

**Meeting Date: 3/18/2014**

**Report Type:** Consent

**Report ID:** 2014-00115

**Title: I Street Bridge Replacement Project (T15136000) – Approval of Consultant Agreement, Approval of Cooperative Agreement with the City of West Sacramento, and Appropriation of Federal Funds (Reviewed 03/11/2014)**

**Location:** The Sacramento River north of the I Street Bridge, District 4

**Recommendation:** Pass a Resolution 1) authorizing the City Manager to execute a Professional Services Agreement for an amount not to exceed of \$2,088,805 with Mark Thomas and Company Inc.; 2) approving the Cooperative Agreement between the City of Sacramento and West Sacramento; and 3) appropriating funds.

**Contact:** Jesse Gothan, Senior Engineer (916) 808-6897; Nicholas Theocharides, Engineering Services Manager (916) 808-5065, Department of Public Works

**Presenter:** None

**Department:** Public Works Department

**Division:** Engineering Services Admin

**Dept ID:** 15001111

**Attachments:**

1-Description/Analysis

2-Background

3-Resolution

4-Exhibit A (Location Map)

5-Professional Services Agreement (Mark Thomas)

6-Cooperative Agreement between City of Sacramento and West Sacramento

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**City Attorney Review**

Approved as to Form

Gerald Hicks

3/7/2014 10:27:45 AM

**City Treasurer Review**

Reviewed for Impact on Cash and Debt

Janelle Gray

3/5/2014 11:48:49 AM

**Approvals/Acknowledgements**

Department Director or Designee: Jerry Way - 3/6/2014 9:42:16 AM

## Description/Analysis

**Issue:** The cities of Sacramento and West Sacramento have recognized the need for more river crossings. In 2011, the cities completed the Sacramento River Crossings Alternatives Study which identified the purpose and need for new bridge crossings including one that would replace the I Street Bridge. The I Street Bridge is 100 years old and its upper roadway is too narrow to serve buses, has no bicycle facilities, and it has very narrow sidewalks. In February 2013, the City Council directed staff to apply for federal funds for a new crossing north of the existing I Street Bridge, consistent with Sacramento Railyards and the West Sacramento Washington specific plans. In May 2013, Caltrans authorized federal funds for the preliminary engineering phase of the project which will include environmental documentation and public outreach. As the lead agency, the City of Sacramento advertised a competitive solicitation for proposals from professional engineering teams to provide the necessary services. Based upon the merits of the written proposals and subsequent interviews, a panel comprised of staff from West Sacramento, Sacramento, and Caltrans established the top ranked consultant team. The local funding needed for the federal fund match and to cover ineligible expenses for this phase of the project is proposed to be shared equally between the two cities. City Council approval is needed for the award of the consultant contract, the cooperative agreement with West Sacramento, and the appropriation of funds in order to proceed with the project.

**Policy Considerations:** The actions requested herein are consistent with General Plan goal M 4.1.5 to work with adjacent jurisdictions to establish the appropriate responsibilities to fund, evaluate, plan, design, construct, and maintain new river crossings. The requested action is consistent with General Plan goal M 4.2.4 to identify new bridges for added pedestrian and bicycle facilities. The action fulfills the recommendation from the Sacramento River Crossings Alternatives Study for a new crossing that would replace the existing I Street Bridge.

### Environmental Considerations:

**California Environmental Quality Act (CEQA):** Executing a professional services contract, the cooperative agreement with West Sacramento, and appropriating funds are not considered projects as defined by Section 15378(a) of the California Environmental Quality Act guidelines. The recommended action involves no physical construction and has no potential to cause significant impact to the environment.

**Sustainability Considerations:** This project supports the City of Sacramento's sustainability goals to improve and optimize the City's transportation infrastructure, reduce the dependence on private automobiles, and encourage the use of public transit and bicycle and pedestrian modes of transportation.

**Other:** None.

**Commission/Committee Action:** None.

**Rationale for Recommendation:** The I Street Bridge is 100 years old. Its roadway deck is too narrow to serve buses; it has no bicycle facilities, and very narrow sidewalks. Caltrans has authorized federal funding to replace the crossing with a new bridge upriver of the current location. A competitive solicitation for professional engineering consultant services has been completed and a cost-sharing agreement with West Sacramento has been reached. Council approval is needed to proceed with the project.

**Financial Considerations:** The total estimated cost for the preliminary engineering phase of the I Street Bridge Replacement Project (T15136000) is \$3,250,000. To date, \$61,806 has already been expended and staff anticipates an additional \$3,188,194 will be needed to complete the preliminary engineering and environmental phase.

As of January 14, 2013 the I Street Bridge Replacement Project (T15136000) has a total preliminary engineering phase budget of \$513,374. Approval of the appropriation of \$2,107,226 (\$1,757,226 Fund 3703 and \$350,000 Fund 3702) to the I Street Bridge Replacement Project (T15136000) will increase the preliminary engineering phase budget to \$2,620,600 and bring the unobligated balance to \$2,558,794, which is sufficient to execute an agreement for an amount not to exceed of \$2,088,805 with Mark Thomas and Company Inc.

In addition, there are \$629,400 of federal funds that will be available in the coming federal fiscal year. With the additional federal funding, the total preliminary engineering phase budget will be \$3,250,000 which is sufficient to complete the project approvals and environmental documentation.

There are no general funds planned or allocated for this project.

**Local Business Enterprise (LBE):** This is a federally-funded project. Disadvantaged Business Enterprise (DBE) project participation requirements apply. LBE rules are held in abeyance. The contract award will comply with all federal DBE participation requirements. Mark Thomas and Company has pledged to meet the 8% DBE project participation.

## **Background:**

For over a decade, the concept of another Sacramento River crossing has taken shape in multiple plans, including the City of Sacramento and City of West Sacramento General Plans, the Sacramento Riverfront Master Plan (SRMP), and the Sacramento Area Council of Governments (SACOG) Metropolitan Transportation Plan (MTP). Mobility, economic development, riverfront accessibility, connectivity, air quality, safety, and security have been cited as benefits of a new Sacramento River crossing, while community and environmental impacts are often presented as concerns. The policy goals for a new bridge crossing are specifically identified in the Sacramento General Plan goals M 4.1.5 and M 4.2.4.

Similarly, the recently completed Sacramento River Crossings Alternatives Study concluded that replacing the existing I Street Bridge crossing with a new bridge will strengthen the connection between downtown Sacramento, the Railyards Specific Plan area, and the Washington Specific Plan area by providing direct, convenient, and improved travel between these areas for automobiles, transit vehicles, bicyclists, and pedestrians. As envisioned, the I Street Bridge Replacement project will replace the existing crossing provided by the I Street Bridge's upper roadway deck with a new bridge immediately upriver owned and operated by the two cities. The existing I Street Bridge is owned and maintained by Union Pacific Railroad and will remain in place for railroad purposes.

In 2011, the City Council accepted the Sacramento River Crossings Alternatives Study which evaluated alternative locations for new bridges across the Sacramento River, and identified the need for one in the vicinity of I Street. Because the new crossing would replace the existing crossing which is functionally obsolete, the project is eligible for funding through the Federal Highway Bridge Program (HBP). HBP is a safety program which provides federal aid for eligible projects which propose to rehabilitate or replace public bridge structures which are at or near the end of their useful lives. The I Street Bridge and the approach structures on both sides of the river are eligible for federal aid under HBP.

On February 12, 2013, City Council authorized staff to submit grant applications to Caltrans for federal funds for the preliminary engineering phase for the bridge and on May 10, 2013 Caltrans issued the authorization for the City to proceed. Preliminary engineering allows the project to proceed with planning, design work, and to complete the environmental documentation necessary to permit the bridge. The preliminary engineering work will be essential to determine specific footprint locations, right-of-way issues, and how a new bridge would connect to the existing and proposed roadway system. Various design options will also be analyzed, including the number of travel lanes, the type of movable structure, and the alignment across the river.

On May 16, 2013, the Department of Public Works advertised a request for proposals for the competitive selection of a consultant firm to perform the preliminary engineering work for the project. Five firms responded:

<b>FIRM</b>	<b>Disadvantaged Business Enterprise (DBE) Participation</b>
AECOM	8.8%
Mark Thomas and Company	8.0%
Parsons Brinckerhoff	8.0%
Parsons	8.0%
URS Corporation	8.1%

A panel of staff from West Sacramento, Sacramento, and Caltrans reviewed and evaluated the consultant team’s written proposals based upon experience, qualifications, assignment understanding, and work plan among other factors. The panel held two interviews with the top ranked firms which were Mark Thomas and Company in association with Modjeski and Masters, and Parsons in association with Hardsy and Hanover. The panel selected Mark Thomas and Company as the top ranked team. It is anticipated that it will take two years to complete the preliminary engineering and environmental documentation phase.

The cities of Sacramento and West Sacramento have agreed to evenly divide the local expenses of the project. Local expenses include the required matching funds as well as costs deemed not federally eligible. Current estimates for the preliminary engineering phase have shown that the budget for each city’s share would equate to approximately \$350,000. The City of Sacramento’s share has already been appropriated to the project and is included in the current project budget.

## RESOLUTION NO. 2014-

Adopted by the Sacramento City Council

### **I STREET BRIDGE REPLACEMENT PROJECT (T15136000) – APPROVAL OF THE CONSULTANT AGREEMENT, APPROVAL OF A COOPERATIVE AGREEMENT WITH WEST SACRAMENTO, AND APPROPRIATION OF FEDERAL FUNDS**

#### **BACKGROUND**

- A. The existing auto, pedestrian, and bicycle crossing of the Sacramento River at I Street is functionally obsolete and in need of replacement.
- B. The City, in cooperation with the City of West Sacramento, has conducted a Sacramento River Crossings Alternatives Study which has identified the area just north of the existing bridge as the desired location for a new crossing.
- C. Funding for the preliminary engineering and environmental phase of the project has been approved through the Highway Bridge Program and the City of Sacramento and the City of West Sacramento have agreed to share the local costs associated with delivering the project.
- D. City staff has advertised a competitive proposal solicitation for consulting firms to perform preliminary engineering and environmental work. Five proposals were received and Mark Thomas and Company was selected as the top ranked firm to provide the required services.
- E. In May 2013, Caltrans authorized the use of federal HBP funds for the preliminary engineering phase of the project.

#### **BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:**

- 1. The City Manager or his designee is authorized to execute an agreement with Mark Thomas and Company in the amount not to exceed \$2,088,805 for the I Street Replacement Project (T15136000).
- 2. The City Manager or his designee is authorized to execute a Cooperative Agreement between the cities of Sacramento and West Sacramento to share the non-federal portion of costs associated with the I Street Bridge Replacement Project (T15136000).
- 3. The FY13/14 Capital Improvement Program is amended by appropriating \$1,757,226 (Fund 3703) in federal funds to the I Street Bridge Replacement

Project (T15136000) to complete the preliminary engineering and environmental document phase of the project.

4. The FY13/14 Capital Improvement Program is amended by appropriating \$350,000 (Fund 3702) from the City of West Sacramento per the Cooperative Agreement to the I Street Bridge Replacement Project (T15136000) to complete the preliminary engineering and environmental document phase of the project.

**Table of Contents:**

Exhibit A: Location Map

Location map for:  
**I STREET BRIDGE REPLACEMENT PROJECT**  
(PN: T15136000)



PROJECT #: T15136000  
PROJECT NAME: I Street Bridge Replacement Project  
DEPARTMENT: Public Works  
DIVISION: Engineering Services

CITY OF SACRAMENTO

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

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

Mark Thomas and Company  
7300 Folsom Boulevard, Suite 203  
Sacramento, Ca 95826  
(916) 381-9100

("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

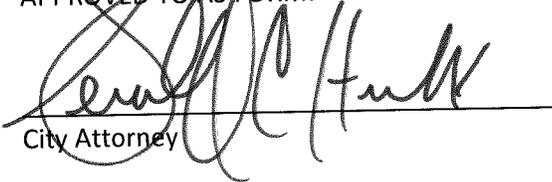
By: \_\_\_\_\_

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:**

Mark Thomas & Company, Inc.

NAME OF FIRM

94-1451490

Federal I.D. No.

135-6686-4

State I.D. No.

80887

City of Sacramento Business Op. Tax Cert. No.

TYPE OF BUSINESS ENTITY (check one):

Individual/Sole Proprietor

Partnership

Corporation (may require 2 signatures)

Limited Liability Company

Other (please specify: \_\_\_\_\_)

  
\_\_\_\_\_  
Signature of Authorized Person

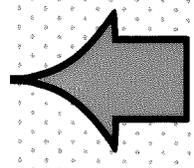
Robert A. Himes, President

Print Name and Title

  
\_\_\_\_\_  
Additional Signature (if required)

Richard F. Tandka, CFO

Print Name and Title



**DECLARATION OF COMPLIANCE  
Equal Benefits Ordinance**

Name of Contractor: Mark Thomas & Company, Inc.

Address: 1960 Zanker Road, San Jose, CA 95112

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.

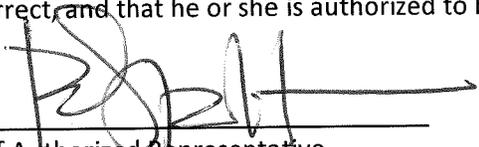
4. Contractor understands that Contractor will not be considered to be discriminating in the provision or application of employee benefits under the following conditions or circumstances:
  - a. If the actual cost of providing a benefit to a domestic partner or spouse exceeds the cost of providing the 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

2-11-14

\_\_\_\_\_  
Date

Robert A. Himes

\_\_\_\_\_  
Print Name

President

\_\_\_\_\_  
Title

**EXHIBIT A**

**PROFESSIONAL SERVICES AGREEMENT FOR DESIGN PROFESSIONALS**

**SCOPE OF SERVICES**

**1. Representatives.**

The CITY Representative for this Agreement is:

*Jesse Gothan, Project Manager  
Public Works  
915 I Street, Room 2000  
Sacramento CA 95814  
916-808-6897/916-808-8281/E-mail: jgothan@cityofsacramento.org*

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

The CONTRACTOR Representative for this Agreement is:

Robert A. Himes, PE  
President/Project Manager  
Mark Thomas and Company  
7300 Folsom Boulevard, Suite 203  
Sacramento, Ca 95826  
(916) 381-9100, E-mail: rhimes@markthomas.com

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

**2. Professional Liability Insurance.** Professional Liability (Errors and Omissions) insurance is 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

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

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

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

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

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

5. **Time of Performance.** The services described herein shall be provided through **December 31, 2016.**



## SCOPE OF WORK

MTCO has prepared the following scope of work based upon the task numbers provided in the RFP. As discussed in other sections of this proposal, our approach to the PA-ED Phase of work will be to provide an initial screening of the alignment alternatives for the new crossing (Railyards Blvd or Camille Lane). Once an alignment has been selected, a study will be performed to evaluate movable bridge types, profile options, etc. These will be presented in a "feasibility study" format for review by the key stakeholders for the project. Following this initial screening, the MTCO Team will carry one alignment and up to three structure type alternatives into the Environmental Document.

## E. PROJECT MANAGEMENT

### E.1 Project Development Team (PDT) Meetings

During critical milestones during the design of the project, MTCO will meet with Caltrans, the Cities, and other stakeholders as necessary (up to 50 PDT and focus meetings) to complete the PA-ED Phase. Callander will attend up to four PDT meetings. MBK Engineers will participate in PDT meetings as appropriate and determined by the City Project Manager and PDT. ICF will attend/participate in up to 24 PDT meetings in Sacramento and/or West Sacramento.

Contingent upon M&M's ability to be reimbursed for their direct travel expenses, M&M will attend the following meetings. M&M will send a single representative to the face-to-face meetings with others available via conference call for specific agenda items if needed.

- On-site Meetings (6 total):
  - Overall Kickoff Meeting (assumed to occur in January)
  - USCG Kickoff Meeting (same day as Overall Kickoff Meeting or day after)
  - Preliminary Estimate Review (February)
  - Conceptual Design Review with USCG (June)
  - Conceptual Design Review with the City of Sacramento (September)
  - Aesthetic Design Review w/Architect (same day as meeting with City or day after)
- Conference Call Meetings (12 Total)
  - Monthly Project Development Team Meetings

### E.2 Agency Coordination

MTCO will provide coordination with the City, Caltrans, and other agencies, as needed, to keep the project on schedule. Coordination with these agencies will include meetings, phone calls and e-mails.





MTCO and M&M will hold focus meetings with the Coast Guard during the project development. These focus meetings are intended to provide detailed discussions related to the bridge design as well as operations and maintenance requirements.

### **E.3 Project Manager Coordination**

MTCO will give the City's Project Manager regular updates. MTCO's Project Manager will meet with the City Project Manager on an every-other-week basis to discuss the project status and provide a "look ahead" into the next two weeks. These meetings are most useful during heavy activity times and will be less frequent when consensus on the scope of the project and once the project is submitted.

In cooperation with the City project manager, MTCO will facilitate quarterly steering committee meetings with representatives from the City of Sacramento and West Sacramento. The steering committee is intended to be comprised of department level managers from both Cities, to provide direction on critical project decisions and considerations.

### **E.4 Project Schedule**

MTCO will provide an updated CPM schedule to the City Project Manager one day prior to the PDT meetings.

### **E.5 Monthly Status Reports**

MTCO will prepare monthly status spreadsheets with each of the invoices submitted for payment. The spreadsheet will show the original budget, reallocated budget, amount spent to-date, amount spent this period, and percentage spent to-date for each task. Prior to invoicing or performing work the project manager will be notified of any budget overruns by task.

### **E.6 Quality Control**

MTCO will prepare a quality control plan for this project which includes a Caltrans and City design checklist and will include an independent review of each submittal during the agency review.

### **E.7 Funding Assistance/Local Programs Compliance**

MTCO will assist the City to ensure the project is developed in accordance with the guidelines presented in the current Local Assistance Procedures Manual (LAPM) and Caltrans Local Assistance Program Guidelines Manual (LAPG). This task includes any work involved in coordinating with Caltrans, including, but not limited to, Caltrans District 3, Structures OSLA, and Headquarters. This task will also include completion of the documentation required for the High Cost Project Programming Policy and Procedures of the Highway Bridge Program.

MTCO will review the project for HBP participation and assist the team in arriving at a preferred alternative that maximizes both the HBP participation and reviews other funding options for other specific elements of the project (i.e. streetcar, bicycle/pedestrian facilities, complete streets grants); this could include FTA, SACOG, and specific federal grant programs.





**Deliverables:**

- Project Meetings 50 total
- PM Coordination 50 meetings
- Project Schedule Updates 24 total
- Monthly Status Reports 24 total
- Quality Control
- Funding Assistance/Local Programs Compliance

**F. CEQA/NEPA DOCUMENTATION**

ICF will complete the CEQA and NEPA documentation for the project.

**F.1 Bridge Location Feasibility Study Support**

ICF will conduct constraints analysis and comparison of two bridge location alignments, both connecting to C Street in West Sacramento including a reconnaissance-level site visit. The analysis will be based on the previously-prepared Sacramento River Crossing study data and will include location-specific information and focus on biological, cultural and visual constraints. The results will be presented in memo format.

**F.2 Preliminary Environmental Study (PES) Form**

ICF will prepare draft and final PES form. The draft PES will be prepared and submitted in advance of the Caltrans Field Review Meeting. Following the meeting, ICF will complete the final PES form.

**F.3 Technical Studies**

ICF will use provided engineer-prepared text description and design detail to prepare a description of the proposed project suitable for use in the environmental technical studies. The details of construction methodology, phasing, schedule, staging, property acquisition and easements, and traffic management, as provided by the engineering team, will be included in the environmental project description. Engineering exhibits will be provided to ICF in a scale suitable for use as figures to accompany the description.

ICF will prepare the technical studies listed below on one (1) selected alignment with one (1) traffic operations scenario and up to three (3) structure type options to support both NEPA and CEQA documentation following the guidance on Caltrans Standard Environmental Reference website. Technical studies will be based on the project description and 30% design details. ICF will begin preparation of the technical studies following approval of the preferred alternative by the Cities and following confirmation that neither the project description nor design will change substantially enough to require revisions to the studies once begun.





Prior to the start of the studies, engineer will provide: all required project details and exhibits, including limits of disturbance (both temporary and permanent), aerial photography, property acquisition/ROW changes, topography and engineering plans, in georeference spatial format along with parcel data; all required traffic forecast and operations data; documentation that land owners have been notified of the survey crews' impending presence; permission to access all properties.

### ***Biological Studies***

**Research/Coordination:** ICF will request a list of special-status species from the U.S. Fish and Wildlife Service (USFWS) and National Marine Fisheries Service (NMFS), and will query the California Natural Diversity Data Base and California Native Plant Society Online Database. As part of this process, biologists will coordinate with Caltrans' biologist, as necessary, regarding the potential presence of special-status species on the project site.

**General Field Survey:** ICF will conduct a two-day general field survey to map plant communities and assess habitat conditions and evaluate potential impacts to sensitive biological resources from the proposed project. During this survey, ICF will inspect the existing structures for presence of bats and swallows or other nesting birds. ICF will conduct a bat roosting habitat assessment on all raised structures. It is assumed that acoustic surveys for bats will not be required for completion of the technical studies and environmental document. ICF will also map all elderberry shrubs (host plant for the federally threatened valley elderberry longhorn beetle). As part of the general field survey, all plant species observed will be recorded, including numbers and approximate diameters of native trees, and all invasive/noxious weed species, in compliance with Executive Order 13112: Prevention and Control of Invasive Species. Riparian areas within California Department of Fish and Wildlife (DFW) jurisdiction will also be delineated. A separate arborist report is assumed to not be necessary.

**Special-Status Plant Surveys:** ICF will conduct two one-day focused surveys to determine if special-status plants occur on the project site. The surveys will be scheduled to coincide with the normal blooming periods of the target species, one in spring and one in summer, to ensure that any special-status plants that may occur on the project site are readily identifiable during the surveys. All plant species observed on the project site will be identified to an appropriate level of taxonomy to determine protection status (if any). The locations of any special-status plant populations will be recorded using a GPS receiver and photographs of the plants and habitat will be taken. During the first plant survey, the habitats on the project site will be evaluated to determine if they are suitable for any of the special status plant species known to occur in the vicinity. If suitable habitat is present, the surveys will proceed accordingly. If not, the second plant survey will not be required. In addition, if one of the special-status plant surveys can be scheduled at the same time as the general field survey and delineation of jurisdictional waters, only one additional day will be needed for the second survey, if one is necessary.



Jurisdictional Delineation: ICF will delineate regulated waters (waters of the United States) within the construction footprint of the proposed project area to support the submittal of a preliminary jurisdictional determination to the Sacramento District of USACE. The delineation will be conducted using the routine on-site determination method described in the 1987 USACE Wetlands Delineation Manual and incorporating supplemental guidance provided in the 2008 Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Arid West Region. The boundaries of all potential waters of the United States will be delineated, mapped, and documented using Sacramento District's Minimum Standards for Acceptance of Preliminary Wetland Delineations (November 30, 2001). The delineation will be conducted at the same time as the general field survey. Once approved by the Cities and Caltrans, the delineation report should be submitted to the USACE for verification with a request for a Preliminary Jurisdictional Delineation in accordance with Regulatory Guidance Letter 08-02. Note that all findings should be considered preliminary until verified by the USACE.

Natural Environment Study (NES): ICF will document the methods and results of the field surveys in an NES prepared in accordance with the most recent Caltrans' Guidance (currently August 2009). The NES will include a discussion of plant communities present on the site, as well as a discussion of common plant and animal species occurring (or expected to occur) on the site based on the communities present. A generalized vegetation map will be prepared showing plant community types as well as the locations of sensitive biological resources identified. The results of the jurisdictional delineation, hydro-acoustic study, essential fish habitat assessment and other surveys will also be summarized in the NES. The NES will include an assessment of project impacts on the biological resources present, and recommended mitigation measures where appropriate, including mitigation for purple martin and bats.

Biological Assessment for USFWS: ICF will prepare a Biological Assessment to address potential impacts to valley elderberry longhorn beetle (VELB) and Delta smelt. Although VELB has been petitioned for delisting under the Federal Endangered Species Act, it will likely not be delisted until after this project has been permitted. ICF will work closely with the Cities and project engineers to assist in avoiding direct or indirect impacts to the species' habitat. Once the Cities and Caltrans have approved the Biological Assessment, it will be submitted by Caltrans to initiate formal consultation with the USFWS, which is expected to span approximately 180 days.

Biological Assessment/Essential Fish Habitat Assessment for NMFS: ICF will prepare a Biological Assessment to address the potential impacts to listed fish and their critical habitat and develop fish protection measures for federally listed and other anadromous fish species known to occur in the Sacramento River. The assessment will focus on Sacramento River winter-run Chinook salmon, Central Valley spring-run Chinook salmon, California Central Valley steelhead, and Southern DPS of North American green sturgeon, and their designated critical habitat. The Biological Assessment will also include an Essential Fish



Habitat (EFH) assessment pursuant to the Magnuson-Stevens Fishery Conservation and Management Act. If it is determined that any impact pile driving is required for bridge construction, ICF'S acoustical engineer will prepare an assessment of underwater sound levels based on proposed pile installation materials and methods. If it is found that sound levels exceed peak or cumulative interim thresholds currently used by NMFS, noise attenuation methods will be evaluated. Once the Cities and Caltrans have approved the Biological Assessment, it will be submitted by Caltrans to initiate formal consultation with NMFS, which is expected to span approximately 180 days.

