payment on a monthly basis. CONTRACTOR shall be responsible for the cost of supplying all documentation necessary to verify the monthly billings to the satisfaction of CITY.
 - B. All invoices submitted by CONTRACTOR shall contain the following information:
 - (1) Job Name
 - (2) Description of services billed under this invoice, and overall status of project
 - (3) Date of Invoice Issuance
 - (4) Sequential Invoice Number
 - (5) CITY's Purchase Order Number
 - (6) Total Contract Amount
 - (7) Amount of this Invoice (Itemize all Reimbursable Expenses)
 - (8) Total Billed to Date
 - (9) Total Remaining on Contract
 - (10) Updated project schedule. This shall identify those steps that shall be taken to bring the project back on schedule if it is behind schedule.
 - C. Items shall be separated into Services and Reimbursable Expenses. Billings that do not conform to the format outlined above shall be returned to CONTRACTOR for correction. CITY shall not be responsible for delays in payment to CONTRACTOR resulting from CONTRACTOR's failure to comply with the invoice format described below.

D. Requests for payment shall be sent to:

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

5. **Additional Services.** Additional Services are those services related to the scope of services of CONTRACTOR set forth in Exhibit A but not anticipated at the time of execution of this Agreement. Additional Services shall be provided only when a Supplemental Agreement authorizing such Additional Services is approved by CITY in accordance with CITY's Supplemental Agreement procedures. CITY reserves the right to perform any Additional Services with its own staff or to retain other consultants to perform said Additional Services.

6. **Accounting Records of CONTRACTOR.** During performance of this Agreement and for a period of three (3) years after completing all Services and Additional Services hereunder, CONTRACTOR shall maintain all accounting and financial records related to this Agreement, including, but not limited to, records of CONTRACTOR's costs for all Services and Additional Services performed under this Agreement and records of CONTRACTOR's Reimbursable Expenses, in accordance with generally accepted accounting practices, and shall keep and make such records available for inspection and audit by representatives of the CITY upon reasonable written notice.

7. **Taxes.** CONTRACTOR shall pay, when and as due, any and all taxes incurred as a result of CONTRACTOR's compensation hereunder, including estimated taxes, and shall provide CITY with proof of such payment upon request. CONTRACTOR hereby agrees to indemnify CITY for any claims, losses, costs, fees, liabilities, damages or injuries suffered by CITY arising out of CONTRACTOR's breach of this Section 7.

By signing here, you agree to the terms below, and attest that all information is accurate and true.



Contractor/Subcontractor or Project Manager Signature
(type/print name here)

Fringe Benefit % + *Overhead % = Combined %
139.57% 139.57%

FEE % (not to exceed 10): 10.00%
[Actual Base Rate + (Actual Base Rate x Combined%)] = A A x Fee% = B A + B = Flat Hourly Billing Rate

	Classification	Name	Actual Base Rate reference only (does not include any fringe or OH) ***The Negotiated Flat Hourly Rate is equal to or lower than this rate multiplied by the combined% and the	Negotiated Flat Hourly Billing Rate	Negotiated Flat Hourly Billing Rate for OT (1.5X)	Negotiated Flat Hourly Billing Rate for OT (2x)
Staff	Construction Project Manager	Hank Doll (Exempt)	\$70.20	\$185.00	N/A	N/A
	Resident Engineer	Kelly Meilbrecht (non-exempt)	\$58.83	\$155.00	N/A	N/A
	Office Engineer	Steve Matranga (non-exempt)	\$48.58	\$128.00	N/A	N/A
	Inspector	non-exempt	\$58.50	\$133.00	\$155.00	\$176.00
Other Direct Costs (ODC)	Description	Rate	Units	Total		
	Office supplies, printing, postage	At Cost		\$6,800.00		
	Estimated Total ODC Amount:				\$6,800.00	

1. Parking, tolls and local transportation costs resulting from commuting to and from the employee's residence to the job site are not reimbursable.
2. The Project will not reimburse the Consultant for costs to relocate its staff to the geographic area of the contract. The Project will not reimburse the Consultant for any per diem.
3. ODC items are in compliance with CFR, Chapter 1, Part 31 (FAR cost principles) and are consistent with the firm's company-wide allocation policies and charging practices with all clients including federal government, state government, local agencies and private clients.
4. List all Professional and Supervisory staff by Classification and Name. For Techs, Interns and Clerical Staff not listed by name, a current payroll document identifying their hourly rate shall be provided with every invoice that they are billing time to. The billing rates for all employees will be calculated and reimbursed based on their actual hourly rates per the date noted above. Hourly rates for new employees hired after the date of this cost proposal will not exceed (or shall be in line with) the rates of similar personnel listed on this cost proposal having similar experience.
5. The employees' actual hourly rates used to negotiate the flat hourly billing rates in this 10-H Form are the rates that were effective per the date noted above. Addition of new staff or addition of a sub-consultant not previously listed on the approved 10-H Form(s) shall require an executed supplement and a Notice to Proceed issued by the City Project Manager, prior to work commencing.
6. The flat invoiced rate shall be all-inclusive, including all mark-ups, surcharges and all overhead expenses.
7. Hourly rates include all standard equipment including laptop, camera, cell phone, truck, standard personal safety equipment. The Owner's contract manager shall approve any other direct costs.
8. Note employees/classifications that are subject to prevailing wage requirements with an asterisk (*). Prevailing Wage specified is based on current DIR determination. Any future DIR escalation of prevailing wage rate will be reflected in the loaded rates.
9. * Overtime is only paid to classifications where it is required by their union contracts (Prevailing Wage classifications). Overtime will not be charged unless specifically approved by Prime Consultant and Owner's Project Manager. Consultant shall pay prevailing wage employees per prevailing wage guidelines. For more information on applicable prevailing wages, please visit the following website: <https://www.dir.ca.gov/OPRL/PWD/>

Original

DCM Group

10-H RATE SHEET

07/03/13

Intermodal Phase 2-Sacramento Valley Station

T15029040

By signing here, you agree to the terms below, and attest that all information is accurate and true.

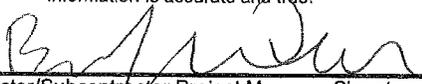
Contractor/Subcontractor Project Manager Signature
(type/print name here)

Victoria Castañeda, Principal

Fringe Benefit %		+	*Overhead %		=	Combined %	
28.00%			40.00%			68.00%	
FEE % (not to exceed 10):			10.00%				
[Actual Base Rate + (Actual Base Rate x Combined%)] = A			A x Fee% = B			A + B = Flat Hourly Billing Rate	
	Classification		Name			Actual Base Rate For Reference Only (Does not include any fringe or OH)	Negotiated Flat Hourly Billing Rate
Staff	Project Manager		Victoria Castañeda			\$66.95	\$123.72
	Lead Compliance Officer		Lindsey Kerfeld			\$50.98	\$94.21
	Contract Analyst		John Miles			\$23.37	\$43.19
	Contract Analyst		Trevor Holt			\$23.37	\$43.19
	Contract Analyst		Cheri Beck			\$23.37	\$43.19
Other Direct Costs (ODC)	Description		Rate			Units	Total
	Estimated Total ODC Amount:						

1. Parking, tolls and local transportation costs resulting from commuting to and from the employee's residence to the job site are not
2. The Project will not reimburse the Consultant for costs to relocate its staff to the geographic area of the contract. The Project will not reimburse the Consultant for any per diem.
3. ODC items are in compliance with CFR, Chapter 1, Part 31 (FAR cost principles) and are consistent with the firm's company-wide allocation policies and charging practices with all clients including federal government, state government, local agencies and private clients.
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9. * Overtime is only paid to classifications where it is required by their union contracts (Prevailing Wage classifications). Overtime will not be charged unless specifically approved by Prime Consultant and Owner's Project Manager. Consultant shall pay prevailing wage employees per prevailing wage guidelines. For more information on applicable prevailing wages, please visit the following website:
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By signing here, you agree to the terms below, and attest that all information is accurate and true.



Contractor/Subcontractor Project Manager Signature 8/23/13
(type/print name here)

Fringe Benefit %		+	*Overhead %	=	Combined %
65.39%			38.00%		103.39%
FEE % (not to exceed 10):			6.00%		
[Actual Base Rate + (Actual Base Rate x Combined%)] = A			A x Fee% = B		A + B = Flat Hourly Billing Rate
Staff	Classification	Name		Actual Base Rate For Reference Only (Does not include any fringe or OH)	Negotiated Flat Hourly Billing Rate
	Principal-in-Charge	Patrick Greenan, PE		\$80.00	\$172.47
	Project Manager	Bradford Quon, GE		\$70.00	\$150.92
	Group 2 Inspector*			\$39.06	\$84.21
	Group 3 Inspector*			\$32.92	\$70.97
					\$0.00
Other Direct Costs (ODC)	Description	Rate	Units	Total	
	Testing/Engineering Fees	Per Fee Schedule		\$15,965.00	
	Equipment Charge	Per Fee Schedule		\$0.00	
	Estimated Total ODC Amount:				\$15,965.00

