

Meeting Date: 9/13/2016

Report Type: Consent

Report ID: 2016-00899

Title: Agreement: Two Rivers Trail (Phase II) Project (K15125000)

Location: District 3

Recommendation: Pass a Resolution: 1) authorizing the City Manager to execute a Professional Services Agreement in the not to exceed amount of \$491,489 with GEI; and 2) transferring \$200,000 from the State and Federal Grant Match Project (T15007200) to the Two Rivers Trail (Phase II) Project (K15125000).

Contact: Judy Matsui-Drury, Senior Engineer, (916) 808-7610; Nicholas Theocharides, Engineering Services Manager (916) 808-5065, Department of Public Works

Presenter: None

Department: Public Works Department

Division: Engineering Services Admin

Dept ID: 15001111

Attachments:

- 1-Description/Analysis
- 2-Background
- 3-Resolution
- 4-Exhibit A - Signed Agreement

City Attorney Review

Approved as to Form
Gerald Hicks
8/29/2016 2:17:56 PM

Approvals/Acknowledgements

Department Director or Designee: Jerry Way - 8/25/2016 2:54:38 PM

Description/Analysis

Issue: The Two Rivers Trail (Phase II) Project (K15125000) is located on the south side of the American River within the City of Sacramento. The trail alignment consists of two segments: (1) the westerly segment is from the Sacramento Northern Bike Trail River Crossing near State Route (SR)160 to Sutter's Landing Park; and (2) the easterly segment is east of Sutter's Landing Park to H Street.

In order to advance the overall vision for the Two Rivers Trail (consistent with the American River Parkway Plan and the City of Sacramento Bikeway Master Plan), it is proposed to complete this segment of bike trail as it will serve as an important connection between the constructed segment of the Two Rivers Bike Trail Phase I (from Tiscornia Park to SR-160) and the existing bike trail near the H Street Bridge. Completion of this intermediate segment of the Two Rivers Trail will result in a continuous southern trail alignment that links the downtown area of Sacramento to the residential neighborhoods near the eastern boundary of the City.

City Council approval is needed for the award of the consultant contract and for the transfer of funds to proceed with the project.

Policy Considerations: The project is consistent with the City General Plan goals and key policies of promoting safety and enhancing livability, sustainability, and economic vitality. The project promotes the development of a connected network (General Plan ERC 2.1.2), connections to other trails (General Plan ERC 2.4.3), providing multi-modal choices (General Plan M 1.2.1), and providing a continuous bikeway network (General Plan M 5.1.3). The project is consistent with the Mobility Element to create a well-connected transportation network through integration of recreation and community facilities with other public spaces and rights-of-way that are easily accessible by alternative modes of transportation. The project would provide a new connection to local, regional, and state trails.

Economic Impact: None

Environmental Considerations:

California Environmental Quality Act (CEQA): Under CEQA general rule 15061-B-3, CEQA applies only to projects which have the potential for causing a significant effect on the environment. These actions will have no effect on the environment and are therefore not subject to CEQA review. Appropriate CEQA review for the project will take place as part of project development.

Sustainability Considerations: The project is consistent with the City's Sustainability Master Plan goals to help improve the health of residents by promoting walking and bicycling, and to create a healthier urban environment by constructing bike paths. The project will also reduce dependence on the private automobile, decrease the use of fossil fuels, and help meet air quality standards by providing an array of transportation choices near jobs for a balanced, healthy city.

Others: None.

Commission/Committee Action: None.

Rationale for Recommendation: The Two Rivers Trail (Phase II) Project (K15125000) completes the connection of a Class I trail along the south side of the American River from SR-160 to H Street. Federal funds have been authorized for the preliminary engineering phase of the project.

On March 4, 2016, the Department of Public Works advertised a request for proposals for the competitive selection of a consultant firm to perform the preliminary engineering and environmental documentation for the project. Five firms responded:

- Drake Haglan and Associates
- Dudek
- GEI Consultants Inc.
- Kimley-Horn and Associates, Inc.
- Wood Rodgers, Inc.