### ***Cultural Studies***

ICF will prepare an Area of Potential Effects (APE) map, Historic Property Survey Report (HPSR), Archaeological Survey Report (ASR), Historic Resources Evaluation Report (HRER), and Finding of (No Adverse) Effect (FOE). ICF will assist the engineering team to develop a treatment for the I Street Bridge that will avoid an adverse effect under Section 106.

Preliminary research indicates that three properties located in the proposed study area are either eligible or listed in the National Register of Historic Places (NRHP) (I Street Bridge - listed, Central Shops Historic District - determined eligible, Sacramento Depot - listed). In addition, the Washington Firehouse, located in West Sacramento is listed in the California Register of Historical Resources (CRHR). ICF will update Department of Recreation (DPR) 523 forms for all four of these resources in the HRER. It is assumed that that the Washington Firehouse will be found NRHP eligible. ICF will prepare one Finding of (No Adverse) Effect (FOE) document to address all four historic properties. Engineer will provide visual renderings required for the FOE for these four properties. ICF will prepare DPR forms and evaluate under NRHP criteria as part of HRER documentation six additional properties located in the proposed study area contain buildings or structures at least 45 years of age. It is assumed that none of these six buildings will be found eligible for listing in the NRHP nor will they be found to be historical resources for the purposes of CEQA. To facilitate research, Caltrans District 3 staff will contact the Yolo and Sacramento County Assessor to facilitate access to the building characteristic and appraisal records.

Preliminary research indicates that one previously recorded archaeological resource is located in the proposed study area. CA-SAC-658H is a cluster of over 500 pilings in the river and the water side slope of the levee associated with the Pioneer Flouring Mills. One unrecorded resource is located in the proposed study area. Ruins of the Pioneer Flouring mill have been observed in the study area adjacent to CA-SAC-658H. ICF will update the DPR form for CA-SAC-658H and record and document the ruins on a new DPR form. Both resources will be evaluated under NRHP criteria as part of the ASR documentation. It is assumed that neither resource will be found eligible for listing in the NRHP. It is also assumed that no prehistoric archaeological sites will be identified in the APE and that no test excavations will be necessary in order to evaluate archaeological resources.



Additionally, no test excavations will be necessary in order to evaluate archaeological resources.

### ***Section 4(f) Evaluation***

ICF will evaluate up to five Section 4(f) resources for potential impacts. These resources are assumed to be the following.

- Sacramento River Parkway Trail;
- I Street Bridge, NRHP-listed property;
- Sacramento Depot, NRHP-listed property;
- Washington Firehouse, (assumed to be) NRHP-eligible property; and
- Central Shops Historic District, NRHP-eligible property.

Project engineers will provide detailed drawings showing the impacts on the Section 4(f) resources and will work with ICF's technical analyst to develop an avoidance alternative (if a feasible alternative is available) and minimization measures for each resource, if required. It is assumed that a Section 106 Finding of No Adverse Effect will be made for all historic properties and that a "deminimis" Section 4(f) finding can be made.

Section 4(f) would apply to the Sacramento River Parkway Trail if the project requires that land from this resource be acquired. ICF will document a deminimis finding if the project would not adversely affect the activities, features, or attributes of the trail. If land acquisition is not required from the recreational resource and the potential impacts are temporary construction-related impacts, ICF will prepare documentation of a "temporary occupancy." In both cases, ICF will coordinate with the park agencies to obtain written concurrence of the Section 4(f) evaluation, as required by law. ICF will coordinate with Cities to confirm that properties were not acquired or developed with funds from Section 6(f) of the Land and Water Conservation Fund Act. If properties were acquired or developed with these funds, a Section 6(f) evaluation will need to be amended to this scope of work.

### ***Community Impact Memorandum***

ICF will prepare a memorandum documenting the potential community impacts that could result from the project related to construction impact periods, changes in access, temporary detours and property acquisition. Demographic analysis, environmental justice evaluation, and a relocation impact study are assumed to not be necessary.

### ***Water Quality Assessment Report***

ICF will prepare a Water Quality Assessment Report in accordance with Caltrans guidelines and requirements. The report will evaluate potential short- and long-term water quality impacts to the Sacramento River as a result of the proposed project. Potential project impacts associated with construction activities, maintenance activities, and roadway runoff will be evaluated. Potential causes of erosion, and siltation, and sources of pollutants and



the effects of these substances on the quality of receiving waters will be evaluated. Mitigation measures, including Best Management Practices specified in Caltrans' Project Planning and Design Guide and practices specified and provided by the Cities, will be identified for any significant water quality impacts that may occur during removal of structures and construction and/or operation of the new bridge structure.

### ***Visual Resource Assessment***

ICF will prepare a Visual Impact Assessment using methods and protocol developed by the FHWA in combination with elements of other federal visual resources assessment methods. The effort will commence with a field visit to photo-document the following existing conditions: viewpoints; notable visual resources; the vividness, intactness, and unity of the project area; and the site's landscape units. Engineer-prepared visual renderings that illustrate before and after visual conditions of the proposed changes to the I Street Bridge structures and the proposed new structure will be used to demonstrate changes in views as a result of the project.

### ***Noise Study Report***

ICF will prepare a noise study report (NSR) evaluating the noise impacts of the project and potential noise abatement measures. The study will be prepared in accordance with procedures specified by FHWA in Title 23, Section 772 of the Code of Federal Regulations (CFR) (23 CFR 772) and the Caltrans Traffic Noise Analysis Protocol (Protocol). ICF will conduct field noise study to quantify existing noise conditions at the noise-sensitive areas in the project area. Sound-level data will be collected over a 10- to 15-minute period at selected times throughout the day. In addition, continuous 24-hour noise monitoring will be conducted at one location in the study area if a secure location can be found. This scope of work assumes that two staff persons can conduct all necessary field investigations in a single day.

ICF will conduct traffic noise modeling related to the proposed project using the FHWA Traffic Noise Model (TNM) Version 2.5 and traffic data provided by the project traffic engineer. TNM will be used to assess worst noise hour noise conditions at selected receiver locations under the following conditions:

- Existing,
- Design year under no project conditions, and
- Design year under with project (build) conditions.

ICF will assess traffic noise impacts by determining if implementation of the project is projected to result in traffic noise impacts as defined in the Protocol. If traffic noise impacts are projected to occur, feasibility of noise abatement will be evaluated as defined in the Protocol. Information on reasonableness will be limited to noise abatement allowances and potential achievement of the noise reduction design goal. If barriers are evaluated, the NSR will also include a preliminary noise abatement design to schematically identify the location,



height, and extent of noise barriers needed to abate noise impacts. In accordance with Protocol guidance, description of the sound walls will be sufficient for environmental review, but not for final design of the walls. ICF will evaluate construction noise impacts using methods recommended by the U.S. Department of Transportation. Noise barriers are assumed to not be feasible for this project. As such it is not anticipated that there will be a need for a Noise Abatement Decision Report (NADR) and preparation of a NADR is not included in this scope of work.

### ***Air Quality Study***

ICF will prepare an Air Quality Study Report (AQSR) and an Air Quality Conformity Analysis (AQCA) and the Conformity Analysis Documentation checklist consistent with Caltrans' guidelines and federal conformity requirements. The air quality study will include the following analyses.

**Construction Emissions:** Criteria pollutant and greenhouse gas emissions generated by construction activities will be quantified using the Sacramento Metropolitan Air Quality Management District's (SMAQMD) Road Construction Emissions Model. Emissions will be compared to the Yolo-Solano Air Quality Management District's (YSAQMD) and SMAQMD's significance criteria to evaluate project-level construction impacts. Mitigation to reduce emissions below air district construction thresholds will be identified, as necessary.

**Operational Emissions:** Traffic data will be used with the ARB's EMFAC2011 emissions model or Caltrans' CT-EMFAC air quality models to estimate changes in criteria pollutant and greenhouse gas emissions in the project vicinity related to implementation of the proposed project. Operational emissions will be evaluated for existing, open-to-traffic, and design year conditions for both with- and without project for the proposed alternative.

**Climate Change:** A description of the climate change effect associated with the project in accordance with Caltrans' annotated guidelines for an EIR/EA document will be provided as part of the air quality analysis. Both changes to traffic volume and traffic speed affect greenhouse gas emissions from traffic. Project and no project emissions will be compared and evaluated based on state and local guidance. The effect of transportation control measures in reducing project emissions will also be described.

**Regional Conformity:** The AQSR will analyze whether the project is included in the most recently adopted Metropolitan Transportation Plan (MTP) and Transportation Improvement Program (TIP) and that the design concept, scope, and open to the public year are consistent. This will include consultation with the Sacramento Area Council of Governments (SACOG) and Caltrans.

**Mobile Source Air Toxics (MSAT):** An MSAT screening evaluation will be performed consistent with recent guidance published by FHWA (December 2012). It is expected the project will be considered a project with low potential MSAT effects.



Carbon Monoxide Concentrations: A hot-spot analysis will be prepared consistent with Caltrans' Transportation Project-Level Carbon Monoxide Protocol. Carbon monoxide concentrations will be estimated for sensitive receptors located near congested intersections using peak hour intersection volumes and CALINE4. The analysis will consider all project conditions (existing, open-to-traffic, and design year for both with- and without project) for the proposed alternative.

Particulate Matter (PM2.5 and PM10): The AQSR will evaluate whether the project is considered a project of air quality concern (POAQC) based on the EPA's Transportation Conformity Guidance for Qualitative Hot-spot Analysis in PM2.5 and PM10 Nonattainment and Maintenance Area. TAHA will prepare a "POAQC Determination–Project Summary for Interagency Consultation" and submit the documentation to SACOG's Regional Planning Partnership (RPP) Project Level Conformity Group to verify whether the project is classified as a POAQC. The form will be prepared based on traffic data readily available from the traffic studies. It is assumed that the project will not be classified as a POAQC. If the build alternative is considered to require further evaluation of PM10 or PM2.5 (i.e., is determined to be a POAQC by SACOG's RPP), a quantitative PM hot-spot evaluation would need to be included as part of the AQSR to ensure conformity with the Clean Air Act. This would require a modification to this scope and fee.

***Initial Site Assessment (ISA) for Hazardous Materials***

Blackburn Consulting (BCI) will prepare the Initial Site Assessment (ISA). The ISA is an initial screening tool used to identify hazardous materials issues that may impact the project development area. BCI will:

- Review consultant reports for the project area and/or adjacent locations, and review the general site geology and groundwater conditions. Consultant report review will be limited to reports provided by the project team.
- Conduct a limited site visit to observe current land use and indications of potential contamination on or adjacent to the bridge landing corridors.
- Perform regulatory file review at the County, City and/or relevant State agencies.
- Review historical aerial photographs, topographic and Sanborn map coverage of the corridor, and surrounding properties for indications of potential sources for contamination.
- Review federal, state, and county records for indications of the use, misuse, or storage of hazardous and/or potentially hazardous materials on or near the site.
- Attempt to identify past and present operations conducted on the properties to assess the potential for hazardous materials impacts to the site.



- Prepare a report summarizing the findings of our review, site reconnaissance, historical aerial photo and map evaluation, and regulatory records review. We will address identified potential hazardous materials impacts and provide recommendations for further investigation and analysis if necessary.

#### ***Asbestos and Lead Containing Building Materials***

BCI will also coordinate a preliminary screening of lead based paint and asbestos containing building materials for the existing bridge and access structures.

#### **F.4 Environmental Document (NEPA/CEQA)**

ICF will prepare draft and final Notice of Preparation of EIR and mail up to 50 copies using a method that provides notice of receipt. ICF will prepare a joint Administrative Draft, 2nd Administrative Draft and Public Draft Environmental Impact Report/ Environmental Assessment (EIR/EA) following Caltrans' annotated outline and direction from the City of Sacramento/West Sacramento for CEQA and Caltrans for NEPA. An EIR/EA was identified based on potential for significant impacts and potential for effects on NRHP-listed historic properties. A lower level of environmental document will be considered during preparation of technical studies and prior to environmental document preparation. Studies prepared by other team partners will be provided to be utilized to support the CEQA/NEPA analysis. ICF will prepare draft and final Notification of Availability of Draft EIR (PDF) for Cities to publish in local newspapers. Publication fees will be paid by the Cities. ICF will print to CD thirty (30) copies of the Public Draft document mail to addresses provided by the PDT and print fifteen (15) copies plus the Notice of Completion form and deliver them to the State Clearinghouse.

ICF will prepare a matrix of comments received on the Public Draft document and will provide draft and final responses to comments related to the environmental analysis. ICF will revise the Public Draft EIR/EA in order to prepare a joint Final EIR/EA. Changes will be tracked using MS Word tracking tool and changes will be shown as margin bars to indicate change locations. ICF will prepare a draft and final Mitigation Monitoring Program and will assist the Cities with preparation of Findings, Statement of Overriding Considerations, and Notice of Determination. Cities will file the Notice of Determination with the County Clerk and will pay any filing fees. Cities will prepare Council packets.

ICF project manager will attend one Notice of Preparation/Public Scoping Meeting and one public meeting during public review of the Draft EIR/EA.

#### **F.5 Permitting Agency Coordination**

The MTCO Team will work with the Cities to initiate preliminary discussions with the various regulatory agencies involved with the bridge relocation. In close coordination with the PDT and the City Project Manager, MBK Engineers will provide consulting services related to the encroachment and Section 408 permitting efforts. MBK Engineers will interact with the CVFPB, DWR, USACE Sacramento District, as well as local agencies including the Sacramento and West



Sacramento Area Flood Control Agencies, Reclamation Districts 1000 and 900, and the American River Flood Control District on an as needed basis throughout all phases of the work to ensure that conceptual designs will satisfy the requirements of the permitting agencies while meeting the needs of the local agencies responsible for flood management. The incorporation of encroachment and Section 408 permitting requirements in preliminary engineering, value engineering, environmental mitigation, and final engineering and PS/E will be accomplished during the appropriate phases of the work. ICF regulatory specialists will attend up to three agency advisory meetings in Sacramento and/or West Sacramento for permit process coordination to identify and resolve regulatory concerns and confirm project-specific process to be followed during permitting phase. MBK Engineers will prepare and/or assist the City in preparing permit applications.

MTCO will lead discussions with the United States Coast Guard; the goal of these meetings will be to review preliminary alignment, profile, and bridge type options with the USCG. Additionally, discussions about the timing and logistics of bridge openings will take place.

The formal Section 408 and USCG Permit Applications will be developed in the PS&E Phase.

***Deliverables:***

- Budget Location Feasibility Study Report 5 copies
- PES Form 5 copies
- Natural Environment Study 5 copies
- Biological Assessment USFWS 5 copies
- Biological Assessment NMFS 5 copies
- Area of Potential Effects Map 5 copies
- Historic Property Survey Report 5 copies
- Archaeological Survey Report 5 copies
- Historic Resources Evaluation Report 5 copies
- Finding of (No Adverse) Effect 5 copies
- Section 4(f) Evaluation Memo 5 copies
- Community Impact Memo 5 copies
- Water Quality Assessment Report 5 copies
- Visual Resource Assessment 5 copies
- Noise Study Report 5 copies
- Air Quality Study 5 copies
- Initial Site Assessment 5 copies
- Draft/Final EIR/EA 30 copies





## G. DATA COLLECTION, MAPPING, SURVEYS

### G.1 Data Gathering/Field Review

MTCO will collect publicly available records & mapping including records of survey, subdivision maps, parcel maps, corner records, City mapping and as-built plans. MTCO will review all previous studies associated with the project area (including previous reports, UPRR documentation, and the Need and Purpose section of the Sacramento River Crossing Feasibility Study). Also as a part of this task a Field Review Meeting (consistent with Caltrans LAPM Guidelines) will be conducted.

### G.2 Base Mapping

MTCO will perform surveying and base mapping necessary for the project. MTCO will use existing LIDAR data of the project area and supplemental field surveys of critical locations. Cross sections of the potential bridge landing points within Sacramento and West Sacramento, elevations of the soffits of the I-5 and viaduct structures, and other key existing features will be surveyed. Base mapping will be prepared in AutoCad 2013 format and will be suitable for completion of the conceptual alignments needed for the PA-ED Phase.

### G.3 Record of Survey

MTCO will file one record of survey (ROS) on the Sacramento side of the River. This ROS will be processed through the Sacramento County Surveyor's office and delineate the following:

Delineate right of way of:

- Jiboom between the River intake and "I" Street
- CT I-5 across the Rail yards Parcel (APN 002-0010-056 )
- "I" Street Viaduct from the bridge to CT I-5
- The Ordinary High Water Line (demarcating the ownership between the State's sovereign rights and the parcel of the private upland owner)
- Delineate property lines currently depicted as being affected by the project, but not all property lines of the following parcels:
- APN 002-0010-023 & -018 State of CA
- APN 001-0190-007 & -017 City of Sacramento
- APN 002-0010-056 IA Sacramento Development LLC

MTCO will file one ROS on the West Sacramento side of the River. This ROS will be processed through the Yolo County Surveyor's office and delineate the following:

Delineate right of way of:

- "C" Street between 2nd & 3rd Streets
- 2nd Street between William ("B") & "D" Streets



- 3rd Street between William ("B") & "D" Streets
- The "I" Street ramp between the bridge and "C" Street
- The Ordinary High Water Line (demarcating the ownership between the State's sovereign rights and the parcel of the private upland owner)

Delineate property lines currently depicted as being affected by the project, but not all property lines of the following parcels:

- APN 010-372-002 & -003 Bonetti / Bonetti
- APN 010-102-010 COWS
- APN 010-102-002 RB Investments II
- APN 010-102-003 Merrick
- APN 010-102-005 Jordan Family Partnership
- APN 010-371-005 & -006 COWS
- APN 010-371-007 Fong Holland
- APN 010-580-018 Buzz Oates LLC
- APN 010-101-012 Fong Holland

Assumptions for each survey:

- MTCO will set up to six (6) iron pipes with durable brass or aluminum disk or disk epoxied in concrete (such as a curb or sidewalk) as agreed between the County Surveyor, City Surveyor and MTCO for each ROS.
- Each survey will undergo one review at the County.

***Deliverables:***

- Base Map AutoCAD 2013
- Record of Survey

**H. PUBLIC RELATIONS**

Consistent with RFP, the MTCO Team will lead an outreach effort that consists of town hall style meetings and electronic news distribution and engagement. The outreach effort will be led by AIM but will involve significant coordination with both Cities, MTCO, and other key members of the design team. AIM will attend key team meetings, provide public outreach counsel and advise the project team on public outreach activities. Throughout these meetings we will assist by providing clear communication between the project team and the community, developing an understanding of the community's values as they relate to this project, identifying community opportunities and issues and developing appropriate responses to all community input.

MTCO and AIM will prepare project informational videos to aid in the overall public outreach and agency coordination. The scope assumes that up to four (4) videos will be prepared at various





milestones in the project delivery process. These videos would include information related to the proposed project improvements, as well as constraints and additional opportunities for consideration. The videos are intended to be no more than five (5) minutes long, and will include various graphics to help convey the necessary information related to the project.

## H.1 Stakeholder Outreach

Specific stakeholder outreach will consist of a project website, place-based online engagement tool, quarterly newsletters, surveys, social media, and media relations.

### *H.1.1 - Develop Stakeholder Database*

AIM will work with the project team to determine the appropriate stakeholder perspectives needed to assure that a broad and diverse range of interests are represented. AIM will develop and maintain a stakeholder database which will offer an efficient tool for distributing project information.

### *H.1.2 Project Website*

The project website will serve as the focal point for all study information and community input. AIM will develop a project website outline and provide updated information to the site as appropriate. AIM will work with the City's media and community specialist to have the page integrated into the City's website.

### *H.1.3 Place-based Online Engagement Tool*

A place-based online tool will provide stakeholders an opportunity to provide observations and recommendations about specific issues and opportunities within the study area.

### *H.1.4 Newsletters*

Electronic newsletters offer an opportunity to maintain communication efficiently with interested parties by providing project updates during periods of the schedule when the project team is heavily involved with the technical scope. Newsletters will be distributed as a joint newsletter, meeting invitation.

### *H.1.5 Surveys*

In an effort to broaden community engagement AIM will develop, distribute and evaluate electronic surveys periodically throughout the project.

### *H.1.6 Social media presence*

Work with the City to post updates on City's Facebook page, Twitter account and collaboration with City's Envision engagement tool (not a specific project Facebook page).

### *H.1.7 Communications Collateral Materials*

To educate stakeholders and the community at-large about the project including background, schedule and ways to provide input, AIM will develop communication collateral



materials. These collateral materials will be distributed through established channels of both cities, at presentations, workshops and sent to stakeholders.

#### *H.1.8 Media Relations*

AIM will develop news releases, media advisories, as well as key talking points about the study. AIM will work with City media and community specialist to distribute. In addition, AIM will work with City on follow-up to specific local media inquiries regarding the study and coordinate and provide preparation for media interviews.

## **H.2 Public Meetings**

Two public meetings (including the Public Scoping Meeting associated with the Notice of Preparation), and 12 agency and stakeholder meetings (including presentations to both the Sacramento and West Sacramento City Council), with a third optional meeting if needed.

#### *Facilitate Public Meetings (up to 3, if needed)*

AIM will handle all logistics, plan and facilitate all project public meetings. The following highlights the anticipated public meetings, timing, and purpose:

#### *Public Meeting #1 (Open Forum Hearing)*

- Public scoping meeting/initial meeting for Draft ED and to present likely alternatives for further study (open forum meeting with initial presentation, information stations and certified court reporter) – Notice of Preparation (NOP).
- Purpose: Public scoping/initial meeting for Draft ED includes draft problem statement, preliminary alternatives description; probable environmental effects, and how public input will be used. .
- Public Meeting #2
- Public meeting during public comment period of Draft ED.
- Purpose: To gather public/agency comment on the content of the Draft ED.
- Public Meeting #3
- Public Hearing regarding Final ED.
- Purpose: Agency decision on ED.

Additional public meetings can be held at the discretion of the cities.

#### *Facilitate interim meetings with agencies and stakeholder groups (12)*

AIM anticipates the need for meetings with key stakeholders in addition to the formal facilitated meetings/workshops. These meetings will assist the team in exploring issues and clarifying priorities among various stakeholders prior to specific stakeholder meetings and/or community workshops. These meetings will help the team to anticipate issues and opportunities and make the other meetings more effective.



*Council Presentations*

AIM will assist in developing communication strategy, messaging and presentations for the City Council presentations. In addition, AIM will notify and work with key stakeholders so that their representation at these meetings is maximized.

**H.3 Project Informational Kiosk**

MTCO will work closely with the City to prepare two kiosks that include up to four signs each with various information on the proposed project. Our team has experience preparing these types of informational signs on other projects. MTCO will provide mock-ups of sign layout, final text, and high-resolution photos, purchased royalty free, or obtained from public domain sites that will require a citation on the sign, along with sketches showing the proposed project improvements.

MTCO will conduct an initial meeting with City representatives to determine the subject matter of each sign. MTCO will provide an 11x17 sketched conceptual mock-up of each sign to the City showing general layout and general content for review. Based on comments received from the City, the final sign layouts and content will be developed. The graphic content of the signs will consist of photographs, photograph based imagery, computer generated illustrations, or a combination thereof. We have assumed that there would be two rounds of reviews of the signs.

The subtask deliverables will include preliminary mock-up submittals (two 11x17 sets) on bond for review and final high-resolution images and text. The cost estimate assumes that the signs will require 20 hours each to prepare, revise based on City comments, and finalize. The MTCO cost estimate does not include sign panel fabrication or installation of the signs.

**H.4 Sign Production**

As an optional task, MTCO can assist the City in having the sign produced. Based on our recent experience, we expect that each sign would cost approximately \$1,000.

***Deliverables:***

- Informational Videos
- Stakeholder Database
- Project Website
- Place Based Online Engagement Tool
- Newsletters
- Surveys
- Social Media Presence
- Collateral Materials
- Media Relations
- Public Meetings 3 total
- Project Informational Kiosk 2 total





**I. PRELIMINARY ENGINEERING**

**I.1 Traffic Analysis**

*I.1.1 - Travel Forecasting and Alternatives Screening*

For travel forecasting, an accurate and sensitive model appropriate for evaluating bridge crossings is needed. The development of this model will follow the procedures outlined in the 2010 California Regional Transportation Plan Guidelines, CTC, 2010. These guidelines establish travel forecasting model validation recommendations for all models used in California. Fehr & Peers has developed modified versions of the SACMET model for the American River Crossing Alternatives Study and the City of Sacramento General Plan that are ready for use only requiring network refinements in the study area. In addition to these models, the SACOG SACSIM model is available for use. SACSIM was used for the 2035 MTP/SCS and is proposed to be used for the City of Sacramento Downtown Transportation Plan, but still requires refinement and validation within the study area. SACSIM is an activity based model (ABM) that is capable of providing an expanded understanding of how a new bridge would influence travel behavior. As such, it should be considered as a viable model for this study. Fehr & Peers will lead a discussion with the project team prior to starting the forecasting to determine which model should be used. Once a preferred model is selected, we will test and refine the model to improve its compliance with the 2010 Regional Transportation Plan Guidelines validation requirements. We will also update the roadway network to reflect the project alternatives and include select local neighborhood streets to evaluate the project purpose objective related to reducing future growth in vehicle traffic on these streets.

