

**Meeting Date:** 12/2/2014

**Report Type:** Consent

**Report ID:** 2014-00807

**Title:** Approval of Broadway Complete Streets Agreement (S15141700)

**Location:** Districts 4 and 5

**Recommendation:** Pass a Resolution authorizing the City Manager to execute a Professional Services Agreement with Nelson\Nygaard Consulting Associates for the project for an amount not to exceed \$359,000.

**Contact:** Fedolia "Sparky" Harris, Principal Planner, (916) 808-2996, Hector Barron, City Traffic Engineer, (916) 808-2669, Department of Public Works

**Presenter:** None

**Department:** Public Works Department

**Division:** Transportation Division

**Dept ID:** 15001911

**Attachments:**

1-Description/Analysis

2-Background

3-Agreement

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**City Attorney Review**

Approved as to Form

Gerald Hicks

11/24/2014 9:30:52 AM

**Approvals/Acknowledgements**

Department Director or Designee: Jerry Way - 11/13/2014 7:32:44 AM

## Description/Analysis

**Issue:** Nelson\Nygaard Consulting Associates (NNCA) has been selected to provide the City with professional services to develop a conceptual multi-modal plan for improvements to one of the oldest and most historic corridors in the region, Broadway Avenue. City Code section 3.64.020 requires City Council approval to execute agreements for professional services in an amount equal to or exceeding \$100,000.

**Policy Considerations:** The following Sacramento 2030 General Plan policies support the proposed action:

M 1.1.1 Right-of-Ways - The City shall manage the use of transportation right-of-ways by all travel modes, consistent with the goal to provide Complete Streets, as described in Goal M 4.2.

M 1.2.1 Multimodal Choices - The City shall promote development of an integrated, multi-modal transportation system that offers attractive choices among modes including pedestrian ways, public transportation, roadways, bikeways, rail, waterways, and aviation and reduces air pollution and greenhouse gas emissions.

M 2.1.4 Cohesive Network - The City shall develop a cohesive pedestrian network of public sidewalks and street crossings that makes walking a convenient and safe way to travel.

M 2.1.12 Safe Sidewalks - The City shall develop safe and convenient pedestrian ways that are universally accessible, adequately illuminated, and properly designed to reduce conflicts between motor vehicles and pedestrians.

M 3.1.1 Transit for All - The City shall support a well-designed transit system that meets the transportation needs of Sacramento residents and visitors including seniors, the disabled, and transit-dependent persons. The City shall enhance bicycle and pedestrian access to stations.

M 4.1.2 Balancing Community Impacts with Economic Development Goals - The City shall evaluate and strive to balance impacts to the community and the environment with economic development goals when adding or modifying roads and bridges.

M 4.2.5 Multi-Modal Corridors - The City shall designate multi-modal corridors in the Central City, within and between urban centers, along major transit lines, and/or along commercial corridors to receive increased investment for transit, bikeway, and pedestrian way improvements.

## Environmental Considerations:

**California Environmental Quality Act (CEQA):** The award of a professional services agreement is not subject to CEQA review. It is anticipated that future projects identified in

this study may be implemented using federal transportation funds. As such, federal guidelines for the development of the purpose and needs statement will be followed. Future projects will be subject to environmental evaluation under CEQA guidelines and possibly National Environmental Policy Act (NEPA) requirements.

**Sustainability Considerations:** The recommended action supports the Climate Action Plan goal to create a connected multi-modal transportation network that increases the use of sustainable modes of transportation (e.g., walking, biking, transit) and reduces dependence on automobiles.

**Other:** None.

**Committee/Commission Action:** None.

**Rationale for Recommendation:** A Request for Proposals for professional services was advertised for the project per City guidelines. Four proposals were received by the close of the submittal period. All submittals were scored by an unbiased selection committee and three consultant teams were interviewed. Nelson\Nygaard Consulting Associates was selected as the preferred consultant team. Nelson\Nygaard Consulting Associates was notified that it had been selected to perform the professional services necessary to complete the Broadway Complete Streets Plan (S15141700) and contract negotiations began. Negotiations have been completed satisfactorily and the revised scope and budget appear in this staff report for Council approval.

**Financial Considerations:** The total estimated cost for the Broadway Complete Street Plan (S15141700) is \$462,918. To date, \$8,597 has been expended and staff anticipates an additional \$454,320 will be needed to complete the project. As of October 27, 2014, the unobligated balance is \$454,320, which is sufficient to execute the agreement with Nelson\Nygaard Consulting Associates for an amount not to exceed \$348,608 and cover the other remaining project costs. There are no General Funds allocated for this project.

**Local Business Enterprise (LBE) Preference Program:** The City's LBE requirement for this project is 5%. The preferred consultant team led by Nelson\Nygaard Consulting Associates includes three LBE firms that will account for 26.9% of the total project expenditures.

## Background

On March 26, 2013, the City Council authorized staff to apply for \$300,000 in Community-Based Transportation Planning Grant funding for the Broadway Complete Streets Plan. The City of Sacramento was notified of the grant award on September 20, 2013. On June 6, 2014, staff released a Request for Proposals (RFP) to refine the vision for Broadway from the Sacramento River to State Route 99 developed by the Urban Land Institute in collaboration with the Greater Broadway Partnership to a greater level of detail for financial analysis, funding, and implementation. A pre-proposal meeting was held on June 13, 2014 and proposals were due June 26, 2014. Four proposals were deemed responsive to the RFP. A selection committee comprised of staff from the Department of Public Works, Economic Development Department, Community Development Department, and Sacramento Housing and Redevelopment Agency reviewed the proposals. Three consultant teams were interviewed on July 14, 2014. Nelson\Nygaard Consulting Associates was chosen as the preferred firm and notified on July 22, 2014. Scope negotiations followed to the mutual satisfaction of both parties with unsubstantial effect on the proposed budget.

The professional services to be performed by Nelson\Nygaard Consulting Associates will include:

- Project management
- Reviewing and analyzing existing and on-going studies
- Reviewing existing conditions
- Developing project recommendations with an eye to both multimodal mobility and economic development
- Managing stakeholder participation and public outreach
- Conducting financial analysis
- Completing a final report

The study is expected to be completed in approximately 13 months.

PROJECT #: S15141700  
PROJECT NAME: Broadway Complete Streets Plan  
DEPARTMENT: Public Works  
DIVISION: Transportation

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

Nelson\Nygaard Consulting Associates  
116 New Montgomery Street, Suite 500, San Francisco, CA 94105  
415-284-1544, zbent@nelsonnygaard.com

("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

**CONTRACTOR:**

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

Nelson/Nygaard Consulting Associates

Print name: Jerry Way

NAME OF FIRM

Title: Director of Public Works

58-2592493

Federal I.D. No.

For: John F. Shirey, City Manager

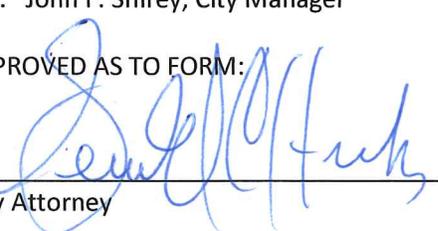
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State I.D. No.

APPROVED AS TO FORM:

131717

City of Sacramento Business Op. Tax Cert. No.

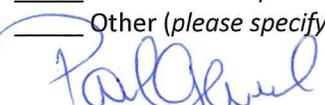
  
\_\_\_\_\_  
City Attorney

TYPE OF BUSINESS ENTITY (check one):

ATTEST:

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

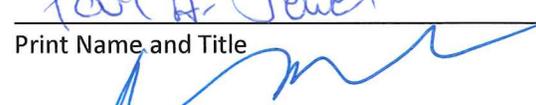
\_\_\_\_\_  
City Clerk

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

Attachments

Paul A. Jewel  
\_\_\_\_\_  
Print Name and Title

- 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

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

RAJ SINGH, Secretary  
\_\_\_\_\_  
Print Name and Title

**DECLARATION OF COMPLIANCE  
Equal Benefits Ordinance**

Name of Contractor: Nelson\Nygaard Consulting Associates

Address: 116 New Montgomery Street, Suite 500, San Francisco, CA 94105

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.

*Paul Opinel*

\_\_\_\_\_  
Signature of Authorized Representative

*11/18/14*

\_\_\_\_\_  
Date

*Paul A. Opinel*

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

*President*

\_\_\_\_\_  
Title

**EXHIBIT A**

**PROFESSIONAL SERVICES AGREEMENT FOR DESIGN PROFESSIONALS**

**SCOPE OF SERVICES**

**1. Representatives.**

The CITY Representative for this Agreement is:

Fedolia Harris, Project Manager  
915 I St, Sacramento, CA 95814  
916-808-2996, fharris@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:

Nelson\Nygaard Consulting Associates  
116 New Montgomery Street, Suite 500, San Francisco, CA 94105  
415-284-1544, zbent@nelsonnygaard.com

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

- 2. Professional Liability Insurance.** Professional Liability (Errors and Omissions) insurance is  is not  [check one] required for this Agreement. If required, such coverage must be continued for at least 1 year(s) following the completion of all Services and Additional Services under this Agreement. (See Exhibit D, Section 11, for complete insurance requirements.)

**3. Conflict of Interest Requirements.**

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

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

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

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

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

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

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

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

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

#### 4. **Scope of Services.**

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

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

## WORK PLAN

The Nelson\Nygaard team brings the national expertise and local knowledge necessary to collaborate with City staff on this opportunity to improve the Broadway Corridor for all users. We understand the critical issues and challenges involved in developing a Complete Streets vision that must not only improve mobility, but serve as a host for economic activity and enhance neighborhood character. The vision for the Broadway Corridor must grow from previous plans in the corridor (such as the *Broadway Corridor Vision Plan* and the ongoing efforts of the Greater Broadway Partnership), must speak to the needs and desires of its various neighborhoods, and must also be grounded in technical data that helps to support the implementation of these concepts. Hence, it is a primary goal of Nelson\Nygaard that these concepts be technically feasible. The diversity of the Broadway corridor also requires stakeholder outreach to ensure that design concepts respond to the varying needs of each segment of the corridor, not only to address the goals and objectives of community members and merchants, but also to build stewardship that will see this exciting project through to implementation.