1. Parking, tolls and local transportation costs resulting from commuting to and from the employee's residence to the job site are not reimbursable.
2. The Project will not reimburse the Consultant for costs to relocate its staff to the geographic area of the contract. The Project will not reimburse the Consultant for any per diem.
3. ODC items are in compliance with CFR, Chapter 1, Part 31 (FAR cost principles) and are consistent with the firm's company-wide allocation policies and charging practices with all clients including federal government, state government, local agencies and private clients.
4. List all Professional and Supervisory staff by Classification and Name. For Techs, Interns and Clerical Staff not listed by name, a current payroll document identifying their hourly rate shall be provided with every invoice that they are billing time to. The billing rates for all employees will be calculated and reimbursed based on their actual hourly rates per the date noted above. Hourly rates for new employees hired after the date of this cost proposal will not exceed (or shall be in line with) the rates of similar personnel listed on this cost proposal having similar experience.
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DATE: 07/03/13
PROPOSAL No.: P8185
PROJECT: SACRAMENTO VALLEY STATION - INTERMODAL PHASE II
LOCATION: SACRAMENTO, CA

ITEM: I ONSITE TESTING & INSPECTIONS	ESTIMATED DAYS	ESTIMATED HOURS	UNIT PRICE	ESTIMATED TOTAL
CONCRETE (Includes Rebar)				
FOOTINGS/GRADE BEAMS	10	8	\$84.21	\$6,737
WALLS & COLUMNS	10	8	\$84.21	\$6,737
SLAB ON GRADE	5	8	\$84.21	\$3,368
METAL DECK POURS	5	8	\$84.21	\$3,368
CONCRETE PAVEMENT	5	8	\$84.21	\$3,368
SIDEWALKS	5	8	\$84.21	\$3,368
SHOTCRETE	5	8	\$84.21	\$3,368
PRECON PANEL CORING (1 PERSON)	1	8	\$160	\$1,280
EPOXY BOLTS/PROOF LOAD	10	4	\$84.21	\$3,368
FIREPROOFING	8	4	\$84.21	\$2,695
FIELD WELDING	10	8	\$84.21	\$6,737
EARTHWORK/COMPACTION - Building Pad	5	8	\$84.21	\$3,368
EARTHWORK/COMPACTION - Sitework				
UTILITY TRENCH BACKFILL	8	8	\$84.21	\$5,389
SITWORK SUBGRADE AND BASEROCK	8	8	\$84.21	\$5,389
PAVEMENT SUBGRADE	5	8	\$84.21	\$3,368
PAVEMENT BASEROCK	5	8	\$84.21	\$3,368
FOOTING INSPECTIONS BY ENGINEER	10	8	\$150.92	\$12,074
Preliminary Sub-Total of On-Site Testing & Inspection (approx.)				\$77,533

ITEM: II OFFSITE TESTING & INSPECTIONS	ESTIMATED DAYS	ESTIMATED HOURS	UNIT PRICE	ESTIMATED TOTAL
STEEL SHOP DAY *	9	8	\$84.21	\$6,063
Preliminary Sub-Total of Off-Site Testing & Inspection (approx.)				\$6,063

ITEM: III LABORATORY TESTING & ENGINEERING	ESTIMATED UNITS/HOURS	UNIT PRICE	ESTIMATED TOTAL
CONCRETE COMPRESSION TESTS	160	\$25	\$4,000
SHOTCRETE CORES	10	\$60	\$600
REBAR TENSILE/BEND TESTS	3	\$210	\$630
FIREPROOFING DENSITY	12	\$105	\$1,260
NON SHRINK GROUT	6	\$35	\$210
ANCHOR BOLT TENSION TEST	5	\$100	\$500
COMPACTION CURVES	5	\$250	\$1,250
SIEVE ANALYSIS WITH -200 WASH (ASTM C 136 OR D 422)	4	\$200	\$800
SAND EQUIVALENT	4	\$95	\$380
DURABILITY INDEX	4	\$285	\$1,140
R-VALUE	4	\$300	\$1,200
ATTERBERG LIMITS (ASTM D 4318)	1	\$195	\$195
ASPHALT MAX THEORETICAL DENSITY (ASTM D 2041)	1	\$205	\$205
SAMPLE PICK-UPS	219	\$5	\$1,095
WPS REVIEW	2	\$200	\$400
MIX DESIGNS	4	\$200	\$800
NOZZLEMAN QUALS (INCLUDES CORES AND LETTER)	3	\$150	\$450
FINAL LETTER	1	\$200	\$200
GEOTECHNICAL ENGINEER OF RECORD REVIEW	1	\$200	\$200
GEOTECHNICAL ENGINEER FIELD SUPERVISION	1	\$200	\$200
FINAL LETTER - GEOTECHNICAL	1	\$250	\$250
Preliminary Sub-Total of Laboratory Testing & Engineering (approx.)			\$15,965

Total Preliminary Estimated Fees | \$99,381

* Steel shop price based on work being done in Northern California in one shop and one shift. If work is performed at night a 12.5% differential will be charged.
 No contingency is budgeted by CTS for uncontrollable overtime, union or prevailing wage increases and unforeseen requirements that may arise in the specifications, as well as for work over the estimated hours. Owner should budget appropriate amount for budgetary purposes.
 Estimate based on plans by Zimmer Gunsul Frasca Architects, LLP, dated 3/14/13 (60% submittal). No construction schedule was available at the time this estimate was prepared.
 Estimate includes portal to portal for nuclear gauge transport and storage from laboratory per CA Dept of Radiologic Health requirements.



**2013 FEE SCHEDULE – P8185 7/3/13
PERSONNEL FEES AND BASIS OF CHARGES
INSPECTIONS, ENGINEERING & SPECIAL SERVICES**

	Standard Rate/Hour	Discounted Rate/Hour
* FIELD INSPECTION AND LABORATORY SERVICE		
Steel	\$125.00	\$84.21
Nondestructive - UT, MT, PT	\$125.00	\$84.21
Steel Visual/UT Combination	\$125.00	\$84.21
Concrete ACI	\$125.00	\$70.97
Concrete ICC	\$125.00	\$84.21
Pre-stressed Concrete	\$125.00	\$84.21
Masonry	\$125.00	\$84.21
Soil Technician w/Nuclear Gauge and/or Sand Cone (<i>portal-to-portal</i>)	\$125.00	\$84.21
Roofing & Waterproofing	\$125.00	
Specialty Inspector/where formal certification is required	\$125.00	
Field Inspector with Special Enhancement	\$125.00	
Laboratory Technician	\$125.00	
Technician Typist	\$125.00	
**PROFESSIONAL ENGINEERING SERVICES		
Principal Engineer (Civil-Structural)	\$250.00	\$175.47
Geotechnical Engineer	\$200.00	
Consulting Engineer (Civil-Structural)	\$160.00	
Associate Engineer, Licensed	\$160.00	
Project Manager	\$160.00	\$150.92
Staff Engineer	\$130.00	
Field Supervision	\$120.00	
ASNT Level III	\$150.00	
Drafting	\$110.00	
Quality Control Manager	QOR	
SPECIAL SERVICES		
Portable and mobile laboratories, NDT and Soils	QOR	
* Insert Pull-Out Testing (including normal equipment)	\$120.00	
* Coring, 1 Person (including equipment)	\$160.00	
* Coring, 2 Persons (including equipment)	\$210.00	
Project Research	QOR	
Ultrasonic Testing for Non-Metallic Materials	QOR	
Pavement Rehabilitation Analysis using Deflections	QOR	
Roof Moisture Survey	QOR	
Soil Drilling Equipment	QOR	
Geotechnical Site Investigations/Foundation Reports	QOR	
Pachometer, Schmidt Hammer, Windsor Probe	\$150.00	
Floor Flatness Testing FfFI - Equipment Fee \$100/Day	\$150.00	
Slab Moisture Testing - \$30/kit	\$150.00	
Ferrosan - Equipment Fee \$100/day	\$150.00	
GPR - Equipment Fee \$100/day	\$295.00	
Administration, Secretarial, Special Projects, Notary, Certified Payroll	\$75.00	
Concrete/Grout/Mortar Mix Design Review (less than 48 hours notice - \$500)	\$250.00	\$200.00
Welding Procedure Review (less than 48 hours notice - \$500)	\$250.00	\$200.00
Welder Qualification Test	\$150.00	
Geotechnical Pad Letter (less than 48 hours notice - \$500)	\$250.00	
Final Letter, each (less than 48 hours notice - \$500)	\$250.00	\$200.00
EXPERT WITNESS TESTIMONY		
Court appearance, per day	\$1,160.00	
Court appearance, per half day	\$860.00	

* Field inspection services will be billed in accordance with minimums shown on Basis of Charges.

**Professional engineering services and laboratory technician services will be billed at actual time.



BASIS OF CHARGES

GENERAL

Fees for tests and inspection include cost of technician, normal equipment and regular reports. Engineering services other than supervisory will be charged at applicable rates. Soils testing with nuclear gauge and/or sand cone equipment may require applicable travel and mileage charges for equipment transport and storage per code. Fees for special projects, services overseas, or elsewhere in the United States, will be quoted on request. With prior notification to Client, charges are subject to change at any time. Construction Testing Services reserves the right to adjust the rates quoted in this contract based upon any Union or prevailing wage increases and/or changes in any industry requirements.

MINIMUM HOURLY CHARGES – INSPECTION

Technician personnel and the following minimum charges are contractual commitment:

One-half day or less	4 Hours
Over one-half day	8 Hours
Show-up time (less than 2 hours notice = 4 hour charge)	2 Hours

WORKING HOURS AND PREMIUM TIME

Regular workday is the first 8 hours between 6:00 am and 6:00 pm Monday through Friday. Premium time is as follows:

Overtime, Weekdays and Saturdays (first 8 hours)	1.5 x quoted hourly rate
Overtime Saturdays (over 8 hours) and Sundays (first 8 hours)	2 x quoted hourly rate
Overtime Sundays (over 8 hours) and Holidays	3 x quoted hourly rate
Shift differential, swing and graveyard - (Work performed between 2:00 pm and 4:00 am)	12.5%/hour additional to base or quoted rate.