As part of the model development work, Fehr & Peers will collect daily traffic counts at up to 15 roadway segments and 2-hour intersection turning movement counts at up to 25 intersections during a.m. and p.m. peak period conditions (i.e., 7-9 a.m. and 4-6 p.m.). The counts will be selected in consultation with the project team, but could include segments or intersections from the following roadways.

City of Sacramento	City of West Sacramento	Caltrans
- Richards Boulevard	- C Street	- I-5
- Jibboom Street	- 1st Street	- SR-160
- I Street	- 2nd Street	
- H Street	- 3rd Street	
- J Street	- 4th Street	
- Capitol Mall	- 5th Street	
- 3rd Street	- Lighthouse Drive	
- 5th Street	- Douglas Drive	
- 7th Street	- Tower Bridge Gateway	





- North B Street

- Jefferson Boulevard

- Sacramento Avenue

These counts will also be used for the traffic operations and impact analysis. Note that environmental impact analysis may require an expanded study area pending the outcome of formal scoping. A project of this magnitude may be declared a project of regional significance under CEQA (Section 21092.4) triggering consultation outreach with transportation planning and public agencies within 10 miles of the project site. For purposes of this preliminary scope, we anticipate that the likely study limits could extend to SR 160 on the east, the American River on the north, Capitol Mall on the south, and Jefferson Boulevard on the west.

Once the travel forecasting model is ready, Fehr & Peers will use it to develop multi-modal travel demand forecasts for up to four (no build plus three build) project alternatives under construction year and design year conditions. This effort will be coordinated with the project team. The forecasts will include the following regional, sub-regional, and local performance measures.

- Vehicle miles of travel (VMT) and Vehicle hours of travel (VHT)
- Traffic volumes for select study roadways and intersections
- Traffic volumes for key neighborhood streets including 'cut through' traffic estimates
- Trip distribution patterns using each bridge

These performance measures will be used to evaluate project alternatives while also aiding in the design process to determine the number of lanes required on the bridge and the configuration of intersection approaches. Construction and design year performance measures will be compared to determine the potential timing for a new bridge at each crossing location.

The performance measures listed above are required to address specific objectives in the need and purpose statement or to respond to information requests that were previously made by key project stakeholders. Achieving reductions in VMT and neighborhood street volume growth are specifically identified in the need and purpose statement.

### *1.1.2 Transportation Analysis*

Detailed transportation analysis will be used to assess multi-modal traffic performance for the no build and the top two recommend build alternatives to emerge from the screening analysis. This analysis will cover the physical and operational conditions of the roadway, transit, bicycle, and pedestrian networks. The roadway analysis will focus on the bridge approaches and connecting roadways and intersections, but will also include an assessment of neighborhood street traffic volume changes (up to ten locations). This analysis will be performed for AM and PM peak hour conditions using 2010 Highway



Capacity Manual (HCM) procedures. These procedures will be applied using the SYNCHRO/SIMTRAFFIC software programs for intersections and the Highway Capacity Software (HCS) or Excel spreadsheets for freeway facilities and roadway segments. Up to 25 intersections, 25 roadway segments, and 6 interchange ramp junctions (four at Richards Boulevard interchange plus the northbound I-Street on-ramp and southbound J Street off-ramp) will be analyzed under existing conditions and for each alternative under construction year and design year conditions to determine a.m. and p.m. peak hour vehicle LOS.

The transit, bicycle, and pedestrian network analysis will focus on whether the project would disrupt any existing facilities or services under construction year conditions plus whether the project would interfere with the planned expansion of these facilities or services under design year (i.e., cumulative) conditions.

#### *1.1.3 - Transportation Impact Analysis for the NEPA/CEQA Documentation*

Fehr & Peers will prepare a transportation impact analysis to comply with CEQA and NEPA for the project based on the transportation analysis. This task will include the following components.

- Environmental transportation setting
- Significance thresholds
- Impact Statements
- Mitigation measures

The environmental setting will describe the existing conditions present at the time of NOP release or as close a date as possible based on the data collection from Tasks I.1. This information will include a summary of the existing transportation conditions sufficient to accurately describe the following network components.

- AM and PM peak hour traffic operations
- Facilities and services related to public transit, freight rail, bicycling, and walking
- Daily traffic volumes on select neighborhood streets (up to 10)

Significance thresholds will be developed based on the current general plans (or equivalent documents for Caltrans) for each travel mode and submitted for review and approval. This does not include neighborhood traffic impacts, which may be added as an optional task (see optional task list below).

Impact statements will be prepared based on the analysis generated during Tasks I.1 and I.2. Mitigation measures will be identified for significant impacts and we will identify potential impacts that could occur from the mitigation measures themselves. Up to 16 hours of professional time has been budgeted to assist the project team in responding to comments on the public drafts of the environmental document.



## I.2 Conceptual Bridge Alignments

MTCO will develop conceptual bridge alignments for the new crossing. The conceptual alignments will include a connection to C Street on the West Sacramento side and at either Camille Lane or Railyards Boulevard on the Sacramento side. Vertical profiles will be developed based upon the published requirements of the CVFPB, USCG, and USACE; conforms of the profiles to the existing roadways on either side of the river will also be reviewed. At this stage, profiles will be conceptual and will be finalized upon the completion of the formal Hydraulic Study.

As a part of this analysis, MTCO will review the overall cross section of the bridge and roadway approaches to ensure that they meet the “Neighborhood Friendly” design requirements. Components of the cross section will include pedestrian/bike facilities and a future streetcar connection. Additionally, MTCO will review alternatives to the existing Sacramento River Bike Trail and potential connections to the trail system on the West Sacramento side of the river.

Callendar will prepare a color rendered “project conceptual plan” illustrating:

- Overall improvements of the project,
- Connections to the West Sacramento California Indian Heritage Center, Sacramento Railyards, and River District, and
- The interaction with potential street car “loops”. Colored renditions and 3D models will be developed for key areas including the landings/interface of the bridge on both sides of the river to better communicate how circulation and interaction between bridge uses will be addressed.

## I.3 Structure Type Feasibility Analysis

Modjeski & Masters will prepare a Feasibility Analysis Report for the movable bridge portion of the project. This analysis will have a review of three structure types (Double Leaf Bascule, Swing Bridge, Lift Bridge) and will include the following:

- The pros and cons of each structure type.
- An estimated cost for a girder, truss, and cable-stayed bridge for each of the three bridge types.
- An estimate a cost of modifications needed to accommodate streetcar in the future.
- Estimated costs for operations and maintenance of each of the structure types.
- Estimated costs for adding special aesthetic treatments.
- A review of proposed aesthetic options to ensure that they are “realistic” and constructible.

## I.4 Conceptual Bridge Architecture and Aesthetics

MacDonald Architects will develop hand-sketched renderings for three (3) bridge concepts, including one bascule bridge, one lift girder bridge, and one swing girder bridge. These concepts



will be designed in conjunction with MTCO and M&M and will take into consideration the context of the community as well as all manmade structures and natural elements. The sketches will show different viewings of the project as well as vantage points taken from the environmental impact report.

M&M will work closely with the bridge architect to assist in generating concepts and to provide a technical review for feasibility and approximate member sizes to ensure any renderings or models are realistically presented. M&M will analyze three (3) bridge types to a level that ensures that if they are chosen to be advanced they are able to be designed and constructed. M&M will update the construction cost estimate for these alternatives.

Deliverables for the three alternatives generated are as follows.

- Prepare plan view of bridge with fenders based on MTCO alignment
- Prepare plan and profile view of the bridge
- Draft Feasibility Report
- Final Feasibility Report

### **1.5 Conceptual Traffic Handling and Demolition Plans**

As a part of the conceptual alignments, MTCO will review traffic calming features that can be included within the project designs. This will include pedestrian/bicycle friendly features such as bulbouts, shortened pedestrian crossings, and buffered bike lanes. Additionally, structural details for demolition of the approach roadways, along with removal of the existing roadway surface, on the existing I Street Bridge will be analyzed.

### **1.6 Preliminary Cost Estimates**

The MTCO Team will provide preliminary Engineer's Estimates for the conceptual alignments and bridge types listed above. Additionally, preliminary Operations and Maintenance Costs will be provided.

Cost estimates consistent with a conceptual design level of analysis will be generated for the alternatives listed below. The estimates will be for planning purposes and include appropriate levels of contingency. Alternatives and their costs will be presented in tabular format for ease of comparison by decision makers.

- Assume one bridge type and span length
  - Preliminary estimates for 2, 3, & 4 lane bridge
  - Additional costs for 3 different sidewalk widths
  - Additional cost for streetcar on bridge
- Assume the same bridge type and both 250' and 300' spans (Feb)



### **I.7 Hydraulic and Hydrologic Studies**

Hydraulic analysis report will be performed to evaluate various alternative crossings of the Sacramento River. The purpose of the hydraulic analysis report will be to 1) determine a preliminary design water surface elevation for the bridge design and geotechnical analysis and 2) determine the impact to water surface elevations of the various alternatives. The various alternatives will be simulated in the model by inserting the pier and abutment dimensions into the 1-dimensional (1-D)) model. An existing hydraulic model (HEC-RAS) of the Sacramento River Flood Control Project will be used for this analysis. The hydraulic model was developed by the US Army Corps of Engineers for the American River Common Features study and has been refined by MBK Engineers for levee improvement work proposed by SAFCA and WSAFCA. Additional refinements may be necessary to ensure accurate representation of the hydraulics in the project reach. Up to three alternatives will be evaluated for flood events ranging from the 2 year to 500 year flood. Hydrology developed by the Corps of Engineers Comprehensive Study or DWR CVHS will be utilized in the hydraulic model. Existing hydraulic models, hydrology, topographic, and bathymetry data will be utilized to the extent possible in the preliminary design hydraulic analysis and no new model development or data collection is proposed.

### **I.8 Geotechnical Engineering Studies**

GEI will prepare a Preliminary Geotechnical/Foundation Analysis Report for the proposed bridge alignment. The report will include a limited search of existing available geotechnical data/information, characterize conditions based on data found, develop preliminary seismic criteria for project, recommend concept level foundation and levee modification designs, and prepare a proposed geotechnical exploration plan for final project design. No geotechnical borings have been scoped with this phase of the project.

### **I.9 30% Plans, Structure Advance Planning Studies, & City Project Report**

MTCO will prepare 30% Plans for the new bridge crossing. Plans will be based upon the Conceptual Designs and will include one alignment option and three structure types. Profiles will be based upon the detailed hydraulic analysis from Task I.7 and the requirements of the structure type. M&M will prepare an Advance Planning Study (APS) for each feasible structure type showing the elevation, cross sections, and plan view of each bridge.

A Project Report which will be prepared based on the 30% Plans and the results from the preliminary engineering tasks above. The report will be prepared consistent with current City standards and will include traffic, preliminary structure type discussion, conceptual geometrics, conceptual aesthetics, and long term maintenance approach. Ultimately, the approved Project Report will be included as a part of the documentation for the Caltrans Preliminary Engineering Evaluation Report (PEER) and Highway Bridge Program High Cost Project Requirements.

#### *1.9.1- Draft Project Conceptual Plan Package*

Callander will prepare a conceptual design package illustrating:

- a) overall improvements of the project



- b) connections to the West Sacramento California Indian Heritage Center, Sacramento Railyards, and River District, and
- c) the interaction with potential streetcar "loops"

Draft concept plan package will be hand drawn, colored, labeled and augmented with graphic symbology to denote critical circulation patterns, nodes and points of interest and importance, and major site constraints. Package will include:

- a) one Draft Conceptual Site Plan
- b) Draft Conceptual Plan Enlargements of two key areas (one plan for each area)
- c) three Draft Illustrative Section/Elevations

Present Draft Concept Plan Package to the project team in a City Staff meeting. Comments and feedback from the team and staff will be recorded for use in refining the design into a final draft.

#### *1.9.2- Refined Project Conceptual Plan Package*

Based on comments received above, refine and color render documents into a final conceptual plan package and submit package to MTCO.

#### ***Deliverables:***

- Traffic Analysis
- Conceptual Bridge Alignments
- Structure Type Feasibility Analysis
- Conceptual Bridge Architecture
- Conceptual Traffic Handling
- Preliminary Cost Estimates
- Hydraulic to Hydraulic Studies
- Preliminary Geotechnical/Foundation Analysis Report
- 30% Plans
- Structure Advance Planning Study
- City Project Report



## J. RIGHT OF WAY SUPPORT FOR PRELIMINARY ENGINEERING

### J.1 Right of Way Data Sheets

Pattison and Associates will prepare right of way data sheets that conform to Caltrans specifications, for budget estimating purposes only. Pattison and Associates will conduct exterior inspections of each of the possible affected properties, and collect and analyze sales data to determine a rough estimate of value for budgetary purposes. These data sheets are not considered appraisals and do not meet all of the requirements of the Uniform Standards of Professional Appraisal Practice (USPAP). Pattison and Associates has experience in preparing right of way data sheets for Caltrans oversight projects.

#### **Deliverables:**

- Right of Way Map
- Right of Way Data Sheets

## K. UTILITY COORDINATION SUPPORT FOR PRELIMINARY ENGINEERING

### **K.1 Utility Coordination**

MTCO will prepare and mail (on City of Sacramento letterhead) "A" and "B" Utility Plans per the City of Sacramento Standards. MTCO will map the existing utilities based on as-built plans, utility maps, field observation, and topographic surveys of above-ground utilities. Although not included in this scope of work, MTCO can obtain a potholing company to perform non-intrusive vacuum excavation at critical locations to determine the positive location of conflicting utilities. This information will be used to develop preliminary relocation strategies for any affected utilities. Any detailed relocation designs, along with "C" Utility Plans will be completed in the PS&E phase.

#### **Deliverable:**

- Utility Coordination

## 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 **\$2,088,805.00**
2. **Billable Rates.** CONTRACTOR shall be paid for the performance of Services on an hourly rate, daily rate, flat fee, lump sum or other basis, as set forth in Attachment 1 to Exhibit B, attached hereto and incorporated herein.
3. **CONTRACTOR's Reimbursable Expenses.** Reimbursable Expenses shall be limited to actual expenditures of CONTRACTOR for expenses that are necessary for the proper completion of the Services and shall only be payable if specifically authorized in advance by CITY.
4. **Payments to CONTRACTOR.**
  - A. Payments to CONTRACTOR shall be made within a reasonable time after receipt of CONTRACTOR's invoice, said payments to be made in proportion to services performed or as otherwise specified in Attachment 1 to Exhibit B. CONTRACTOR may request payment on a monthly basis. CONTRACTOR shall be responsible for the cost of supplying all documentation necessary to verify the monthly billings to the satisfaction of CITY.
  - B. All invoices submitted by CONTRACTOR shall contain the following information:
    - (1) Job Name
    - (2) Description of services billed under this invoice, and overall status of project
    - (3) Date of Invoice Issuance
    - (4) Sequential Invoice Number
    - (5) CITY's Purchase Order Number
    - (6) Total Contract Amount
    - (7) Amount of this Invoice (Itemize all Reimbursable Expenses)
    - (8) Total Billed to Date
    - (9) Total Remaining on Contract
    - (10) Updated project schedule. This shall identify those steps that shall be taken to bring the project back on schedule if it is behind schedule.
  - C. Items shall be separated into Services and Reimbursable Expenses. Billings that do not conform to the format outlined above shall be returned to CONTRACTOR for correction. CITY shall not be responsible for delays in payment to CONTRACTOR resulting from CONTRACTOR's failure to comply with the invoice format described below.

D. Requests for payment shall be sent to:

*Jesse Gohan, Project Manager  
Public Works  
915 I Street, Room 2000  
Sacramento CA 95814*

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

Attachment 1 to Exhibit B

I. COMPENSATION AND PAYMENT

- A. CONTRACTOR shall not commence performance until written "Notice to Proceed" has been issued by CITY Project Manager.
- B. CONTRACTOR shall be reimbursed for services at the specific rate of compensation in the approved 10-H Form(s). The specified rates shall include direct/base hourly rate, fringe benefits, overhead, and profit.
- C. CONTRACTOR shall be reimbursed for Other Direct Costs (ODC), other than services, as identified on the approved 10-H Form(s) with receipts for actual costs, not to exceed the total ODC budget listed on the approved 10-H Form(s).
- D. CONTRACTOR shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, City Code 3.60.180, and all Federal, State, and local laws and ordinances applicable to the work. CONTRACTOR shall be responsible for any future adjustments to prevailing wage rates including, but not limited to, base hourly rates and employer payments as determined by the Department of Industrial Relations. CONTRACTOR is responsible for paying the appropriate rate, including escalations that take place during the term of the Agreement. A mistake, inadvertence, or neglect by CONTRACTOR in failing to pay the correct rates of prevailing wage will be remedied solely by CONTRACTOR and will not, under any circumstances, be considered as the basis of a claim against CITY on this Agreement.
- E. Monthly Invoices
  - 1. Invoices shall be made in arrears based on services provided at specific hourly rates and other direct cost(s) incurred per the approved 10-H Form(s).
  - 2. CONTRACTOR AND SUBCONTRACTOR invoices shall be submitted using the City-template and include the following:
    - a. A Work Plan Summary.
    - b. A copy of all Other Direct Cost invoices and appropriate back up documentation, which is consistent with the approved 10-H Form(s), and do not exceed the total ODC budget.
    - c. A copy of SUBCONTRACTOR invoices.

- d. CONTRACTOR Project Manager's signature certifying that all charges have been reviewed and are in compliance with the contracted terms.
  - e. Copy of the letter from CITY Project Manager approving the overtime expenses for Prevailing Wage staff consistent with the approved 10-H Form(s).
3. For non-federally funded projects, CONTRACTOR shall meet the 5% Local Business Enterprise (LBE) participation requirement, unless an LBE waiver has been obtained by CITY Project Manager prior to the agreement being executed. CONTRACTOR will track LBE utilization and include the % achieved with each invoice. The 5% requirement only applies to those agreements awarded for a not-to-exceed amount over 100K.
  4. For federally funded projects in compliance with 49 CFR 26.37, a Disadvantaged Business Enterprises Utilization Report (Form ADM-3069) is required, as specified in this Agreement.
  5. CONTRACTOR may include SUBCONTRACTOR costs that are treated by the CONTRACTOR as accrued due to such costs having been billed by the SUBCONTRACTOR to CONTRACTOR and recognized by CONTRACTOR and CITY as valid, undisputed, due and payable.
  6. CONTRACTOR shall not add a mark-up to SUBCONTRACTOR or other direct costs included in the approved 10-H form(s).
  7. Invoices for approved monthly services shall be submitted by CONTRACTOR and received by CITY Project Manager within 45 calendar days of the completion of the approved monthly services specified in the Work Plan Summary.

**F. SUPPLEMENTAL AGREEMENTS**

No changes to the total contract amount within the approved scope of work, re-allocation of task budgets, contract expiration date and changes/additions of personnel or SUBCONTRACTORS shall be made or be payable without Supplemental Agreement approved by CITY. No work shall commence until the Supplemental Agreement is executed and written notification has been provided by CITY Project Manager. Any work performed prior to the date of the execution of the Supplemental Agreement shall not be reimbursed. Supplemental Agreements are required for any changes to the scope and terms of the agreement, including but not limited to the following:

1. Increasing the Agreement not-to-exceed amount.

- a. Any increase to the not-to-exceed amount shall include a cost proposal documenting the increase.
2. Adding task(s) within the advertised scope.
3. Redistribution of task budgets.
4. Changes to the total Other Direct Costs (ODC) budgets
5. Any changes or additions to staff.
  - a. Updated 10-H Form(s) for CONTRACTOR and all SUBCONTRACTORS shall be included.
  - b. Any addition or substitution shall be paid at the same or lower rate of the previously approved or similar classification.
  - c. If substitution involves Key Staff, CONTRACTOR shall request and justify the need for substitution and obtain written approval from CITY Project Manager. The justification shall include a resume of the proposed new Key Staff.
6. Adding SUBCONTRACTORS.
7. Extending the sunset date of the Agreement.

## II. COST PRINCIPLES

- A. All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files.
- B. For federally funded projects, all costs must be in accordance with the cost principles of Title 48 Code of Federal Regulations (CFR), Part 31, Contract Cost Principles and Procedures (48 CFR 31 et seq.).
- C. For federally funded projects, CONTRACTOR agrees to comply with federal procedures in accordance with Title 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (49 CFR 18).
- D. Any costs for which payment had been made to CONTRACTOR that are determined by subsequent audit to be unallowable under 48 CFR 31 or 49 CFR 18 are subject to repayment by CONTRACTOR to CITY.

### III. CONFLICT OF INTEREST

- A. CONTRACTOR shall disclose any financial, business, or other relationship with CITY that may have an impact upon the outcome of this contract, or any ensuing CITY construction project. CONTRACTOR shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing CITY construction project, which will follow.
- B. CONTRACTOR hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this contract.
- C. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.

### IV. PROVISIONS FOR REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

CONTRACTOR warrants that this contract was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any CITY employee. For breach or violation of this warranty, CITY shall have the right in its discretion; to terminate the contract without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

V PROHIBITION OF EXPENDING CITY STATE OR FEDERAL FUNDS FOR LOBBYING

A. CONTRACTOR certifies to the best of his or her knowledge and belief that:

1. No state, federal or CITY appropriated funds have been paid, or will be paid by-or-on behalf of CONTRACTOR to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or 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; CONTRACTOR shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- B. 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, US. 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.
- C. CONTRACTOR also agrees by signing this document that he or 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.

VI AUDIT REVIEW PROCEDURES

- A. Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not disposed of by agreement, shall be reviewed by CITY'S Chief Financial Officer.
- B. Not later than 30 days after issuance of the final audit report, CONTRACTOR may request a review by CITY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.

- C. Neither the pendency of a dispute nor its consideration by CITY will excuse CONTRACTOR from full and timely performance, in accordance with the terms of this contract.
- D. CONTRACTOR and SUBCONTRACTORS' contracts, including cost proposals and indirect cost rates (ICR), are subject to audits or reviews such as, but not limited to, a Contract Audit, an Incurred Cost Audit, an ICR Audit, or a certified public accountant (CPA) ICR Audit Workpaper Review. If selected for audit or review, the contract, cost proposal and ICR and related workpapers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR Audit Workpaper Review it is CONTRACTOR's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's workpapers. The contract, cost proposal, and ICR shall be adjusted by CONTRACTOR and approved by CITY contract manager to conform to the audit or review recommendations. CONTRACTOR agrees that individual terms of costs identified in the audit report shall be incorporated into the contract by this reference if directed by CITY at its sole discretion. Refusal by CONTRACTOR to incorporate audit or review recommendations, or to ensure that the Federal, State, or local governments have access to CPA workpapers, will be considered a breach of contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

## VI SUBCONTRACTING

- A. CONTRACTOR shall perform the work contemplated with resources available within its own organization; and no portion of the work pertinent to this contract shall be subcontracted without written authorization by CITY'S Contract Administrator, except that, which is expressly identified in the approved Cost Proposal.
- B. Any subcontract entered into as a result of this contract, shall contain all the provisions stipulated in this contract to be applicable to SUBCONTRACTORS.
- C. Any substitution of SUBCONTRACTORS must be approved in writing by CITY's Contract Administrator prior to the start of work by the SUBCONTRACTOR.

## VII RETENTION OF RECORDS/AUDIT

- A. 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; CONTRACTOR, SUBCONTRACTORS, and CITY shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the

contract, including but not limited to, the costs 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 state, State Auditor, CITY, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of CONTRACTORS that are pertinent to the contract for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. All subcontracts shall contain this provision.