A panel of City staff from the Department of Public Works, Engineering Services, reviewed and evaluated the consultant teams' written proposals based upon experience, qualifications, project understanding, and work plan among other factors. All of the proposals were deemed qualified responders to the proposal solicitation process. GEI Consultants was selected as the top ranked firm. It is anticipated that the preliminary engineering and environmental documentation will be completed in approximately one and a half years. City Council approval is needed for the award of the consultant contract and for the transfer of funds to proceed with the project.

Financial Considerations: The preparation of the preliminary engineering and environmental documentation of the Two Rivers Trail (Phase II) Project (K15125000) is estimated to cost \$950,150

As of August 15, 2016, the Two Rivers Trail (Phase II) Project (K15125000) has a total budget of \$750,150. To date, \$264,399 has been expended and staff anticipates an additional \$685,751 is needed to complete the preliminary engineering and environmental documentation.

Approval of the transfer of \$200,000 (Fund 2001) from the State and Federal Grant Match Program (T15007200) will bring the total preliminary engineering and environmental documentation (PA/ED) budget to \$950,150 and the unobligated balance to \$685,751, which is sufficient to complete the environmental documentation and preliminary engineering for the project and execute the Professional Services Agreement with GEI for a not to exceed amount of \$491,489.

As of August 15, 2016, the State and Federal Grant Match (T15007200) has a total budget and an unobligated balance of \$8,480,228, which is sufficient to complete the transfer of \$200,000 (Fund 2001) to the Two Rivers Trail (Phase II) Project (K15125000).

There are no General Funds planned or allocated for this project.

Local Business Enterprise (LBE): This is a federally-funded project. Disadvantaged Business Enterprise (DBE) project participation requirements apply. The LBE policy is held in abeyance. The contract award will comply with all federal DBE participation requirements. GEI has pledged to meet 10.2% DBE project participation for this project, which meets the 10% DBE goal that was set.

Background:

The City had performed some environmental technical studies under an early plan of a top of levee cross-section along the entire trail alignment for this project. In coordination with the American River Flood Control District (ARFCD) and Sacramento Area Flood Control Agency (SAFCA), it was more recently determined that a lower waterside bench alignment along the easterly trail segment would need to be evaluated and developed as part of this project in order to maintain top of levee access for ARFCD maintenance. Consideration must be given to potential impacts to the natural environment to accommodate a trail on the lower bench. The project team will continue to work with ARFCD and SAFCA throughout the project development process. The trail alignment configuration must be approved by SAFCA and ARFCD and a permit will be required by the Central Valley Flood Protection Board.

In 2009, the City received \$500,000 in federal funding from SACOG's Bicycle/Pedestrian Funding Program for the preliminary engineering and environmental documentation. In 2011, SACOG programmed an additional \$1,726,900 in federal Bicycle/Pedestrian Program funds to build only the eastern segment of the trail which connects American River Parkway at H Street to the trail head at Sutter's Landing Park. The westerly segment from SR-160 to Sutter's Landing Park remains unfunded for construction.

On June 10, 2016, the ARFCD Board approved the concept of the Two Rivers Trail as long as the features comply with ARFCD's Recreational Trails Policy which stipulates that trails should be located off the levee crown. The request to offset the alignment is due to ARFCD's concern for high pedestrian and bicycle use of the trail prohibiting or interfering with heavy maintenance trucks and equipment accessibility and operations. ARFCD's proposal to lower the trail alignment away from the top of levee to the lower waterside bench would separate the trail users from levee maintenance operations. A waterside lower bench alignment along the easterly segment has become a desirable alternative which comes with additional costs for more detailed environmental analysis, mitigation and construction.