MISCELLANEOUS CHARGES - Only Where Applicable

Facsimile charges. Plus 1.00/page (n/c for cover page)	\$5.00 minimum
Parking Fees	At Cost
Air Travel	Cost Plus 5%
Outside Services	Cost Plus 20%
Subsistence (per union contract)	\$85.00/day
Mileage	Standard Federal Rate
Project Management & Administration	5% of Monthly Invoice Included in Rates
Samples Made by Others: Concrete Cylinders	\$100 + Test
Samples Made by Others: All Other Tests	\$40 + Test
Returned Check Fee	\$100

TESTS

Testing fees shown include normal time for performing test. Samples requiring special preparation will be charged at the laboratory technician rate. Fees for tests not listed will be quoted upon request. There will be a minimum charge of \$100.00 for any engineering report. Please note some tests may be tested by subconsultants.

INSURANCE

For the waiver of subrogation if required by client, a 2% CTS administrative fee will be added to all gross billings/revenue in addition to the 3% fee from State Fund.

PAYMENT

Invoices will be submitted monthly or bimonthly for services performed during the preceding month and are payable on receipt. Interest of 1.5% per month (but not exceeding the maximum rate allowable by law) will be payable on any amounts not paid within 30 days, payment thereafter to be applied first to accrued interest and then to the principle unpaid amount. Attorney's fees or other costs incurred in collecting any delinquent amount shall be paid by client. Visa, MasterCard and American Express payments are accepted however fees will apply. Visa and MasterCard payments require an additional 3% on top of the amount of the invoice being paid. American Express payments require an additional 4% on top of the amount of the invoice being paid.



CONCRETE AND MASONRY TESTS

		Standard Rate/Each	Discounted Rate/Each
PORTLAND CEMENT CONCRETE			
Compression test. 6" x 12" cylinder (including mold)	ASTM C-39	\$55.00	\$25.00
Compression test. 4" x 8" cylinder (including mold)	ASTM C-39	\$55.00	
Cylinder molds. 6" x 12"	ASTM C-470	\$45.00	
Cylinders stored and cured. not tested (including mold)		\$45.00	
Compression test. Shotcrete (including sample prep)		\$60.00	
Compression test. Cores	ASTM C-42	\$65.00	
Lightweight insulating concrete. 3" x 6" cylinders	ASTM C-495		
Compression test, including mold		\$65.00	
Unit Weight test, including mold		\$65.00	
Flexural test, 6" x 6" x 18"	ASTM C-78	\$210.00	
Splitting tensile test, 6" x 12" cylinder	ASTM C-495	\$160.00	
Unit Weight, concrete cylinder		\$55.00	
Modulus of elasticity (static)	ASTM C-469	\$220.00	
Laboratory trial batch (mixing and molding only)	ASTM C-192	\$485.00	
Drying shrinkage (3 specimens – 28 days, including prep)	ASTM C-157 Mod	\$390.00	
Unit Weight – fireproofing, each	ASTM E-605	\$105.00	
Sample pickup		\$45.00 /each	\$5.00/each
High Strength Concrete – Mix Designs/trial batches/and other considerations		QOR	
Compression tests (over 8000 p.s.i. or 400 k) each		\$105.00	
Grab sample, sealing and storing for 2 months in a humidity and temperature controlled room.		\$35.00	
MASONRY			
Compression test			
mortar 2" x 4" cylinder, U.B.C. (including mold)		\$55.00	
mortar molds. 2" x 4". Single use		\$45.00	
grout. U.B.C.		\$55.00	
mortar or grout. stored and cured not tested (including mold)		\$55.00	
non-shrink grout		\$55.00	\$35.00
2" x 2" x 2" cubes		\$55.00	\$35.00
cores (including sample prep)		\$105.00	
composite grouted prism. each		\$105.00	
Shear test – bed joint – Preece method (including sample prep)		\$180.00	
Compression test. gross area only each	ASTM C-140	\$90.00	
Compression test. net area and gross area each	ASTM C-140	\$110.00	
Absorption. Moisture content and unit weight	ASTM C-140	\$110.00	
Linear shrinkage	CMA Rapid Method	\$115.00	
Linear Shrinkage	British Method	\$140.00	
Tensile test	CMA Method	QOR	
Non-standard block (all tests)		QOR	
* BRICK			
Modulus of rupture	ASTM C-67	\$105.00	
Compression	ASTM C-67	\$105.00	
Saturation coefficient (including absorption)	ASTM C-67	\$105.00	
Suction rate	ASTM C-67	\$105.00	
Efflorescence	ASTM C-67	\$105.00	

**Unusual sample preparation for brick specimen will be charged at the established hourly rate.*



SOILS, AGGREGATE, ASPHALTIC CONCRETE SERVICES & TESTS

SOILS		Standard Rate/Each	Discounted Rate/Each
Plasticity index	ASTM D-4318	\$230.00	\$195.00
Expansion Index	ASTM D-4829/UBC18.2	\$230.00	
Laboratory moisture - density tests	ASTM D-1557/D-698	\$345.00	\$250.00
	Calif. 216 (Wet Method)	\$375.00	
* "R" (Resistance) value (minimum 3 pts) Untreated	Calif. 301	\$370.00	\$300.00
California bearing ratio, with curve	ASTM C-1883	\$235.00	
Cement treated base laboratory design (3 specimens)	Calif. 312	\$315.00	
Cement treated base field control (3 specimens)	Calif. 312	\$265.00	
<i>(Aggregate quality test not included.)</i>			
Cement treated base Mix Design (additional cement content)		\$110.00	
Moisture Content Determination & Dry Density	ASTM D-2216/D-2937	\$55.00	
Moisture Density Check Point		\$180.00	
Unconfined Compressive Strength	ASTM D-2166	\$170.00	
Triaxial Compression Test		\$525.00	
Direct Shear Test		\$315.00	
Consolidation		\$525.00	
pH of Soil		\$275.00	
Hydraulic Conductivity	ASTM D-5084	\$315.00	
Sieve Analysis –			
Coarse Retained on No. 4 Sieve	ASTM C-136/Calif.202	\$130.00	
Fine Passing No.4 Sieve	ASTM C-136/Calif.202	\$170.00	
Combined with 200 Wash		\$200.00	
200 Wash Only	ASTM C-117	\$130.00	
Hydrometer analysis - includes fine sieve	ASTM D-422	\$335.00	
Specific gravity. Bulk SS.D. –			
Coarse (includes absorption)	ASTM C-127	\$135.00	
Fine (includes absorption)	ASTM C-128	\$135.00	
Corrosivity Tests on Soils	ASTM/Caltrans	\$290.00	
AGGREGATES			
Cleanness value	Calif. 227	\$240.00	\$175.00
Sand equivalent (average of 3)	Calif. 217	\$405.00	\$95.00
Durability factor-coarse	Calif. 229	\$270.00	
Durability factor-fine	Calif. 229	\$250.00	
Durability factor-combined	Calif. 229	\$285.00	
Crushed particles. Coarse and fine	ASTM D-693/Calif. 205	\$210.00	
** Sodium sulfate soundness, per size fraction (5 cycles)	ASTM C-88/Calif. 214	\$145.00	
Low Angles Rattler C535	ASTM C-131/Calif. 211	\$300.00	
Unit weight of aggregate	ASTM C-29/Calif. 212	\$110.00	
Organic impurities		\$100.00	
Wetting/drying		\$370.00	
Flat and elongated particles	D4791, CE119, CE120	\$210.00	

* Unusual sample preparation (dried clays, saturated clays, etc.) and all other tests for treated or untreated soils, aggregate subbase and aggregate base will be charged at established rates for laboratory technician.

** Does not include sample preparation or sieve analysis



SOILS, AGGREGATE, ASPHALTIC CONCRETE SERVICES & TESTS *Continued...*

		Standard Rate/Each
ASPHALTIC CONCRETE		
Stability tests, premixed per samples –		
Hveem (2 specimens)	Calif. 366	\$385.00
Marshall (3 specimens)	ASTM D-1559	\$600.00
Marshall (1 specimen)		\$80.00
Swell (in conjunction with Hveem stabilometer)	Calif. 305	\$200.00
Moisture content, xylene reflux	ASTM D-2172	\$215.00
Extraction, % asphalt - Method B	ASTM D-2172	\$230.00
Extraction with Gradation		\$370.00
Asphalt Specific Gravity and Unit Weight	ASTM D1188	\$105.00
Asphalt stripping	ASTM D-1664/Calif. 302	\$105.00
Centrifuge kerosene equivalent. percent oil retained	Calif. 303	\$185.00
Lab Test Maximum Density - LTMD	Calif. 375	\$380.00
Marshall Maximum Density	Calif. 304	\$300.00
Rice Maximum Theoretical Specific Gravity	ASTM D-2041/Calif. 309	\$205.00
Unit weight compacted sample	Calif. 308	\$135.00
Unit weight compacted core	Calif. 308	\$135.00
Thickness of asphalt concrete cores		\$105.00
Complete asphalt design for given asphalt and aggregate by one of the following methods: (includes aggregate gradings)		
1. Hveem TM CA 367		\$175.00
2. Marshall. Asphalt Inst. MS-2		
MATERIALS MECHANICAL TESTS		
#3 to #8 Rebar Tensile/Bend Tests	ASTM A-615	\$210.00
#9 to #11 Rebar Tensile/Bend Tests	ASTM A-615	\$265.00
#14 Rebar Tensile Tests	ASTM A-615	QOR
#9 and Smaller Rebar Bend Tests	ASTM A-615	\$105.00
Mechanical Couplers		QOR
High Strength Bolt Test		
Bolts: Proof Load & Ultimate Load		\$160.00
Hardness		\$45.00
Nuts: Proof Load		\$160.00
Hardness		\$45.00
Washers: Hardness		\$105.00
Fastener Set (1 bolt, 1nut & 1 washer)		\$185.00
Tensile & Elongation Test		\$285.00