**\*All referenced forms and sample templates will be provided by CITY.**





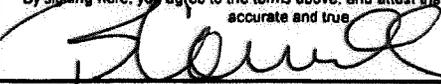
Approved with Supplement # (type Original if It is the Original): original  
 CONTRACTOR Name: AIM Consulting Date: 1/24/2014  
 Project Name: I Street Bridge  
 Project #: TJ136000

Fringe Benefit %	+ Overhead %	= Combined %
21.00%	202.00%	223.00%
Profit %:	10.00%	
[Actual Base Hourly Rate Paid to Employee + (Actual Base Hourly Rate Paid to Employee x Combined %)] = A		
A x Profit % = B      A + B = Actual Fully Loaded Hourly Rate		

Key Staff	Prevailing Wage	Classification	Name	Actual Base Hourly Rate Paid to Employee For Reference Only (Does not include any Fringe or OH)	Actual Fully Loaded Hourly Rate For Reference Only (Includes Fringe, OH & Profit)	Approved Flat Hourly Billing Rate	
Other Direct Costs (ODC)			Meeting materials		\$1,500.00		
			At Cost				
			At Cost				
			At Cost				
			At Cost				
			At Cost				
			At Cost				
			At Cost				
			At Cost				
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			At Cost				
Estimated Total ODC Amount:					\$3,500.00		

- List all Professional and Supervisory staff by Classification and Name. For staff not listed by name, a current payroll document identifying their actual base hourly rate shall be provided with every invoice that they are billing time to. The approved flat hourly billing rates for all employees will be calculated and reimbursed based on their actual base hourly rates per the date noted above. Unless CITY Project Manager assigns a fair and reasonable flat hourly billing rate for selected employees. Approved flat hourly billing 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 with similar experience listed on this cost proposal. The approved flat hourly billing rate shall be all-inclusive, including all mark-ups, fringe, and overhead expenses and profit.
- Key Staff shall be determined by CITY Project Manager. (i.e. Project Manger, a specific Principal Engineer, a specific Structural Engineer, etc. Note Key staff with an "X" in the Key Staff column.
- The employees' actual base 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 SUBCONTRACTOR not previously listed on the approved 10-H Form(s) shall require an executed Supplement Agreement. No work shall commence until the Supplemental Agreement is executed and written notification has been provided by CITY Project Manager. New staff shall be paid at the same or lower approved flat hourly billing rate of the previously approved or similar classification. In addition, if the substitution involves Key Staff, CONTRACTOR must request and justify the need for the substitution and obtain approval from CITY Project Manager. Substituted Key Staff shall be as qualified as the original. The executed Supplemental Agreement shall include updated 10-H Forms for CONTRACTOR and SUBCONTRACTOR(S).
- Approved flat hourly billing rates include all standard equipment including laptop, camera, cell phone, truck, standard personal safety equipment. CITY Project Manager shall approve any other direct costs.
- Note employees/classifications that are subject to prevailing wage requirements with an "X" in the Prevailing Wage column. Prevailing Wage specified is based on current Department of Industrial Relations (DIR) determination. CONTRACTOR shall be responsible for any future adjustments to the prevailing wage, including but not limited to, base hourly rates and employer payments as determined by the DIR. CONTRACTOR is responsible for paying the appropriate rate, including escalations that take place during the term of the Agreement. CONTRACTOR shall be reimbursed at the above listed approved flat hourly billing rates.
- \*Overtime may be reimbursed to classifications where it is required by their union contracts (Prevailing Wage classifications). Overtime will not be charged unless prior written approval is received by CITY Project Manager. CITY shall pay CONTRACTOR at the approved overtime rates noted above. CONTRACTOR 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/>
- Parking, tolls and local transportation costs resulting from commuting to and from the employee's residence to the job site are not reimbursable.
- The Project will not reimburse CONTRACTOR for costs to relocate its staff to the geographic area of the contract. The Project will not reimburse CONTRACTOR for any per diem.
- ODC items are to be in compliance with Code of Federal Regulations, Title 48 Part 31 [Federal Acquisition Regulations (FAR) cost principles] and the firm's company-wide allocation policies and charging practices with all clients including federal government, state government, local agencies and private clients.

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

  
 \_\_\_\_\_  
 CONTRACTOR/SUBCONTRACTOR Project Manager's Signature  
 (type/print name here)

# Specific Rate of Compensation

## CITY OF SACRAMENTO 10-H FORM

Approved with Supplement # (type Original if it is the Original): Original

CONTRACTOR Name: Blackburn Consulting Date: 1/28/2014

Project Name: Replacement of I Street Bridge Overhead Structure

Project #: T15136000

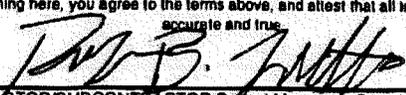
Fringe Benefit % 27.47%	+ *Overhead % 216.20%	=	Combined % 243.67%
Profit %: 10.00%			
[Actual Base Hourly Rate Paid to Employee + (Actual Base Hourly Rate Paid to Employee x Combined %)] = A			
A x Profit % = B		A + B = Actual Fully Loaded Hourly Rate	

Key Staff	Prevailing Wage	Classification	Name	Actual Base Hourly Rate Paid to Employee For Reference Only (Does not include any Fringe or OH)	Actual Fully Loaded Hourly Rate For Reference Only (Includes Fringe, OH & Profit)	Approved Flat Hourly Billing Rate
X		Principal	Robert Lokteff	\$62.50	\$236.27	\$236.27
X		Sr. Project Manager	Walt Plachta	\$57.69	\$218.09	\$218.09
X		Sr. Eng./Geologist	Dave Buck	\$48.00	\$173.90	\$173.90
		Project Engineer	Laura Long	\$28.85	\$173.90	\$109.06
		Drafter/CAD	Michael Robertson	\$33.00	\$124.75	\$124.75
		Assistant	Ashley Lokteff	\$20.00	\$75.61	\$75.61

Other Direct Costs (ODC)	Description	Rate	Units	Total
	Reproduction/Postage	At Cost	1	\$200.00
	Mileage	\$0.58/mile	357	\$200.00
	Commercial Records Search	At Cost	1	\$660.00
	Air Photos / Topographic Maps	At Cost	1.00	\$300.00
	Asbestos / ADL Inspections	At Cost	1	\$4,907.00
	Estimated Total ODC Amount:			

1. List all Professional and Supervisory staff by Classification and Name. For staff not listed by name, a current payroll document identifying their actual base hourly rate shall be provided with every invoice that they are billing time to. The approved flat hourly billing rates for all employees will be calculated and reimbursed based on their actual base hourly rates per the date noted above. Unless CITY Project Manager assigns a fair and reasonable flat hourly billing rate for selected employees. Approved flat hourly billing 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 with similar experience listed on this cost proposal. The approved flat hourly billing rate shall be all-inclusive, including all mark-ups, fringe, and overhead expenses and profit.
2. Key Staff shall be determined by CITY Project Manager. (i.e. Project Manger, a specific Principal Engineer, a specific Structural Engineer, etc. Note Key staff with an "X" in the Key Staff column.
3. The employees' actual base 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 SUBCONTRACTOR not previously listed on the approved 10-H Form(s) shall require an executed Supplement Agreement. No work shall commence until the Supplemental Agreement is executed and written notification has been provided by CITY Project Manager. New staff shall be paid at the same or lower approved flat hourly billing rate of the previously approved or similar classification. In addition, if the substitution involves Key Staff, CONTRACTOR must request and justify the need for the substitution and obtain approval from CITY Project Manager. Substituted Key Staff shall be as qualified as the original. The executed Supplemental Agreement shall include updated 10-H Forms for CONTRACTOR and SUBCONTRACTOR(S).
4. Approved flat hourly billing rates include all standard equipment including laptop, camera, cell phone, truck, standard personal safety equipment. CITY Project Manager shall approve any other direct costs.
5. Note employees/classifications that are subject to prevailing wage requirements with an "X" in the Prevailing Wage column. Prevailing Wage specified is based on current Department of Industrial Relations (DIR) determination. CONTRACTOR shall be responsible for any future adjustments to the prevailing wage, including but not limited to, base hourly rates and employer payments as determined by the DIR. CONTRACTOR is responsible for paying the appropriate rate, including escalations that take place during the term of the Agreement. CONTRACTOR shall be reimbursed at the above listed approved flat hourly billing rates.
6. \*Overtime may be reimbursed to classifications where it is required by their union contracts (Prevailing Wage classifications). Overtime will not be charged unless prior written approval is received by CITY Project Manager. CITY shall pay CONTRACTOR at the approved overtime rates noted above. CONTRACTOR 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/>
7. Parking, tolls and local transportation costs resulting from commuting to and from the employee's residence to the job site are not reimbursable.
8. The Project will not reimburse CONTRACTOR for costs to relocate its staff to the geographic area of the contract. The Project will not reimburse CONTRACTOR for any per diem.
9. ODC items are to be in compliance with Code of Federal Regulations, Title 48 Part 31 [Federal Acquisition Regulations (FAR) cost principles] and the firm's company-wide allocation policies and charging practices with all clients including federal government, state government, local agencies and private clients.

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



CONTRACTOR/SUBCONTRACTOR Project Manager's Signature  
Robert Lokteff

**Specific Rate of Compensation  
CITY OF SACRAMENTO 10-H FORM**

Approved with Supplement # (type Original if it is the Original): Original

CONTRACTOR Name: Callander Associates Date: 01/28/2014

Project Name: I Street Bridge Replacement

Project #: T15136000

<b>Fringe Benefit %</b> 21.00%	+	<b>*Overhead %</b> 163.00%	=	<b>Combined %</b> 184.00%
<b>Profit %:</b>		10.00%		
[Actual Base Hourly Rate Paid to Employee + (Actual Base Hourly Rate Paid to Employee x Combined %)] = A				
A x Profit % = B		A + B = Actual Fully Loaded Hourly Rate		

Key Staff	Prevailing Wage	Classification	Name	Actual Base Hourly Rate Paid to Employee For Reference Only (Does not include any Fringe or OH)	Actual Fully Loaded Hourly Rate For Reference Only (Includes Fringe, OH & Profit)	Approved Flat Hourly Billing Rate
		Principal	Erik Smith	\$61.80	\$193.06	\$193.06
		Associate	Daniel Miller	\$45.38	\$141.77	\$141.77
		Assistant	Jon Bowhay	\$23.10	\$72.16	\$72.16
		Word Processor	Sonja Ditto	\$27.10	\$84.66	\$84.66
					\$0.00	\$0.00
					\$0.00	\$0.00

Other Direct Costs (ODC)	Description	Rate	Units	Total
	Printing (per SF)	\$0.86	875 SF	\$752.50
Estimated Total ODC Amount:				\$752.50

- List all Professional and Supervisory staff by Classification and Name. For staff not listed by name, a current payroll document identifying their actual base hourly rate shall be provided with every invoice that they are billing time to. The approved flat hourly billing rates for all employees will be calculated and reimbursed based on their actual base hourly rates per the date noted above. Unless CITY Project Manager assigns a fair and reasonable flat hourly billing rate for selected employees. Approved flat hourly billing 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 with similar experience listed on this cost proposal. The approved flat hourly billing rate shall be all-inclusive, including all mark-ups, fringe, and overhead expenses and profit.
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- ODC items are to be in compliance with Code of Federal Regulations, Title 48 Part 31 [Federal Acquisition Regulations (FAR) cost principles] and the firm's company-wide allocation policies and charging practices with all clients including federal government, state government, local agencies and private clients.

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

  
 \_\_\_\_\_  
 CONTRACTOR/SUBCONTRACTOR Project Manager's Signature  
 (type/print name here) Erik Smith





Approved with Supplement # (type Original if it is the Original): Original

CONTRACTOR Name: MacDonald Architects

Date: 1/29/2014

Project Name: I Street Bridge

Project #: 15136000

		Fringe Benefit %	+ Overhead %	= Combined %
		26.38%	71.31%	97.67%
		Profit %:	10.00%	
[Actual Base Hourly Rate Paid to Employee + (Actual Base Hourly Rate Paid to Employee x Combined %)] = A				
		A x Profit % = B	A + B = Actual Fully Loaded Hourly Rate	

Key Staff	Prevailing Wage	Classification	Name	Actual Base Hourly Rate Paid to Employee For Reference Only (Does not include any Fringe or OH)	Actual Fully Loaded Hourly Rate For Reference Only (Includes Fringe, OH & Profit)	Approved Flat Hourly Billing Rate
Other Direct Costs (ODC)			At Cost			
			At Cost			
			At Cost			
			At Cost			
			At Cost			
			At Cost			
			At Cost			
			At Cost			
			At Cost			
			At Cost			
			At Cost			
			At Cost			
			At Cost			
			At Cost			
Estimated Total ODC Amount:					\$150.00	

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- ODC items are to be in compliance with Code of Federal Regulations, Title 48 Part 31 [Federal Acquisition Regulations (FAR) cost principles] and the firm's company-

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

  
 \_\_\_\_\_  
 CONTRACTOR/SUBCONTRACTOR Project Manager's Signature  
 Donald MacDonald 







SPECIFIC RATE OF COMPENSATION  
CITY OF SACRAMENTO 10-H FORM

Approved with Supplement # (type Original if it is the Original): Original

CONTRACTOR Name: GEI Consultants, Inc. Date: 2/5/2014

Project Name: 1 Street Bridge over Sacramento River

Project #: (T15136000)

Fringe Benefit % 88.67%	+ *Overhead % 109.60%	= Combined % 198.27%
Profit %: 10.00%		
[Actual Base Hourly Rate Paid to Employee + (Actual Base Hourly Rate Paid to Employee x Combined %)] = A A x Profit % = B      A + B = Actual Fully Loaded Hourly Rate		

Key Staff	Prevailing Wage	Classification	Name	Actual Base Hourly Rate Paid to Employee For Reference Only (Does not include any Fringe or OH)	Actual Fully Loaded Hourly Rate For Reference Only (Includes Fringe, OH & Profit)	Approved Flat Hourly Billing Rate
X		Sr Geotechnical Engineer - Grade 9	Steve Verigin	\$98.56	\$323.37	\$323.37
X		Sr Geologist - Grade 7	Graham Bradner	\$64.04	\$210.11	\$210.11
X		Sr. Project Engineer - Grade 7	Mark Freitas	\$73.56	\$241.35	\$241.35
X		Sr Project Manager - Grade 8	Richard Sanchez	\$71.12	\$241.35	\$233.34
		Staff Professional - Grade 1	Average	\$29.87	\$98.00	\$98.00
		Staff Professional - Grade 2	Average	\$32.92	\$108.01	\$108.00
		Project Professional - Grade 3	Average	\$35.97	\$118.02	\$118.00
		Project Professional - Grade 4	Average	\$40.54	\$133.01	\$133.00
		Senior Professional - Grade 5	Average	\$47.85	\$156.99	\$157.00
		Senior Professional - Grade 6	Average	\$54.56	\$179.01	\$179.00
		Senior Professional - Grade 7	Average	\$64.62	\$212.02	\$212.00
		Senior Consultant - Grade 8	Average	\$72.85	\$239.02	\$239.00
		Senior Consultant - Grade 9	Average	\$89.61	\$294.01	\$294.00
		Senior Principal - Grade 10	Average	\$89.61	\$294.01	\$294.00
		Senior CADD Drafter and Designer	Average	\$35.97	\$118.02	\$118.00
		CADD Drafter / Designer and Senior Technician	Average	\$32.92	\$108.01	\$108.00
		Technician, Word Processor, Administrative Staff	Average	\$26.82	\$88.00	\$88.00
		Office Aide	Average	\$21.03	\$69.00	\$69.00

Other Direct Costs (ODC)	Description	Rate	Units	Total
	Reproduction Costs	At Cost		\$200.00
	(out of office blue lines, xerox, binding)			
	Mail & Delivery Services	At Cost		\$100.00
	(California Overnight and Postage)	At Cost		
	Estimated Total ODC Amount:			\$300.00

Approved with Supplement # (type Original if it is the Original): Original  
 CONTRACTOR Name: GEI Consultants, Inc. Date: 2/5/2014  
 Project Name: I Street Bridge over Sacramento River  
 Project #: (T15136000)

Fringe Benefit % 88.67%	+ Overhead % 109.60%	= Combined % 198.27%
Profit %: 10.00%		
[Actual Base Hourly Rate Paid to Employee + (Actual Base Hourly Rate Paid to Employee x Combined %)] = A		
A x Profit % = B		A + B = Actual Fully Loaded Hourly Rate

Key Staff	Prevailing Wage	Classification	Name	Actual Base Hourly Rate Paid to Employee For Reference Only (Does not include any Fringe or OH)	Actual Fully Loaded Hourly Rate For Reference Only (Includes Fringe, OH & Profit)	Approved Flat Hourly Billing Rate
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List all Professional and Supervisory staff by Classification and Name. For staff not listed by name, a current payroll document identifying their actual base hourly rate shall be provided with every invoice that they are billing time to. The approved flat hourly billing rates for all employees will be calculated and reimbursed based on their actual base hourly rates per the date noted above. Unless CITY Project Manager assigns a fair and reasonable flat hourly billing rate for selected employees. Approved flat hourly billing 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 with similar experience listed on this cost proposal. The approved flat hourly billing rate shall be all-inclusive, including all mark-ups, fringe, and overhead expenses and profit.

Key Staff shall be determined by CITY Project Manager. (i.e. Project Manger, a specific Principal Engineer, a specific Structural Engineer, etc. Note Key staff with an "X" in the Key Staff column.

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Approved flat hourly billing rates include all standard equipment including laptop, camera, cell phone, truck, standard personal safety equipment. CITY Project Manager shall approve any other direct costs.

Note employees/classifications that are subject to prevailing wage requirements with an "X" in the Prevailing Wage column. Prevailing Wage specified is based on current determination of Industrial Relations (DIR) determination. CONTRACTOR shall be responsible for any future adjustments to the prevailing wage, including but not limited to, base hourly rates and employer payments as determined by the DIR. CONTRACTOR is responsible for paying the appropriate rate, including escalations that take place during the term of the Agreement. CONTRACTOR shall be reimbursed at the above listed approved flat hourly billing rates.

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By signing here, you agree to the terms above, and attest that all information is

  
 CONTRACTOR/SUBCONTRACTOR Project Manager's Signature  
 (print name here) Richard Sanchez, P.E.

# Specific Rate of Compensation

## CITY OF SACRAMENTO 10-H FORM

Approved with Supplement # (type Original if it is the Original): Original

CONTRACTOR Name: ICF Jones & Stokes, Inc.

Date: 1/24/2014

Project Name: Replacement of I Street Bridge

Project #: T15136000

Fringe Benefit % 22.55%	+ Overhead % 141.94%	= Combined % 174.49%
Profit % 10.00%		
$(\text{Actual Base Hourly Rate Paid to Employee} \times \text{Profit \%}) = B$ $(\text{Actual Base Hourly Rate Paid to Employee} \times \text{Combined \%}) = A$ $A + B = \text{Actual Fully Loaded Hourly Rate}$		

Key Staff	Prevailing Wage	Classification	Name	Actual Base Hourly Rate Paid to Employee For Reference Only (Does not include any Fringe or OH)	Actual Fully Loaded Hourly Rate For Reference Only (Includes Fringe, OH & Profit)	Approved Flat Hourly Billing Rate
X		Project Director	Maggie Townsley	\$78.81	\$237.96	\$237.96
X		Project Manager	Claire Bromund	\$46.59	\$140.67	\$140.67
		Project Director	Dave Buehler	\$71.91	\$217.12	\$217.12
		Project Director	Gregg Ellis	\$66.72	\$201.45	\$201.45
		Project Director	Stephen Mikesell	\$66.84	\$201.82	\$201.82
		Managing Consultant	Shannon Hatcher	\$55.73	\$168.27	\$168.27
		Technical Director	William Mitchell	\$64.20	\$193.84	\$193.84
		Sr Consultant III	Shilpa Trisal	\$46.67	\$140.91	\$140.91
		Sr Consultant II	John Howe	\$38.72	\$116.91	\$116.91
		Sr Consultant II	Jason Volk	\$37.00	\$111.72	\$111.72
		Sr Consultant II	Michael Vondergeest	\$43.95	\$132.70	\$132.70
		Sr Consultant I	Kathryn Haley	\$41.13	\$124.19	\$124.19
		Sr Consultant I	Christiaan Havelaar	\$38.67	\$116.76	\$116.76
		Sr Consultant I	Alexa La Plante	\$40.89	\$123.46	\$123.46
		Sr Consultant I	Casey Mills	\$35.00	\$105.68	\$105.68
		Sr Consultant I	Jennifer Stock	\$40.62	\$122.65	\$122.65
		Sr Consultant I	Lisa Webber	\$42.43	\$128.11	\$128.11
		Associate Consultant III	Melissa Cascella	\$31.01	\$93.63	\$93.63
		Associate Consultant III	Lella Harris	\$28.24	\$85.27	\$85.27
		Associate Consultant III	Monte Kim	\$33.08	\$99.88	\$99.88
		Associate Consultant III	Tim Messick	\$40.70	\$122.89	\$122.89
		Associate Consultant III	Adam Smith	\$24.66	\$74.46	\$74.46
		Associate Consultant III	Laura Yoon	\$31.52	\$95.17	\$95.17
		Associate Consultant II	Brenda Chang	\$27.30	\$82.43	\$82.43
		Associate Consultant II	Andrea Gueyger	\$26.75	\$80.77	\$80.77
		Associate Consultant II	Tina Sorvari	\$28.38	\$85.69	\$85.69
		Associate Consultant I	James Williams	\$16.95	\$51.18	\$51.18
		GIS Specialist	GIS Specialist	\$31.87	\$96.23	\$96.23
		Lead Editor	Lead Editor	\$32.52	\$98.19	\$98.19
		Publications Specialist	Publications Specialist	\$29.03	\$87.65	\$87.65
		Graphics	Graphics	\$37.50	\$113.23	\$113.23
		Invoicing	Invoicing	\$29.27	\$88.38	\$88.38
		Administrative Technician	Administrative Technician	\$19.70	\$59.48	\$59.48

Other Direct Costs (ODC)	Description	Rate	Units	Total
	Reproductions	At Cost		\$2,867.20
	Equipment Rental	Digital Camera @\$50/day	1	\$50.00
	Equipment Rental	Boat @\$100/day	1	\$100.00
	Equipment Rental	GPS Unit @\$100/day	2	\$200.00
	Equipment Rental	Sound Meter @\$50/day	4	\$200.00
	Postage and Delivery	At Cost		\$770.00
	Surveys and Reports	At Records Search Cost	1	\$900.00
Estimated Total ODC Amount:				\$5,087.20

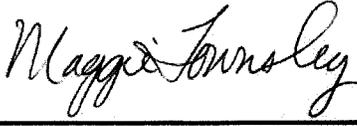
Approved with Supplement # (type Original if it is the Original): Original  
 CONTRACTOR Name: ICF Jones & Stokes, Inc. Date: 1/24/2014  
 Project Name: Replacement of I Street Bridge  
 Project #: T15136000

Fringe Benefit %	+	Overhead %	=	Combined %
32.55%		143.94%		174.49%
Profit %		10.00%		
[Actual Base Hourly Rate Paid to Employee + (Actual Base Hourly Rate Paid to Employee x Combined %)] = A				
A x Profit % = B ; A + B = Actual Fully Loaded Hourly Rate				

Key Staff	Prevailing Wage	Classification	Name	Actual Base Hourly Rate Paid to Employee For Reference Only (Does not include any Fringe or OH)	Actual Fully Loaded Hourly Rate For Reference Only (Includes Fringe, OH & Profit)	Approved Flat Hourly Billing Rate
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- List all Professional and Supervisory staff by Classification and Name. For staff not listed by name, a current payroll document identifying their actual base hourly rate shall be provided with every invoice that they are billing time to. The approved flat hourly billing rates for all employees will be calculated and reimbursed based on their actual base hourly rates per the date noted above. Unless CITY Project Manager assigns a fair and reasonable flat hourly billing rate for selected employees. Approved flat hourly billing 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 with similar experience listed on this cost proposal. The approved flat hourly billing rate shall be all-inclusive, including all mark-ups, fringe, and overhead expenses and profit.
- Key Staff shall be determined by CITY Project Manager. (i.e. Project Manger, a specific Principal Engineer, a specific Structural Engineer, etc. Note Key staff with an "X" in the Key Staff column.
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- Approved flat hourly billing rates include all standard equipment including laptop, camera, cell phone, truck, standard personal safety equipment. CITY Project Manager shall approve any other direct costs.
- Note employees/classifications that are subject to prevailing wage requirements with an "X" in the Prevailing Wage column. Prevailing Wage specified is based on current Department of Industrial Relations (DIR) determination. CONTRACTOR shall be responsible for any future adjustments to the prevailing wage, including but not limited to, base hourly rates and employer payments as determined by the DIR. CONTRACTOR is responsible for paying the appropriate rate, including escalations that take place during the term of the Agreement. CONTRACTOR shall be reimbursed at the above listed approved flat hourly billing rates.
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- Parking, tolls and local transportation costs resulting from commuting to and from the employee's residence to the job site are not reimbursable.
- The Project will not reimburse CONTRACTOR for costs to relocate its staff to the geographic area of the contract. The Project will not reimburse CONTRACTOR for any per diem.
- ODC items are to be in compliance with Code of Federal Regulations, Title 48 Part 31 [Federal Acquisition Regulations (FAR) cost principles] and the firm's company-wide allocation policies and charging practices with all clients including federal government, state government, local agencies and private clients.