RESOLUTION NO. 2016-

Adopted by the Sacramento City Council

APPROVAL OF AGREEMENT AND TRANSFER OF FUNDS TO THE TWO RIVERS TRAIL (PHASE II) PROJECT (K15125000)

BACKGROUND

- A. The Two Rivers Trail (Phase II) Project (K15125000) will complete a segment of a Class I trail that will serve as an important connection between the Two Rivers Bike Trail Phase I (Tiscornia Park to State Route (SR)160) and the existing bike trail south of the H Street Bridge. Completion of this trail segment will result in a continuous southern trail alignment that links the downtown area of Sacramento to the residential neighborhoods near the eastern boundary of the City.
- B. In 2009, the City received \$500,000 in federal funds from SACOG's Bicycle/Pedestrian Funding Program for the preliminary engineering and environmental documentation phase of the Two Rivers Trail Project.
- C. In 2011, SACOG programmed an additional \$1,726,900 in federal funds from the Bicycle/Pedestrian Funding Program to build only the eastern segment of the trail which connects American River Parkway at H Street to the trail head at Sutter's Landing Park. The western alignment from SR-160 to Sutter's Landing Park remains unfunded.
- D. Early planning efforts for the trail alignment assumed a top of levee location along the river. In response to levee maintenance agency concerns, a waterside lower bench alignment along the easterly segment has become a desirable alternative which comes with additional costs for evaluation, mitigation, and construction.
- E. On June 10, 2016, the American River Flood Control District (ARFCD) Board approved the concept of the Two Rivers Trail contingent upon the features complying with ARFCD's Recreational Trails Policy which stipulates that trails should be located off the levee crown. The request to offset the alignment is due to ARFCD's concern for high pedestrian and bicycle use of the trail prohibiting or interfering with heavy maintenance trucks and equipment accessibility and operations. ARFCD's proposal to lower the trail alignment away from the top of levee to the lower waterside bench would separate the trail users from levee maintenance operations.

- F. City staff advertised a competitive proposal solicitation for consulting firms to perform preliminary engineering and environmental documentation. Five proposals were received and GEI was selected as the top ranked firm to provide the required services.

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

Section 1. Approve the agreement with GEI in the amount not to exceed \$491,489 and direct the City Manager to execute an agreement.

Section 2. The FY16/17 Capital Improvement Program is amended by transferring \$200,000 (Fund 2001) from the State and Federal Grant Match Program (T15007200) to the Two Rivers Trail (Phase II) Project (K15125000).

PROJECT #: K15125000
PROJECT NAME: Two Rivers Trail (Phase II)
DEPARTMENT: Public Works
DIVISION: Engineering Services

CITY OF SACRAMENTO

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

THIS AGREEMENT is made at Sacramento, California, as of 9.13.16, by and between the **CITY OF SACRAMENTO**, a municipal corporation ("CITY"), and

*GEI Consultants, Inc.
2868 Prospect Park Drive, Suite 400
Rancho Cordova, CA 95670
P: 916-631-4532/Email: dsutton@geiconsultants.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 the 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 the 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 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 CONTRACTOR to perform 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 those 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. **Additional Requirements for Surveying, Material Testing, and Inspection Services.** If this Agreement includes any land surveying, material testing, or inspection services provided for a City construction project, during the design, pre-construction, construction, or post-construction phases of the project, the Contractor and any subcontractor or subconsultant performing any such services shall comply with the provisions specified in Exhibit F.

7. **Authority.** The person signing this Agreement for CONTRACTOR 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.

8. **Exhibits.** All exhibits referred to herein are attached hereto and are by this reference incorporated as if set forth fully herein.

Executed as of the day and year first above stated.

CITY OF SACRAMENTO
 A Municipal Corporation

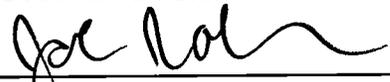
By: _____

Print name: Jerry way

Title: Director of Public Works

For: John F. Shirey, City Manager

APPROVED AS TO FORM:



 City Attorney

ATTEST:

 City Clerk

Attachments

- Exhibit A Scope of Service
- Exhibit B Fee Schedule/Manner of Payment
- Exhibit C Facilities/Equipment Provided
- Exhibit D General Provisions
- Exhibit E Non-Discrimination in Employee Benefits
- Exhibit F Additional Requirements for Surveying,
Material Testing, and Inspection Services

CONTRACTOR:

GEI Consultants, Inc.
NAME OF FIRM

04-2468348
Federal I.D. No.