Our team includes several members who have directly participated in previous visioning processes, such as Jake Weir of Mark Thomas & Company, as well as members connected to local neighborhood groups and commercial corridors, such as Gladys Cornell of AIM Consulting, Paul Zykofsky of LGC and Teri Duarte of WalkSacramento. AIM Consulting is a local leader in outreach for planning projects of this complexity, with direct involvement in previous efforts in this corridor. LGC is a national leader in facilitating outreach related to Complete Streets planning and WalkSacramento is well positioned locally to connect directly to the diverse Broadway Corridor community and activate both formal organizations and individual neighbors. We have already begun to engage partners in the area, tapping WalkSacramento to reach community groups, and leverage existing relationships with key stakeholders, including Sacramento Area Bicycle Advocates (SABA), Friends of Light Rail and Transit, Ubuntu Green, Greater Broadway Partnership, and local residents and businesses. Together, our team will maximize participation, identify local and corridor-wide priorities, and develop meaningful plans for a vibrant Broadway.

Our project approach is aimed at realizing a unified and feasible vision for Complete Streets in the Broadway Corridor, recognizing the key concerns related to high speed vehicle traffic, unfriendly walking conditions, lack of continuous bike lanes, and overall parking and corridor identity challenges. In addition, while no transit routes continuously serve the full length of Broadway, routes operating along the corridor or connecting through it need solutions that will maintain or improve operations. These challenges present opportunities for more pedestrian- and bicycle-oriented design, new wayfinding systems, urban greening, and placemaking. We include practical considerations of Complete Streets planning and design to improve operations for all users and create a safer and livelier corridor. WRT brings a focus on urban design, green infrastructure, and visual communication. Their expertise in streetscape design and implementation supports the development of clear plans that support economic revitalization goals. Mark Thomas & Company provides engineering expertise to ensure that concepts and plans address infrastructure needs and constraints, and include cost estimates and phased implementation plans for feasibility. DKS brings decades of local traffic engineering expertise. Along with the strong local economy and existing assets along the corridor, these Complete Streets strategies increase potential for short- and long-term economic development, by improving access to the corridor, mobility within the corridor, and overall character of corridor facilities and amenities.

The following tasks and associated budget present an outline of the steps we propose to conduct deliver on the vision of a more vibrant, safe, connected Broadway Corridor for residents, businesses, and travelers.

## TASK 1 PROJECT MANAGEMENT [NELSON\NYGAARD]

At the outset, the project team will meet with City of Sacramento staff for an internal kickoff meeting to review and finalize the scope of work, establish communication procedures, and identify other information that will be used throughout the project. While this will provide a venue to take care of housekeeping items, it will also serve as an opportunity to clarify team member roles, discuss the initial stakeholder meetings, and refine the outreach and engagement plan.

The project team will work together to develop a detailed work plan based on the revised scope, schedule and budget. Nelson\Nygaard will oversee each task and coordinate directly with all subconsultants on the team. This effort will be ongoing through the course of the project. Our team will provide monthly progress reports outlining project milestones, deliverables and other project efforts.

The project team will work with City staff and stakeholders to develop meeting agendas prior to each meeting and will share meeting summary notes with the project team following each meeting. Depending on the size and context of the meeting, these may be shared by email or more formal documentation.

**DELIVERABLES:** Revised scope, work plan, budget and schedule; initial stakeholder and committee list(s); monthly invoices and progress reports; draft meeting agendas; summary meeting notes

## TASK 2 REVIEW AND ANALYZE EXISTING AND ONGOING STUDIES

This effort is a critical step in enhancing the Broadway Corridor, and several initiatives have established initial ideas or conceptual vision for it. The Nelson\Nygaard team will review these existing concepts and ongoing planning documents. We will coordinate directly the City of Sacramento and other internal stakeholders at the kickoff meeting to identify the most relevant documents and studies impacting the Broadway Corridor. We will also work with the team, technical partners, and stakeholders to identify any additional plans and studies and summarize the most salient points of these studies.

Based on the review of the existing data and documentation, the Nelson\Nygaard team will prepare a list of existing data and identify data gaps relevant to other project tasks. This review and gap identification will provide a framework for the existing conditions review. Studies and reports will include the: Broadway Vision Plan; Sacramento City/County Bikeway Master Plan; Sacramento Riverfront Master Plan; Sacramento Transit Renewal Plan; and many more. Our team will offer a list to the City prior to beginning this effort to develop a more comprehensive list.

**DELIVERABLES:** Preliminary list of studies and reports; summary memo on key findings, challenges, & opportunities noted in related studies; preliminary list of available data; summary memo of notable gaps

## TASK 3 REVIEW EXISTING CONDITIONS

### *3a/b Compile comprehensive database and map of existing infrastructure [Nelson\Nygaard, MT&Co, DKS, WRT]*

After compiling a preliminary list of available data, and confirming any additional data available from the City of Sacramento, our team will review and compile relevant transportation and built environment data. We will work directly with internal stakeholders to identify data sources for those elements that are not provided by the City.

Because of the existing built environment and infill character of the Broadway corridor, it is the goal of Nelson\Nygaard and the sub-consultants to identify traffic geometric constraints, basic right-of-way needs, property constraints, or utility conflicts associated with the concepts developed by this planning

effort. Mark Thomas & Company will coordinate with City staff on the Utility Coordination Process to identify and verify utility locations. This information will be compiled into base mapping and will be utilized as the project moves into future phases. It is assumed that mapping will be obtained for water, sewer, storm drain, gas, electric, fiber optic, and telephone facilities. It is also assumed that the City will provide GIS mapping for municipally-owned utilities. This information will be used to supplement the approximate right-of-way and project base mapping (including drainage inlets, manholes, valves, etc). Detailed field topography is not included in this scope of work, but could be offered as an optional task as warranted.

We propose that an existing conditions site visit or walking audit be conducted on the day of the project kickoff meeting, where members of the Nelson\Nygaard team visit portions of the project corridor with City staff and internal stakeholders. This walking audit will cover Broadway between I-5 and Route 99, with a focus on identifying key issues within each of the three subareas:

- The Marina District between I-5 and Riverside
- The Tower district between Riverside and 21<sup>st</sup> Street
- The Upper District between 21<sup>st</sup> Street and Route 99

This will allow participants to observe conditions and discuss likely areas of concern to users. The kickoff meeting could coincide with the site visit and function as a debriefing session.

During the walking audit, the project team will conduct an on-site conditions assessment while considering the following general issues:

1. **Connectivity.** Complete Streets should provide connectivity, with a fine-grained network that facilitates direct paths of travel between origins and destinations.
2. **Continuity and Clarity:** Complete Streets should provide a continuous network of facilities for all modes. Therefore streets, bicycle facilities and sidewalks should be well maintained, broad enough to comfortably handle expected non-motorized volumes, and should not abruptly end at dangerous points in the networks.
3. **Crossings:** Where travelers reach a crossing, a clear series of design characteristics will be evaluated by our team, including clarity, predictability, visibility, permanence, exposure, and obstructions. Traffic signal displays and timing will also be considered as part of this element.
4. **Safety:** In addition to traffic speed and crossing conditions, other safety considerations include sight distance and sight lines (especially at points of curvature or ascending grade), lighting adequacy, proximity and frequency of curb-cuts, and driveway design.
5. **Accessibility:** To ensure that pedestrian facilities are accessible to all users, ADA requirements should be met and proper consideration given to those with physical or mental limitations.
6. **Aesthetics and Landscaping:** Aesthetics play an important role in supporting non-motorized users and democratizing public space so that streets are inviting rather than threatening to community life.
7. **Environment:** The attractiveness and function of the street is also affected by features such as drainage, percolation, utilities placement, and landscaping.

Based on the site visit and available base map information provided by the City, the project team will summarize substandard features/roadway elements not designed to current City standards, and develop a design memo to guide the development of conceptual alternatives of Task 4c. Major utility infrastructure issues or constraints will be denoted at a conceptual level. However, a detailed analysis of existing and future water/sewer system capacity calculations and drainage analysis (nor other such unrelated infrastructure) is not provided within this scope of work.

**Broadway Complete Streets Plan | Revised Study Scope**  
City of Sacramento

**DELIVERABLES:** Summary table, map of key infrastructure in corridor, base file of utility mapping in AutoCAD format developed in collaboration with City staff; summary, map of walking audit findings; memo/white paper on existing conditions; memo describing opportunities, challenges or features to be addressed through design

**3c/d/e Compile travel data for all modes [Nelson\Nygaard, DKS]**

The Nelson\Nygaard team will compile relevant travel data based on the outcome of Task 2-a and additional data provided by internal stakeholders or the City from previously completed traffic studies. Traffic data to be obtained from the City may include:

- Traffic volumes from previously completed traffic studies for study intersections or mid-block locations to be determined in consultation with City staff. Peak hour turning movement counts on Broadway, which may include vehicular, pedestrian and bicycle counts
- Left-turn counts from Broadway into major driveways (major trip generators), not to exceed four driveways during the a.m. and p.m. peak periods
- Existing transit conditions including bus routes, stop locations by route, ridership by mode for routes along and crossing the corridor, service frequency, travel time, on-time performance, layover areas, transfers, etc.

In addition to traffic data collection, other transportation and urban design data collection may encompass:

- Future traffic volume as defined in studies
- Historic collision reports for last three years along Broadway
- Roadway geometry, including curb-to-curb width and existing width for sidewalk, bike lane, traffic lanes, and medians
- Existing parking conditions, including survey of parking occupancy by segment
- Existing lighting conditions at midblock locations and at intersections representative of each of the three sub areas along Broadway
- Safe Routes to School maps
- Landscaping issues

Nelson\Nygaard will summarize transit operations information for the Broadway Corridor, with a focus on direct corridor service and connections to key routes and destinations as identified by City staff during the project kickoff meeting. Corridor-serving transit along nearby parallel streets will also be considered. We will also review census and other public data as necessary and identify critical data gaps.

Based on the outcome of the data review and compilation, the Nelson\Nygaard team will coordinate data collection at key locations, with a focus on addressing existing conditions questions and informing subsequent quantitative analysis. Given the amount of study in the corridor and area to date, we have assumed traffic data collection will be necessary at up to nine intersections or mid-block locations through the corridor, or three per subarea. We will begin by identifying locations for tube counts and will supplement with peak hour turning movement counts as necessary. This task can be refined during the initial kickoff or upon completion of the data review.