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



CONTRACTOR/SUBCONTRACTOR Project Manager's Signature  
 Maggie Townsley

# Specific Rate of Compensation

## CITY OF SACRAMENTO 10-H FORM

Approved with Supplement # (type Original if it is the Original): Original  
 CONTRACTOR Name: Modjeski and Masters, Inc. Date: 2/4/2014  
 Project Name: I Street Bridge Replacement  
 Project #: T15136000

Fringe Benefit %	+	Overhead %	=	Combined %
56.67%		88.90%		143.57%
Profit %:		10.00%		
(Actual Base Hourly Rate Paid to Employee + (Actual Base Hourly Rate Paid to Employee x Combined %)) = A				
A x Profit % = B      A + B = Actual Fully Loaded Hourly Rate				

Key Staff	Prevailing Wage	Classification	Name	Actual Base Hourly Rate Paid to Employee For Reference Only (Does not include any Fringe or OH)	Actual Fully Loaded Hourly Rate For Reference Only (Includes Fringe, OH & Profit)	Approved Flat Hourly Billing Rate
X		Principal	Todd McMearns	\$77.50	\$207.64	\$207.64
X		Project Manager	Lance Borden	\$63.86	\$171.10	\$171.10
X		Lead Mechanical Engineer	Jeff Newman	\$62.13	\$166.46	\$166.46
X		Lead Movable Bridge Engineer	Kevin Johns	\$59.85	\$151.78	\$151.78
		Qa/Qc Lead	Jason Schade	\$51.40	\$137.71	\$137.71
		Senior Structural Engineer	Dan Irwin	\$37.94	\$101.65	\$101.65
		Senior Structural Engineer	Adrienne Crider	\$38.60	\$103.42	\$103.42
		Senior Structural Engineer	Chris Smith	\$39.47	\$105.75	\$105.75
		Senior Structural Engineer	Betsy Reiner	\$37.40	\$100.20	\$100.20
		Senior Structural Engineer	Tim Sturffs	\$35.85	\$96.00	\$96.00
		Senior Mechanical Engineer	Don Miller	\$44.75	\$119.90	\$119.90
		Senior Mechanical Engineer	Elizabeth Sample	\$44.75	\$93.10	\$93.10
		Mechanical Engineer	Tyler Miller	\$32.67	\$87.53	\$87.53
		Senior Electrical Engineer	Joe Strankoski	\$52.38	\$141.68	\$141.68
		Senior Electrical Specialist	Jon Gerhart	\$38.81	\$103.98	\$103.98
		Electro-Mechanical Engineer	Alex Manno	\$28.20	\$75.56	\$75.56
					\$0.00	\$0.00

Other Direct Costs (ODC)	Description	Rate	Units	Total
	Printing	At Cost		\$100.00
	Mileage	0.565	228	\$128.62
	Deliveries	At Cost		\$200.00
	Airfare	700	6	\$4,200.00
	Rental Car	125	6	\$750.00
	Hotel	122.15	6	\$732.90
	Meals	61	12	\$732.00
	Estimated Total ODC Amount:			

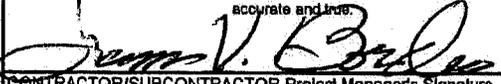
Approved with Supplement # (type Original if it is the Original): Original  
 CONTRACTOR Name: Modjeski and Masters, Inc. Date: 2/4/2014  
 Project Name: Street Bridge Replacement  
 Project #: T15136000

Fringe Benefit %	* Overhead %	=	Combined %
55.67%	86.99%		143.57%
Profit %	10.00%		
[Actual Base Hourly Rate Paid to Employee + (Actual Base Hourly Rate Paid to Employee x Combined %)] = A			
A x Profit % = B      A + B = Actual Fully Loaded Hourly Rate			

Key Staff	Prevailing Wage	Classification	Name	Actual Base Hourly Rate Paid to Employee For Reference Only (Does not include any Fringe or OH)	Actual Fully Loaded Hourly Rate For Reference Only (Includes Fringe, OH & Profit)	Approved Flat Hourly Billing Rate
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- ~~Parking, tolls and local transportation costs resulting from commuting to and from the employee's residence to the job site are not reimbursable.~~
- ~~The Project will not reimburse CONTRACTOR for costs to relocate its staff to the geographic area of the contract. The Project will not reimburse CONTRACTOR for any per diem.~~
- ODC items are to be in compliance with Code of Federal Regulations, Title 48 Part 31 [Federal Acquisition Regulations (FAR) cost principles] and the firm's company-wide allocation policies and charging practices with all clients including federal government, state government, local agencies and private clients.

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



CONTRACTOR/SUBCONTRACTOR Project Manager's Signature  
 Lance V. Borden

Specific Rate of Compensation  
CITY OF SACRAMENTO 10-H FORM

Approved with Supplement # (type Original if it is the Original): Original

CONTRACTOR Name: RBK Engineers Date: 1/27/2014

Project Name: \_\_\_\_\_

Project #: 11536000

Fringe Benefit % 61.63% + Overhead % 102.13% = Combined % 163.76%

Profit % 18.00%

[Actual Base Hourly Rate Paid to Employee + (Actual Base Hourly Rate Paid to Employee x Combined %)] = A  
A x Profit % = B      A + B = Actual Fully Loaded Hourly Rate

Key Staff	Prevailing Wage	Classification	Name	Actual Base Hourly Rate Paid to Employee For Reference Only (Does not include any Fringe or OH)	Actual Fully Loaded Hourly Rate For Reference Only (Includes Fringe, OH & Profit)	Approved Flat Hourly Billing Rate
X		Principal Engineer	Ric Reinhardt	\$70.61	\$224.88	\$224.88
X		Principal Engineer	Don Trieu	\$70.61	\$224.88	\$224.88
X		Project Manager	Claire Marie Turner	\$47.18	\$150.20	\$150.20
					\$150.20	\$0.00
		Supervising Engineer	Mike Archer	\$81.73	\$196.60	\$196.60
		Supervising Engineer	Ben Tustison	\$61.73	\$196.60	\$196.60
		Senior Engineer	Tami Thompson	\$42.12	\$134.15	\$134.15
		Engineer	George Preston	\$40.85	\$130.10	\$130.10
		Engineer	Rajat Saha	\$36.92	\$117.58	\$117.58
		Water Resources Associate	Matt Bachman	\$37.50	\$119.43	\$119.43
		Project Manager	Thomas Engler	\$81.73	\$196.60	\$196.60
		Assistant Engineer	Zach Gomer	\$18.00	\$57.33	\$57.33
		Technical Editor	Corinne Crawley	\$25.38	\$80.83	\$80.83

Other Direct Costs (ODC)	Description	Rate	Units	Total
		At Cost		
Estimated Total ODC Amount				\$0.00

Approved with Supplement # (type Original if it is the Original): Original

CONTRACTOR Name: HBK Engineers

Date: 1/27/2014

Project Name:

Project #: T1585000

Fringe Benefit % + Overhead % = Combined %  
 20.00% + 12.53% = 32.53%

Profit %: 15.00%

[Actual Base Hourly Rate Paid to Employee \* (Actual Base Hourly Rate Paid to Employee x Combined %)] = A  
 A x Profit % = B      A + B = Actual Fully Loaded Hourly Rate

Key Staff	Prevailing Wage	Classification	Name	Actual Base Hourly Rate Paid to Employee For Reference Only (Does not include any Fringe or OH)	Actual Fully Loaded Hourly Rate For Reference Only (Includes Fringe, OH & Profit)	Approved Flat Hourly Billing Rate
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1. List all Professional and Supervisory staff by Classification and Name. For staff not listed by name, a current payroll document identifying their actual base hourly rate shall be provided with every invoice that they are billing time to. The approved flat hourly billing rates for all employees will be calculated and reimbursed based on their actual base hourly rates per the date noted above. Unless CITY Project Manager assigns a fair and reasonable flat hourly billing rate for selected employees. Approved flat hourly billing 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 with similar experience listed on this cost proposal. The approved flat hourly billing rate shall be all-inclusive, including all mark-ups, fringe, and overhead expenses and profit.

2. Key Staff shall be determined by CITY Project Manager. (i.e. Project Manger, a specific Principal Engineer, a specific Structural Engineer, etc. Note Key staff with an "X" in the Key Staff column.

3. The employees' actual base 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 SUBCONTRACTOR not previously listed on the approved 10-H Form(s) shall require an executed Supplement Agreement. No work shall commence until the Supplemental Agreement is executed and written notification has been provided by CITY Project Manager. New staff shall be paid at the same or lower approved flat hourly billing rate of the previously approved or similar classification. In addition, if the substitution involves Key Staff, CONTRACTOR must request and justify the need for the substitution and obtain approval from CITY Project Manager. Substituted Key Staff shall be as qualified as the original. The executed Supplemental Agreement shall include updated 10-H Forms for CONTRACTOR and SUBCONTRACTOR(S).

4. Approved flat hourly billing rates include all standard equipment including laptop, camera, cell phone, truck, standard personal safety equipment. CITY Project Manager shall approve any other direct costs.

5. Note employees/classifications that are subject to prevailing wage requirements with an "X" in the Prevailing Wage column. Prevailing Wage specified is based on current Department of Industrial Relations (DIR) determination. CONTRACTOR shall be responsible for any future adjustments to the prevailing wage, including but not limited to, base hourly rates and employer payments as determined by the DIR. CONTRACTOR is responsible for paying the appropriate rate, including escalations that take place during the term of the Agreement. CONTRACTOR shall be reimbursed at the above listed approved flat hourly billing rates.

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CONTRACTOR/SUBCONTRACTOR Project Manager's Signature

Don Tries

**Specific Rate of Compensation  
CITY OF SACRAMENTO 10-H FORM**

Approved with Supplement # (type Original if it is the Original): Original

CONTRACTOR Name: Mark Thomas & Company, Inc.

Date: \_\_\_\_\_

Project Name: I Street Bridge Replacement

Project #: T15136000

**Fringe Benefit %** + **\*Overhead %** = **Combined %**  
 38.04% + 135.62% = 173.66%

**Profit %:** 10.00%

[Actual Base Hourly Rate Paid to Employee + (Actual Base Hourly Rate Paid to Employee x Combined %)] = A

A x Profit % = B      A + B = Actual Fully Loaded Hourly Rate

Key Staff	Prevailing Wage	Classification	Name	Actual Base Hourly Rate Paid to Employee For Reference Only (Does not include any Fringe or OH)	Actual Fully Loaded Hourly Rate For Reference Only (Includes Fringe, OH & Profit)	Approved Flat Hourly Billing Rate
X		Principal / Project Manager	Robert Himes	\$79.73	\$240.01	\$240.01
X		Engineering Manager IV	Matt Brogan	\$66.44	\$200.00	\$200.00
X		Engineer IX	Zach Siviglia	\$59.00	\$177.61	\$177.61
		Structural Manager	Po-Kang Chen	\$90.00	\$177.61	\$270.92
		Engineer VIII	Adrian Engel	\$58.71	\$176.73	\$176.73
		Engineer VIII	Ken Doty	\$58.21	\$175.23	\$175.23
		Engineer VII	Julie Passalacqua	\$54.50	\$164.06	\$164.06
		Engineer V	Bill Shunk	\$45.32	\$136.42	\$136.42
		Engineer V	Jason Hickey	\$45.00	\$135.46	\$135.46
		Engineer IV	Aaron Silva	\$41.00	\$123.42	\$123.42
		Engineer IV	Megan Johnson	\$41.00	\$123.42	\$123.42
		Engineer IV	Todd Lewis	\$40.50	\$121.92	\$121.92
		Engineer IV	Stephen Nelson	\$39.50	\$118.91	\$118.91
		Engineer III	Victor Sherby	\$37.00	\$111.38	\$111.38
		Engineer III	Joseph Emond	\$36.05	\$108.52	\$108.52
		Engineer II	Truong Pham	\$32.96	\$99.22	\$99.22
		Engineer I	Kira Davis	\$31.00	\$93.32	\$93.32
		Engineer Technician III	Allan Millar	\$37.00	\$111.38	\$111.38
		Engineer Technician III	Janet Doty	\$35.02	\$105.42	\$105.42
		Engineer Technician III	Ruel Opada	\$34.47	\$103.76	\$103.76
		Engineer Technician II	Truong Nguyen	\$32.96	\$99.22	\$99.22
		Engineer Technician II	Galina Boyko	\$27.71	\$83.41	\$83.41
		Engineering Technician Assistant	Spencer Ord	\$15.00	\$45.15	\$45.15
		Land Surveyor II	Matthew Stringer	\$57.50	\$173.09	\$173.09
		Project Surveyor I	Brandon Benton	\$37.08	\$111.62	\$111.62
		Survey Technician	Ryan Michalak	\$32.45	\$97.68	\$97.68
		Survey Technician	Christopher Davis	\$25.75	\$77.51	\$77.51
		Certified Chief of Survey*	Michael Schwoyer	\$38.13	\$114.78	\$114.78
		Certified Chief of Survey*	Octavio Senda	\$38.13	\$114.78	\$114.78
		Certified Chief of Survey*	Ralph Waller	\$38.13	\$114.78	\$114.78
		2-Person Field Crew		\$69.25	\$208.46	\$208.46

Other Direct Costs (ODC)	Description	Rate	Units	Total
	Copies - Civil (10 reports/100 pages)	\$0.05	1000	\$50.00
	Reproductions - full size (100 Sheets x 45 sets)	\$1.00	4500	\$4,500.00
	Reproductions - half size (100 sheets x 50 sets)	\$0.35	\$5,000.00	\$1,750.00
	Overnight Mail/Mail - 1 PER MO. X 16 MO.	\$15	\$24.00	\$360.00
	Misc Survey (Maps, etc.)	\$500	\$1.00	\$500.00
	Safety Plan	\$1,000	\$1.00	\$1,000.00
Estimated Total ODC Amount:				\$8,160.00

Approved with Supplement # (type Original if it is the Original): Original

CONTRACTOR Name: Mark Thomas & Company, Inc. Date: \_\_\_\_\_

Project Name: I Street Bridge Replacement

Project #: T15136000

Fringe Benefit %	+ *Overhead %	=	Combined %
38.04%	135.62%		173.66%
Profit %:			10.00%
[Actual Base Hourly Rate Paid to Employee + (Actual Base Hourly Rate Paid to Employee x Combined %)] = A			
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 \_\_\_\_\_  
 CONTRACTOR/SUBCONTRACTOR Project Manager's Signature  
 (type/print name here) Rob Himes

COST PROPOSAL FOR PROJECT SCOPE																		
	MARK TH							SUBCONSULTANT FEES										
	Principal/Project Manager	Structural Manager	Engineering Manager I	Engineer IX	Engineer VIII	Engineer VII	Engineer V	F&P	MBK	AIM	McDonald Architects	GEI	Callendar	BCI	ICF	OTHER'S SUBTOTAL	TOTAL FEE	
<b>E. Project Management</b>																		
E.1 Project Development Team (PDT) Meetings	100			100						\$23,680						\$23,680	\$66,189	
E.2 Agency Coordination	60			60													\$25,057	
E.3 Project Manager Coordination	40			20													\$13,152	
E.4 Project Schedule	20			20													\$8,352	
E.5 Monthly Status Reports	24																\$5,760	
E.6 Quality Control	8	20	80														\$21,920	
E.7 Funding Assistance/Local Programs Compliance	8		80		40												\$24,889	
<b>Subtotal Task 1</b>	<b>260</b>	<b>20</b>	<b>160</b>	<b>200</b>	<b>40</b>					<b>\$23,680</b>						<b>\$23,680</b>	<b>\$165,413</b>	
<b>F. N EPA/CEQA DOCUMENTATION</b>																		
F.1 Bridge Location Feasibility Study Report	20			20													\$21,477	
F.2 Preliminary Environmental Study (PES) Form	8			10													\$5,189	
F.3 Technical Studies	20			80									\$25,120	\$530,741	\$555,861		\$582,935	
F.4 Environmental Document (NEPA/CEQA)	20			60													\$15,457	
F.5 Permitting Agency Coordination	20			60													\$15,457	
<b>Subtotal Task 2</b>	<b>88</b>			<b>230</b>									<b>\$25,120</b>	<b>\$530,741</b>	<b>\$555,861</b>		<b>\$639,915</b>	
<b>G. DATA COLLECTION, MAPPING, SURVEYS</b>																		
G.1 Data Gathering/Field Review				10													\$29,981	
G.2 Base Mapping																	\$18,531	
G.3 Record of Survey																	\$50,388	
<b>Subtotal Task 3</b>				<b>10</b>													<b>\$92,001</b>	
<b>H. PUBLIC RELATIONS</b>																		
H.1 Stakeholder Outreach	20			20						\$13,290						\$13,290	\$23,127	
H.2 Public Meetings	20			20						\$49,490						\$49,490	\$71,609	
H.3 Ktosks																	\$4,094	
<b>Subtotal Task 4</b>	<b>40</b>			<b>40</b>						<b>\$62,780</b>						<b>\$62,780</b>	<b>\$98,829</b>	
<b>I. PRELIMINARY ENGINEERING</b>																		
I.1 Traffic Analysis																		
I.1.1 - Travel Forecasting and Alternatives Screening	8			20													\$5,472	
I.1.2 - Transportation Analysis	8			20													\$181,066	
I.2 Conceptual Bridge Alignments	8	30	40														\$36,337	
I.3 Structure Type Feasibility Analysis	8	20	20	60													\$307,629	
I.4 Conceptual Bridge Architecture and Aesthetics	8		20	20						\$44,992		\$30,225					\$85,144	
I.5 Conceptual Traffic Handling and Demolition Plans		20	20	30	40												\$36,461	
I.6 Preliminary Cost Estimates	8		20	20	40												\$35,529	
I.7 Hydraulic and Hydrologic Studies	8		20						\$132,678								\$132,678	
I.8 Geotechnical Engineering Studies		16			24							\$51,446					\$51,446	
I.9 30% Plans, Structure Advance Planning Studies, & City Project Report	32	20	60	60	80												\$122,100	
<b>Subtotal Task 5</b>	<b>88</b>	<b>76</b>	<b>30</b>	<b>240</b>	<b>194</b>	<b>16</b>			<b>\$6,594</b>	<b>\$132,678</b>	<b>\$44,992</b>	<b>\$51,446</b>	<b>\$30,225</b>			<b>\$742,564</b>	<b>\$1,032,718</b>	
<b>J. RIGHT OF WAY SUPPORT FOR PRELIMINARY ENGINEERING</b>																		
J.1 Right of Way Map																	\$17,973	
<b>Subtotal Task 6</b>																	<b>\$17,973</b>	
<b>K. UTILITY COORDINATION SUPPORT FOR PRELIMINARY ENGINEERING</b>																		
K.1 Utility Coordination	8			40													\$17,212	
<b>Subtotal Task 7</b>	<b>8</b>			<b>40</b>													<b>\$17,212</b>	
<b>Optional Tasks</b>																		
<b>Subtotal Optional Tasks</b>																		
<b>REIMBURSEABLES</b>																		
SUBCONSULTANT MARKUP (5%)										\$3,500							\$3,500	
<b>PROJECT TOTAL</b>	<b>484</b>	<b>96</b>	<b>190</b>	<b>760</b>	<b>40</b>	<b>194</b>	<b>16</b>		<b>\$6,594</b>	<b>\$132,678</b>	<b>\$89,960</b>	<b>\$44,992</b>	<b>\$51,446</b>	<b>\$30,225</b>	<b>\$25,120</b>	<b>\$530,741</b>	<b>\$1,388,385</b>	<b>\$2,088,805</b>

**EXHIBIT C**

**PROFESSIONAL SERVICES AGREEMENT FOR DESIGN PROFESSIONALS**

**FACILITIES AND EQUIPMENT TO BE PROVIDED BY CITY**

CITY shall [check one]  Not furnish any facilities or equipment for this Agreement; or

furnish the following facilities or equipment for the Agreement [*list, if applicable*]:

## EXHIBIT D

### PROFESSIONAL SERVICES AGREEMENT FOR DESIGN PROFESSIONALS

#### GENERAL PROVISIONS

##### 1. Independent Contractor.

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

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

**7. CONTRACTOR Information.**

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

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

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

**9. Term; Suspension; Termination.**

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

**10. Indemnity.**

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

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

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

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

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

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

A. Minimum Scope & Limits of Insurance Coverage

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

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

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

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

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

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

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

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

B. Additional Insured Coverage

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

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

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

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

C. Other Insurance Provisions

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

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

D. Acceptability of Insurance

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

E. Verification of Coverage

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

F. Subcontractors

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

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

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

13. **Entire Agreement.** This document, including all Exhibits, contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Agreement. No alteration to the terms of this Agreement shall be valid unless approved in writing by CONTRACTOR, and by CITY, in accordance with applicable provisions of the Sacramento City Code.
14. **Severability.** If any portion of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.
15. **Waiver.** Neither CITY acceptance of, or payment for, any Service or Additional Service performed by CONTRACTOR, nor any waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.
16. **Enforcement of Agreement.** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court or Federal District Court located in Sacramento County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.
17. **Assignment Prohibited.** The expertise and experience of CONTRACTOR are material considerations for this Agreement. CITY has a strong interest in the qualifications and capability of the persons and entities 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 24<sup>th</sup> 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 24<sup>th</sup> 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 \_\_\_\_\_, contingent upon approval from the State, and expire on December 31, 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 \$ 2,088,805.00. 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 proceeding two-year period because of the Contractor's failure to comply with an order of a Federal court that orders the Contractor to comply with an order of the National Labor Relations Board.
- G.** It is understood and agreed that the contract's not-to-exceed amount is an estimate and that City of Sacramento will pay only for those services actually rendered as authorized by the Contract Manager or his/her designee.
- H.** The Contractor shall not commence performance of work or services until this contract has been approved by the City and State and notification to proceed has been issued by City and State's Contract Manager. No payment will be made for approval of this contract.
- I.**
1. For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable, and other matters connected with the performance of the contract pursuant to Government Code 8546.7, the Contractor, subcontractors, the City of Sacramento and the State shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the cost of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The City of Sacramento, the State, the State Auditor, FHWA or duly authorized representative shall have access to any books, records, and documents of the Contractor that are pertinent to the contract for audits examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.
  2. Any subcontract entered into as a result of this contract shall contain all the provisions this article.

**J. Introduction Under Early Termination**

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

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

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

A. Consultant's Reports Under Early Termination

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

B. Invoice Submittal Under Early Termination

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

C. Expenses Payable Under Early Termination

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

D. Termination issues for Subconsultants, Materialmen, Etc.

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

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

E. Cost Principals Under Early Termination

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

F. Adjustment of Fixed Fee Under Early Termination

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

G. Disputes Under Early Termination Conditions

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

**(NAME OF SUBCONSULTANT(s)): SEE 10-H See Exhibit 1 to attachment 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 10-H 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-F CERTIFICATION OF CONSULTANT, COMMISSIONS & FEES**

I HEREBY CERTIFY that I am the Principal \_\_\_\_\_, and duly authorized representative of the firm of AIM Consulting, Inc. \_\_\_\_\_, whose address is 2523 J Street, Suite 202, Sacramento, CA 95816 \_\_\_\_\_, 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.

11/5/13 \_\_\_\_\_

(Date)



(Signature)

2) DLAE (with contract copy)

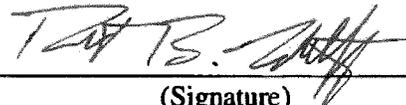
**EXHIBIT 10-F CERTIFICATION OF CONSULTANT, COMMISSIONS & FEES**

I HEREBY CERTIFY that I am Vice President of Engineering \_\_\_\_\_, and duly authorized representative of the firm of Blackburn Consulting \_\_\_\_\_, whose address is 11521 Blocker Drive, Suite 110, Auburn CA 95603 \_\_\_\_\_, 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.

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11/05/13  
(Date)

  
(Signature)

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

EXHIBIT 10-F CERTIFICATION OF CONSULTANT, COMMISSIONS & FEES

I HEREBY CERTIFY that I am the Principal in charge, and duly authorized representative of the firm of Callander Associates, whose address is 1180 SUN CENTER DR, SUITE 104, RANCHO CORDOVA, CA 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.

11/5/2013  
(Date)

  
(Signature)

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

EXHIBIT 10-F CERTIFICATION OF CONSULTANT, COMMISSIONS & FEES

I HEREBY CERTIFY that I am the OWNER, and duly authorized representative of the firm of DONALD MACDONALD ARCHITECTS whose address is 1516-FOLSOM S.F. CA. 94103 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.

NOV 5/13  
(Date)

  
(Signature)

Distribution: 1) Local Agency Project File (Original & Contract)  
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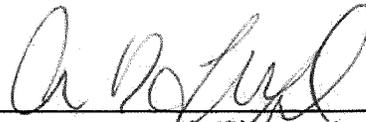
EXHIBIT 10-F CERTIFICATION OF CONSULTANT, COMMISSIONS & FEES

I HEREBY CERTIFY that I am the Executive Vice President, and duly authorized representative of the firm of Fehr & Peers, whose address is 2990 Lava Ridge Court, Suite 200, Roseville, CA 95661, 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.

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11/5/13  
(Date)

  
(Signature)

Distribution: 1) Local Agency Project File (Original & Contract)  
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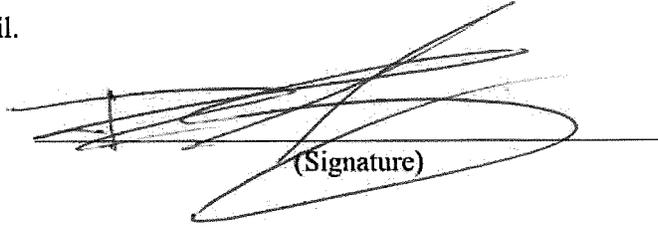
EXHIBIT 10-F CERTIFICATION OF CONSULTANT, COMMISSIONS & FEES

I HEREBY CERTIFY that I am the Richard Sanchez, and duly authorized representative of the firm of GEI, Consultants, Inc., whose address is 2868 Prospect Park Drive, Suite 400, Rancho Cordova, CA 95670, 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.