CONTACT INFORMATION

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Vall Cooper & Associates, Inc.
 Cost Proposal for
 Professional Construction Management Services
 for City of Sacramento's Intermodal Phase 2 - Sacramento Valley Station
 July 30, 2013

ITEM	DESCRIPTION	2013												2014												2015												2016												2017												2018												2019												2020												2021												2022												2023												2024												2025												2026												2027												2028												2029												2030												2031												2032												2033												2034												2035												2036												2037												2038												2039												2040												2041												2042												2043												2044												2045												2046												2047												2048												2049												2050												2051												2052												2053												2054												2055												2056												2057												2058												2059												2060												2061												2062												2063												2064												2065												2066												2067												2068												2069												2070												2071												2072												2073												2074												2075												2076												2077												2078												2079												2080												2081												2082												2083												2084												2085												2086												2087												2088												2089												2090												2091												2092												2093												2094												2095												2096												2097												2098												2099												2100												2101												2102												2103												2104												2105												2106												2107												2108												2109												2110												2111												2112												2113												2114												2115												2116												2117												2118												2119												2120												2121												2122												2123												2124												2125												2126												2127												2128												2129												2130												2131												2132												2133												2134												2135												2136												2137												2138												2139												2140												2141												2142												2143												2144												2145												2146												2147												2148												2149												2150												2151												2152												2153												2154												2155												2156												2157												2158												2159												2160												2161												2162												2163												2164												2165												2166												2167												2168												2169												2170												2171												2172												2173												2174												2175												2176												2177												2178												2179												2180												2181												2182												2183												2184												2185												2186												2187												2188												2189												2190												2191												2192												2193												2194												2195												2196												2197												2198												2199												2200												2201												2202												2203												2204												2205												2206												2207												2208												2209												2210												2211												2212												2213												2214												2215												2216												2217												2218												2219												2220												2221												2222												2223												2224												2225												2226												2227												2228												2229												2230												2231												2232												2233												2234												2235												2236												2237												2238												2239												2240												2241												2242												2243												2244												2245												2246												2247												2248												2249												2250												2251												2252												2253												2254												2255												2256												2257												2258												2259												2260												2261												2262												2263												2264												2265												2266												2267												2268												2269												2270												2271												2272												2273												2274												2275												2276												2277												2278												2279												2280												2281												2282												2283												2284												2285												2286												2287												2288												2289												2290												2291												2292												2293												2294												2295												2296												2297												2298												2299												2300												2301												2302												2303												2304												2305												2306												2307												2308												2309												2310												2311												2312												2313												2314												2315												2316												2317												2318												2319												2320												2321												2322												2323												2324			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EXHIBIT C

PROFESSIONAL SERVICES AGREEMENT FOR DESIGN PROFESSIONALS

FACILITIES AND EQUIPMENT TO BE PROVIDED BY CITY

CITY shall

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.

EXHIBIT F

CALIFORNIA DEPARTMENT OF TRANSPORTATION ADDITIONAL CONTRACT PROVISIONS

- A.** This Agreement (hereafter the "Contract") shall begin on September 17, 2013, contingent upon approval from the State, and expire on June 30, 2016, unless extended by amendment.
- B.**
1. Code of Federal Regulations (CFR) 48 Chapter 1, Part 31 shall be used to determine the allowability of the Individual items of cost.
 2. The Consultant (hereafter referred to as either "Consultant" or "Contractor") agrees to comply with federal procedures in accordance with CFR 49, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
 3. Any costs for which payments have been made to the contractor, which are determined by subsequent audit to be unallowable under CFR 48, Chapter 1 Part 31 and CFR 49, Part 18, are subject to repayment by the contractor to the City of Sacramento, the State and the Federal Government.
 4. Any subcontract, entered into as a result of this contract, shall contain all of the provisions of this Article.
- C.**
1. The City of Sacramento shall reimburse the contractor for actual costs as specified herein. The actual costs shall include direct salary costs, employee benefits, overhead and fee. The total amount payable by the City, for all Task Orders and expenses resulting from this contract, shall not exceed \$ 1,724,672.00. It is understood and agreed that this total is an estimate, and that there is no guarantee, either expressed or implied, as to the actual dollar amount that will be authorized under this contract through Task Orders.
 2. The Contractor shall be reimbursed for direct costs, other than salary costs that are identified in an executed Task Order.
 3. The Contractor shall be reimbursed for actual travel expenses incurred in the performance of this work, including the use of private cars at the rate not to exceed that currently authorized for State employees under State Department of Personnel Administration rules. In addition, contractor's personnel shall be reimbursed for per diem expenses at a rate not to exceed that currently authorized for State employees under State Department of Personnel Administration rules.
 4. The Contractor shall not commence performance of work or services until this contract has been approved by the City and State and notification to proceed has

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

5. Any subcontract, entered into as a result of this contract, shall contain all of the provisions of this Article.

D. 1. The Contractor shall perform the work contemplated with resources available within its own organization and no portion of work pertinent to this contract shall be subcontracted without written authorization by the State's or City's Contract Manager, except that which is expressly identified in the Contractor's Cost Proposal.

2. Any subcontract in excess of \$25,000, entered into as a result of this contract, shall contain all provisions stipulated in this contract to be applicable to subcontractors.

3. Any substitution of subcontractors must be approved in writing by State's or City's Contract Manager.

4. Any subcontract, entered into as a result of this contract shall contain all the provisions of this Article.

E. 1. Prior authorization in writing by the City's Contract Manager shall be required before the Contractor enters into any non-budgeted purchase order or subcontract exceeding \$500 for supplies, equipment, or consultant services. The Contractor shall provide the necessity or desirability of incurring such costs.

2. For purchase of any item, service or consulting work not covered in the Contractor's Cost Proposal and exceeding \$500, with prior authorization by the City's Contract Manager, three competitive quotations must be submitted with the request or the absence of bidding must be adequately justified.

3. Any equipment purchased as a result of this contract is subject to the following. The Contractor shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least one year or more and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, the City shall receive a proper refund or credit. At the conclusion of the contract or if the contract is terminated, the Contractor may either keep the equipment and credit the City in an amount equal to its fair market value or sell such equipment at the best price obtainable, at a public or private sale, in accordance with established State and City procedures, and credit the City in an amount equal to the sales price. If the Contractor elects to keep the equipment, the fair market value shall be determined, at the Contractor's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to the City, State and the Contractor. If it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by the State.

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

J. Introduction Under Early Termination

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

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

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

A. Consultant's Reports Under Early Termination

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

B. Invoice Submittal Under Early Termination

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

C. Expenses Payable Under Early Termination

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

D. Termination issues for Subconsultants, Materialmen, Etc.

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

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

E. Cost Principals Under Early Termination

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

F. Adjustment of Fixed Fee Under Early Termination

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

G. Disputes Under Early Termination Conditions

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

(NAME OF SUBCONSULTANT(s)): See attachment 1 to exhibit b

1. The proposed hourly rate shall be adjusted to reflect the actual hourly rates of individual(s) who will be working on the project.
2. The contractor shall adjust the proposed indirect rate to the audited provisional rate of See attached 10-H's in attachment 1 to exhibit B percent.
3. The Other Direct Costs for vehicles shall be changed to reflect the audited rate of ___N/A___ per month.

EXHIBIT G

SPECIAL PROVISIONS (ENGINEERING DESIGN)

1. Record Retention

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

2. Accuracy and Completeness

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

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

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

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

3. Professional Seal

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

4. Sole Source Materials or Equipment

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

5. Documentation

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

6. Ownership of Documents

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

7. Copyrights

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

8. Changes in Work

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

9. Construction Plans and Specifications

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

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

EXHIBIT 10-L LOCAL AGENCY CERTIFICATION OF COST ANALYSIS

(48 CFR, CHAPTER 1, PART 15.404)

I, the undersigned, certify that I have performed a cost analysis in connection with this contract and will perform a cost analysis for any future contract modification for the fiscal period as specified below.

*Local Agency Certification Signature: Gregory B. Taylor

Local Agency Certifying Name and Title (Print):

Name: GREGORY B. TAYLOR

Title: PROJECT MANAGER

Local Agency Contact Information

Email: _____

Phone number: _____

Consultant(s) Firm Name: _____

Date of Cost Analysis (mm/dd/yyyy): _____

Fiscal Period Covered: _____

Contract/Federal Project Number: _____

Date of Certification (mm/dd/yyyy): _____

*The Chief Financial Officer, Procurement Officer, Contract Administrator, or equivalent, who has authority to evaluate the quality and reasonableness of the consultant contract products or services and is able to certify on the local agency's behalf that an adequate cost analysis was conducted in conjunction with the contract.