393-04126
State I.D. No.

1019848
City of Sacramento Business Op. Tax Cert. No.

TYPE OF BUSINESS ENTITY (*check one*):

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



Signature of Authorized Person

Francine Dunn, Vice President
Print Name and Title

Additional Signature (*if required*)

Print Name and Title

**DECLARATION OF COMPLIANCE
Equal Benefits Ordinance**

Name of Contractor: GEI Consultants Inc.

Address: 2868 Prospect Park Drive, Suite 400 Rancho Cordova CA 95670

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

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

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

4. Contractor understands that Contractor will not be considered to be discriminating in the provision or application of employee benefits under the following conditions or circumstances:
 - a. If the actual cost of providing a benefit to a domestic partner or spouse exceeds the cost of providing the same benefit to a spouse or domestic partner of an employee, Contractor will not be required to provide the benefit, nor shall it be deemed discriminatory, if Contractor requires the employee to pay the monetary difference in order to provide the benefit to the domestic partner or to the spouse.
 - b. If Contractor is unable to provide a certain benefit, despite taking reasonable measures to do so, if Contractor provides the employee with a cash equivalent Contractor will not be deemed to be discriminating in the application of that benefit.

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

authorized representatives of the City. Contractor also agrees to prominently display a poster informing each employee of these rights.

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

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



Signature of Authorized Representative

8/19/16

Date

Francine Dunn

Print Name

Vice President

Title

EXHIBIT A

PROFESSIONAL SERVICES AGREEMENT

SCOPE OF SERVICES

1. Representatives.

The CITY Representative for this Agreement is:

*Judy Matsui-Drury, Project Manager
New City Hall, 915 I Street, Room 2000
Sacramento CA 95814
P: 916-808-7610/Email: jmatsui-drury@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:

*Drew Sutton
GEI Consultants, Inc.
2868 Prospect Park Drive, Suite 400
Rancho Cordova, CA 95670
P: 916-631-4532/Email: dsutton@geiconsultants.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 or e-mail 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. Insurance. Insurance requirements are specified in Exhibit D, Section 11.

3. Conflict of Interest Requirements.

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

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

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

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

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

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

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 December 31, 2018.

Scope of Work

Assumptions and Approach

In preparing this Scope of Work, we have made certain assumptions about the level-of-detail, type of document, or effort that will be required for each task, as documented. In some cases, the results of surveys, trail design decisions, or decisions by other agencies may require additional work beyond that currently scoped, because at this time, making assumptions about that additional work would be speculative. Our Scope of Work identifies several areas where additional effort may be required, and offers an optional task which would require additional, specific authorization, and funding from the City of Sacramento (City). No optional tasks will be performed except as expressly authorized by the City.

Task 1. Project Management

Following an initial kick-off meeting with City staff, the team will arrange/facilitate monthly PDT meetings. We will also arrange/facilitate interagency coordination meetings, with Union Pacific Railroad (UPRR), California Department of Transportation (Caltrans), U.S. Army Corps of Engineers (USACE), Sacramento Area Flood Control Agency (SAFCA), Central Valley Flood Protection (CVFPB), California Department of Fish and Wildlife (CDFW), and U.S. Fish and Wildlife Service (USFWS). We estimate that one meeting will be required per agency, with two additional “contingency” meetings.

We will develop/maintain a project schedule identifying deliverables and task dependencies that will be discussed at each PDT meeting and accompany each invoice, along with a status report.

At the kick-off meeting, our team will discuss the interagency coordination process, and will maintain contact with agencies as directed by the City.

Deliverables

- Agendas, Attendance Record, and Summaries for 14 Monthly and 9 Interagency Coordination Meetings.
- Schedule and Status Reports with 14 Monthly Invoices.

Task 2. Data Collection, Mapping, Surveys, Right-of-Way

These tasks include the technical studies and preliminary engineering to determine the overall impacts and required mitigation measures.