November 5, 2013  
(Date)

  
(Signature)

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

**EXHIBIT 10-F CERTIFICATION OF CONSULTANT, COMMISSIONS & FEES**

I HEREBY CERTIFY that I am the Vice President, and duly authorized representative of the firm of ICF Jones & Stokes, Inc., whose address is 630 K Street, Suite 400, Sacramento California 95814, 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.

11/06/13  
(Date)

Maggie Jounley  
(Signature)

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

**EXHIBIT 10-F CERTIFICATION OF CONSULTANT, COMMISSIONS & FEES**

I HEREBY CERTIFY that I am the CFO/Treasurer, and duly authorized representative of the firm of Modjeski and Masters, Inc., whose address is 100 Sterling Parkway, Mechanicsburg, PA 17050, 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.

11/5/2013  
(Date)

  
(Signature)

Distribution: 1) Local Agency Project File (Original & Contract)  
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**EXHIBIT 10-F CERTIFICATION OF CONSULTANT, COMMISSIONS & FEES**

I HEREBY CERTIFY that I am the Principal Engineer, and duly authorized representative of the firm of MBK Engineer, whose address is 1771 Tribute Road Suite A, Sacramento, CA 95815 , 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.

11-5-2013  
(Date)

  
(Signature)

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

**EXHIBIT 10-F CERTIFICATION OF CONSULTANT, COMMISSIONS & FEES**

I HEREBY CERTIFY that I am the Vice President, and duly authorized representative of the firm of Mark Thomas and Company, Inc., whose address is 1960 Zanker Road, San Jose, CA 95112, 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.

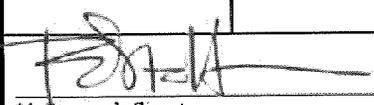
11-06-13  
(Date)

  
(Signature)

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

**EXHIBIT 10-01 CONSULTANT PROPOSAL DBE COMMITMENT**

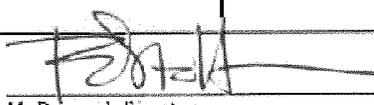
(Inclusive of all DBEs listed at bid proposal. Refer to instructions on the reverse side of this form)

<b>Consultant to Complete this Section</b>			
1. Local Agency Name: <u>City of Sacramento</u>			
2. Project Location: <u>Sacramento, CA</u>			
3. Project Description: <u>Replacement of I Street Bridge Overhead Structure and Approaches with a New Bridge over the Sacramento River</u>			
4. Consultant Name: <u>Mark Thomas &amp; Company</u>			
5. Contract DBE Goal %: <u>7.99</u>			
<b>DBE Commitment Information</b>			
6. Description of Services to be Provided	7. DBE Firm Contact Information	8. DBE Cert. Number	9. DBE %
Public Outreach	AIM Consulting 221 Randall Drive, Folsom, CA 95630 (916) 442-1188	35954	4.31
Technical Editing of the biological technical studies	Egret, Inc. 30 El Camino Real, Vallejo, CA 94590 (707) 566-9500	27903	1.09
Air Quality Study	Terry A Hayes Associates, LLC 8522 National Blvd, Ste. 102 Culver City, CA 90232 (310) 838-4200	4489	0.83
<b>Local Agency to Complete this Section</b>		10. Total % Claimed	<u>see below</u> %
16. Local Agency Contract Number: _____		 11. Preparer's Signature  Robert A. Himes 12. Preparer's Name (Print)  Vice President 13. Preparer's Title	
17. Federal-aid Project Number: _____			
18. Proposed Contract Execution Date: _____			
Local Agency certifies that all DBE certifications are valid and the information on this form is complete and accurate:			
19. Local Agency Representative Name (Print) _____		14. Date <u>11-7-13</u> (916) 381-9100	
20. Local Agency Representative Signature _____		15. (Area Code) Tel. No.	
21. Date _____			
22. Local Agency Representative Title _____		23. (Area Code) Tel. No. _____	

Distribution: (1) Original - Consultant submits to local agency with proposal  
(2) Copy - Local Agency files

**EXHIBIT 10-01 CONSULTANT PROPOSAL DBE COMMITMENT**

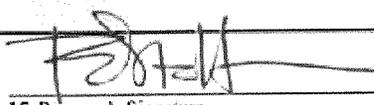
(Inclusive of all DBEs listed at bid proposal. Refer to instructions on the reverse side of this form)

<b>Consultant to Complete this Section</b>			
1. Local Agency Name: <u>City of Sacramento</u>			
2. Project Location: <u>Sacramento, CA</u>			
3. Project Description: <u>Replacement of I Street Bridge Overhead Structure and Approaches with a New Bridge over the Sacramento River</u>			
4. Consultant Name: <u>Mark Thomas &amp; Company</u>			
5. Contract DBE Goal %: <u>7.99</u>			
<b>DBE Commitment Information</b>			
6. Description of Services to be Provided	7. DBE Firm Contact Information	8. DBE Cert Number	9. DBE %
Field Surveys	ESP Surveying, Inc. 5854 S. Elm Ave, Fresno, CA 93706 (558) 442-0583	12505	0.31
Right of Way, Mapping	PARC Civil, Inc. 301 Mission Ave, #202, Oceanside, CA 92054 (760) 518-6266	39254	0.75
Utility Potholing	Bess Testlab, Inc. 881 George St, Santa Clara, CA 95054 (408) 968-0101	34267	0.72
<b>Local Agency to Complete this Section</b>			10. Total % Claimed
16. Local Agency Contract Number: _____			<u>8.00</u> %
17. Federal-aid Project Number: _____			
18. Proposed Contract Execution Date: _____			
Local Agency certifies that all DBE certifications are valid and the information on this form is complete and accurate:			11. Preparer's Signature 
19. Local Agency Representative Name (Print) _____			12. Preparer's Name (Print) <u>Robert A. Himes</u>
20. Local Agency Representative Signature _____			13. Preparer's Title <u>Vice President</u>
21. Date _____			14. Date <u>11-7-13</u>
22. Local Agency Representative Title _____			15. (Area Code) Tel. No. <u>(916) 381-9100</u>
23. (Area Code) Tel. No. _____			

**Distribution:** (1) Original - Consultant submits to local agency with proposal  
(2) Copy - Local Agency files

**EXHIBIT 10-02 CONSULTANT CONTRACT DBE INFORMATION**

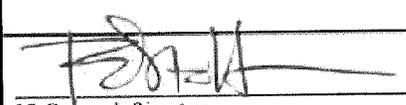
(Inclusive of all DBEs listed at contract award. Refer to instructions on the reverse side of this form)

<b>Consultant to Complete this Section</b>			
1. Local Agency Name: <u>City of Sacramento</u>			
2. Project Location: <u>Sacramento, CA</u>			
3. Project Description: <u>Replacement of I Street Bridge Overhead Structure and Approaches with a New Bridge over the Sacramento River</u>			
4. Total Contract Award Amount: \$ <u>2,088,805</u>			
5. Consultant Name: <u>Mark Thomas &amp; Company</u>			
6. Contract DBE Goal %: <u>7.99</u>			
7. Total Dollar Amount for all Subconsultants: \$ <u>1,388,385</u>			
8. Total Number of all Subconsultants: <u>9</u>			
<b>Award DBE/DBE Information</b>			
9. Description of Services to be Provided	10. DBE/DBE Firm Contact Information	11. DBE Cert. Number	12. DBE Dollar Amount
Public Outreach	AIM Consulting 221 Randall Drive, Folsom, CA 95830 (916) 442-1168	35954	\$89,960
Technical Editing of the biological technical studies	Egret, Inc. 30 El Camino Real, Vallejo, CA 94590 (707) 556-9500	27903	\$22,705
<b>Local Agency to Complete this Section</b>		13. Total Dollars Claimed	\$ <u>See below</u>
20. Local Agency Contract Number: _____		14. Total % Claimed	<u>see below %</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) _____			
24. Local Agency Representative Signature _____		25. Date _____	
26. Local Agency Representative Title _____		27. (Area Code) Tel. No. _____	
<b>Caltrans to Complete this Section</b>			
Caltrans District Local Assistance Engineer (DLAE) certifies that this form has been reviewed for completeness:			
28. DLAE Name (Print) _____		29. DLAE Signature _____	
		30. Date _____	
		15. Preparer's Signature 	
		16. Preparer's Name (Print) Robert A. Himes	
		17. Preparer's Title Vice President	
		18. Date 11-7-13	19. (Area Code) Tel. No. (916) 381-9100

**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

**EXHIBIT 10-O2 CONSULTANT CONTRACT DBE INFORMATION**

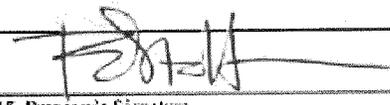
(Inclusive of all DBEs listed at contract award. Refer to instructions on the reverse side of this form)

<b>Consultant to Complete this Section</b>			
1. Local Agency Name: <u>City of Sacramento</u>			
2. Project Location: <u>Sacramento, CA</u>			
3. Project Description: <u>Replacement of I Street Bridge Overhead Structure and Approaches with a New Bridge over the Sacramento River</u>			
4. Total Contract Award Amount: \$ <u>2,088,805</u>			
5. Consultant Name: <u>Mark Thomas &amp; Company</u>			
6. Contract DBE Goal %: <u>7.99</u>			
7. Total Dollar Amount for <u>all</u> Subconsultants: \$ <u>1,388,385</u>			
8. Total Number of <u>all</u> Subconsultants: <u>9</u>			
<b>Award DBE/DBE Information</b>			
9. Description of Services to be Provided	10. DBE/DBE Firm Contact Information	11. DBE Cert. Number	12. DBE Dollar Amount
Air Quality Study	Terry A Hayes Associates, LLC 8622 National Blvd, Ste. 102 Culver City, CA 90232 (310) 838-4200	4489	\$17,340
Field Surveys	ESP Surveying, Inc. 5654 S. Elm Ave, Fresno, CA 93708 (558) 442-0663	12505	\$6450
<b>Local Agency to Complete this Section</b>			13. Total Dollars Claimed \$ <u>See below</u>
20. Local Agency Contract Number: _____			
21. Federal-aid Project Number: _____			14. Total % Claimed <u>See below</u> %
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  16. Preparer's Name (Print) <u>Robert A. Himes</u> 17. Preparer's Title <u>Vice President</u> 18. Date <u>11-7-13</u> 19. (Area Code) Tel. No. <u>(916) 381-9100</u>
24. Local Agency Representative Signature _____		25. Date _____	
26. Local Agency Representative Title _____		27. (Area Code) Tel. No. _____	
<b>Caltrans to Complete this Section</b>			
Caltrans District Local Assistance Engineer (DLAE) certifies that this form has been reviewed for completeness:			
28. DLAE Name (Print) _____	29. DLAE Signature _____	30. Date _____	

**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

**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)

<b>Consultant to Complete this Section</b>			
1. Local Agency Name: <u>City of Sacramento</u>			
2. Project Location: <u>Sacramento, CA</u>			
3. Project Description: <u>Replacement of I Street Bridge Overhead Structure and Approaches with a New Bridge over the Sacramento River</u>			
4. Total Contract Award Amount: \$ <u>2,088,805</u>			
5. Consultant Name: <u>Mark Thomas &amp; Company</u>			
6. Contract DBE Goal %: <u>7.99</u>			
7. Total Dollar Amount for <u>all</u> Subconsultants: \$ <u>1,388,385</u>			
8. Total Number of <u>all</u> Subconsultants: <u>9</u>			
<b>Award DBE/DBE Information</b>			
9. Description of Services to be Provided	10. DBE/DBE Firm Contact Information	11. DBE Cert. Number	12. DBE Dollar Amount
Right of Way, Mapping	PARC Civil, Inc. 301 Mission Ave. #202, Oceanside, CA 92054 (760) 510-6266	39254	\$15,600
Utility Potholing	Bess Testlab, Inc. 897 George St, Santa Clara, CA 95054 (408) 985-0101	34267	\$15,000
<b>Local Agency to Complete this Section</b>		13. Total Dollars Claimed	\$ <u>167,055</u>
20. Local Agency Contract Number: _____		14. Total % Claimed	<u>8.00</u> %
21. Federal-aid Project Number: _____		 15. Preparer's Signature <b>Robert A. Himes</b> 16. Preparer's Name (Print) Vice President 17. Preparer's Title 11-7-13      (916) 381-9100 18. Date      19. (Area Code) Tel. No.	
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) _____			
24. Local Agency Representative Signature _____	25. Date _____		
26. Local Agency Representative Title _____	27. (Area Code) Tel. No. _____		
<b>Caltrans to Complete this Section</b>			
Caltrans District Local Assistance Engineer (DLAE) certifies that this form has been reviewed for completeness:			
28. DLAE Name (Print) _____	29. DLAE Signature _____	30. Date _____	

**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

**Appendix**

**B**

**Internal Control Questionnaire**

## Internal Control Questionnaire (ICQ) for Consulting Engineers

Name of Engineering Consultant - (the Company): Mark Thomas & Company, Inc.  
TIN (Taxpayer Identification Number): 94-1451490  
Headquarters Address: 1960 Zanker Road  
Company Website: www.markthomas.com  
Fiscal Year End: 12/31/12  
This ICQ was prepared for (DOT/agency name): DOT/City of Sacramento  
Time Period Covered: 1/01/2012 - 12/31/2012  
Location of Accounting Records: Headquarters

- Please include the following items as attachments to this ICQ:

- FAR Part 31 Overhead Audit Report for most recent fiscal year, including audited Statement of Direct Labor, Fringe Benefits, and General Overhead (hereinafter Indirect Cost Rate Schedule") and related reconciliation to the financial statements.
- Cognizant audit report or cognizant letter of concurrence from the cognizant Government agency.  
*Check here if not applicable:*
- Post-closing trial balance and financial statements (balance sheet, income statement, and statement of cash flows) for the most recent fiscal year. (Note: If the indirect cost rate schedule does not directly tie to the trial balance, then please provide a supplemental reconciliation schedule.)
- Current chart of accounts that ties to financial statements and indirect cost rate schedule.
- Independent Auditor's Report on financial statements and accompanying management letter.  
*Check here if not applicable:*
- Sample timesheet.
- The Company's policies for vacation and sick leave.
- The Company's bonus policy.
- Other written policies, as requested throughout this ICQ.

**Note:** Throughout this ICQ, all references to AASHTO Guide" pertain to the 2012 Edition of the AASHTO Uniform Audit & Accounting Guide.

- Please identify the Company's primary contact for accounting questions:

Name: Yen Dau  
Title: Controller  
Phone Number: (408) 453-5373  
E-mail Address: ydau@markthomas.com  
Mailing address (if different than headquarters address listed above):

### A. Background Information

**A.1. Year Established.** When was the Company formed? 1927

**A.2. Business Form.** What form of business entity is the Company?

- Sole Proprietorship     Partnership     C Corporation     S Corporation  
 Other \_\_\_\_\_

**AASHTO Internal Control Questionnaire (ICO) for Consulting Engineers**

**A.3. Parent/Subsidiary.** Is the Company a subsidiary of any other company?

- Yes      If yes, please explain:
- No

**A.4. Common Ownership.** Does the Company own or control any other company or legal entity (e.g., trust or foundation) through common ownership? (See AASHTO Guide Section 8.23.B for details.)

- Yes      If yes, please explain:
- No

**A.5. Ownership.** Please list the stockholders, partners, or other owners with greater than five percent ownership of the Company and their respective percentages of ownership.

**Table 1: Company Ownership**

Name	Title	Ownership Percentage
Michael J. Lohman	President/CEO	7.53 %
Richard K. Tanaka	Chairman of Board/CFO	16.25 %
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%

**A.6. Services Provided.** What types of services does the Company provide? (e.g., consultant--Architectural and Engineering Design)

- a. Civil Engineering
- b. Land Surveying
- c. Structure Engineering
- d.

**A.7. Locations.** How many offices does the Company operate, and where are these offices located?

- a. Number: 9
- b. Locations: San Jose, Cupertino, Fresno, Irvine, Oakland, Sacramento, Salinas, San Mateo, and Walnut Creek, California

**AASHTO Internal Control Questionnaire (ICQ) for Consulting Engineers**

**A.8. Number of Employees.** How many employees (including managers and principals) does the Company currently employ?

a. Full time: 154 b. Part time: 16

- Has this number changed in the past one-year period?

No  Yes. If yes," please explain: MTCO and MTS Reorganization

**A.9. Revenue Sources.**

1. For most recent fiscal year, what percentage of the Company's revenue was generated from each of the following?

a. State government: 74 % c. Local government: 25 %  
 b. Federal government: 0 % d. Commercial/private: 1 %

2. Please specify all revenues earned as either a prime consultant or subconsultant:

a. Revenues from Government Projects: \$ 2,026,500  
 b. Revenues Other Customers: \$ 550,000  
 Total Company Gross Revenue: \$ 2,576,500

**A.10. Contract Mix.** What percentage of the Company's revenue was generated from each of the following contract types?

a. Lump sum: 10 % c. Cost plus (time and materials): 87 %  
 b. Cost plus fixed fee: 3 % d. Other:      % Please explain "Other."

**B. Accounting: General Background**

**B.1. Fiscal Period.** Has the Company used the same fiscal reporting period for the past two years?

Yes  No

**B.2. Accounting Method/Basis.** What basis of accounting does the Company use to prepare general purpose financial statements?

Cash  Accrual  Hybrid. Please explain Hybrid."

- Was the same basis of accounting also used to prepare the firm's indirect cost rate schedule?

Yes  No. Please explain:

**B.3. Accounting Policies.** Does the Company have written accounting policies that address the following topics?

(If yes," please provide a copy.)	Yes	No
a. Accounting system .....	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Billing .....	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. Cost estimating/allowability .....	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. Recording time worked/timesheet preparation .....	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e. Fringe benefits/leave time .....	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f. Recording overtime .....	<input checked="" type="checkbox"/>	<input type="checkbox"/>
g. Compliance with FAR Part 31 <sup>(1)</sup> and applicable CAS .....	<input checked="" type="checkbox"/>	<input type="checkbox"/>
h. Recording direct and indirect costs .....	<input checked="" type="checkbox"/>	<input type="checkbox"/>
i. Overhead/indirect cost rate development .....	<input checked="" type="checkbox"/>	<input type="checkbox"/>
j. Billing rate development .....	<input checked="" type="checkbox"/>	<input type="checkbox"/>

<sup>(1)</sup> FAR Part 31 is codified at 48 CFR Part 31, which is available at <https://www.acquisition.gov/far/html/FARTDCP31.html>.

## AASHTO Internal Control Questionnaire (ICQ) for Consulting Engineers

**B.4. Preparing the Indirect Cost Schedule.** How frequently does the Company prepare an indirect cost rate schedule to determine costs eligible for reimbursement per FAR Part 31?

Annually       Other (please specify):

- Was the most recent schedule prepared by the Company or by another entity instead (e.g., CPA firm)?

Prepared by:     Internal staff       External party (specify): CPA Firm

- Period covered by most recent indirect cost schedule:

One-year period ended December 31, 20 12

Other (please specify): \_\_\_\_\_

**B.5. Fraud, Abuse, and Contract Violations.** Is the Company's management aware of any material instances of fraud, illegal acts, abuse, or violations of contracts provisions or grant agreements?

No       Yes. If yes," please explain:

**B.6. Knowledge of FAR Part 31.** Are appropriate personnel within the Company familiar with FAR Part 31?

Yes       No. If no," please explain:

**B.7. Audits/Examinations.** Within the past three years, has a CPA or governmental agency performed an independent audit, review, attestation, or compilation of the Company's financial data or any phase of the Company's operations?

No     Yes. If yes," please complete the following (if applicable):

a. **Financial Statements:**  Audit     Review     Compilation     Other (please specify):

Name of CPA or Agency: Berger Lewis Accountancy Corporation

Contact: Poonam (Pam) Nijor

Period Covered: 12/31/2012

b. **Overhead Rate:**     Audit     Review     Compilation     Other (please specify):

- Was the overhead rate calculated in accordance with FAR Part 31?     Yes     No

Name of CPA or Agency: Sugu D. Aria CPA, A Professional Corporation

Contact: Sugu D. Aria

Period Covered: 12/31/2012

c. **Project Audits:**     Audit     Review     Compilation     Other (please specify): Compliance

Name of CPA or Agency: Maze & Associates Accountancy Corporation

Contact: Vikki C. Rodriguez

Period Covered: 07/01/2009 - 06/30/2010

**AASHTO Internal Control Questionnaire (ICQ) for Consulting Engineers**

**C. Accounting System(s)**

**C.1. Accounting Software.** What type of accounting software does the Company use?

- Internally-developed system.  Commercial system. Name of vendor: **Deltek, Inc.**
- Hybrid system. Please explain:

- Please describe any significant manual procedures used outside of the automated accounting system to record transactions:  
n/a

**C.2. Job Costing.** Does the Company have a job-cost accounting system?  Yes  No

If no, please explain what type of system is used to determine project costs:

**C.3. Integration.** Does the accounting general ledger interface with the job-cost ledger?

- Yes  No  N/A (no job-cost ledger used)

a. Are billings prepared from, or reconciled to, reports generated from the Company's job-cost system?

- Yes  No. Please explain:

b. Describe any manual procedures that occur outside of the automated accounting system to prepare billing packages. n/a

**C.4. Accounting Records.** Which of the following types of records does the Company maintain to support financial transactions?

	<u>Yes</u>	<u>No</u>
a. General ledger . . . . .	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Cash disbursements journal . . . . .	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. Cash receipts journal . . . . .	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. Job/Project-cost ledger . . . . .	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e. Labor distribution reports . . . . .	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f. Employee expense reports . . . . .	<input checked="" type="checkbox"/>	<input type="checkbox"/>
g. Payroll registers . . . . .	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**C.5. Direct and Indirect Expenses.** Does the general ledger contain separate direct and indirect accounts for the following?

- a. Labor costs  Yes  No
- b. Non-labor expenses  Yes  No

If no, please explain:

**C.6. Exclusion of Unallowable Costs.** Does the Company have a system in place to identify and remove from the indirect cost pools all unallowable costs, in accordance with per FAR Part 31 and applicable Cost Accounting Standards? (See AASHTO Guide, Sections 2.2, 4.4, 5.2, 5.5, and 6.3.)

- No. Please explain:
- Yes. If yes, please answer a through c, below.

a. Please provide details about the system. Separate GL account set up for unallowable expenses.

b. How are appropriate personnel trained to distinguish between allowable and unallowable costs?  
Controller reviews and approves all allowable/unallowable costs allocation to appropriate general ledger accounts per FAR Part 31.

c. When does the primary review for allowability occur—at time the transaction is recorded, or later?  
Prior to recording any transaction to general ledger.

## AASHTO Internal Control Questionnaire (ICQ) for Consulting Engineers

### C.7. Divisions/Cost Centers. Does the Company have more than one division/cost center?

No       Yes

- If yes," are separate ledgers maintained for each?       Yes       No

Comment:

### C.8. Reconciliations.

a. Does the Company reconcile the financial accounting system to the job-cost system?

N/A (no job-cost ledger used).

No. Please explain:

Check here if systems are integrated:

Yes. If yes," how often? (Check all that apply.)       Monthly       Quarterly       Semi-annually       Annually

Comment:

b. How frequently are bank statements reconciled? Who performs this process?

Monthly, Accounting Supervisor

### C.9. Budgeting. Does the Company use a budgeting system for project planning and oversight?

Yes       No

Comment:

-If yes," does the Company prepare variance reports to compare budgeted amounts to actual amounts on projects, and are the reports distributed to appropriate management personnel?

Yes       No. If no," please explain:

### C.10. Cost Allocation. Does the Company use cost allocation methods consistently for all contracts, including commercial contracts as well as for State and Federal government contracts?

(See AASHTO Guide, Sections 5.3 and 10.5.)

Yes       No. If no," please explain:

### C.11. Allocation Base(s). When computing indirect cost rates, the Company uses—

a single base for cost allocation.      Description of base: Direct Labor

multiple bases for cost allocation.      Description of bases:

(See AASHTO Guide Section 4.7 for a discussion of common allocation bases for indirect costs.)

### C.12. Field Offices. Does the Company have field offices? (See AASHTO Guide Section 5.6.)

No

Yes. If yes,"

a. Are separate indirect cost rates used for the home office and field offices?

Yes       No

Please explain:

b. If home office and field office indirect cost rates are computed, are they presented consistently to all State DOTs?

Yes       No. If no," please explain:

Please check here if not applicable:

**AASHTO Internal Control Questionnaire (ICQ) for Consulting Engineers**

**C.13. Project-Specific Indirect Cost Rate(s).** Does the Company have any special, project-specific indirect cost rates negotiated with a State DOT?

- No     Yes. If yes," please explain, and list the States that use these rates:

**D. Information Technology (IT) Systems**

**D.1. IT Policies.** Does the firm have written IT system policies concerning the following topics? (If yes," please provide a copy.)