**DELIVERABLES:** Summary table and map of key transit & bicycle routes serving the corridor; summary and/or map of multimodal demand as appropriate; summary and/or map of multimodal performance as appropriate; memo or white paper on travel conditions; memo or presentation deck describing opportunities, challenges or features to be addressed through concept design

**3f Calculate existing multimodal level of service for key segments & intersections [Nelson\Nygaard, DKS]**

Nelson\Nygaard will develop quantitative analysis of operations along key road segments and intersections. The project team will analyze key locations within in subarea, taking care to identify critical hotspots, transfer points, and other nodes. Study intersections will be further examined during initial review of the design concepts, with a view to confirming approximately 33 intersections targeted for detailed study. DKS has conducted preliminary travel model analysis to determine the streets where peak period traffic increases and decreases would occur due to a reduction in travel lanes (from four to two) on Broadway. Based on preliminary evaluation of the corridor, however, the following intersections have been identified as the focus for more detailed analysis, and are included on the attached map:

1. 5th Street and W Street
2. 5th Street and X Street
3. 5th Street and Broadway
4. 9th Street and W Street
5. 9th Street and X Street
6. 9th Street and Broadway
7. 10th Street and W Street
8. 10th Street and X Street
9. 11th Street and W Street
10. Riverside and X Street
11. Riverside and Broadway
12. 15th Street and W Street
13. 15th Street and X Street
14. 15th Street and Broadway
15. 16th Street and W Street
16. 16th Street and X Street
17. 16th Street and Broadway
18. 19th Street and W Street
19. 19th Street and X Street
20. 19th Street/Freeport Blvd and Broadway
21. 21st Street and W Street
22. 21st Street and X Street
23. 21st Street and Broadway
24. 24th Street and W Street
25. 24th Street and X Street
26. 24th Street and Broadway
27. 26th Street and W Street
28. 26th Street and X Street
29. 26<sup>th</sup> Street and Broadway
30. Franklin Boulevard and Broadway
31. Freeport Boulevard and 2nd Avenue
32. 21st Street and 2nd Avenue
33. 24<sup>th</sup> Street and 2nd Avenue

DKS Associates will review available traffic studies, plans, and traffic data that may be applicable to the proposed project. These include past studies of nearby development, as well as planned transportation improvements in the study area.

Peak period intersection traffic counts will be recorded at the existing study area intersections, unless appropriate recent (within six months) traffic counts are available. At this time, recent counts are available at 16 of the 33 intersections. Thus, the budget assumes new traffic counts will be collected at 17 of the 33 study intersections. Weekday counts will be collected between 7:00 and 9:00 a.m. and between 4:00 and 6:00 p.m.

DKS Associates will conduct field reconnaissance to establish existing roadway characteristics and observe traffic operations during the peak periods. The City will provide information on traffic signal phasing and timing for each of the signalized study area intersections.

Note that though we will begin with the traditional LOS metrics used for each discrete mode, our team will work with the technical partners and community stakeholders to develop a multimodal framework that evaluates overall street performance, as further described in task 4b. Defining this framework at the outset is a critical step in setting the stage for analysis prior to defining the alternatives.

**DELIVERABLES:** Matrix of existing road & intersection LOS for key locations based on HCM guidelines

## TASK 4 DEVELOP PROJECT RECOMMENDATIONS

### **4a Define a purpose and need statement [Nelson\Nygaard, WRT, AIM]**

The Nelson\Nygaard team will work directly with City staff, internal stakeholders and the Technical Advisory Committee to define a purpose and need statement and outline specific objectives for the Broadway Corridor. This will be based on a combination of discussions during the kickoff meeting, project priorities identified by technical partners and stakeholders, document review, and outreach. The team will supplement the document review with an exploration of similar statements for similar projects, applying appropriate characteristics to the Broadway Corridor. We will then share the proposed statement with stakeholders for feedback. Allowing internal and external stakeholders to weigh in on the purpose and need at the outset will also be helpful in messaging the project features and in ensuring transparency and understanding potential project outcomes.

Our team will craft a purpose and need statement that addresses not only the transportation elements of the project, but also how it supports broader City policy goals and community development objectives. The purpose and need statement will be further tied to the evaluation matrix, described below, allowing partners and stakeholders alike to see how evaluation criteria support the project goals, noting metrics keyed to specific funding sources or policies, such as greenhouse gas emissions reduction, on-time transit performance, etc. A direct tie between the statement and these policies will better position the project for advancement to grant-readiness, streamlining the process and fostering a more competitive project.

**DELIVERABLES:** Summary memo of related purpose & need statements; memo describing purpose & need

### **4b Develop a multidisciplinary framework with multimodal evaluation criteria [Nelson\Nygaard, AIM]**

To assess alternatives, the Nelson\Nygaard team will develop design criteria. Design criteria encourage a consistent approach to designing and evaluating each element of the right-of-way to best serve the traveling public, support land use patterns, and encourage economic growth as described in the *Vision Plan* and related documents. These criteria will likely include both qualitative and quantitative metrics to objectively measure not just the technical merits of each option, but also the level of community support and feasibility of implementation. The criteria will be developed with input from the City staff and key stakeholders, and may include measures of effectiveness, cost, context sensitivity, community support, and funding opportunities. These will be developed to match the project purpose and need to apply directly to this corridor and specific project objectives.

The project team will measure and evaluate level of service throughout the corridor to develop plans that maintain or improve mobility for all modes. This will require context sensitive and multimodal evaluation criteria to ensure that all corridor users are served—for example, reporting person-throughput and delay, continuity of bicycle facilities or path of pedestrian travel, and opportunities for landscaping or street furniture, in addition to auto LOS. Additional criteria might include access to businesses, potential public health impacts (change in walk/bike trip-making) or air quality impacts, transit travel time, and feasibility and implementation considerations.

Our team will work together to develop a project-specific approach, stitching the entire corridor together cohesively yet recognizing that specific criteria may affect different subareas in unique ways. Evaluation results will be part of the discussion with stakeholders to inform the public outreach process and ensure transparency and stewardship of corridor concept plans over time. In addition to developing design criteria, the consultant team will identify constraints to potential design options. These constraints might include underground elements that preclude certain types of treatments, historic preservation orders, and traffic operations considerations.

**DELIVERABLES:** Summary of applicable evaluation criteria/framework; draft and revised final evaluation matrix

***4c/d/e/f Generate corridor alternatives [Nelson\Nygaard, MT&Co, WRT, DKS]***

The Nelson\Nygaard team will then develop alternatives or design concepts for transportation infrastructure improvements using the City of Sacramento’s latest street design standards. These alternatives will be based on findings from the initial existing conditions site visit (Task 3b), evaluation criteria (Task 4b), and feedback received from various stakeholder committees during the public outreach process (Task 5), and will draw upon decades of practical experience and our national base of best practices. The team will review both existing and future travel patterns, taking existing long-range plans into consideration and further working to estimate future demand. We will start with a technical review of the concept plans developed for the previously completed Broadway Corridor Vision Master Plan, and will generate two additional corridor-wide alternatives. Together, these three design alternatives will serve as the basis for feedback and customization.

Each alternative will propose a package of revisions to existing rights-of-way that are designed to achieve the updated project goals. The design concepts will draw from a toolbox of safety countermeasures and other Complete Streets design treatments. Alternatives will be evaluated quantitatively and qualitatively against criteria to be established and/or confirmed in collaboration with City project staff and local stakeholders participating in the advisory committees or in the general public outreach process.

Our team will review up to two (2) preliminary design alternatives to address substandard features in the existing conditions memo (Task 3b), mitigate the effects of improvements to Broadway, identify engineering issues, and comment on their degree of feasibility. The feasibility of the preliminary design alternatives will be checked against intersection geometrics and turning templates (the City will specify which design vehicles to use). Any intersection geometric constraints, basic right-of-way impacts, property constraints, or utility conflicts associated with the preliminary design alternatives will analyzed based on the design standards and utility information provided by the City. This engineering analysis will be summarized in a memo, with attached exhibits as necessary. Concepts or issues to be considered during this phase include:

- Road diet on Broadway including two thru lanes, parking, and bike lanes
- Intersection bulb-outs and pedestrian refuges within medians
- Converting two-way streets, including 9th, 10th, 15th, 16th, and 19th Streets from X Street to Broadway (if included in traffic study)

Throughout the design process we will examine potential impacts and devise possible solutions. Once the concept designs have been developed and refined for public consumption, our team will analyze their performance using traffic engineering tools (ie, Synchro) to evaluate signal operations within the corridor. Our team will focus on the intersection locations outlined above in Task 3, understanding how changes in right-of-way might impact signal timing and operations.

This work scope assumes that two project alternatives plus a “no project” alternative will be evaluated as part of the traffic forecasting and operations analysis. Under existing conditions, the “no project” will be based on 2014 traffic count data while the future “no project” will be based on the 2035 MTP. DKS will work with the broader consultant team and the City to define the assumptions that will be used for the forecasting and operations analysis of the project alternatives. Key elements include:

- the number of travel lanes on street segments;
- turn lanes and signal timing at intersections;
- potential revised street connections; and

- potential conversions of one-way streets to two-way operations.

DKS will be provided an agreed upon set of assumptions prior to the traffic forecasting efforts.

Traffic forecasts will be prepared for each of the project alternatives. DKS will review and potentially refine some model inputs (such as free flow speeds) prior to traffic forecasts to help improve the model's validation in the study area. Cumulative (no project) forecasts will be based upon 2035 projections of SACOG's MTP travel model. For each project alternative, DKS will prepare difference plots (daily, a.m. peak hour, and p.m. peak hour) to provide a graphic representation of the anticipated change in traffic patterns associated with an alternative. Special attention will be paid to resulting changes on neighboring residential streets to address community concerns. A qualitative evaluation of change in traffic patterns will be provided such as increased vehicular travel time between typical origins and destinations for example.

Intersection analysis will be conducted utilizing SYNCHRO 8 software and Highway Capacity Manual (HCM) methods at the study intersections. The analysis will include consideration of vehicle queuing on City streets and the US 50 freeway ramps along W and X Streets. Based upon the results of this operations analysis, DKS will work with the broader NN team to refine the assumed roadway geometry along with bicycle and pedestrian facilities to improve operating conditions. DKS will conduct a revised analysis of the recommended operations plan that includes lane geometry, signal phasing, bike lanes, pedestrian crossings, etc.

The project team will also incorporate stakeholder input gathered through the multi-phase public outreach process, and results of the evaluation analysis outlined in Task 4d and Task 4e to identify additional improvements that will mitigate trade-offs and improve the feasibility of concept plans. The final round of concept plans will be developed with finer grain detail, such as intersection configurations, and cross sections.