Subtask 2.1 Environmental Surveys

Base Mapping

This task will include coordinating with City staff as they develop the topographic base mapping required by the project team. The mapping will be plotted at 1" = 20' with a 0.5 foot contour interval and the City will create a useable DTM. The City will complete supplemental design surveys at the required locations to control and better define conform detailing if required. The GEI team will prepare a survey request form for any supplemental information needed. The base mapping will include the rights of ways, property lines, and easements referenced from preliminary title reports.

Assumptions

- Readily available data (provided by the City or from public sources) will be collected and reviewed.
- Included in the topographic surveys will be preliminary right-of-way boundaries, complete with assessor parcel numbers and owner name.
- Property title reports will be provided by City.

Deliverables

- Survey Request Form (if necessary).

Biological Resources: Field Surveys and Database Searches

GEI team member, Area West Environmental (AWE), will review pertinent existing biological resource information from the City, American River Flood Control District (ARFCD), SAFCA, American River Parkway, Caltrans, and other State and Federal agencies for the project vicinity. This will include a review of records from the California Natural Diversity Database (CNDDDB), USFWS species lists, California Native Plant Society's (CNPS) Inventory of Rare and Endangered Plants, and previously completed environmental documents prepared for projects in close proximity. This information also will be used to support preparation of the Natural Environment Study (NES), as described in Task 5.3.

AWE will conduct field surveys within the Biological Study Area (BSA) to characterize vegetation communities, identify habitat for special-status plant and wildlife species, and map sensitive biological resources that may be a constraint to alternative selection. Prior to conducting field surveys, AWE will develop boundaries for the Biological Study Area (BSA) based on anticipated species, habitats present, and input from Caltrans, the City, and resource agencies. The BSA is anticipated to encompass the boundaries of the potential construction footprint for all project alternatives (including staging areas and temporary access locations), plus an approximately 100-foot buffer for special-status plants and wildlife species that may be directly or indirectly affected by trail construction and use. For some species, such as nesting birds, larger buffers may be required. Pedestrian surveys within the BSA will only be conducted within properties where access has been granted. For all other properties within the BSA, reconnaissance surveys would be conducted from publicly accessible areas, and we will use aerial photo interpretation and extrapolate habitat coverage from available sites.

AWE biologists completed protocol surveys to identify valley elderberry longhorn beetle (VELB) habitat (elderberry shrubs) for the Two Rivers Trail Project in 2014. AWE documented 340 elderberry shrubs within the 2014 study area. Because the USFWS' 1999 *Conservation Guidelines for the Valley Elderberry Longhorn Beetle* state that survey results are valid for a period of 2 years, the VELB surveys need to be updated. Therefore, AWE will conduct field surveys and update information on shrub location, number of stems, stem size, and presence of exit holes within 100 feet of the projected project footprint. Results of the updated VELB survey will be presented on maps and tables for inclusion in the NES.

To address migratory birds and roosting bats, AWE biologists will conduct a nest search and visual survey for nesting birds and raptors within the project footprint boundaries and, where accessible, up to a 1/4-mile radius around the project footprint for raptor nests. Additionally, biologists will conduct visual surveys of bridge crossings (two UPRR bridges and the Capital City Freeway Bridge) to determine if they provide suitable bat roosting habitat and to look for evidence of bat use, including the presence of guano or urine staining. If the reconnaissance-level survey identifies a potential bat roost, AWE will coordinate with Caltrans to determine what, if any, additional bat surveys may be needed. AWE could complete any added bat surveys, such as seasonal acoustic surveys, under a separate scope of work.

An AWE botanist will conduct up to two botanical surveys per CNPS, CDFW, and USFWS protocols within the project footprint during the bloom periods identified from the USFWS, CNDDDB, and CNPS species searches. Additionally, the botanist will identify any noxious weed infestations in the project footprint. AWE will document all plant species observed and will report any special-status species observed.