	<u>Yes</u>	<u>No</u>
a. Hardware/Software		
• Purchasing .....	<input checked="" type="checkbox"/>	<input type="checkbox"/>
• Inventory .....	<input checked="" type="checkbox"/>	<input type="checkbox"/>
• Maintenance .....	<input checked="" type="checkbox"/>	<input type="checkbox"/>
• Access .....	<input checked="" type="checkbox"/>	<input type="checkbox"/>
• Use of In-house and off-site .....	<input checked="" type="checkbox"/>	<input type="checkbox"/>
• Addition and removal/retirement/disposition of .....	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Business Continuation Plan .....	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. Security Protocol .....	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. Activation and deactivation of employees upon hiring or termination. ....	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**D.2. IT Risk Assessment.** Has the Company's management conducted an IT system risk assessment within the past three years?

- Yes     No

**D.3. IT Security Review.** Are system security and application access logs enabled and reviewed periodically?

- Yes     No

Comment:

**D.4. IT Electronic Data Safeguards.** If documents are retained in electronic format, are they stored in a format that cannot easily be modified, removed, or replaced, and does a mechanism/audit trail exist to track all such events?

- Yes     No

Comment:

**AASHTO Internal Control Questionnaire (ICO) for Consulting Engineers**

**E. Accounting – Payroll and Timekeeping**

**E.1. Payroll Service.** Does the Company use an external payroll service?

No  Yes. If yes," please specify: **ADP**

**E.2. Pay Cycle.** What is the Company's standard pay cycle?

Bi-weekly  Monthly  1st & 15th  Other (please specify):

If the Company uses more than one pay cycle, please explain:

**E.3. Payroll Register.** Does the payroll register include the following data?

	<u>Yes</u>	<u>No</u>
a. Employee Name .....	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Employee ID number .....	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. Gross pay .....	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. Payroll deductions .....	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e. Net pay .....	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f. Check amount .....	<input checked="" type="checkbox"/>	<input type="checkbox"/>
g. Hourly rate .....	<input checked="" type="checkbox"/>	<input type="checkbox"/>
h. Pay period .....	<input checked="" type="checkbox"/>	<input type="checkbox"/>
i. Normal hours for pay period .....	<input checked="" type="checkbox"/>	<input type="checkbox"/>
j. Overtime hours for pay period .....	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Comments: \_\_\_\_\_

**E.4. Timekeeping System.**

a. Does the Company use an electronic timekeeping system?

Yes  No

- If yes," please provide an explanation of its operation, or provide system documentation:

Deltek

b. Are all employees, including managers and owners/principals, responsible for signing their own timesheets?

Yes  No

If no," please explain:

c. Are all employee timesheets approved by supervisors?

Yes  No

If no," please explain:

d. Is there a certification and approval process required for all time worked by owners and principals?

Yes  No

If no," then how is time accounted for and billed to projects?

e. How are timesheet coding errors detected and corrected?

Project Manager reviews and approves all job-codes on monthly basis. If errors are detected, time is reversed and charged to the correct job. Accounting staff review prior to posting.

f. How do timesheets identify work performed outside an agreement's original scope of services?

A new job-cost task is set-up to charge for all approved out of scope services.

## AASHTO Internal Control Questionnaire (ICQ) for Consulting Engineers

### **F. Labor Cost Accumulation**

**F.1. Direct & Indirect Labor.** Do the Company's timesheets include reporting codes for both direct and indirect hours? (See AASHTO Guide, Chapter 6.)

Yes  No

- If yes," do all employees, including managers and principals, record direct and indirect time on their timesheets?

Yes

- If no," then please explain the method used to segregate direct and indirect labor hours.

**F.2. Work Week.** Please list the Company's normal hours of business operation (normal work week):

8am-5pm (M-F)

**F.3. Uncompensated Overtime** (see AASHTO Guide, Section 5.4). Does the Company record all hours worked by all employees, including managers and principals, regardless of whether the employees are exempt from overtime pay or whether all direct labor hours are billed to specific contracts?

No. If no," please explain:

Yes. If yes," which of the following methods does the Company use to account for *uncompensated overtime*—the hours worked without additional compensation in excess of an average of 40 hours per week by direct-charge employees who are exempt from the Fair Labor Standards Act?

Effective Rate Method. Please explain:

Salary Variance Method. Please explain. (E.g., What was the total dollar amount of the salary/payroll variance for the year?): \$ 491,818.20

Other. Please explain:

**F.4. Contract Modifications/Time Tracking.** How does the Company segregate work performed under a basic agreement/contract from work performed for contract changes/modifications? Separate task is set-up for all changes and modifications.

## AASHTO Internal Control Questionnaire (ICO) for Consulting Engineers

### **G. Labor Billings and Project Costing**

**G.1. Billing Rates.** Please describe how billing rates are determined, or attach the Company's billing-rate policy.

- Description: Actual Hourly wages x Multiplier rate + fee  
 Billing-rate policy attached.

**G.2. Premium Overtime.** Does the Company pay overtime at a premium to any employees?  Yes  No

- If yes,"

a. What premium rate is paid, and what categories of employees are eligible for this rate?

- Time-and-a-half for all non-exempt employees.  
 Other. Please explain: As per California and Federal labor laws and union contract.

b. How is the overtime premium accounted for and billed?

- As part of direct labor, and overhead is applied.  
 As an Other Direct Cost (no overhead applied).  
 As an indirect labor cost (included in the indirect cost rate).  
 Other. Please explain: We do not bill overtime @ premium. We bill @ straight time.

**G.3. Allocation of Overtime Costs.** Are overtime costs allocated to contracts consistently, regardless of the type of contract (jump sum versus actual cost) or customer (government versus commercial)?

- Yes  No. If no," please explain:

**G.4. Cost Allocation versus Billing.** If the Company pays a principal or an employee at a rate in excess of a contract's maximum hourly labor rate, where will the excess cost be allocated/charged? Actual excess costs are recorded to Direct Labor irrespective of what is allowed.

**G.5. Contract/Purchased Labor.** Does the Company invoice/bill contract labor directly to any customers?

- Yes  No  N/A

- If yes," please complete the following: Contract labor is billed—

- As part of direct labor, and overhead is applied.  
 As an Other Direct Cost (no overhead applied).  
 Other. Please explain:

**AASHTO Internal Control Questionnaire (ICO) for Consulting Engineers**

**H. Expense Accumulation and Billing**

**H.1. Nonsalary Direct Costs (Other Direct Costs).** Besides labor, what type of costs does the Company normally bill/invoice as direct expenses?

ODC's charged by outside vendors are billed (billable) to clients. Such as Reproduction costs, filing fees, field expenses, meals, mileage and travel.

**H.2. Credits Associated with Direct Costs.** Is the indirect cost pool relieved/reduced for credits/reimbursements received for direct costs?

Yes  No. If no, please explain:

**H.3. Design/Build Stipends.** Has the Company received a stipend from any State DOT in connection with design/build efforts?

Yes  No

- If yes, please explain how the Company accounted for the stipend in the accounting system: As revenue and Direct Labor cost recorded to Direct Labor GL account.

**H.4. Classification of Cost Items.** How are the following cost items accounted for and billed?

(Check both "D" and "I", if applicable.)

(D = Direct; I = Indirect; N/A = not applicable)

	<u>D</u>	<u>I</u>	<u>N/A</u>
a. Vehicles .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Computer Assisted Design and Drafting (CADD) .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. Computer (non-CADD) .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. Telephone .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e. Printing / Reproduction .....	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f. Postage	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
g. Lab	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
h. Drilling	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
i. Travel and Subsistence	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
j. GPS and/or Nuclear Density Meters	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
k. Other (list if significant)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**H.5. Nonbillable Costs.** Describe the accounting treatment for direct costs not billable to clients. (Where/how are these costs recorded?) They are recorded to direct cost non-billable GL account.

**H.6. Authorization.** How does the Company ensure that costs are not billed to Government projects prior to proper authorization?

AP Specialist gets authorization before processing the invoice.

**H.7. Vehicle Expenses.** Does the Company provide vehicles to employees for business purposes?

Yes  No

a. If yes, are the vehicles leased or owned?

Leased  Owned

b. Identify the total number of vehicles owned or leased by the company.

1 Leased 18 Owned

c. Are mileage logs maintained for all vehicles? If no, please explain below.

Yes  No

Explanation:

**AASHTO Internal Control Questionnaire (ICO) for Consulting Engineers**

d. Is mileage separated by direct and indirect classifications, and is mileage incurred in connection with unallowable activities tracked?  Yes  No

Explanation:

e. What recovery/billing rate is used for Company vehicle mileage reimbursement?

\$0.565 per mile.

Explanation: IRS Rate per mile

f. How was the rate developed? IRS

**H.8. Computer Expenses.** Are the Company's computer expenses incurred as a result of (select one):

- a.  Outside Services?  Company ownership?  Both?
- b. Does the Company compute a charge rate for computers?  Yes  No  
- If yes, what is the rate?  
- How was the rate developed?
- c. Is computer usage segregated by direct and indirect classifications?  Yes  No
- d. Are computer usage logs maintained and coded by job/project?  Yes  No

**H.9. Printing and Reproduction Costs.** How are printing and reproduction expenses treated?

- In House:  Direct cost  Indirect cost  Combination of direct and indirect
- Outside vendor:  Direct cost  Indirect cost  Combination of direct and indirect
- If you marked "combination of both," please explain:* Tracked by job-cost accounting system
- a. For in-house services, are usage logs maintained and coded by job/project?  
 Yes  No
- b. Is usage segregated by direct and indirect classifications?  
 Yes  No
- c. If these costs are incurred through the use of an outside vendor, are the invoices coded by job/project when received?  
 Yes  No

**H.10. Telephone Costs.** How is the expense for telephone service recorded and billed?

- Direct cost  Indirect cost  Combination of direct and indirect
- If you marked "combination of direct and indirect," please explain below:*
- Does the Company maintain a telephone log to record toll calls?  Yes  No
- Are the calls job-coded by direct and indirect classifications?  Yes  No



AASHTO Internal Control Questionnaire (ICQ) for Consulting Engineers

**J. Related-Party Transactions**

N/A

**J.1. Related Employees.** Please provide the following information for all employees who are related to the parties listed in the Ownership Table (Table 1) shown in A.5:

Table 3: Employees Related to Company Owners

	Name or ID:	Title/Position:	Wages/Salary:	Bonus:	Other Compensation:	Total Compensation:
			\$	\$	\$	\$
1	Total Hours Worked During Year:	Job Duties: Related to: How Related (e.g., spouse, parent, child, sibling, in law):				
			\$	\$	\$	\$
2	Total Hours Worked During Year:	Job Duties: Related to: How Related:				
			\$	\$	\$	\$
3	Total Hours Worked During Year:	Job Duties: Related to: How Related:				
			\$	\$	\$	\$
4	Total Hours Worked During Year:	Job Duties: Related to: How Related:				
			\$	\$	\$	\$
5	Total Hours Worked During Year:	Job Duties: Related to: How Related:				
			\$	\$	\$	\$
6	Total Hours Worked During Year:	Job Duties: Related to: How Related:				
			\$	\$	\$	\$
7	Total Hours Worked During Year:	Job Duties: Related to: How Related:				
			\$	\$	\$	\$
8	Total Hours Worked During Year:	Job Duties: Related to: How Related:				
			\$	\$	\$	\$



**AASHTO Internal Control Questionnaire (ICO) for Consulting Engineers**

**J.3. Property or Facilities Leased from Related Parties.** Does the Company rent or lease property and/or facilities from another entity (organization or individual)?

Yes  No

- If yes,"

a. Are any of the Company's owners/stockholders, or members of their immediate family, also owners/stockholders of the other entity?

Yes  No

- If yes," please explain:

b. Have the rental/lease costs been adjusted to the property owner's actual costs?

Yes  No

- If yes," what basis was used to determine actual cost? (E.g., the property owner's tax return less interest expense, plus cost of money).

Description:

**J.4. Other Related-Party Transactions.** Did the Company engage in any transactions with related parties other than those listed and described in J.1 through J.3?

No  Yes. If yes," please complete Table 5:

**Table 5: Other Related-Party Transactions**

<b>Name:</b>	<b>Contact Information:</b>	<b>How Related:</b>	<b>Products/Services Provided:</b>	<b>Total Payments During Year:</b>
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$

## AASHTO Internal Control Questionnaire (ICQ) for Consulting Engineers

### **K. Other Questions**

#### **K.1. Life Insurance.** Does the Company pay life insurance for officers/principals?

Yes  No

- If yes,"

(a) Have any costs associated with this life insurance been included on the indirect cost rate schedule?

Yes – total amount: \_\_\_\_\_  No

(b) Please identify the beneficiary of the life insurance:

Company/surviving partners  Officer/principal's family.

Other (specify)

(c) Please identify the type(s) of the life insurance:

Term  Whole life  Universal life  Endowments (annuities)

Accidental death  Other (please specify):

#### **K.2. Suspension or Debarment.** Has the Company, its parent, subsidiary, or any owner, stockholder, officer, partner, or employee of the Company been suspended or debarred from doing business by any State or the Federal government?

Yes  No

- If yes," please provide complete details:

#### **K.3. Updates for Changes to FAR Part 31.** Does the Company have an existing process designed to provide timely updates to company policies and procedures to accommodate changes in the FAR Subpart 31.2 cost principles?

Yes  No

- If yes," please describe the process: See below

#### **K.4. Risk Assessment.** Does the Company have a process for assessing risks that may result from changes in cost accounting systems or processes?

Yes  No

- If yes," please describe the process. How are risks identified and addressed? See below

#### **K.5. Communications of FHWA/DOT Requirements.** How does information flow from the FHWA/State DOT to appropriate management personnel? (E.g., How are relevant updates to State DOT procedures or Federal Regulations disseminated to project managers and accounting personnel?)

State DOT provides periodic updates at a quarterly Liaison State DOT/Consultant meeting. Information obtained at these meetings are disseminated to project manager and accounting staff within one month or sooner.

K. 3 When changes in the FAR Subpart 31.2 cost principles require the company policies and procedures to change, proper steps and procedures are taken. Head of finance communicates the changes to upper management for acknowledgment and approval. Once approved, proper communication will be disseminated to accounting staff for execution.

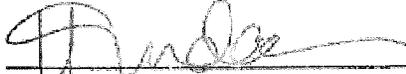
K. 4 Prior to implementing new process or change in accounting system, a thorough and complete system backup is taken by IT manager and reports are generated and archived. Once implemented, data are compared for completeness. Any discrepancies will be analyzed, checked against contract, and proper correction will be taken accordingly.

AASHTO Internal Control Questionnaire (ICQ) for Consulting Engineers

I certify that to the best of my knowledge and belief this ICQ is a complete and accurate representation of the above-named Company's cost accounting and billing practices.

Yen Dau

Typed or Printed Name

  
Signature

Controller

Title

11/26/13

Date Completed

Note: The representations on this ICQ were made by, and are the responsibility of, the Company's management.

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

*(Note: If requesting to utilize the Safe Harbor Indirect Cost Rate submit Attachment 1 of  
DLA-OB 13-07 - Safe Harbor Indirect Cost Rate for Consultant Contracts found at  
[http://www.dot.ca.gov/hq/LocalPrograms/DLA\\_OB/DLA\\_OB.htm](http://www.dot.ca.gov/hq/LocalPrograms/DLA_OB/DLA_OB.htm) in lieu of this form.)*

**Certification of Final Indirect Costs:**

Consultant Firm Name: Modjeski and Masters, Inc.

Indirect Cost Rate: 143.80%

Fiscal Period Covered for Indirect Cost Rate Developed (mm/dd/yyyy to mm/dd/yyyy): 01/01/2012 to 12/31/2012

Date of Proposal Preparation (mm/dd/yyyy): 10/29/2013

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 \$0 and the number of States in which the firm does business is 24.

**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): \$300,000.00

**Prime Consultants (if applicable)**

Proposed Total Contract Amount (or amount not to exceed if on-call contract): \$ \_\_\_\_\_

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

_____	\$	_____
_____	\$	_____
_____	\$	_____
_____	\$	_____
_____	\$	_____

\* Consultant Certification Signature: Jeffrey M. Egenrieder

Consultant Certifying (Print Name and Title):

Name: Jeffrey M. Egenrieder

Title: CFO/Treasurer

Consultant Contact Information:

Email: jmegegnieder@modjeski.com

Phone number: 717-790-9565

Date of Certification (mm/dd/yyyy): 10/29/2013

\*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)(E), 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

**EXHIBIT 10-K CONSULTANT CERTIFICATION OF CONTRACT COSTS AND FINANCIAL  
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*(Note: If requesting to utilize the Safe Harbor Indirect Cost Rate submit Attachment 1 of DLA-OB 13-07 - Safe Harbor Indirect Cost Rate for Consultant Contracts found at [http://www.dot.ca.gov/hq/LocalPrograms/DLA\\_OB/DLA\\_OB.htm](http://www.dot.ca.gov/hq/LocalPrograms/DLA_OB/DLA_OB.htm) in lieu of this form.)*

**Certification of Final Indirect Costs:**

Consultant Firm Name: ICF Jones & Stokes, Inc.

Indirect Cost Rate: 174.49%

Fiscal Period Covered for Indirect Cost Rate Developed (mm/dd/yyyy to mm/dd/yyyy): 01/01/2012 to 12/31/2012

Date of Proposal Preparation (mm/dd/yyyy): 06/27/2013

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 \$79,800,000 and the number of States in which the firm does business is forty (40).

**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).

Consultant Certification of Costs and Financial Management System

- 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): \$533,025.77

**Prime Consultants (if applicable)**

Proposed Total Contract Amount (or amount not to exceed if on-call contract): \$ \_\_\_\_\_

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

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

\* Consultant Certification Signature: Maggie Townsley

Consultant Certifying (Print Name and Title):

Name: Maggie Townsley

Title: Vice President

Consultant Contact Information:

Email: Maggie.Townsley@icfi.com

Phone number: (916) 737-3000

Date of Certification (mm/dd/yyyy): 12/11/2013

\*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.

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**EXHIBIT 10-K CONSULTANT CERTIFICATION OF CONTRACT COSTS AND FINANCIAL  
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**Certification of Final Indirect Costs:**

Consultant Firm Name: Fehr &amp; Peers

Indirect Cost Rate: 177.12%

Fiscal Period Covered for Indirect Cost Rate Developed (mm/dd/yyyy to mm/dd/yyyy): 12/31/2011-12/28/2012

Date of Proposal Preparation (mm/dd/yyyy): 10/31/2013

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 \$32,400,000.00 and the number of States in which the firm does business is six.

**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).

Consultant Certification of Costs and Financial Management System

- 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): \$175,593.62

Prime Consultants (if applicable)

Proposed Total Contract Amount (or amount not to exceed if on-call contract): \$ \_\_\_\_\_

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

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

\* Consultant Certification Signature:



Consultant Certifying (Print Name and Title):

Name: Alan Telford

Title: Executive Vice President

Consultant Contact Information:

Email: a.telford@fehrandpeers.com

Phone number: (916) 773-1900

Date of Certification (mm/dd/yyyy): 10/31/2013

\*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.

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

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[http://www.dot.ca.gov/hq/LocalPrograms/DLA\\_OB/DLA\\_OB.htm](http://www.dot.ca.gov/hq/LocalPrograms/DLA_OB/DLA_OB.htm) in lieu of this form.)*

**Certification of Final Indirect Costs:**

Consultant Firm Name: MEK Engineers

Indirect Cost Rate: 189.52%

Fiscal Period Covered for Indirect Cost Rate Developed (mm/dd/yyyy to mm/dd/yyyy): 1/1/2012 to 12/31/2012

Date of Proposal Preparation (mm/dd/yyyy): 12/10/2013

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 \$ 0.00 and the number of States in which the firm does business is three.

**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).

Consultant Certification of Costs and Financial Management System

- 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): \$ 132,678

Prime Consultants (if applicable)

Proposed Total Contract Amount (or amount not to exceed if on-call contract): \$ n/a

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

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

\* Consultant Certification Signature: 

Consultant Certifying (Print Name and Title):

Name: Don Trieu

Title: Principal Engineer

Consultant Contact Information:

Email: trieu@mbkengineers.com

Phone number: 916-456-4400

Date of Certification (mm/dd/yyyy): 12/10/2013

\*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

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

*(Note: If requesting to utilize the Safe Harbor Indirect Cost Rate submit Attachment I of  
DLA-OB 13-07 - Safe Harbor Indirect Cost Rate for Consultant Contracts found at  
[http://www.dot.ca.gov/hq/LocalPrograms/DLA\\_OB/DLA\\_OB.htm](http://www.dot.ca.gov/hq/LocalPrograms/DLA_OB/DLA_OB.htm) in lieu of this form.)*

**Certification of Final Indirect Costs:**

Consultant Firm Name: GEI Consultants Inc.(Sub Contractor)

Indirect Cost Rate: 198.27% (refer to GEI's 2012 FAR, previously provided)

Fiscal Period Covered for Indirect Cost Rate Developed (mm/dd/yyyy to mm/dd/yyyy): 01/01/2012 to 12/28/12.

Date of Proposal Preparation (mm/dd/yyyy): 06/12/2013

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 \$ 39,715,569 and the number of States in which the firm does business is 50.

**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).

Consultant Certification of Costs and Financial Management System

- 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): \$ 51,446

**Prime Consultants (if applicable)**

Proposed Total Contract Amount (or amount not to exceed if on-call contract): \$ N/A

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

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

\* Consultant Certification Signature: Stephen W. Verigin

Consultant Certifying (Print Name and Title):

Name: Steve Verigin

Title: Vice President

Consultant Contact Information:

Email: rsanchez@geiconsults.com

Phone number: 916-631-4500

Date of Certification (mm/dd/yyyy): 11/27/2013

\*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

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

*(Note: If requesting to utilize the Safe Harbor Indirect Cost Rate submit Attachment 1 of  
DLA-OB 13-07 - Safe Harbor Indirect Cost Rate for Consultant Contracts found at  
[http://www.dot.ca.gov/hq/LocalPrograms/DLA\\_OB/DLA\\_OB.htm](http://www.dot.ca.gov/hq/LocalPrograms/DLA_OB/DLA_OB.htm) in lieu of this form.)*

**Certification of Final Indirect Costs:**

Consultant Firm Name: Blackburn Consulting

Indirect Cost Rate: 243.67%

Fiscal Period Covered for Indirect Cost Rate Developed (mm/dd/yyyy to mm/dd/yyyy): 01/01/2011 – 12/31/2011

Date of Proposal Preparation (mm/dd/yyyy): 11/05/2013

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 \$ 1.5M and the number of States in which the firm does business is one.

**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).

Consultant Certification of Costs and Financial Management System

- 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): \$ 5,867

**Prime Consultants (if applicable)**

Proposed Total Contract Amount (or amount not to exceed if on-call contract): \$ \_\_\_\_\_

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

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

\* Consultant Certification Signature: *Grace M. Blackburn*

Consultant Certifying (Print Name and Title):

Name: Grace M. Blackburn

Title: CFO

Consultant Contact Information:

Email: graceb@blackburnconsulting.com

Phone number: (530) 887-1494

Date of Certification (mm/dd/yyyy): 11/19/2013

\*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



Consultant Certification of Costs and Financial Management System

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): \$ 44,992

Prime Consultants (if applicable)

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

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

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

\* Consultant Certification Signature:

*Ronald Mac Donald*

Consultant Certifying (Print Name and Title):

Name: Donald Mac Donald

Title: owner

Consultant Contact Information:

Email: dmd@dmdarch.com

Phone number: 415-626-9100

Date of Certification (mm/dd/yyyy): 11/06/2013

\*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 25 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

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

*(Note: If requesting to utilize the Safe Harbor Indirect Cost Rate submit Attachment 1 of  
DLA-OB 13-07 - Safe Harbor Indirect Cost Rate for Consultant Contracts found at  
[http://www.dot.ca.gov/hq/LocalPrograms/DLA\\_OB/DLA\\_OB.htm](http://www.dot.ca.gov/hq/LocalPrograms/DLA_OB/DLA_OB.htm) in lieu of this form.)*

**Certification of Final Indirect Costs:**

Consultant Firm Name: Callander Associates Landscape Architecture, Inc.

Indirect Cost Rate: 184%

Fiscal Period Covered for Indirect Cost Rate Developed (mm/dd/yyyy to mm/dd/yyyy): 01/01/2012 to  
12/31/201

Date of Proposal Preparation (mm/dd/yyyy): September 10, 2013

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 \$ 0.00 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 I, 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): \$30,255

**Prime Consultants (if applicable)**

Proposed Total Contract Amount (or amount not to exceed if on-call contract): \$ \_\_\_\_\_

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

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

\* Consultant Certification Signature: 

Consultant Certifying (Print Name and Title):

Name: Brian Fletcher

Title: President

Consultant Contact Information:

Email: bletcher@callanderassociates.com

Phone number: (650) 375-1313

Date of Certification (mm/dd/yyyy): 11/19/13

\*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

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

*(Note: If requesting to utilize the Safe Harbor Indirect Cost Rate submit Attachment I of  
DLA-OB 13-07 - Safe Harbor Indirect Cost Rate for Consultant Contracts found at  
[http://www.dot.ca.gov/hq/LocalPrograms/DLA\\_OB/DLA\\_OB.htm](http://www.dot.ca.gov/hq/LocalPrograms/DLA_OB/DLA_OB.htm) in lieu of this form.)*

**Certification of Final Indirect Costs:**

Consultant Firm Name: AIM Consulting, Inc.