**DELIVERABLES:** Conceptual designs (10%) of up to 3 alternatives in plan and cross section; summary memo on performance, including traffic analysis; summary evaluation matrix

**OPTIONAL TASK:** Grant-ready designs (35%) of the consensus alternative in plan and cross section; summary memo on performance (potentially formatted as a tearsheet or factsheet)

## TASK 5 STAKEHOLDER PARTICIPATION AND PUBLIC OUTREACH

Our approach stresses community education, involvement, and rigorous technical analysis. It will be based on clear, illustrative visualizations, rooted in benefits and impacts for the surrounding community within each segment of the alignment, and will enable a focused, direct conversation around the tradeoffs inherent in designing for Complete Streets in a mature corridor. Simultaneous to the development of our evaluation framework, we will conduct outreach with key external and internal technical stakeholders to provide a deeper understanding of Complete Streets concepts and how community-desired outcomes relate to the evaluation measures we adopt and employ. Showing that we are measuring what matters to the community will be essential in building trust and buy-in. In addition to outreach, we will also conduct extensive "inreach" to technical stakeholders at partner agencies across the City: SACRT, Community Development, Parking Services, and others as appropriate. Targeted charettes may be used to problem solve challenging areas; but, we will also employ methods such as online surveys featuring project visualizations and exercises designed to frame tradeoffs, or parklets popups and walking audits to spark engagement. Our team brings visualization tools such as photo simulations and renderings to create powerful images that can enhance understanding of the concepts.

**5a/b/c Establish Advisory Committees [Nelson\Nygaard, MT&Co, LGC, WalkSac, AIM]**

Studies of this magnitude are often guided by a set of technical, community, and stakeholder advisory committees. In concert with the City, AIM will lead the effort to establish a structure for these committees, and suggest partners who should be included to ensure that the project benefits from strong support, feedback, and stewardship. Some committees may have already been established by the City for this project or other related projects, so our team will seek to deliver feedback on rounding out each group. This may include representatives from local organizations such as Sacramento Area Bicycle Advocates (SABA), Friends of Light Rail, and the Greater Broadway Partnership, Sacramento Metropolitan Arts Commission, and other community partners involved in the initial Broadway Corridor visioning process. WALKSacramento is intimately familiar with the diverse communities that make up the larger Broadway Corridor, whereas AIM will supplement the effort with their knowledge of local organizations and merchant groups to develop project outreach strategies and support the Property Stakeholders Advisory Committee.

The Nelson\Nygaard team is well-versed in managing advisory committees, with a focus on integrating committees into the process, involving them in the public outreach process and soliciting feedback about concept alternatives and corridor priorities at each step. Our proposed project manager brings her own perspective to these tasks, having managed four committees at once while working at a city agency, coordinating efforts to reach consensus on issues from BRT corridor concepts to congestion pricing scenarios. This will be a discussion item at the outset of the project, during which we will finalize the committee structure and appropriate staffing within the project team.

**DELIVERABLES:** Revised committee structure; suggested members/ recruitment process for a Technical Advisory Committee, Property Stakeholders Advisory Committee, and Community Advisory Committee

**5d/e Prepare and Conduct necessary meetings, including Boards, Commissions & Councils  
[Nelson\Nygaard, MT&Co, WRT, LGC, WalkSac, AIM]**

The keys to a successful public involvement process are clarity and continuity. Clarity means that the public understands the purpose of the meetings they are asked to participate in, the expected outcome of each meeting, and how meetings relate to one another. Continuity means that there is a logical sequence to the meetings and that the information is traceable from meeting to meeting. When these two conditions are met, trust and goodwill are created in participants due to process transparency and understanding of the issues at hand. For this effort, Nelson\Nygaard and AIM will collaborate with Local Government Commission and WALKSacramento to design an outreach and publicity approach that meets the specific needs of the local communities along the Broadway Corridor. We have tailored the outreach efforts to maximize our effectiveness in reaching the community.

We propose a phased workshop approach to public outreach, beginning with a series of focused walk audits with community participants to gather initial input, followed by a second round of workshops for preliminary concept plan review, and a final meeting to review preferred alternatives, refine plan details, and identify ancillary improvements (as outlined in Task 4f). In preparation for the Community and Property Stakeholder Workshops, the project team will use the existing conditions information obtained during the initial kickoff site visit and Tasks 3a, 3b, and 4a to prepare visual materials to aid public input of issues surrounding the Broadway Corridor.

The project team will present the project purpose and need and concept alternatives materials to relevant groups outside of the project stakeholder outreach process. These presentations may include local boards, advisory committee meetings, the City Planning Commission, and Sacramento City Council. We also recommend interim presentations to Planning Commission and City Council and final report presentations to Planning Commission and City Council. In addition to Nelson\Nygaard's ongoing

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staffing, our team is prepared to attend and provide technical assistance for two (2) Board, Commission, or Council presentations.

**DELIVERABLES:** Large format base maps for workshop activities; other workshop materials as agreed in the revised work plan; summary of community values, issues, and constraints; large format concept plan graphics for workshop discussions; summary memo/white paper on feedback and findings following each round

***5f Conduct necessary public surveys and provide collateral outreach materials [Nelson\Nygaard, LGC, WalkSac, AIM]***

This diverse corridor includes many stakeholders and community members that use the street on a daily basis but may not participate in a formal workshop. Nelson\Nygaard and AIM will collaborate with Local Government Commission and WALKSacramento to develop a grass roots approach to outreach. We will focus on connecting directly with the public to ensure that project information is widely distributed and to solicit input from organizations and casual users throughout the project process. We will employ multiple strategies to connect with the public, including:

- Business walk – Walk door to door to conduct personal interviews of local business owners and employees on improving walking conditions for customers and the neighborhood generally. The walk will also review potential parking lot consolidation and other physical ways to reduce pedestrian conflicts in and around local businesses.
- Pedestrian surveys – Conduct “person in the street” surveys of Broadway pedestrians to determine where they go and how they get there and ways to improve how they get there. The surveys will employ industry standard methods of inquiry, data compilation and analysis.
- Outreach to local organizations – Contact the churches, business associations, professional groups, and neighborhood associations located in the vicinity of Broadway to obtain input on how to make Broadway function best for all modes of travel. In addition to inviting members of these groups to attend any charrettes or workshops that might be planned as part of this project, WALKSacramento staff will offer to attend regular meetings of any or all of these groups to obtain the needed input from as many actual users of the street as possible.

The consultant team will also develop collateral materials for distribution to the public throughout the outreach process. We will also consider additional innovative and technology based outreach approaches.

**DELIVERABLES:** Revised outreach and engagement plan; summary memo/white paper on feedback and findings following each round

***5g Develop and maintain a project website [Nelson/Nygaard, AIM]***

We will develop, launch and help manage a Broadway Corridor project website for the duration of the public outreach process. The website will be designed to maximize information availability and support outreach strategies. We will also develop a plan to transition the website to the client or other supporting organization to provide ongoing access to project information after the completion of this planning phase or at another point determined by the City.

**DELIVERABLES:** Draft website design/layout; ongoing development support; transition plan & supporting materials

## TASK 6 FINANCIAL ANALYSIS

### **6a Develop conceptual block level cost estimates [Nelson/Nygaard, MT&Co, WRT]**

The Nelson\Nygaard team will prepare preliminary designs and capital cost estimates for the final concept plans. Sketch level infrastructure improvements developed in Task 4 will be rendered using aerial photos to develop 10% drawings, which in turn will be used for the preparation of 10% magnitude of cost estimates. These preliminary estimates will identify the major infrastructural elements such as roadway improvements, traffic signal modifications, drainage, streetscape/plantings, and utility modifications/relocations. While the estimate will strive to include quantities with unit prices, reasonable allowances for items that cannot be definitively quantified will be included as lump sum costs. Unit prices will be obtained from our internal database of recent construction bids and from other resources. Adjustment to the unit prices will be made to reflect current trends with contingency items for future escalation.

**DELIVERABLES:** Conceptual (10%) cost estimates; memo of cost assumptions, with summary of estimation process

**OPTIONAL TASK:** If 35% design is pursued in optional task 4, MT&Co will update cost estimates to bring the project closer to grant readiness

### **6b/c/d Develop funding and implementation plan [Nelson/Nygaard, MT&Co, WRT, LGC, WalkSac, AIM]**

The project team will identify realistic funding opportunities for the Broadway Complete Streets Plan based on elements of the corridor concepts, the magnitude of costs, and setting within Sacramento's neighborhoods. The team will work with the appropriate implementing agencies, from City Public Works to SACRT, to determine coordination and/or funding sources that apply to the various design concept elements. The implementation plan will also include a program for funding and installation of public improvements based on planned development in the area and anticipated City funding, and further include recommendations mobilizing public/private partnerships to fund improvements. This analysis will identify elements benefiting the City and those solely supporting the study area. The Active Transportation Program (ATP) and SACOG Community Design Program are just two funding sources that could be applied to preliminary design/environmental clearance or construction of the project.

We will then draft a set of project phasing options with potential project funding sources in mind. The implementation plan will recognize and address how development along the corridor may be phased over time and which improvements and costs will be associated with different levels of build out. The implementation plan will prioritize those elements which should be implemented early in the development of the corridor to activate the plan and set the tone for private development. This could include, as appropriate, assessment districts and private financing. Given the diversity within the corridor, this may present challenges and opportunities as the economic character and level of engagement changes among the Riverside District, Tower District, and Upper Broadway.

Our team has a track record of success with implementable projects, and we aim to put this expertise to work for the Broadway corridor. For example, MTCO assisted the City of Sacramento and City of Rancho Cordova deliver projects that obtained grant funding in the recent awarded grants in round 6 (2014-2017). The next round of funding applications is anticipated in mid-2017 for the 2018-2020 funding cycle. Given the project schedule of completing the Broadway Complete Streets Plan within 12-18 months, the project could be well into the environmental document phase and apply for final design and construction funding when the next grants are awarded. Another example would be the SMUD SD-14 System Enhancement Program (SD-14), which allows SMUD to pay costs to underground power lines along commercial corridors. The City Council recently approved Broadway's eligibility for this program, bringing it a step closer to assembling funding for enhancing the corridor.