Distribution: 1) Retained in Local Agency Project files

INSTRUCTIONS - CONSULTANT PROPOSAL DBE COMMITMENT

Consultant Section

The Consultant shall:

1. **Local Agency Name** – Enter the name of the local or regional agency that is funding the contract.
2. **Project Location** - Enter the project location as it appears on the project advertisement.
3. **Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc.).
4. **Consultant Name** - Enter the consultant's firm name.
5. **Contract DBE Goal %** - Enter the contract DBE goal percentage, as it was reported on the Exhibit 10-I *Notice to Proposers DBE Information* form. See LAPM Chapter 10.
6. **Description of Services to be Provided** - Enter item of work description of services to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
7. **DBE Firm Contact Information** - Enter the name and telephone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and telephone number, if the prime is a DBE.
8. **DBE Cert. Number** - Enter the DBEs Certification Identification Number. All DBEs must be certified on the date bids are opened. (DBE subcontracted consultants should notify the prime consultant in writing with the date of the decertification if their status should change during the course of the contract.)
9. **DBE %** - Percent participation of work to be performed or service provided by a DBE. Include the prime consultant if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
10. **Total % Claimed** – Enter the total DBE participation claimed. If the Total % Claimed is less than item "6. Contract DBE Goal", an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H *DBE Information - Good Faith Efforts* of the LAPM).
11. **Preparer's Signature** – The person completing this section of the form for the consultant's firm must sign their name.
12. **Preparer's Name (Print)** – Clearly enter the name of the person signing this section of the form for the consultant.
13. **Preparer's Title** - Enter the position/title of the person signing this section of the form for the consultant.
14. **Date** - Enter the date this section of the form is signed by the preparer.
15. **(Area Code) Tel. No.** - Enter the area code and telephone number of the person signing this section of the form for the consultant.

Local Agency Section:

The Local Agency representative shall:

16. **Local Agency Contract Number** - Enter the Local Agency Contract Number.
17. **Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
18. **Contract Execution Date** - Enter date the contract was executed and Notice to Proceed issued. See LAPM Chapter 10, page 23.
19. **Local Agency Representative Name (Print)** - Clearly enter the name of the person completing this section.
20. **Local Agency Representative Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
21. **Date** - Enter the date the Local Agency Representative signs the form.
22. **Local Agency Representative Title** - Enter the position/title of the person signing this section of the form.
23. **(Area Code) Tel. No.** - Enter the area code and telephone number of the Local Agency representative signing this section of the form.

EXHIBIT 10-02 CONSULTANT CONTRACT DBE INFORMATION

(Inclusive of all DBEs listed at contract award. Refer to instructions on the reverse side of this form)

Consultant to Complete this Section			
1. Local Agency Name: <u>CITY OF SACRAMENTO</u>			
2. Project Location: <u>SACRAMENTO VALLEY INTERNATIONAL STADIUM</u>			
3. Project Description: <u>DETO RENOVATION</u>			
4. Total Contract Award Amount: \$ <u>1,724,672</u>			
5. Consultant Name: <u>VALI COOPER ASSOCIATES, INC.</u>			
6. Contract DBE Goal %: <u>7.99</u>			
7. Total Dollar Amount for all Subconsultants: \$ <u>281,767</u>			
8. Total Number of all Subconsultants: <u>2</u>			
Award DBE/DBE Information			
9. Description of Services to be Provided	10. DBE/DBE Firm Contact Information	11. DBE Cert. Number	12. DBE Dollar Amount
<u>LABOR COMPLIANCE</u>	<u>DCM - 2380 PARKWAY BLVD SACRAMENTO, CA 95825 916-837-8111</u>	<u>36323</u>	<u>185,302</u>
Local Agency to Complete this Section		13. Total Dollars Claimed	14. Total % Claimed
20. Local Agency Contract Number: _____		\$ <u>185,302</u>	<u>10.74%</u>
21. Federal-aid Project Number: _____			
22. Contract Execution Date: _____		Local Agency certifies that all DBE certifications are valid and the information on this form is complete and accurate:	
23. Local Agency Representative Name (Print) _____		15. Preparer's Signature  <u>Jenni Cooper</u>	
24. Local Agency Representative Signature _____	25. Date _____		
26. Local Agency Representative Title _____	27. (Area Code) Tel. No. _____		
Caltrans to Complete this Section		16. Preparer's Name (Print)	17. Preparer's Title
Caltrans District Local Assistance Engineer (DLAE) certifies that this form has been reviewed for completeness:		<u>000</u>	<u>DLAE</u>
		18. Date <u>8-27-13</u>	19. (Area Code) Tel. No. <u>510-774-9039</u>
		28. DLAE Name (Print) _____	29. DLAE Signature _____

- Distribution:** (1) Copy – Email a copy to the Caltrans District Local Assistance Engineer (DLAE) within 30 days of contract award. Failure to send a copy to the DLAE within 30 days of contract award may result in delay of payment.
 (2) Copy – Include in award package sent to Caltrans DLAE
 (3) Original – Local agency files

INSTRUCTIONS - CONSULTANT CONTRACT AWARD DBE INFORMATION

Consultant Section

The Consultant shall:

1. **Local Agency Name** – Enter the name of the local or regional agency that is funding the contract.
2. **Project Location** - Enter the project location as it appears on the project advertisement.
3. **Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
4. **Total Contract Award Amount** - Enter the total contract award dollar amount for the prime consultant.
5. **Consultant Name** - Enter the consultant's firm name.
6. **Contract DBE Goal %** - Enter the contract DBE goal percentage, as it was reported on the Exhibit 10-I *Notice to Proposers DBE Information* form. See LAPM Chapter 10.
7. **Total Dollar Amount for all Subconsultants** – Enter the total dollar amount for all subcontracted consultants. SUM = (DBE's + all Non-DBE's). Do **not** include the prime consultant information in this count.
8. **Total number of all subconsultants** – Enter the total number of all subcontracted consultants. SUM = (DBE's + all Non-DBE's). Do **not** include the prime consultant information in this count.
9. **Description of Services to be Provided** - Enter item of work description of services to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
10. **DBE Firm Contact Information** - Enter the name and telephone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and telephone number, if the prime is a DBE.
11. **DBE Cert. Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened. (DBE subcontracted consultants should notify the prime consultant in writing with the date of the decertification if their status should change during the course of the contract.)
12. **DBE Dollar Amount** - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime consultant if the prime is a DBE, and include DBEs that are not identified as subconsultants on the Exhibit 10-O1 *Consultant Proposal DBE Commitment* form. See LAPM Chapter 9 for how to count full/partial participation.
13. **Total Dollars Claimed** – Enter the total dollar amounts for column 13.
14. **Total % Claimed** – Enter the total DBE participation claimed for column 13. SUM = (item "14. Total Participation Dollars Claimed" divided by item "4. Total Contract Award Amount"). If the Total % Claimed is less than item "6. Contract DBE Goal", an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H *DBE Information - Good Faith Efforts* of the LAPM).
15. **Preparer's Signature** – The person completing this section of the form for the consultant's firm must sign their name.
16. **Preparer's Name (Print)** – Clearly enter the name of the person signing this section of the form for the consultant.
17. **Preparer's Title** - Enter the position/title of the person signing this section of the form for the consultant.
18. **Date** - Enter the date this section of the form is signed by the preparer.
19. **(Area Code) Tel. No.** - Enter the area code and telephone number of the person signing this section of the form for the consultant.

Local Agency Section:

The Local Agency representative shall:

20. **Local Agency Contract Number** - Enter the Local Agency Contract Number.
21. **Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
22. **Contract Execution Date** - Enter the date the contract was executed and Notice to Proceed issued. See LAPM Chapter 10, page 23.
23. **Local Agency Representative Name (Print)** - Clearly enter the name of the person completing this section.
24. **Local Agency Representative Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
25. **Date** - Enter the date the Local Agency Representative signs the form.
26. **Local Agency Representative Title** - Enter the position/title of the person signing this section of the form.
27. **(Area Code) Tel. No.** - Enter the area code and telephone number of the Local Agency representative signing this section of the form.

Caltrans Section:

Caltrans District Local Assistance Engineer (DLAE) shall:

28. **DLAE Name (Print)** – Clearly enter the name of the DLAE.
29. **DLAE Signature** – DLAE must sign this section of the form to certify that it has been reviewed for completeness.
30. **Date** - Enter the date that the DLAE signs this section the form.

EXHIBIT 10-P NONLOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

The prospective participant certifies by signing and submitting this proposal/bid to the best of his or her knowledge and belief that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his/her proposal/bid that he/she shall require that the language of this certification be included in all lower-tier subcontracts which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

INSTRUCTIONS FOR COMPLETING EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

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

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

Public reporting burden for this collection of information is estimated to average 30-minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503. SF-LLL-Instructions Rev. 06-04-90

EXHIBIT 10-V NON-DISCRIMINATION CLAUSE

(To be included in Consultant Contract)

NON-DISCRIMINATION CLAUSE

During the performance of this Contract, Consultant and its subconsultant shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Consultant and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Consultant shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Contract.

YEAR

Withholding Exemption Certificate

CALIFORNIA FORM

2012

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

590

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

Withholding agent's name

Vali Cooper & Associates, Inc.

Payee's name

John Collins

Payee's	<input type="checkbox"/> SSN or ITIN
<input type="checkbox"/> SOS file no.	<input type="checkbox"/> CA corp. no. <input checked="" type="checkbox"/> FEIN
6 8 - 0 2 8 4 8 7 3	

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

2000 Powell St., Suite 550

Apt. no./ Ste. no.