Concurrent with the vegetation community mapping, AWE will map potential wetlands and water bodies in the project footprint. Per previous discussions with ARFCD, GEI will coordinate with ARFCD and/or SAFCA and use previously completed hydraulic modeling results to determine the likely ordinary high water mark (OHWM) elevation for the Lower American River in this area. AWE will spot-check the OHWM limit to confirm the validity of the assumed elevational limit and will work with GEI to determine whether or not trail alternative work limits are within the OHWM. The City will provide to AWE results of topographic surveys within the project work limits to support this mapping effort. The potential limits of any Waters, including wetlands, will be displayed on a map for use in trail design. All of this information also will be used to support preparation of the NES, as described in Task 5.3.

Assumptions

- The City will secure all right-of-entry and access approvals for fieldwork. Areas will not be surveyed if permission to access each property has not been secured. Return visits to survey parcels where access was not previously obtained will not be required.
- A detailed project description, including AutoCAD or GIS files identifying parcel boundaries, right-of-way, project limits, and permanent and temporary construction limits will be provided for use before the start of fieldwork.

- Concurrent with project-related communication and outreach, existing biological resource mapping or data for the project vicinity will be requested from ARFCD, SAFCA, and Sacramento County.

Deliverables

- Updated VELB Locations (GIS format), maps, and tables.
- Map of potential limits of waters of the United States.

Cultural Resources Database Searches and Field Surveys

As directed by the Caltrans Standard Environmental Reference (SER), Volume 2: Cultural Resources, GEI staff will conduct a records search at the North Central Information Center (NCIC) of the California Historical Resources Information System at California State University, Sacramento to request specific documentation related to the project area.

Native American interest in the proposed project is anticipated to be high. GEI assumes that Native American Consultation needs to be conducted for the proposed analysis and will be completed by Caltrans District 3 and/or by City staff. Any additional appropriate interested parties (historical societies) will be contacted by GEI, as directed by Caltrans and the City.

GEI will draft an Area of Potential Effects (APE) map for both built-environment and archaeological resources based on discussion with District 3 staff and following guidance in the SER. It is understood that the APE map will be signed by Caltrans and will be then be considered final and will outline the totality of included area for all cultural resources analysis considerations. Changes will be specifically limited to the depiction of any cultural resources within the APE that need to be clarified and updated reflective of Caltrans comments.

GEI will conduct an intensive archaeological inventory for any areas not previously surveyed using pedestrian transects spaced no greater than 15 meters apart over any portions of the updated APE that were not previously covered in the existing ASR (if any). Any newly identified archaeological sites encountered within the APE will be recorded in a manner consistent with the SER. It is assumed that the archaeological surveys will focus on the water and land side toes of the levee in the APE given the potential to view Native American materials (if present).

Assumptions

- Assumes the archaeological survey will be 6 linear miles or less.
- Assumes that no previously recorded or unrecorded archaeological resources will be encountered.
- Assumes that direct effects on built-environment resources within the APE can be avoided. If Caltrans nevertheless determines the proposed project to have indirect effects on the existing built-environment resources (UPRR bridges), then additional documentation beyond this scope of work would be required (See Optional Subtask A, below).

Deliverables

- One Draft and One Final APE Map.

Hazardous Materials (Phase I Initial Site Assessment)

The GEI team will perform a Phase I Initial Site Assessment to determine any Recognized Environmental Concerns (RECs) per ASTM E1527-13 requirements. The GEI team will review any existing documentation related to the project area as well as visit the site to identify any visible RECs. The GEI team will visually inspect the project area and any infrastructure that may be present during a field visit for evidence of soil staining, distressed vegetation, petroleum/pesticide odors, or potentially hazardous building materials. Infrastructure may include but is not limited to under/above ground storage tanks, existing/remains of buildings, and drainage piping associated with historic site use. All findings will be included in a Phase I report that will be presented to the City. The findings of this study could lead to a Phase II Work Plan performed under Agreement 2.

Deliverables

- Draft and Final Phase 1 Initial Site Assessment Report.