## TASK 7 FINAL REPORT

### *7a/c/d Draft and Final Plan [Nelson\Nygaard, WRT, MT&Co, AIM, LGC]*

Based on one set of non-conflicting comments for each prior deliverable, the Nelson\Nygaard team will incorporate previous deliverables into a draft study report of the Broadway Complete Street Plan for City review. The documentation will include the details of the recommended operations for plan alternatives developed in Task 4. Based on a single set of non-conflicting comments, we will then revise and submit a draft final study report of the Broadway Complete Street Plan for public review. Preparation of the draft final study report does not include any major analysis revisions, such as changes to project characteristics that would require additional analysis. After one final round of review and revision, we will submit a Final Broadway Complete Street Plan document. The consultant team will present the draft report at up to two commission and/or council meetings, as directed by City staff.

This task will begin with a draft outline delivered to the City, including one revision to respond to comments. The outline and final deliverable will include an executive summary of key findings and a clear depiction of any information that can easily be refined to satisfy funding source criteria, with a view to further supporting easily accessible information to support implementation. Finally, we will layout the final plan document and executive summary in InDesign to present a crisp, graphically appealing description of the Plan. This document will be more accessible to the general public, quick reference for technical staff, and a lasting record of the analysis and concept. This will facilitate ongoing stewardship of the vision and help shepherd the project to implementation. The document will be transmitted as pdf for easy online access, along with all InDesign source files.

**DELIVERABLES:** Draft and revised outline; draft and final plan document; draft and final executive summary

### *7b Highlight key features of the concept through photosimulations [WRT]*

In every corridor there are signature locations—points that offer placemaking opportunities or critical transportation knots or simply hubs of existing neighborhood activity. As part of the design process, our team will work with the City to identify up to 3 locations where corridor a concept could benefit from a photo-realistic transformation. During the kickoff meeting and at critical points in the process, we will evaluate the best elements or locations to feature, either to highlight a transformative improvement or convey a critical benefit. WRT will begin with a photo of the desired location, layering in the elements of corridor design to show the progressive transformation as well as final product. Photosimulations will be incorporated into both presentation at public meetings as well as the final plan document.

**DELIVERABLES:** Depiction of proposed locations & angles; photosimulations of desired concept at up to 3 locations

## 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 \$ 359,694.79.
2. **Billable Rates.** CONTRACTOR shall be paid for the performance of Services on an hourly rate, daily rate, flat fee, lump sum or other basis, as set forth in Attachment 1 to Exhibit B, attached hereto and incorporated herein. *[Attach list of billable rates that apply, labeled "Attachment 1 to Exhibit B".]*
3. **CONTRACTOR's Reimbursable Expenses.** Reimbursable Expenses shall be limited to actual expenditures of CONTRACTOR for expenses that are necessary for the proper completion of the Services and shall only be payable if specifically authorized in advance by CITY.
4. **Payments to CONTRACTOR.**
  - A. Payments to CONTRACTOR shall be made within a reasonable time after receipt of CONTRACTOR's invoice, said payments to be made in proportion to services performed or as otherwise specified in Attachment 1 to Exhibit B. CONTRACTOR may request payment on a monthly basis. CONTRACTOR shall be responsible for the cost of supplying all documentation necessary to verify the monthly billings to the satisfaction of CITY.
  - B. All invoices submitted by CONTRACTOR shall contain the following information:
    - (1) Job Name
    - (2) Description of services billed under this invoice, and overall status of project
    - (3) Date of Invoice Issuance
    - (4) Sequential Invoice Number
    - (5) CITY's Purchase Order Number
    - (6) Total Contract Amount
    - (7) Amount of this Invoice (Itemize all Reimbursable Expenses)
    - (8) Total Billed to Date
    - (9) Total Remaining on Contract
    - (10) Updated project schedule. This shall identify those steps that shall be taken to bring the project back on schedule if it is behind schedule.
  - C. Items shall be separated into Services and Reimbursable Expenses. Billings that do not conform to the format outlined above shall be returned to CONTRACTOR for correction. CITY shall not be responsible for delays in payment to CONTRACTOR resulting from CONTRACTOR's failure to comply with the invoice format described below.

D. Requests for payment shall be sent to:

City of Sacramento, Department of Public Works  
915 I St, 2nd Floor, Sacramento, CA 95814  
916-808-2996, fharris@cityofsacramento.org

Attn: Fedolia Harris

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 a 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). Unless specifically identified as some other method, the specified rates shall include direct/base hourly rate, fringe benefits, overhead, and profit.
- C. CONTRACTOR shall be reimbursed for Other Direct Costs (ODC), at rates as identified on the approved 10-H Form(s) with receipts for actual costs.
- D. If applicable, CONTRACTOR shall pay prevailing wages to those workers employed on public works contracts performing applicable duties as required by the State Labor Code and City Code 3.60.180. 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. Based on prevailing adjustments, CONTRACTOR may request an adjustment in the rate(s) in the 10-H form. These adjusted rates will not go into effect until the approval date by the City of the Supplemental Agreement. 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. Unless specifically stated, the contract shall be a not-to-exceed by task, Other Direct Cost (ODC) line item, and total budget as included in the Cost Proposal. Written approval by CITY Project Manager is required for reallocation of budget between tasks, between ODC line items, or between tasks and ODCs. All reallocation requests must include a revised Cost Proposal. If the reallocation will directly or indirectly require an increase in the total contract amount, it will be require a Supplemental Agreement to be approved by the CITY as described in Section G.
- F. Written approval by CITY Project Manager is required for any staff substitutions or additions of staff under classifications included in the 10-H Form(s).

1. Updated 10-H Form(s) for CONTRACTOR and all SUBCONTRACTORS shall be included.
2. Any addition or substitution shall be paid at the same or lower rate of the previously approved or similar classification.
3. If a 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.

If the staff addition or substitution will include a new classification, any rate increase, or will directly or indirectly require an increase in total contract amount, it will require a Supplemental Agreement to be approved by the CITY as described in Section G.

**No work shall commence until written approval by the CITY Project Manager. Any work not in compliance with the above, and performed prior to the date of approval by the City, shall not be reimbursed.**

- G. 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. Adding new classifications or adjusting rates:
    - a. Updated 10-H Form(s) for CONTRACTOR and all SUBCONTRACTORS shall be included.
    - b. CONTRACTOR may request cost of living increases in base salary of staff after the contract has been in effect for one year. The maximum increase, if approved, shall be the annual Cost of Living Adjustment (COLA) increase as calculated and used by the Social Security Administration. Any approved increase shall not go into effect until a Supplemental Agreement is executed.
  4. Adding SUBCONTRACTORS.
  5. Adding new Other Direct Cost (ODC) items not included in 10-H Form.
  6. Extending the sunset date of the Agreement.

**No work shall commence until the Supplemental Agreement is executed and written notification has been provided by CITY Project Manager. Any work not in compliance with the above, and performed prior to the date of the execution of the Supplemental Agreement by the City, shall not be reimbursed.**

#### H. 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. Task, Budget, and Billing Summary.
  - b. A copy of all invoices for Other Direct Costs and appropriate back up documentation, at rates consistent with the approved 10-H Form(s).
  - c. A copy of SUBCONTRACTOR invoices using the City template.
  - d. CONTRACTOR Project Manager's signature certifying that all charges have been reviewed and are in compliance with the contract terms.
  - e. Written approval of CITY Project Manager for any overtime expenses for Prevailing Wage staff consistent with the approved 10-H Form(s).
  - f. Written approval by CITY and CONTRACTOR of Reallocation of Budget between Tasks or between Tasks and Other Direct Costs.
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, including for all subcontractors, and include the percentage achieved with each invoice. The 5% requirement only applies to those agreements awarded for a not-to-exceed amount over \$100,000.
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 SUBCONTRACTORS for professional services 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 Task, Budget, and Billing Summary.

## 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 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 certifies that it does not now have, nor shall it acquire in the future, 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 III.

- D. CONTRACTOR certifies that neither CONTRACTOR, nor any firm affiliated with CONTRACTOR will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.
- E. Except for SUBCONTRACTORS whose services are limited to providing surveying or materials testing information, no SUBCONTRACTOR who has provided design services in connection with this contract shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract.

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. In the event of 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.

VII. 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.

VIII. 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.

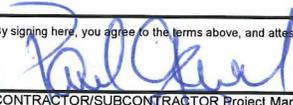
**\*All referenced forms and sample templates will be provided by CITY.**



Fringe Benefit % 34.09%	+ *Overhead % 121.63%	= Combined % 155.72%				
Profit %: 9.00%						
[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

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  
 (type/print name here) Paul J. Presbit





**CITY OF SACRAMENTO 10-H FORM**  
 Approved with Supplement # (type Original if it is the Original): Original  
**CONTRACTOR Name:** DKS **Date:** 9/23/2014  
**Project Name:** Broadway Complete Streets Plan  
**Project #:** S15141700

Fringe Benefit %		+	*Overhead %		=	Combined %	
57.75%			121.47%			179.22%	
Profit %:			9.00%				
[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	John Long	\$75.00	\$228.26	\$228.26	
		Senior Engineer	Vic Maslanka	\$60.00	\$182.61	\$182.61	
		Senior Modeler	John Gibb	\$53.55	\$162.98	\$162.98	
		Senior Engineer	Dave Tokarski	\$43.59	\$132.67	\$132.67	
		Transportation Engineer	Cameron Shew	\$30.80	\$93.74	\$93.74	
		Transportation Engineer	Sean Carney	\$29.33	\$89.27	\$89.27	
		Graphics Support	Danella Witt	\$28.85	\$87.80	\$87.80	
Total Other Direct Costs (ODC)	[Estimated Total ODC Amount Shall Be Contract Totals	Description	Rate	Units	Total		
		Travel Costs	At Cost		\$90.00		
		Traffic Counts	At Cost		\$5,100.00		
					\$0.00		
				Estimated Total ODC Amount:	\$5,190.00		

- 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.
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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.
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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) David M. Tokarski

11/21/14











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

CONTRACTOR Name: Mark Thomas & Company Date: 8/7/2014

Project Name: Broadway Complete Streets Plan

Project #: S15141700

Fringe Benefit %	+	*Overhead %	=	Combined %
38.90%		146.46%		185.36%
Profit %:		9.00%		
[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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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) Matt Brogan

11/18/14



CITY OF SACRAMENTO 10-H FORM

Approved with Supplement # (type Original if it is the Original): Original  
 CONTRACTOR Name: WalkSacramento Date: 8/7/2014  
 Project Name: Broadway Complete Streets Plan  
 Project #: S15141700

Fringe Benefit %	+ *Overhead %	=	Combined %
0.00%	0.00%		0.00%
Profit %:	0.00%		
[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		Executive Director	Teri Duarte	\$100.00	\$100.00	\$100.00
		Project Coordinator	Terry Preston	\$100.00	\$100.00	\$100.00
		Project Staff	Chris Holm	\$90.00	\$90.00	\$90.00
		Project Staff	Mihaela Tomuta	\$90.00	\$90.00	\$90.00
		Project Staff	Emily Alice Gerhart	\$90.00	\$90.00	\$90.00
		Project Staff	Kirin Kumar	\$80.00	\$80.00	\$80.00

Total Other Direct Costs (ODC)	Description	Rate	Units	Total
[Estimated Total ODC Amount Shall Be Contract Totals (cumulative)]	Transportation (Parking, mileage)			\$100.00
				Estimated Total ODC Amount:

- 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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- 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.
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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.