Indirect Cost Rate: 223% (combined fringe and overhead)

Fiscal Period Covered for Indirect Cost Rate Developed (mm/dd/yyyy to mm/dd/yyyy): 7/1/2012 to 6/30/2013

Date of Proposal Preparation (mm/dd/yyyy): Revised on 12/2/2013

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 \$ 190,000 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).

Consultant Certification of Costs and Financial Management System

- 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): \$ \$89,960

**Prime Consultants (if applicable)**

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

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

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

\* Consultant Certification Signature: G. Cornell

Consultant Certifying (Print Name and Title):

Name: Gladys Cornell \_\_\_\_\_

Title: Principal \_\_\_\_\_

Consultant Contact Information:

Email: gcornell@aimconsultingco.com \_\_\_\_\_

Phone number: 916-442-1168 \_\_\_\_\_

Date of Certification (mm/dd/yyyy): 12/2/2013

\*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

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: Jesse Gothan

Local Agency Certifying Name and Title (Print):

Name: JESSE GOTHAN

Title: Senior Engineer Project Manager

Local Agency Contact Information

Email: jgothan@cityofsacramento.org

Phone number: 916 808-6897

Consultant(s) Firm Name: MARK THOMAS AND Company

Date of Cost Analysis (mm/dd/yyyy): ~~01/16/2014~~ 01/16/2014

Fiscal Period Covered: 2014-2016

Contract/Federal Project Number: T15136000 / 5002(164)

Date of Certification (mm/dd/yyyy): 01/16/2014

\*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: Retained in Local Agency Project files

YEAR

20 13

# Withholding Exemption Certificate

CALIFORNIA FORM

590

(This form can only be used to certify exemption from nonresident withholding under California R&TC Section 18662. This form cannot be used for exemption from wage withholding.)

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

Withholding agent's name

Vendor/Payee's name

Vendor/Payee's  Social security number  
 SOS no.  California corp. no.  FEIN

Note:  
Failure to furnish your identification number will make this certificate void.

94-1451490

Mark Thomas & Company, Inc.

APT no.

Private Mailbox no.

Vendor/Payee's daytime telephone no.

Vendor/Payee's address (number and street)

1960 Zanker Road

( 408 ) 453-5373

City  
San Jose

State  
CA

ZIP Code  
95112

I certify that for the reasons checked below, the entity or individual named on this form is exempt from the California income tax withholding requirement on payment(s) made to the entity or individual. Read the following carefully and check the box that applies to the vendor/payee:

**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 inform the withholding agent. See instructions for Form 590, General Information D, 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 to do business in California. The corporation will 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 be qualified to do business in California, I will promptly inform the withholding agent. See instructions for Form 590, General Information E, for the definition of permanent place of business.

**Partnerships:**

The above-named partnership has a permanent place of business in California at the address shown above or is registered with the California Secretary of State, and is subject to the laws of California. The partnership will file a California tax return and will withhold on foreign and domestic nonresident partners when required. If the partnership ceases to do any of the above, I will promptly inform the withholding agent. **Note:** For withholding purposes, a Limited Liability Partnership is treated like any other partnership.

**Limited Liability Companies (LLC):**

The above-named LLC has a permanent place of business in California at the address shown above or is registered with the California Secretary of State, and is subject to the laws of California. The LLC will file a California tax return and will withhold on foreign and domestic nonresident members when required. If the LLC ceases to do any of the above, I will promptly inform the withholding agent.

**Tax-Exempt Entities:**

The above-named entity is exempt from tax under California 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 inform the withholding agent.  
**Note:** Individuals cannot be tax-exempt entities.

**Insurance Companies, 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 Irrevocable Trusts:**

At least one trustee of the above-named irrevocable 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 inform 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.

**CERTIFICATE:** Please complete and sign below.

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

Vendor/Payee's name and title (type or print) Robert A. Himes, President

Vendor/Payee's signature

Date

2-14-14

## 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) <b>Mark Thomas &amp; Company, Inc.</b>	
	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.) <b>1960 Zanker Road</b>		Requester's name and address (optional)
City, state, and ZIP code <b>San Jose, CA 95112</b>		<b>City of Sacramento</b>
List account number(s) here (optional)		

**Part I Taxpayer Identification Number (TIN)**

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

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

<b>Social security number</b>	
[ ] [ ] [ ] - [ ] [ ] - [ ] [ ] [ ] [ ]	
<b>Employer identification number</b>	
9 4 - 1 4 5 1 4 9 0	

**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.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶ 7/15/13
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**General Instructions**

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

**Purpose of Form**

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

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

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

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

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

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

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



# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)  
2/18/2014

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

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

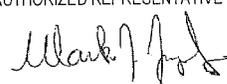
Producer  <b>Y.A. Tittle &amp; Associates Insurance Services</b> P.O. Box 1960 San Jose, CA 95109-1960	License Number: <b>0A91339</b>	CONTACT NAME:	
		PHONE (A/C, No, Ext): <b>866-966-8928</b>	FAX (A/C, No): <b>408-271-1802</b>
		E-MAIL ADDRESS: <b>certs@yatittleins.com</b>	
		INSURER(S) AFFORDING COVERAGE	
INSURED  <b>Mark Thomas &amp; Company, Inc.</b> 1960 Zanker Road San Jose, CA 95112		INSURER A: <b>Hartford Insurance Co. of Mid-West</b>	37478
		INSURER B: <b>Hartford Fire Insurance Co.</b>	19682
		INSURER C: <b>Hartford Casualty Ins. Co.</b>	29424
		INSURER D:	
		INSURER E:	
		INSURER F:	

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF MM/DD/YYYY	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL LIABILITY <input type="checkbox"/> _____  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC			57UUNAT5222	09/15/13	09/15/14	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any on person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS-COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> \$500 COMP. DED. <input checked="" type="checkbox"/> \$1,000 COLL. DED.			57UUNAT5222	09/15/13	09/15/14	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per Person) \$ BODILY INJURY (Per Accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE  <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$			57XHUAT5232	09/15/13	09/15/14	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY  ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER/EXCLUDED? Y/N <input type="checkbox"/> (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATION below		N/A	57WEDZ4070	09/15/13	09/15/14	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 RE: SA-14108 , I Street Bridge Replacement Project (PN: T15136000)  
 The City of Sacramento, its officials, employees and volunteers shall be covered by policy terms or endorsements as additional insureds on General Liability and Auto Liability. Waiver of Subrogation applies to Workers Compensation per attached. Additional Insured Endorsement attached.

THIS INSURANCE IS PRIMARY. ANY OTHER INSURANCE AVAILABLE TO THAT PERSON OR ORGANIZATION IS EXCESS AND NON-CONTRIBUTORY WHEN REQUIRED BY CONTRACT.  
 NOTE: 30 DAYS NOTICE OF CANCELLATION WILL BE GIVEN EXCEPT 10 DAY FOR NON-PAYMENT.

CERTIFICATE HOLDER  <b>City of Sacramento</b> Public Works, Engineering Services Division 915 I Street, Room 200 Sacramento, CA 95814-2702	CANCELLATION  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS
	AUTHORIZED REPRESENTATIVE  

have all your rights and duties under this Coverage Part.

**e. Unnamed Subsidiary**

Any subsidiary, and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of the Coverage Part.

The insurance afforded herein for any subsidiary not named in this Coverage Part as a named insured does not apply to injury or damage with respect to which an insured under this Coverage Part is also an insured under another policy or would be an insured under such policy but for its termination or the exhaustion of its limits of insurance.

**3. Newly Acquired or Formed Organization**

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization.

However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

**4. Mobile Equipment**

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

**5 Nonowned Watercraft**

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

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

The following person(s) or organization(s) are an additional insured when you have agreed, in a written contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement.

A person or organization is an additional insured under this provision only for that period of time required by the contract or agreement.

However, no such person or organization is an insured under this provision if such person or organization is included as an insured by an endorsement issued by us and made a part of this Coverage Part.

**a. Vendors**

Any person(s) or organization(s) (referred to below as vendor), 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 and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products completed operations hazard".

(1) The insurance afforded the vendor is subject to the following additional exclusions:

This insurance does not apply to:

(a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (e) Any failure to make such inspections, 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 distribution or sale of the products;
- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
  - (i) The exceptions contained in Sub- paragraphs (d) or (f); or
  - (ii) Such inspections, 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 distribution or sale of the products.

(2) 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.

**b. Lessors of Equipment**

- (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.
- (2) With respect to the insurance afforded to these additional insureds this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

**c. Lessors of Land or Premises**

Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you. With respect to the insurance afforded these additional insureds the following additional exclusions apply: This insurance does not apply to:

- 1. Any "occurrence" which takes place after you cease to lease that land; or
- 2. Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

**d. Architects, Engineers or Surveyors**

Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (1) In connection with your premises; or
- (2) In the performance of your ongoing operations performed by you or on your behalf.

With respect to the insurance afforded these additional insureds, the following additional exclusion applies: This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

- 1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- 2. Supervisory, inspection, architectural or engineering activities.

**e. Permits Issued By State Or Political Subdivisions**

Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

With respect to the insurance afforded these additional insureds, this insurance does not apply to:

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
- (2) Bodily injury" or "property damage" included within the "products-completed operations hazard".

that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

#### 4. Other Insurance

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

##### a. Primary Insurance

This insurance is primary except when **b.** below applies. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

##### b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

##### (1) Your Work

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

##### (2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

##### (1) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

##### (4) Aircraft, Auto Or Watercraft

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;

##### 5) Property Damage to Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion j. of Section I -- Coverage A - Bodily Injury And Property Damage Liability;

##### (6) When You Are Added As An Additional Insured To Other Insurance

Any other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

##### (7) When You Add Others As An Additional Insured To This Insurance

Any other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this coverage part.

##### \*\*\* (a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

##### (b) Primary And Non-Contributory To Other Insurance When Required By Contract

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

Paragraphs **(a)** and **(b)** do not apply to other insurance to which the additional insured has been added as an additional insured.

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.

##### 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.

Policy No: 57UUNAT5222

Insured: Mark Thomas & Company, Inc.

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 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

##### a. When You Accept This Policy

By accepting this policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based upon representations you made to us; and
- (3) We have issued this policy in reliance upon your representations.

##### b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business that exist at the inception date of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

#### 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

##### a. Transfer of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, 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 and help us enforce them.

##### \*\*b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

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

#### 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 the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:
  - a. (1) Radio;
  - (2) Television;
  - (3) Billboard;
  - (4) Magazine;
  - (5) Newspaper; or
  - b. Any other publication that is given widespread public distribution.

However, "advertisement" does not include:

- a. The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or
- b. An interactive conversation between or among persons through a computer network.
2. "Advertising idea" means any idea for an "advertisement"
3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.
4. "Auto" means a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".
5. "Bodily injury" means physical:
  - a. Injury;
  - b. Sickness; or
  - c. Diseasesustained by a person and, if arising out of the above, mental anguish or death at any time.

EXTENDED OPTIONS

1. Employers' Liability Insurance

Item 3.B. of the Information Page is replaced by the following:

B. Employers' Liability Insurance:

1. Part Two of the policy applies to work in each state listed in Item 3.A.

The Limits of Liability under Part Two are the higher of:

Bodily Injury by Accident	<u>\$500,000</u>	<u>Each Accident</u>
Bodily Injury by Disease	<u>\$500,000</u>	<u>Policy Limit</u>
Bodily Injury by Disease	<u>\$500,000</u>	<u>Each Employee</u>

OR

2. The amount shown in the Information Page.

This provision 1 of EXTENDED OPTIONS does not apply in New York because the Limits Of Our Liability are unlimited.

In this provision the limits are changed from \$500,000 to \$1,000,000 in California.

2. Unintentional Failure to Disclose Hazards

If you unintentionally should fail to disclose all existing hazards at the inception date of your policy, we shall not deny coverage under this policy because of such failure.

3. Waiver of Our Right To Recover From Others

A. 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 any person or organization for whom you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit anyone not named in the agreement.

B. This provision 3. does not apply in the states of Pennsylvania and Utah.

4. Foreign Voluntary Compensation and Employers' Liability Reimbursement

A. How This Reimbursement Applies

This reimbursement provision applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. The bodily injury must be sustained by an officer or employee.
2. The bodily injury must occur in the course of employment necessary or incidental to work in a country not listed in Exclusion C.1. of this provision.
3. Bodily injury by accident must occur during the policy period.
4. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The officer or employee's last exposure to those conditions of your employment must occur during the policy period.

B. We Will Reimburse

We will reimburse you for all amounts paid by you whether such amounts are:

1. voluntary payments for the benefits that would be required of you if you and your officers or employees were subject to any workers' compensation law of the state of hire of the individual employee.
2. sums to which Part Two (Employers' Liability Insurance) would apply if the Country of Employment were shown in Item 3.A. of the Information Page.

C. Exclusions

This insurance does not cover:

1. any occurrences in the United States, Canada, and any country or jurisdiction which is the subject of trade or economic sanctions imposed by the laws or regulations of the United States of America in effect as of the inception date of this policy.
2. any obligation imposed by a workers' compensation or occupational disease law, or similar law.
3. bodily injury intentionally caused or aggravated by you.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

#### **1. BROAD FORM INSURED**

##### **A. Subsidiaries and Newly Acquired or**

###### **Formed Organizations**

The Named Insured shown in the Declarations is amended to include:

(1) Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.

(2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:

- (a) That is a partnership, joint venture or limited liability company
  - (b) That is an "insured" under any other policy,
  - (c) That has exhausted its Limit of Insurance under any other policy, or
  - (d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.
- Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

##### **B. Employees as Insureds**

Paragraph A.1. - WHO IS AN INSURED - of SECTION II - LIABILITY COVERAGE is amended to add:

d. Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

##### **C. Lessors as Insureds**

Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:

- (1) The agreement requires you to provide direct primary insurance for the lessor and
  - (2) The "auto" is leased without a driver.
- Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire

##### **D. Additional Insured if Required by Contract**

(1) Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

f. When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

- (1) During the policy period, and
- (2) Subsequent to the execution of such written contract, and
- (3) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

**(2) How Limits Apply**

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- (a) The limits of insurance specified in the written contract or written agreement; or
- (b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

- (3) Additional Insureds Other Insurance**  
If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-insurance contributory with the additional insured's own insurance.

**(4) Duties in The Event Of Accident, Claim, Suit or Loss**

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - OF SECTION IV - BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

**E.Primary and Non-Contributory if Required by Contract**

Only with respect to insurance provided to an additional insured in 1.D. - Additional Insured If Required by Contract, the following provisions apply:

**(3) Primary Insurance When Required By Contract**

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

**(4) Primary And Non-Contributory To Other Insurance When Required By Contract**

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

- (3) (4) Paragraphs do not apply to other insurance to which the additional insured has been added as an additional insured.**

When this insurance is excess, we will have no duty 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, by the method described in Other Insurance 5.d.

**2. AUTOS RENTED BY EMPLOYEES**

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The OTHER INSURANCE Condition is amended by adding the following:

b. \$1,500 is the most we will pay one "accident" to all electronic equipment that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
- (2) Removable from a permanently installed housing unit as described in Paragraph b.(1) above or is an integral part of that equipment; or
- (3) An integral part of such equipment.

c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or \$250, whichever deductible is less.

#### **9. EXTRA EXPENSE - BROADENED COVERAGE**

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

#### **10. GLASS REPAIR - WAIVER OF DEDUCTIBLE**

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

#### **11. TWO OR MORE DEDUCTIBLES**

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added: If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

- (1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;
- (2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

#### **12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS**

The requirement in LOSS CONDITIONS 2.a. DUTIES IN THE EVENT OF ACCIDENT

CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) A member, if you are a limited liability company; or
- (4) An executive officer or insurance manager, if you are a corporation.

#### **13. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

#### **14. HIRED AUTO - COVERAGE TERRITORY**

Paragraph e. of GENERAL CONDITIONS 7. - POLICY PERIOD, COVERAGE TERRITORY - of SECTION IV - BUSINESS AUTO

CONDITIONS is replaced by the following:

e. For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought 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.

#### **15. WAIVER OF SUBROGATION**

*TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US* - of SECTION IV - BUSINESS AUTO CONDITIONS is amended by adding the following:

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

#### **16. RESULTANT MENTAL ANGUISH COVERAGE**

The definition of "bodily injury" in SECTION V( DEFINITIONS is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

#### **17. EXTENDED CANCELLATION CONDITION**

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

**COOPERATIVE AGREEMENT BETWEEN CITY OF SACRAMENTO  
AND CITY OF WEST SACRAMENTO FOR  
THE I STREET BRIDGE REPLACEMENT PROJECT (T15136000)**

This Agreement is made as of March, 2014, by and between the City of Sacramento ("Sacramento"), a charter city of the State of California and the City of West Sacramento ("West Sacramento"), a Municipal Corporation of the State of California.

**RECITALS**

- A. California Government Code sections 6500 *et seq.* authorize local public agencies to jointly exercise powers held in common by the agencies; and
- B. Sacramento and West Sacramento desire to undertake Project Approvals and Environmental Documentation (PA&ED) for the I Street Bridge Replacement (T15136000) project as identified in the Sacramento River Crossing Alternatives Need and Purpose Study dated \_\_\_\_\_, hereinafter referred to as "The Project"; and
- C. West Sacramento would like to reimburse Sacramento for Preliminary Engineering and Project Approvals and Environmental Documentation associated with the Project and Sacramento and West Sacramento have agreed to share equally in the costs of the Project that are not eligible for reimbursement by the state or federal government, subject to the terms set forth in Sections 2 and 3 of this Agreement, and
- D. Sacramento is willing to undertake the Project pursuant to the terms of this Agreement; and.
- E. Sacramento and West Sacramento desire to maximize the federal reimbursement for all project expenses; and
- F. Sacramento and West Sacramento desire to enter into this Agreement on the terms and conditions set forth herein.

**AGREEMENT**

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, Sacramento and West Sacramento agree as follows:

1. Sacramento shall manage the Project through completion. Sacramento shall be responsible for entering into all professional services agreements and any supplemental agreements required for the consultant work.
2. In order to maximize federal reimbursement for both cities, all consultant and staff project costs that are not reimbursed by the California Department of

Transportation will be equally shared by Sacramento and West Sacramento. The consultant contract is for an amount not to exceed \$2,088,805 and staff costs expenditures are estimated at \$600,000 (Sacramento) and \$200,000 (West Sacramento). These staff budgets are not-to-exceed amounts and may only be increased by supplemental agreement.

3. Inclusive of the costs identified in Section 2, Staff estimates the local match and federally ineligible costs (hereinafter "local costs") at \$700,000. In order to maximize federal reimbursement for this project each agency will share in one-half the cost of local costs. Each City will pay up to \$350,000 towards their share of the combined local costs estimated for this phase; this may only be increased by supplemental agreement.
  - a. The City of Sacramento will invoice West Sacramento every 3-6 months for one-half the local costs incurred beginning May 16<sup>th</sup> 2013. This will include all local expenses such as staff charges from both cities, consultant invoices, and other project related local costs. Supporting documentation for reimbursement will be provided with each invoice.
  - b. The City of West Sacramento will invoice the City of Sacramento for their local costs (every 3-6 months providing supporting documentation necessary per federal accounting rules). Supporting documentation for reimbursement will be provided with each invoice.
  - c. The City of Sacramento will invoice the California Department of Transportation for all federally eligible project expenses; supporting documentation will be provided per federal accounting rules.
4. The parties may terminate or modify the terms and conditions of this Agreement only by written termination or amendment to this Agreement signed by both parties.
5. Either party may terminate this Agreement in the event of a material breach by the other party. The party alleging the breach shall give written notice thereof to the party in breach, and the Agreement shall terminate unless the breach is cured within thirty (30) days of the date of such notice.
6. Sacramento shall defend, indemnify and hold harmless West Sacramento, its officers, directors, agents, employees and volunteers from and against all demands, claims, actions, liabilities, losses, damages and costs, including reasonable attorneys' fees, arising out of or resulting from the performance of the Agreement, caused in whole or in part by the negligent or intentional acts or omissions of Sacramento's City Council, officers, directors, agents, employees, volunteers or contractors. Likewise, West Sacramento shall defend, indemnify and hold harmless Sacramento, its Council, officers, directors, agents, employees and volunteers from and against all demands, claims, actions,

liabilities, losses, damages and costs, including reasonable attorneys' fees, arising out of or resulting from the performance of the Agreement, caused in whole or in part by the negligent or intentional acts or omissions of the City of West Sacramento's City Council, officers, directors, agents, employees, volunteers or contractors.

7. It is the intention of Sacramento and West Sacramento that the provisions of the aforementioned paragraph be interpreted to impose on each party responsibility to the other for the acts and omissions of their respective officers, directors, agents, employees, volunteers, contractors, City of Sacramento's City Council or West Sacramento's City Council. It is also the intention of Sacramento and West Sacramento that, where comparative fault is determined to have been contributory, principles of comparative fault will be followed and each party shall bear the proportionate cost of any damage attributable to the fault of that party, its officers, directors, agents, employees, volunteers, contractors, City of Sacramento's City Council or West Sacramento's City Council.
8. The prevailing party in any proceedings, judicial or otherwise, brought to enforce the terms of this Agreement, shall be entitled to reasonable attorney fees and costs in prosecuting or defending such proceedings.
9. Each party, at its sole cost and expense, shall carry insurance, or self-insure, its activities in connection with this Agreement, and obtain, keep in force and maintain, insurance or equivalent programs of self-insurance, for general liability, workers compensation and business automobile liability adequate to cover its potential liabilities hereunder. Each party agrees to provide the other thirty (30) days' advance written notice of any cancellation, termination or lapse of any of the insurance or self-insurance coverage's. Sacramento shall require that consultants hired to perform work on the Project provide insurance appropriate for the Project, including but not limited to professional liability insurance when appropriate. The contractor's insurance shall name Sacramento and West Sacramento as additional insureds and shall provide that insurance or self-insurance maintained by Sacramento or West Sacramento shall be in excess of the contractor's insurance and shall not contribute with it.
10. This Agreement represents the entire agreement of the parties relating to the subjects covered by this Agreement. No oral or written statement, representation, or agreement not included within this Agreement shall be of any force or effect whatsoever, and shall be deemed to have been superseded by the terms hereof.
11. All notices and other communications under this Agreement must be in writing and will be deemed to have been given (i) on the date of delivery, if delivered personally to the party to whom notice is given, or if made by telecopy or e-mail directed to the party to whom notice is to be given at the telecopy number or e-mail address listed below, or (ii) at the earlier of actual receipt or the second business day following deposit in the United States mail, postage prepaid. A

party may change its person designated to receive notice, its telecopy number, or its address from time to time by giving notice to the other party in accordance with the procedures set forth in this Article. Notices and other communications will be directed to the parties at the addresses shown below.

SACRAMENTO: Department of Public Works  
915 I St, Room 2000  
Sacramento, CA 95814  
ATTN: Jesse Gothan, Senior Engineer

WEST SACRAMENTO: Public Works Department  
1110 West Capitol Avenue, 1st Floor  
West Sacramento, CA 95691  
ATTN: Mike Luken, Transportation Manager

Such notice shall be deemed given when deposited into the United States mail, postage prepaid, addressed to the parties at the addresses above. Nothing shall preclude the giving of personal notice.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

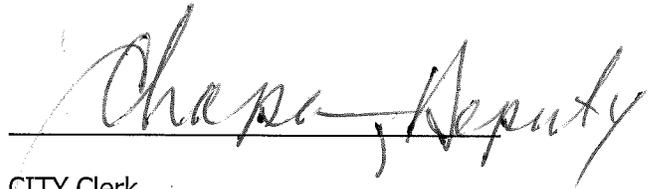
CITY OF WEST SACRAMENTO  
a California GENERAL LAW CITY



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For Christopher L. Cabaldon, Mayor

ATTEST:



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CITY Clerk

APPROVED AS TO FORM:



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CITY Attorney

(Signatures continue on next page)

CITY OF SACRAMENTO  
a California Charter CITY

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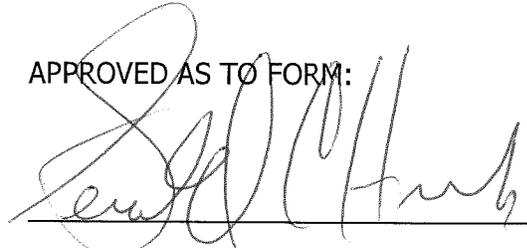
For John F. Shirey, City Manager

ATTEST:

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CITY Clerk

APPROVED AS TO FORM:



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CITY Attorney

(End of Signatures)

**Exhibit A**

**I Street Bridge Replacement PA&ED local revenue budget:**

Local Funds (WEST SACRAMENTO)	Up to \$ 350,000
Local Funds (SACRAMENTO)	Up to \$ 350,000
Additional (SACRAMENTO) Phase Contingency	\$ 150,000
<hr/>	
<b>TOTAL LOCAL REVENUE BUDGET</b>	<b>\$ 850,000</b>