City

Emeryville

State ZIP Code

C A

9 4 6 0 8

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.

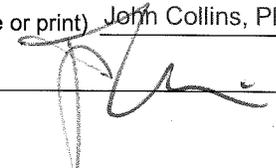
Nonmilitary Spouse of a Military Servicemember:

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 Collins, PE - COO Daytime telephone no. 510-774-9039

Payee's signature ►  Date 8/26/2013

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) Vali Cooper & Associates, Inc.	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	
	<input type="checkbox"/> Exempt payee	
	Address (number, street, and apt. or suite no.) 2000 Powell St., Suite 550	Requester's name and address (optional)
City, state, and ZIP code Emeryville, CA 94608		
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	8	4	8	7	3

Part II Certification

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

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

Sign Here	Signature of U.S. person ▶	Date ▶ 8-26-13
------------------	----------------------------	-----------------------

General Instructions

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

Purpose of Form

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

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

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

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

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

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

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

EXHIBIT 10-F CERTIFICATION OF CONSULTANT, COMMISSIONS & FEES

I HEREBY CERTIFY that I am the Chief Operations Officer, and duly authorized representative of the firm of Vali Cooper & Associates, Inc., whose address is 2000 Powell St., Suite 550 in Emeryville, CA 94608, and that, except as hereby expressly stated, neither I nor the above firm that I represent have:

- (a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this contract; nor
- (b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract; nor
- (c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind, for or in connection with, procuring or carrying out this contract.

I acknowledge that this Certificate is to be made available to the California Department of Transportation (Caltrans) in connection with this contract involving participation of federal-aid highway funds, and is subject to applicable state and federal laws, both criminal and civil.

8/26/2013

(Date)



(Signature)

John Collins, PE

Distribution: 1) Local Agency Project File (Original & Contract)
2) DLAE (with contract copy)

EXHIBIT 10-I NOTICE TO PROPOSERS DBE INFORMATION

The Agency has established a DBE goal for this Contract of 7.99 %

OR

The Agency has not established a goal for this Contract. However, proposers are encouraged to obtain DBE participation for this contract.

1. TERMS AS USED IN THIS DOCUMENT

- The term “Disadvantaged Business Enterprise” or “DBE” means a for-profit small business concern owned and controlled by a socially and economically disadvantaged person(s) as defined in Title 49, Code of Federal Regulations (CFR), Part 26.5.
- The term “Agreement” also means “Contract.”
- Agency also means the local entity entering into this contract with the Contractor or Consultant.
- The term “Small Business” or “SB” is as defined in 49 CFR 26.65.

2. AUTHORITY AND RESPONSIBILITY

- A. DBEs and other small businesses are strongly encouraged to participate in the performance of Contracts financed in whole or in part with federal funds (See 49 CFR 26, “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs”). The Consultant must ensure that DBEs and other small businesses have the opportunity to participate in the performance of the work that is the subject of this solicitation and should take all necessary and reasonable steps for this assurance. The proposer must not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.
- B. Proposers are encouraged to use services offered by financial institutions owned and controlled by DBEs.

3. SUBMISSION OF DBE INFORMATION

If there is a DBE goal on the contract, Exhibit 10-O1 *Consultant Proposal DBE Commitment* must be included in the Request for Proposal. In order for a proposer to be considered responsible and responsive, the proposer must make good faith efforts to meet the goal established for the contract. If the goal is not met, the proposer must document adequate good faith efforts. All DBE participation will be counted towards the contract goal; therefore, all DBE participation shall be collected and reported.

Exhibit 10-O2 *Consultant Contract DBE Information* must be included with the Request for Proposal. Even if no DBE participation will be reported, the successful proposer must execute and return the form.

4. DBE PARTICIPATION GENERAL INFORMATION

It is the proposer’s responsibility to be fully informed regarding the requirements of 49 CFR, Part 26, and the Department’s DBE program developed pursuant to the regulations. Particular attention is directed to the following:

- A. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).

Notice to Proposers DBE Information

- B. A certified DBE may participate as a prime consultant, subconsultant, joint venture partner, as a vendor of material or supplies, or as a trucking company.
- C. A DBE proposer not proposing as a joint venture with a non-DBE, will be required to document one or a combination of the following:
 - 1. The proposer is a DBE and will meet the goal by performing work with its own forces.
 - 2. The proposer will meet the goal through work performed by DBE subconsultants, suppliers or trucking companies.
 - 3. The proposer, prior to proposing, made adequate good faith efforts to meet the goal.
- D. A DBE joint venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing, and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.
- E. A DBE must perform a commercially useful function pursuant to 49 CFR 26.55, that is, a DBE firm must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.
- F. The proposer shall list only one subconsultant for each portion of work as defined in their proposal and all DBE subconsultants should be listed in the bid/cost proposal list of subconsultants.
- G. A prime consultant who is a certified DBE is eligible to claim all of the work in the Contract toward the DBE participation except that portion of the work to be performed by non-DBE subconsultants.

5. RESOURCES

- A. The CUCP database includes the certified DBEs from all certifying agencies participating in the CUCP. If you believe a firm is certified that cannot be located on the database, please contact the Caltrans Office of Certification toll free number 1-866-810-6346 for assistance.
- B. Access the CUCP database from the Department of Transportation, Office of Business and Economic Opportunity Web site at: <http://www.dot.ca.gov/hq/bep/>.
 - 1. Click on the link in the left menu titled Disadvantaged Business Enterprise;
 - 2. Click on Search for a DBE Firm link;
 - 3. Click on Access to the DBE Query Form located on the first line in the center of the page.

Searches can be performed by one or more criteria. Follow instructions on the screen.

6. MATERIALS OR SUPPLIES PURCHASED FROM DBES COUNT TOWARDS THE DBE GOAL UNDER THE FOLLOWING CONDITIONS:

- A. If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies. A DBE manufacturer is a firm that operates or maintains a factory, or establishment that produces on the premises the materials, supplies, articles, or equipment required under the Contract and of the general character described by the specifications.
- B. If the materials or supplies purchased from a DBE regular dealer, count 60 percent of the cost of the materials or supplies. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the

purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.

- C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment shall be, by a long-term lease agreement and not an ad hoc or Agreement-by-Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this section.
- D. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

EXHIBIT 10-J STANDARD CONTRACT PROVISIONS FOR SUBCONSULTANT/DBE PARTICIPATION**1. Subconsultants**

- A. Nothing contained in this Contract or otherwise, shall create any contractual relation between the Agency and any subconsultants, and no subcontract shall relieve the Consultant of his/her responsibilities and obligations hereunder. The Consultant agrees to be as fully responsible to the Agency for the acts and omissions of its subconsultants and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Consultant. The Consultant's obligation to pay its subconsultants is an independent obligation from the Agency's obligation to make payments to the Consultant.
- B. Any subcontract in excess of \$25,000, entered into as a result of this Contract, shall contain all the provisions stipulated in this Contract to be applicable to subconsultants.
- C. Consultant shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to the Consultant by the Agency.
- D. Any substitution of subconsultants must be approved in writing by the Agency's Contract Administrator in advance of assigning work to a substitute subconsultant.

2. Disadvantaged Business Enterprise (DBE) Participation

- A. This Contract is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". Proposers who obtain DBE participation on this contract will assist Caltrans in meeting its federally mandated statewide overall DBE goal.
- B. If the contract has a DBE goal, the Consultant must meet the goal by committing DBE participation or document a good faith effort to meet the goal. If a DBE subconsultant is unable to perform, the Consultant must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met. A DBE is a firm meeting the definition of a DBE as specified in 49 CFR.
- C. DBEs and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of contracts financed in whole or in part with federal funds. The Consultant or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Consultant shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT- assisted agreements. Failure by the Consultant to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the local agency deems appropriate.
- D. Any subcontract entered into as a result of this Contract shall contain all of the provisions of this section.
- E. A DBE may be terminated only with prior written approval from the local agency and only for the reasons specified in 49 CFR 26.53(f). Prior to requesting local agency consent for the termination, the prime consultant must meet the procedural requirements specified in 49 CFR 26.53(f).

3. Performance of DBE Consultant and other DBE Subconsultants/Suppliers

- A. A DBE performs a commercially useful function when it is responsible for execution of the work of the Contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible with respect to materials and supplies used on the Contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, evaluate the amount of work subcontracted, industry practices; whether the amount the firm is to be paid under the Contract is commensurate with the work it is actually performing; and other relevant factors.
- B. A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, Contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
- C. If a DBE does not perform or exercise responsibility for at least 30 percent of the total cost of its Contract with its own work force, or the DBE subcontracts a greater portion of the work of the Contract than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a commercially useful function.

4. Prompt Payment of Funds Withheld to Subconsultants

- A. Any subcontract entered into as a result of this Contract shall contain all of the provisions of this section.

(Local agency to include either B, C, or D below; delete the other two.)

- B. No retainage will be withheld by the Agency from progress payments due the prime Consultant. Retainage by the prime Consultant or subconsultants is prohibited, and no retainage will be held by the prime Consultant from progress due subconsultants. Any violation of this provision shall subject the violating prime Consultant or subconsultants to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime Consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the prime Consultant or deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime Consultants and subconsultants.
- C. No retainage will be held by the Agency from progress payments due the prime Consultant. Any retainage held by the prime Consultant or subconsultants from progress payments due subconsultants shall be promptly paid in full to subconsultants within 30 days after the subconsultant's work is satisfactorily completed. Federal law (49 CFR26.29) requires that any delay or postponement of payment over the 30 days may take place only for good cause and with the Agency's prior written approval. Any violation of this provision shall subject the violating prime Consultant or subconsultant to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime Consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the prime consultant, deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime consultant and subconsultants.