*Teri Duarte*  
 CONTRACTOR/SUBCONTRACTOR Project Manager's Signature  
 (type/print name here) Teri Duarte

11/17/14





Approved with Supplement # (type Original if it is the Original): Original  
 CONTRACTOR Name: Wallace Roberts & Todd, LLC Date: 8/7/2014  
 Project Name: Broadway Complete Streets Plan  
 Project #: S15141700

Fringe Benefit %		+	*Overhead %	=	Combined %	
48.54%			134.00%		182.54%	
Profit %:			9.00%			
[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

*John R. Gibbs*

CONTRACTOR/SUBCONTRACTOR Project Manager's Signature  
 (type/print name here) *John R. Gibbs*

*NOV 21 2014*

## MARK THOMAS & CO COST PROPOSAL

	Mark Thomas & Company																		
	Zach					Spencer		Spencer		Hours									
	Matt Brogan	Siviglia	Jake Weir	Ruel Opada	Leslie Fung	Lee	Ord	Subtotal	Labor Costs	OH + Fringe	Profit	Total Cost							
	Engineering Manager IV	Engineer IX	Engineer IV	Engineer Technician III	Engineer I	Engineer Technician Assistant	Engineer Technician Assistant												
	\$	97.85	\$	59.00	\$	41.00	\$	34.47	\$	31.00	\$	15.00	\$	15.00				185.36%	9.00%
Task 1 - Project management																			
1.1 Kickoff meeting and site visit		4		4					8	\$ 555.40	\$ 1,029.49	\$ 142.64	\$ 1,728						
1.2 Bi-weekly team meetings				6					6	\$ 246.00	\$ 455.99	\$ 63.18	\$ 765						
1.3 Ongoing project management									0	\$ -	\$ -	\$ -	\$ -						
<b>Task 1 Subtotal</b>		4	0	10	0	0	0	0	14	801.40	1,485.48	205.82	\$ 2,493						
Task 2 - Review Existing Conditions and Ongoing Studies																			
2.1 Review and summarize key findings									0	\$ -	\$ -	\$ -	\$ -						
<b>Task 2 Subtotal</b>		0	0	0	0	0	0	0	0	-	-	-	\$ -						
Task 3 - Review Existing Conditions																			
3.1 Compile and produce infrastructure base map				8		20			28	\$ 948.00	\$ 1,757.21	\$ 243.47	\$ 2,949						
3.2 Identify existing substandard infrastructure						28			54	\$ 1,970.00	\$ 3,651.59	\$ 505.94	\$ 6,128						
3.3 Compile travel data for all modes			2	24					0	\$ -	\$ -	\$ -	\$ -						
3.4 Collect additional travel data									0	\$ -	\$ -	\$ -	\$ -						
3.5 Summarize transit operations									0	\$ -	\$ -	\$ -	\$ -						
3.6 Calculate MMLOS									0	\$ -	\$ -	\$ -	\$ -						
<b>Task 3 Subtotal</b>		0	2	32	0	48	0	0	82	2,918.00	5,408.80	749.41	\$ 9,076						
Task 4 - Develop project recommendations																			
4.1 Purpose and need statement									0	\$ -	\$ -	\$ -	\$ -						
4.2 Multidisciplinary evaluation framework & criteria									0	\$ -	\$ -	\$ -	\$ -						
4.3 Develop conceptual designs									0	\$ -	\$ -	\$ -	\$ -						
4.4 Evaluate and prioritize improvements		2	8	30	30	100			170	\$ 6,031.80	\$ 11,180.54	\$ 1,549.11	\$ 18,761						
4.5 Evaluate existing and future travel demand/performance									0	\$ -	\$ -	\$ -	\$ -						
4.6 Devise mitigations and supplementary improvements									0	\$ -	\$ -	\$ -	\$ -						
<b>Task 4 Subtotal</b>		2	8	30	30	100	0	0	170	6,031.80	11,180.54	1,549.11	\$ 18,761						
Task 5 - Stakeholder participation & public engagement																			
5.1 Advisory committees									0	\$ -	\$ -	\$ -	\$ -						
5.2 Boards, commission & councils		4	2	8					14	\$ 837.40	\$ 1,552.20	\$ 215.06	\$ 2,605						
5.3 Community meetings & workshops		4	4	12		12			32	\$ 1,491.40	\$ 2,764.46	\$ 383.03	\$ 4,639						
5.4 Outreach materials & notices									0	\$ -	\$ -	\$ -	\$ -						
5.5 Develop & maintain project website									0	\$ -	\$ -	\$ -	\$ -						
<b>Task 5 Subtotal</b>		8	6	20	0	12	0	0	46	2,328.80	4,316.66	598.09	\$ 7,244						
Task 6 Financial Analysis																			
6.1 Cost estimates			2	16	30	30			78	\$ 2,738.10	\$ 5,075.34	\$ 703.21	\$ 8,517						
6.2 Funding plan & partner strategy		1	2						3	\$ 215.85	\$ 400.10	\$ 55.44	\$ 671						
6.3 Implementation plan		2							2	\$ 195.70	\$ 362.75	\$ 50.26	\$ 609						
<b>Task 6 Subtotal</b>		3	4	16	30	30	0	0	83	\$ 3,149.65	\$ 5,838.19	\$ 808.91	\$ 9,797						
Task 7 - Final report																			
7.1 Draft final report			4	10		16			30	\$ 1,142.00	\$ 2,116.81	\$ 293.29	\$ 3,552						
7.2 Final report						4			4	\$ 124.00	\$ 229.85	\$ 31.85	\$ 386						
7.3 Photosimulations									0	\$ -	\$ -	\$ -	\$ -						
<b>Task 7 Subtotal</b>		0	4	10	0	20	0	0	34	\$ 1,266.00	\$ 2,346.66	\$ 325.14	\$ 3,938						
<b>Total</b>		17	24	118	60	210	0	0	429	\$ 16,495.65	\$ 30,576.34	\$ 4,236.48	\$ 51,308						
Other Direct Costs																			\$ 500
<b>Grand Total</b>																			\$ 51,808

## WRT COST PROPOSAL

	WRT									
					Hours					
	Jim Stickley	John Gibbs	Yeon Tae Kim	John Francis	Subtotal	Labor Costs	OH + Fringe	Profit	Total Cost	
	Principal I	Senior Associate	Professional Level 2	Professional Level 2						
	\$ 78.54	\$ 51.92	\$ 33.65	\$ 32.21			182.54%	9.00%		
Task 1 - Project management										
1.1 Kickoff meeting and site visit		4	4		8 \$	342.28 \$	624.80 \$	87.04 \$	1,054 \$	
1.2 Bi-weekly team meetings		6	6		12 \$	513.42 \$	937.20 \$	130.56 \$	1,581 \$	
1.3 Ongoing project management					0 \$	-	-	-	-	
<b>Task 1 Subtotal</b>	0	10	10	0	20	855.70	1,561.99	217.59	2,635 \$	
Task2 - Review Existing Conditions and Ongoing Studies										
2.1 Review and summarize key findings		4	8		12 \$	476.88 \$	870.50 \$	121.26 \$	1,469 \$	
<b>Task 2 Subtotal</b>	0	4	8	0	12	476.88	870.50	121.26	1,469 \$	
Task 3 - Review Existing Conditions										
3.1 Compile and produce infrastructure base map			4	8	12 \$	392.28 \$	716.07 \$	99.75 \$	1,208 \$	
3.2 Identify existing substandard infrastructure		2	4	8	14 \$	496.12 \$	905.62 \$	126.16 \$	1,528 \$	
3.3 Compile travel data for all modes					0 \$	-	-	-	-	
3.4 Collect additional travel data					0 \$	-	-	-	-	
3.5 Summarize transit operations					0 \$	-	-	-	-	
3.6 Calculate MMLOS					0 \$	-	-	-	-	
<b>Task 3 Subtotal</b>	0	2	8	16	26	888.40	1,621.69	225.91	2,736 \$	
Task 4 - Develop project reccomendations										
4.1 Purpose and need statement	2	4	8		14 \$	633.96 \$	1,157.23 \$	161.21 \$	1,952 \$	
4.2 Multidisciplinary evaluation framework & criteria					0 \$	-	-	-	-	
4.3 Develop conceptual designs	2	22	60	100	184 \$	6,539.32 \$	11,936.87 \$	1,662.86 \$	20,139 \$	
4.4 Evaluate and prioritize improvements					0 \$	-	-	-	-	
4.5 Evaluate existing and future travel demand/performance					0 \$	-	-	-	-	
4.6 Devise mitigations and supplementary improvements	1	12	16	32	61 \$	2,270.70 \$	4,144.94 \$	577.41 \$	6,993 \$	
<b>Task 4 Subtotal</b>	5	38	84	132	259	9,443.98	17,239.04	2,401.47	29,084 \$	
Task 5 - Stakeholder participation & public engagement										
5.1 Advisory committees		4			4 \$	207.68 \$	379.10 \$	52.81 \$	640 \$	
5.2 Boards, commission & councils		8		4	12 \$	544.20 \$	993.38 \$	138.38 \$	1,676 \$	
5.3 Community meetings & workshops		20	16	24	60 \$	2,349.84 \$	4,289.40 \$	597.53 \$	7,237 \$	
5.4 Outreach materials & notices					0 \$	-	-	-	-	

## LGC COST PROPOSAL

	LGC							
	Paul		Hours		Labor Costs	OH + Fringe	Profit	Total Cost
	Zykofsky	Josh Meyer	Subtotal	Subtotal				
	Associate Director	Program Director						
\$ 60.39	\$ 45.90				107.00%	0.00%		
Task 1 - Project management								
1.1 Kickoff meeting and site visit	4		4	\$ 241.56	\$ 258.47	\$ -	\$ 500	
1.2 Bi-weekly team meetings	4	2	6	\$ 333.36	\$ 356.70	\$ -	\$ 690	
1.3 Ongoing project management			0	\$ -	\$ -	\$ -	\$ -	
<b>Task 1 Subtotal</b>	<b>8</b>	<b>2</b>	<b>10</b>	<b>574.92</b>	<b>615.16</b>	<b>-</b>	<b>\$ 1,190</b>	
Task2 - Review Existing Conditions and Ongoing Studies								
2.1 Review and summarize key findings			0	\$ -	\$ -	\$ -	\$ -	
<b>Task 2 Subtotal</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>\$ -</b>	
Task 3 - Review Existing Conditions								
3.1 Compile and produce infrastructure base map			0	\$ -	\$ -	\$ -	\$ -	
3.2 Identify existing substandard infrastructure			0	\$ -	\$ -	\$ -	\$ -	
3.3 Compile travel data for all modes			0	\$ -	\$ -	\$ -	\$ -	
3.4 Collect additional travel data			0	\$ -	\$ -	\$ -	\$ -	
3.5 Summarize transit operations			0	\$ -	\$ -	\$ -	\$ -	
3.6 Calculate MMLOS			0	\$ -	\$ -	\$ -	\$ -	
<b>Task 3 Subtotal</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>\$ -</b>	
Task 4 - Develop project recommendations								
4.1 Purpose and need statement			0	\$ -	\$ -	\$ -	\$ -	
4.2 Multidisciplinary evaluation framework & criteria			0	\$ -	\$ -	\$ -	\$ -	
4.3 Develop conceptual designs	8		8	\$ 483.12	\$ 516.94	\$ -	\$ 1,000	
4.4 Evaluate and prioritize improvements			0	\$ -	\$ -	\$ -	\$ -	
4.5 Evaluate existing and future travel demand/performance			0	\$ -	\$ -	\$ -	\$ -	
4.6 Devise mitigations and supplementary improvements			0	\$ -	\$ -	\$ -	\$ -	

## WALK SACRAMENTO COST PROPOSAL

	WalkSacramento									
	Terry				Hours		Labor Costs	OH + Fringe	Profit	Total Cost
	Teri Duarte	Preston	Chris Holm	Kirin Kumar	Subtotal	Project Staff				
	Executive Director	Project Coordinator	Project Staff	Project Staff						
	\$ 100.00	\$ 100.00	\$ 90.00	\$ 80.00				0.00%	0.00%	
Task 1 - Project management										
1.1 Kickoff meeting and site visit	6	6		6	18	\$ 1,680.00	\$ -	\$ -	\$ -	\$ 1,680
1.2 Bi-weekly team meetings					0	\$ -	\$ -	\$ -	\$ -	\$ -
1.3 Ongoing project management					0	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Task 1 Subtotal</b>	<b>6</b>	<b>6</b>	<b>0</b>	<b>6</b>	<b>18</b>	<b>1,680.00</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>\$ 1,680</b>
Task2 - Review Existing Conditions and Ongoing Studies										
2.1 Review and summarize key findings					0	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Task 2 Subtotal</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>\$ -</b>
Task 3 - Review Existing Conditions										
3.1 Compile and produce infrastructure base map					0	\$ -	\$ -	\$ -	\$ -	\$ -
3.2 Identify existing substandard infrastructure					0	\$ -	\$ -	\$ -	\$ -	\$ -
3.3 Compile travel data for all modes					0	\$ -	\$ -	\$ -	\$ -	\$ -
3.4 Collect additional travel data					0	\$ -	\$ -	\$ -	\$ -	\$ -
3.5 Summarize transit operations					0	\$ -	\$ -	\$ -	\$ -	\$ -
3.6 Calculate MMLOS					0	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Task 3 Subtotal</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>\$ -</b>
Task 4 - Develop project recommendations										
4.1 Purpose and need statement					0	\$ -	\$ -	\$ -	\$ -	\$ -
4.2 Multidisciplinary evaluation framework & criteria					0	\$ -	\$ -	\$ -	\$ -	\$ -
4.3 Develop conceptual designs					0	\$ -	\$ -	\$ -	\$ -	\$ -
4.4 Evaluate and prioritize improvements					0	\$ -	\$ -	\$ -	\$ -	\$ -
4.5 Evaluate existing and future travel demand/performance					0	\$ -	\$ -	\$ -	\$ -	\$ -
4.6 Devise mitigations and supplementary improvements					0	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Task 4 Subtotal</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>\$ -</b>
Task 5 - Stakeholder participation & public engagement										
5.1 Advisory committees	4	4			8	\$ 800.00	\$ -	\$ -	\$ -	\$ 800
5.2 Boards, commission & councils	4	4			8	\$ 800.00	\$ -	\$ -	\$ -	\$ 800
5.3 Community meetings & workshops	8	6		8	22	\$ 2,040.00	\$ -	\$ -	\$ -	\$ 2,040

## AIM COST PROPOSAL

	AIM									
	Gladys Cornell	Melinda Lang	Ciara Zanze	Ashley Ballinger	Hours Subtotal	Labor Costs	OH + Fringe	Profit	Total Cost	
	Outreach Manager	Graphics Designer	Project Coordinator	Project Administrator						
	\$ 48.08	\$ 35.00	\$ 19.23	\$ 15.00			223.00%	9.00%		
Task 1 - Project management										
1.1 Kickoff meeting and site visit			4		12	\$ 461.56	\$ 1,029.28	\$ 134.18	\$ 1,625	
1.2 Bi-weekly team meetings	16		12		28	\$ 1,000.04	\$ 2,230.09	\$ 290.71	\$ 3,521	
1.3 Ongoing project management					20	\$ 300.00	\$ 669.00	\$ 87.21	\$ 1,056	
<b>Task 1 Subtotal</b>	<b>24</b>	<b>0</b>	<b>16</b>	<b>20</b>	<b>60</b>	<b>1,761.60</b>	<b>3,928.37</b>	<b>512.10</b>	<b>\$ 6,202</b>	
Task 2 - Review Existing Conditions and Ongoing Studies										
2.1 Review and summarize key findings	4				4	\$ 192.32	\$ 428.87	\$ 55.91	\$ 677	
<b>Task 2 Subtotal</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>4</b>	<b>192.32</b>	<b>428.87</b>	<b>55.91</b>	<b>\$ 677</b>	
Task 3 - Review Existing Conditions										
3.1 Compile and produce infrastructure base map					0	\$ -	\$ -	\$ -	\$ -	
3.2 Identify existing substandard infrastructure					0	\$ -	\$ -	\$ -	\$ -	
3.3 Compile travel data for all modes					0	\$ -	\$ -	\$ -	\$ -	
3.4 Collect additional travel data					0	\$ -	\$ -	\$ -	\$ -	
3.5 Summarize transit operations					0	\$ -	\$ -	\$ -	\$ -	
3.6 Calculate MMLOS					0	\$ -	\$ -	\$ -	\$ -	
<b>Task 3 Subtotal</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>\$ -</b>	
Task 4 - Develop project reccommendations										
4.1 Purpose and need statement	2				2	\$ 96.16	\$ 214.44	\$ 27.95	\$ 339	
4.2 Multidisciplinary evaluation framework & criteria	2				2	\$ 96.16	\$ 214.44	\$ 27.95	\$ 339	
4.3 Develop conceptual designs					0	\$ -	\$ -	\$ -	\$ -	
4.4 Evaluate and prioritize improvements					0	\$ -	\$ -	\$ -	\$ -	
4.5 Evaluate existing and future travel demand/performance					0	\$ -	\$ -	\$ -	\$ -	
4.6 Devise mitigations and supplementary improvements					0	\$ -	\$ -	\$ -	\$ -	
<b>Task 4 Subtotal</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>4</b>	<b>192.32</b>	<b>428.87</b>	<b>55.91</b>	<b>\$ 677</b>	
Task 5 - Stakeholder participation & public engagement										
5.1 Advisory committees	10		12		22	\$ 711.56	\$ 1,586.78	\$ 206.85	\$ 2,505	
5.2 Boards, commission & councils	8		12	24	44	\$ 975.40	\$ 2,175.14	\$ 283.55	\$ 3,434	
5.3 Community meetings & workshops	10		24	30	64	\$ 1,392.32	\$ 3,104.87	\$ 404.75	\$ 4,902	
5.4 Outreach materials & notices	8	8	4		20	\$ 741.56	\$ 1,653.68	\$ 215.57	\$ 2,611	
5.5 Develop & maintain project website	12	12	24	4	52	\$ 1,518.48	\$ 3,386.21	\$ 441.42	\$ 5,346	