- D. The Agency shall hold retainage from the prime consultant and shall make prompt and regular incremental acceptances of portions, as determined by the Agency, of the contract work, and pay retainage to the prime consultant based on these acceptances. The prime consultant, or subconsultant, shall return all monies withheld in retention from a subconsultant within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Federal law (49 CFR26.29) requires that any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of this provision shall subject the violating prime consultant or subconsultant to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the prime Consultant, deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime consultant and subconsultants.

5. DBE Records

- A. The Consultant shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime consultants shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- B. Upon completion of the Contract, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprise (DBE), First-Tier Subconsultants," CEM-2402F (Exhibit 17-F, Chapter 17, of the LAPM), certified correct by the Consultant or the Consultant's authorized representative and shall be furnished to the Contract Administrator with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in 25 percent of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to the Consultant when a satisfactory "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subconsultants" is submitted to the Contract Administrator.

6. DBE Certification and Decertification Status

If a DBE subconsultant is decertified during the life of the Contract, the decertified subconsultant shall notify the Consultant in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the Contract, the subconsultant shall notify the Consultant in writing with the date of certification. Any changes should be reported to the Agency's Contract Administrator within 30 days.

**EXHIBIT 10-K CONSULTANT CERTIFICATION OF CONTRACT COSTS AND FINANCIAL
MANAGEMENT SYSTEM**

Certification of Final Indirect Costs:Consultant Firm Name: VALI COOPER & ASSOCIATES, INC.Indirect Cost Rate: 139.57%Date of Proposal Preparation (mm/dd/yyyy): 8-27-13Fiscal Period Covered (mm/dd/yyyy to mm/dd/yyyy): 1-1-12 to 12-31-12

I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:

1. All costs included in this proposal to establish final indirect cost rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of Title 48, Code of Federal Regulations (CFR), Part 31.
2. This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR, Part 31.

All known material transactions or events that have occurred affecting the firm's ownership, organization, and indirect cost rates have been disclosed as of the date of proposal preparation noted above.

Certification of Financial Management System:

I, the undersigned, certify to the best of my knowledge and belief that our financial management system meets the standards for financial reporting, accounting records, internal and budget control as set forth in the FAR of Title 49, CFR, Part 18.20 to the extent applicable to Consultant.

Certification of Dollar Amount for all A&E contracts:

I, the undersigned, certify that the approximate dollar amount of all A&E contracts awarded by Caltrans or a California local agency to this firm within the last three (3) calendar years for all State DOT and Local Agencies is \$ 94 MILLION and the number of States in which the firm does business is 1.

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are reasonable, allowable and allocable to the contract in accordance with the cost principles of the FAR of Title 48, CFR, Part 31. Allowable direct costs to a Government contract shall be:

1. Compliant with Generally Accepted Accounting Principles (GAAP) and standards promulgated by the Cost Accounting Standards Board (when applicable).
2. Compliant with the terms of the contract and is incurred specifically for the contract.
3. Not prohibited by 23 CFR, Chapter 1, Part 172 -Administration of Engineering and Design Related Service Contracts to the extent requirements are applicable to Consultant.

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files.

Subconsultants (if applicable)

Proposed Contract Amount (or amount not to exceed if on-call contract): \$ 289,767

Prime Consultants (if applicable)

Proposed **Total** Contract Amount (or amount not to exceed if on-call contract): \$ 1,724,672

Prime, list all subconsultants and proposed subcontract dollar amounts (attach additional page if necessary):

<u>DCM</u>	\$ <u>185,302</u>
<u>CTS</u>	\$ <u>99,465</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____

* Consultant Certification Signature: 

Consultant Certifying (Print Name and Title):

Name: JOHN COLLINS

Title: C.O.O.

Consultant Contact Information:

Email: JOHN.COLLINS@VALICOOPER.COM

Phone number: 510-779-9039

Date of Certification (mm/dd/yyyy): 8-27-13

*An individual executive or financial officer of the consultant's organization at a level no lower than a Vice President or Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the indirect cost rate proposal submitted in conjunction with the contract.

Note: Per 23 U.S.C. 112(b)(2)(B), Subconsultants must comply with the FAR Cost Principles contained in 48 CFR, Part 31. 23 CFR Part 172.3 Definitions state: Consultant means the individual or firm providing engineering and design related services as a party to the contract. Therefore, subconsultants as parties of a contract must complete a certification and send originals to A&I and keep copies in Local Agency Project Files.

Distribution: 1) Original to Caltrans Audits and Investigations
2) Retained in Local Agency Project Files

Client#: 310729

VALICOOP

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/28/2013

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

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

Table with columns for PRODUCER, CONTACT NAME, PHONE, FAX, E-MAIL ADDRESS, INSURER(S) AFFORDING COVERAGE, NAIC #, and INSURED.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

Main table with columns: INSR LTR, TYPE OF INSURANCE, ADDL SUBR INSR, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

PN: T15029040; CM Services Intermodal Phase 2 Sacramento Valley Station (VCA #130025)

The City of Sacramento, its officials, employees and volunteers as Additional Insured as respects General Liability & Auto Liability per attached forms 421-0778 0909 & CA2048 0299; and coverage applies on a Primary basis per 421-0452 0607 & CA0001 0306. General Liability & Auto Liability Separation of Insureds applies per CG0001 1207 & CA0001 0306. Waiver of Subrogation in favor of the City of Sacramento applies per (See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

Table with columns for CERTIFICATE HOLDER and CANCELLATION.

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DESCRIPTIONS (Continued from Page 1)

WC990376. All as required by written contract.

"Should the policies be cancelled before the expiration date, Hub International Insurance Services Inc. (Hub), independent of any rights which may be afforded within the policies to the certificate holder named below, will provide to such certificate holder notice of such cancellation within thirty (30) days of the cancellation date, except in the event the cancellation is due to non-payment of premium, in which case Hub will provide to such certificate holder notice of such cancellation within ten (10) days of the cancellation date."

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALIFORNIA COMMERCIAL GENERAL LIABILITY SPECIAL BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SUMMARY OF COVERAGES

1. Additional Insured by Contract, Agreement or Permit	Included
2. Additional Insured - Broad Form Vendors	Included
3. Aggregate Limit per Location	Included
4. Alienated Premises	Included
5. Bodily Injury Redefined	Included
6. Broad Form Property Damage - Borrowed Equipment, Customers Goods & Use of Elevators	Included
7. Extended Property Damage	Included
8. Incidental Malpractice (Employed nurses, EMT's & paramedics)	Included
9. Knowledge of Occurrence	Included
10. Liberalization Clause	Included
11. Medical Payments - Increased Limit	\$ 10,000
12. Mobile Equipment Redefined	Included
13. Newly Acquired or Formed Organizations - Covered until end of policy period	Included
14. Non-owned Watercraft	51 ft.
15. Personal Injury - Broad Form	Included
16. Product Recall Expense	
- Each Occurrence Limit	\$ 25,000
- Aggregate Limit	\$ 50,000
17. Property Damage Legal Liability (Fire, Lighting, Explosion, Smoke or Leakage Damage)	\$ 500,000
18. Supplementary Payments Increased Limits	
- Bail Bonds	\$ 2,500
- Loss of Earnings	\$ 300
19. Unintentional Failure to Disclose Hazards	Included
20. Unintentional Failure to Notify	Included

This endorsement amends coverages provided under the Commercial General Liability Coverage Form through new coverages, higher limits and broader coverage grants.

1. Additional Insured by Contract, Agreement or Permit

Under **Section II - Who Is An insured**, Paragraph **4.** is added as follows:

4. a. Any person or organization with whom you agreed, because of a written contract, written agreement or permit to provide insurance, is an insured, but only with respect to:

(1) "Your work" for the additional insured(s) at the location designated in the contract, agreement or permit; or

(2) Premises you own, rent, lease or occupy. This insurance applies on a primary basis if that is required by the written contract, written agreement or permit.

b. This provision does not apply:

(1) Unless the written contract or written agreement has been executed or permit has been issued prior to the "bodily injury", "property damage", "personal injury" or "advertising injury".

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421-0778 09 09

- (2) To any person or organization included as an insured by an endorsement issued by us and made part of this Coverage Part.
- (3) To any person or organization included as an insured under item 2 of this endorsement.
- (4) To any lessor of equipment:
 - (a) After the equipment lease expires; or
 - (b) If the "bodily injury", "property damage", "personal injury" or "advertising injury" arises out of sole negligence of the lessor.
- (5) To any:
 - (a) Owners or other interests from whom land has been leased which takes place after the lease for the land expires; or
 - (b) Managers or lessors of premises if:
 - (i) The occurrence takes place after you cease to be a tenant in that premises; or
 - (ii) The "bodily injury", "property damage", "personal injury" or "advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.
- (4) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instruction from the manufacturer, and then repackaged in the original container;
- (5) Any failure to make such inspection, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business in connection with the sale of the product;
- (6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- (7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any thing or substance by or for the vendor.

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

2. Additional Insured - Broad Form Vendors

Under **Section II - Who Is An Insured**, Paragraph 5. is added as follows:

- 5. a. Any person or organization with whom you agreed, because of a written contract or written agreement to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:
- b. The insurance afforded the vendor does not apply to:
 - (1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reasons of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement;
 - (2) Any express warranty unauthorized by you;
 - (3) Any physical or chemical change in the product made intentionally by the vendor;

3. Aggregate Limit Per Location

- (1) Under **Section III - Limits of Insurance** the General Aggregate Limit applies separately to each of your "locations" owned by or rented to you.
- (2) Under **Section V - Definitions**, definition 23. is added as follows:
 - 23. "Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

4. Alienated Premises

Under **Section I - Coverage A**, paragraph 2. **Exclusions**, j. (2) is replaced in its entirety with the following:

- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises and occurred from hazards that were known by you, or should have reasonably been known by you, at the time the property was transferred or abandoned.

5. Bodily Injury Redefined

Under **Section V - Definitions**, definition 3. "bodily injury" is replaced in its entirety with the following:

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**Other Insurance – Primary and Non-Contributory
(Additional Insured)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to **Section IV – Commercial General Liability Conditions**

4. Other Insurance

a. Additional Insureds

If you agree in a written contract, written agreement or permit that the insurance provided to any person or organization included as an Additional Insured under **Section II – Who is An Insured**, is primary and non-contributory, the following applies:

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

1. Primary Insurance

This insurance is primary to other insurance that is available to the Additional Insured which covers the Additional Insured as a Named Insured. We will not seek contribution from any other insurance available to the Additional Insured except:

- i. For the sole negligence of the Additional Insured;
- ii. when the Additional Insured is an Additional Insured under another primary liability policy; or
- iii. when 2. below applies.

If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in 3. below.

2. Excess Insurance

This insurance is excess over:

- (1) Any of the other insurance, whether primary, excess, contingent or on any other basis:

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

(b) That is Fire insurance for premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner;

(c) That is insurance purchased by the Additional Insured to cover the Additional Insured's liability as a tenant for "property damage" to premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner; or

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

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

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

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

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

3. Method Of Sharing

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

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

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

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(b) The total of all deductible and self-insured amounts under all that other insurance.

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

c. Method Of Sharing

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

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

b. Those statements are based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part 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 claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and

b. Regarding web-sites, only that part of a web-site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

2. "Auto" means:

a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or

b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".



VALI COOPER & ASSOCIATES INC

ZHF 8970089 03

HUB INTERNATIONAL INS

Commercial General Liability Coverage Part Declaration

Audit Frequency:	Annual	
Limits of Insurance:		
General Aggregate Limit		\$2,000,000
Products-Completed Operations are Included in the General Aggregate Limit		
Each Occurrence Limit		\$1,000,000
Personal and Advertising Injury Limit		\$1,000,000
Fire Damage Limit, Any One Fire		\$1,000,000
Medical Expense Limit, Any One Person		\$5,000
General Liability Deductible:		
Total Advance Commercial General Liability Premium		\$18,423.00

Forms Applicable to General Liability Coverage Parts:

*Asterisk denotes new or changed form

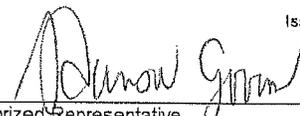
<u>Form Number</u>	<u>Edition Date</u>	<u>Description</u>
* 221-0163	10/03	MANUSCRIPTED FORM
* 401-1236	08/11	BLANKET NOTICE OF CANCELLATION
421-0022	12/90	Asbestos Liability Exclusion
421-0037	06/95	Lead Poisoning Liability Exclusion
* 421-0307	10/03	Manuscript Endorsement
421-0452	06/07	Other Insurance-Primary and Non-Contributory (additional Insured)
421-0778	09/09	California Commercial General Liability Special Broadening Endorsement
421-0803	12/09	Broadened Coverage For Non-Owned Watercraft
421-0805	12/09	Broadened Coverage For Newly Acquired Or Formed Organizations
421-0806	12/09	Property Damage To Your Work
421-0818	12/09	Worldwide Coverage Territory
421-0820	12/09	Exclusion- Infringement Of Copyright, Patent, Trademark Or Trade Secret - Changes
421-0832	12/09	Broadened Property Damage - Rented Premises
421-1471	10/10	Broadened Coverage For Non-Owned Aircraft - Hired, Chartered Or Loaned With Paid Crew
CG 00 01	12/07	Commercial General Liability Coverage Form
CG 00 68	05/09	Recording And Distribution of Material or Information In Violation of Law Exclusion
CG 04 35	12/07	Employee Benefits Liability Coverage
* CG 20 10	07/04	Additional Insured - Owners, Lessees or Contractors - Scheduled Person or Organization

421-0340 01/05

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Issued 12/27/2012

Agent


 Authorized Representative

0660



VALI COOPER & ASSOCIATES INC

ZHF 8970089 03

HUB INTERNATIONAL INS

Commercial General Liability Classification Schedule Declaration

Forms Applicable to General Liability Coverage Parts:

*Asterisk denotes new or changed form

<u>Form Number</u>	<u>Edition Date</u>	<u>Description</u>
CG 20 11	01/96	Additional Insured - Managers or Lessors of Premises
* CG 20 37	07/04	Additional Insured - Owners, Lessees or Contractors - Completed Operations
CG 21 47	12/07	Employment - Related Practices Exclusion
CG 21 52	07/98	Exclusion - Financial Services
CG 21 55	09/99	Total Pollution With a Hostile Fire Exception
CG 21 67	12/04	Fungi or Bacteria Exclusion
CG 21 70	01/08	Cap On Losses From Certified Acts Of Terrorism
CG 21 76	01/08	Exclusion of Punitive Damages Related To a Certified Act of Terrorism
CG 21 96	03/05	Silica or Silica-Related Dust Exclusion
CG 22 33	07/98	Exclusion - Testing or Consulting Errors and Omissions
CG 22 34	07/98	Exclusion - Construction Management Errors and Omissions
CG 22 43	07/98	Exclusion - Engineers, Architects or Surveyors Professional Liability
* CG 24 04	05/09	Waiver of Transfer of Rights of Recovery Against Others to Us
* CG 24 17	10/01	Contractual Liability - Railroads
CG 25 03	05/09	Designated Construction Project (s) General Aggregate Limit
CG 32 34	01/05	California Changes



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ THIS CAREFULLY.

AMEND PRODUCTS COMPLETED OPERATIONS AGGREGATE TO SHOW \$2,000,000 IN LIEU OF INCLUDED IN THE GENERAL AGGREGATE.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, agreements or limitations of the policy other than as above stated.

(Completion of the following, including countersignature, is required to make this endorsement effective only when it is issued subsequent to preparation of the Policy.)

Effective _____ this endorsement forms a part of Policy No. _____

Issued to _____

By _____

Date of Issue _____

Countersigned by _____

Authorized Representative of the Company

POLICY #: ADF895285503

COMMERCIAL AUTO
CA 20 48 02 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective:	12/30/2012
Named Insured:	Vali Cooper & Associates Inc.

SCHEDULE

Name of Person(s) or Organization(s): BLANKET – AS REQUIRED BY WRITTEN CONTRACT.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **Section II** of the Coverage Form.

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 provided by this Coverage Form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Liability Coverage this Coverage Form provides for the "trailer" is:
 - (1) Excess while it is connected to a motor vehicle you do not own.
 - (2) Primary while it is connected to a covered "auto" you own.
- b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".
- 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".
- d. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

6. Premium Audit

- a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.
- b. If this policy is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

7. Policy Period, Coverage Territory

Under this Coverage Form, we cover "accidents" and "losses" occurring:

- a. During the policy period shown in the Declarations; and
- b. Within the coverage territory.

The coverage territory is:

- a. The United States of America;
- b. The territories and possessions of the United States of America;
- c. Puerto Rico;
- d. Canada; and
- e. Anywhere in the world if:

- (1) A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and
- (2) The "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico, or Canada or in a settlement we agree to.

We also cover "loss" to, or "accidents" involving, a covered "auto" while being transported between any of these places.

8. Two Or More Coverage Forms Or Policies Issued By Us

If this Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us apply to the same "accident", the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Form.

SECTION V – DEFINITIONS

- A. "Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage".
- B. "Auto" means:
 - 1. A land motor vehicle, "trailer" or semitrailer designed for travel on public roads; or

2. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

- C. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these.
- D. "Covered pollution cost or expense" means any cost or expense arising out of:
 1. Any request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
 2. Any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. That are, or that are contained in any property that is:
 - (1) Being transported or towed by, handled, or handled for movement into, onto or from the covered "auto";
 - (2) Otherwise in the course of transit by or on behalf of the "insured";
 - (3) Being stored, disposed of, treated or processed in or upon the covered "auto";
- b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph a. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

- (1) The "pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- (2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraph 6.b. or 6.c. of the definition of "mobile equipment".

Paragraphs b. and c. above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

- E. "Diminution in value" means the actual or perceived loss in market value or resale value which results from a direct and accidental "loss".
- F. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
- 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.
- H. "Insured contract" means:
 1. A lease of premises;
 2. A sidetrack agreement;
 3. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;



WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 03 76 (A) - 001

POLICY NUMBER: (PJUB-8464L16-2-12)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA (BLANKET WAIVER)

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.

The additional premium for this endorsement shall be 2 . % of the California workers' compensation premium.

Schedule

Person or Organization

Job Description

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Insured Policy No. Endorsement No. Premium

Insurance Company Countersigned by _____

DATE OF ISSUE: 12-17-12 ST ASSIGN: Page 1 of 1