## DKS COST PROPOSAL

	DKS										
					Hours						
	John Long	Vic Maslanka	John Gibb	Dave Tokarski	Subtotal	Labor Costs	OH + Fringe	Profit	Total Cost		
	Principal	Senior Engineer	Senior Modeler	Senior Engineer							
	\$ 75.00	\$ 60.00	\$ 53.55	\$ 43.59			179.22%	9.00%			
Task 1 - Project management											
1.1 Kickoff meeting and site visit	3	3	4	4	14	\$ 793.56	\$ 1,422.22	\$ 199.42	\$ 2,415		
1.2 Bi-weekly team meetings					0	\$ -	\$ -	\$ -	\$ -		
1.3 Ongoing project management					0	\$ -	\$ -	\$ -	\$ -		
<b>Task 1 Subtotal</b>	<b>3</b>	<b>3</b>	<b>4</b>	<b>4</b>	<b>14</b>	<b>793.56</b>	<b>1,422.22</b>	<b>199.42</b>	<b>\$ 2,415</b>		
Task 2 - Review Existing Conditions and Ongoing Studies											
2.1 Review and summarize key findings		2			2	\$ 120.00	\$ 215.06	\$ 30.16	\$ 365		
<b>Task 2 Subtotal</b>	<b>0</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>2</b>	<b>120.00</b>	<b>215.06</b>	<b>30.16</b>	<b>\$ 365</b>		
Task 3 - Review Existing Conditions											
3.1 Compile and produce infrastructure base map					0	\$ -	\$ -	\$ -	\$ -		
3.2 Identify existing substandard infrastructure					0	\$ -	\$ -	\$ -	\$ -		
3.3 Compile travel data for all modes		2	6	6	14	\$ 702.84	\$ 1,259.63	\$ 176.62	\$ 2,139		
3.4 Collect additional travel data					0	\$ -	\$ -	\$ -	\$ -		
3.5 Summarize transit operations					0	\$ -	\$ -	\$ -	\$ -		
3.6 Calculate MMLOS					0	\$ -	\$ -	\$ -	\$ -		
<b>Task 3 Subtotal</b>	<b>0</b>	<b>2</b>	<b>6</b>	<b>6</b>	<b>14</b>	<b>702.84</b>	<b>1,259.63</b>	<b>176.62</b>	<b>\$ 2,139</b>		
Task 4 - Develop project reccommendations											
4.1 Purpose and need statement					0	\$ -	\$ -	\$ -	\$ -		
4.2 Multidisciplinary evaluation framework & criteria		2			2	\$ 120.00	\$ 215.06	\$ 30.16	\$ 365		
4.3 Develop conceptual designs					0	\$ -	\$ -	\$ -	\$ -		
4.4 Evaluate and prioritize improvements					0	\$ -	\$ -	\$ -	\$ -		
4.5 Evaluate existing and future travel demand/performance	4	16	14	14	48	\$ 2,619.96	\$ 4,695.49	\$ 658.39	\$ 7,974		
4.6 Devise mitigations and supplementary improvements			2	2	4	\$ 194.28	\$ 348.19	\$ 48.82	\$ 591		
<b>Task 4 Subtotal</b>	<b>4</b>	<b>18</b>	<b>16</b>	<b>16</b>	<b>54</b>	<b>2,934.24</b>	<b>5,258.74</b>	<b>737.37</b>	<b>\$ 8,930</b>		
Task 5 - Stakeholder participation & public engagement											
5.1 Advisory committees		2	2		4	\$ 227.10	\$ 407.01	\$ 57.07	\$ 691		
5.2 Boards, commission & councils					0	\$ -	\$ -	\$ -	\$ -		
5.3 Community meetings & workshops					0	\$ -	\$ -	\$ -	\$ -		

## 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.

**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*]:

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 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 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, 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, Procurement Services containing the details of the alleged violation. The address is:

City of Sacramento  
Procurement Services Division  
915 I Street, Second Floor  
Sacramento, CA 95814

- 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, Procurement Services, containing the details of the alleged violation. The address is:  
  
City of Sacramento  
Procurement Services Division  
915 I Street, Second Floor  
Sacramento, CA 95814
- 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, Procurement Services, at the same address, containing the details of the alleged violation.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
**11/20/2014**

**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).**

<b>PRODUCER</b> <b>BayPoint Benefits</b> 1700 Montgomery Street Suite 240 San Francisco CA 94111	<b>CONTACT NAME:</b> Joel Starke <b>PHONE (A/C No, Ext):</b> (415) 520-1080 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> joel.starke@baypointbenefits.com														
<b>INSURED</b> <b>Nelson/Nygaard Consulting Associates, Inc</b> 116 NEW MONTGOMERY ST STE 500 SAN FRANCISCO CA 94105	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: <b>Sentinel Insurance Company LTD</b></td> <td style="text-align: center;"><b>11000</b></td> </tr> <tr> <td>INSURER B: <b>Sentinel Insurance Company LTD</b></td> <td style="text-align: center;"><b>11000</b></td> </tr> <tr> <td>INSURER C: <b>Continental Casualty Company</b></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: <b>Sentinel Insurance Company LTD</b>	<b>11000</b>	INSURER B: <b>Sentinel Insurance Company LTD</b>	<b>11000</b>	INSURER C: <b>Continental Casualty Company</b>		INSURER D:		INSURER E:		INSURER F:	
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INSURER D:															
INSURER E:															
INSURER F:															

**COVERAGES**      **CERTIFICATE NUMBER:** CL14112001429      **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
<b>A</b>	<b>GENERAL LIABILITY</b>			57SBABF4304	9/1/2014	9/1/2015	EACH OCCURRENCE \$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 2,000,000
							GENERAL AGGREGATE \$ 4,000,000
							PRODUCTS - COMP/OP AGG \$ Excluded
GEN'L AGGREGATE LIMIT APPLIES PER:							
<input checked="" type="checkbox"/> POLICY	<input type="checkbox"/> PRO-JECT	<input type="checkbox"/> LOC					\$
<b>A</b>	<b>AUTOMOBILE LIABILITY</b>			57SBABF4304	9/1/2014	9/1/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							\$
<b>A</b>	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR		57SBABF4304	9/1/2014	9/1/2015	EACH OCCURRENCE \$ 3,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 3,000,000
	DED	RETENTION \$ 10,000					\$
<b>B</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>			57 WEC PF8365	9/1/2014	9/1/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
<b>C</b>	<b>Professional Liability</b>			MCH591867601	12/1/2014	12/1/2015	Per Claim 5,000,000
							Annual Aggregate 5,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**  
 Ref Project: Broadway Complete Streets Plan Sacramento PN: S15141700 NN Project Number 2014.0618. Those usual to the Insured's Operations. The City of Sacramento, its officials, employees and volunteers are listed as additional insureds with respect to the Consultant's services per the Business Liability Coverage Form SS0008 attached to this policy. Coverage is primary & non-contributory per the Business Liability Coverage Form SS0008 attached to this policy.

<b>CERTIFICATE HOLDER</b>  City of Sacramento Attn: Fedolia Harris 915 I St Sacramento, CA 95814	<b>CANCELLATION</b>  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  Joel Starke/JOELS
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**POLICY NUMBER: 57 SBA BF4304**



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

ADDITIONAL INSURED DESIGNATED PERSON OR ORGANIZATION

CITY OF PASADENA DOT, ITS DIRECTORS, COMMISSIONERS, OFFICERS,  
EMPLOYEES, AGENTS, AND VOLUNTEERS  
221 E WALNUT AVE STE 210  
PASADENA, CA 91101  
WALLACE ROBERTS AND TODD, THE AGENCY, ITS OFFICIALS, EMPLOYEES,  
AGENTS OR VOLUNTEERS  
1328 MISSION STREET FOURTH FLOOR  
SAN FRANCISCO, CALIFORNIA 94103

KERN COUNCIL OF GOVERNMENT OFFICERS, EMPLOYEES, AGENTS AND  
GOVERNING BODY AND EACH MEMBER THEREOF  
1401 19TH ST STE 300  
BAKERSFIELD, CA 93301

THE CITY OF SAN CLEMENTE  
910 CALLE NEGOCIO, STE 100  
SAN CLEMENTE, CA 92673

BOOZ ALLEN HAMILTON  
ITS OFFICERS AND EMPLOYEES  
13200 WOODLAND PARK RD  
HERNDON, CA 20171

CITY OF SACRAMENTO DEPT OF HUMAN RESOURCES RISK MGMT DIV  
915 I STREET 4TH FL  
SACRAMENTO, CA 95814



## 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>NelsonNygaard Consulting Associates, 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 type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____  <input type="checkbox"/> Other (see instructions) ▶ _____	Exemptions (see instructions):  Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____	
	Address (number, street, and apt. or suite no.) <b>116 New Montgomery Street, Suite 500</b>	Requester's name and address (optional)	
	City, state, and ZIP code <b>San Francisco, CA 94105</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.

Social security number								

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

Employer identification number								
5	8	-	2	5	9	2	4	9

### Part II Certification

Under penalties of perjury, I certify that:

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

**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 3.

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

Date ▶ 11/25/14

### General Instructions

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

**Future developments.** The IRS has created a page on [www.irs.gov/w9](http://www.irs.gov/w9) for information about Form W-9, at [www.irs.gov/w9](http://www.irs.gov/w9). Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

#### 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, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

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

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

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

**Note.** If you are a U.S. person and 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 under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 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 section 1446 withholding on your share of partnership income.



# 2014 Withholding Exemption Certificate

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The payee completes this form and submits it to the withholding agent.

**Withholding Agent** (Type or print)

Name

CITY OF SACRAMENTO

**Payee**

Name

Nelson\Nygaard Consulting Associates, Inc.

SSN or ITIN  FEIN  CA Corp no.  CA SOS file no  
5 8 - 2 5 9 2 4 9 3

Address (apt./ste., room, PO Box, or PMB no.)

116 New Montgomery Street, Suite 500

City (If you have a foreign address, see instructions.)

San Francisco

State  
CA

ZIP Code

9 4 1 0 5

**Exemption Reason**

Check only one reason box below that applies to the payee.

By checking the appropriate box below, the Payee certifies the reason for the exemption from the California income tax withholding requirements on payment(s) made to the entity or individual.

**Individuals — Certification of Residency:**

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

**Corporations:**

The corporation has a permanent place of business in California at the address shown above or is qualified through the California Secretary of State (SOS) to do business in California. The corporation will file a California tax return. If this corporation ceases to have a permanent place of business in California or ceases to do any of the above, I will promptly notify the withholding agent. See instructions for General Information D, Definitions.

**Partnerships or limited liability companies (LLCs):**

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

**Tax-Exempt Entities:**

The entity is exempt from tax under California Revenue and Taxation Code (R&TC) Section 23701 \_\_\_\_\_ (insert letter) or Internal Revenue Code Section 501(c) \_\_\_\_\_ (insert number). If this entity ceases to be exempt from tax, I will promptly notify the withholding agent. Individuals cannot be tax-exempt entities.

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

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

**California Trusts:**

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

**Estates — Certification of Residency of Deceased Person:**

I am the executor of the above-named person's estate or trust. The decedent was a California resident at the time of death. The estate will file a California fiduciary tax return.

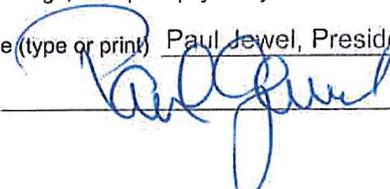
**Nonmilitary Spouse of a Military Servicemember:**

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

**CERTIFICATE OF PAYEE:** Payee must complete and sign below.

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

Payee's name and title (type or print) Paul Jewel, President & C.O.O. Telephone (4 15) 284-1544

Payee's signature  Date 11/25/14