Subtask 2.2 Hydraulic Model Assessment

GEI team member, cbec Eco Engineering (cbec), will obtain and review available data related to hydrologic, hydraulics, and geomorphic aspects of the project. cbec will assess the ability to adapt their 1-dimensional hydraulic model (HEC-RAS) for this reach of the American River, developed on another project for The Water Forum (a City entity). Changes in the Lower American River (LAR) flow regime based on the new operational rules for dam safety and flood-risk management will be evaluated to establish design flows for assessing the potential for hydraulic impacts of the proposed project and for project design purposes (inundation frequency, duration and timing, velocities, and bed shear stresses).

Assumptions

- Readily available data (provided by the City or from public sources) will be collected and reviewed.

Deliverables

- Hydrologic, Hydraulic, and Geomorphic Data Gaps and Recommendations Technical Memo (1-2 pages).

Task 3. Public and Stakeholder Outreach

The GEI Team will prepare and present project overview and details at two meetings of the Lower American River Task Force. We will also coordinate with the City to convene and attend two meetings to communicate with affected property owners and local, State, and Federal stakeholders. The meeting with property owners will focus on informing and assessing their concerns regarding the proposed project, and will be sensitive to SAFCA's outreach work in coordination with ARFCD's on-going plans to achieve Federal Emergency Management Agency certification of the area levees with removal of encroachments within the River Park area. The meeting with stakeholders is intended to assess and

working through local, State, and Federal concerns about creating further encroachments in the Parkway.

Additional outreach may be provided, with a modification to this scope of work.

Deliverables

- PowerPoint Presentation and Up to Four 36-inch by 48-inch Boards for Each of Four Meeting Presentations.

Task 4. Preliminary Engineering

Preliminary engineering involves engineering studies and plans to analyze trail alignments and options (deviations to alignments) in some areas to assess varying impacts. Alternatives will involve horizontal alignments, profiles, cross sections. This task also involves right of way needs identification and initial utility coordination. This project development process will result in 20% plans. This task will conclude with the GEI design team producing a recommended alternative.

Several assumptions that apply to all subtasks under Task 4 are presented following Subtask 4.7.

Subtask 4.1 Coordination

Utility Coordination/Owner Verification ('A' Letter)

GEI team member, Quincy Engineering, will perform utility coordination and prepare necessary Reports of Investigation (ROI) involving determination of liability for relocations costs, and Notice to Owners (NTO). If the City is liable for relocations, a Utility Agreement (UA) will be prepared and sent to the owner with the NTO. This process involves three steps – the 'A', 'B', and 'C' Letters, which are summarized as:

1. 'A' Letter – Verification Letter to Owner
2. 'B' Letter – Letter Requesting Positive Location
3. 'C' Letter – Notice to Owner Regarding Construction

For the first step in this process, Quincy will coordinate with the utility agencies, schedule meetings, and request information (through Utility 'A' Letters and Preliminary Project Plans) regarding locations of existing and future utilities. Quincy will spot verify and incorporate utility as-built information into project base mapping.

Assumptions

- Property title reports will be provided by City.

Deliverables

- Utility Verification Letter to Owner ('A' Letters and Plans).

Union Pacific Railroad and California Public Utilities Commission Coordination

The most important factor for a successful GO 88-B Authorization process will be the GEI Team's effective early engagement of UPRR. Our approach is a collaborative process with the City, design team, UPRR, and the California Public Utilities Commission (CPUC). Quincy has spoken to Kevin Yoder of UPRR who informed us that a new Preliminary Engineering Letter will need to be issued. Quincy will perform railroad coordination with UPRR. The design team efforts include the following:

- Obtain and review the existing Construction and Maintenance (C&M) Agreement (if one exists).
- Prepare a "Basis of Design" document.
- Conduct an early coordination meeting to present project concept plans for on-site review.

Quincy will obtain information/requirements from UPRR:

- Construction procedures required to maintain safe access during construction for the Special Provisions.
- Utility crossings within UPRR right-of-way.

Assumptions

- Only one coordination meeting with UPRR will be held.

Deliverables

- Basis of Design Memorandum.
- Preliminary Engineering Letter to UPRR.

Caltrans Coordination

Quincy will coordinate with Caltrans for an encroachment permit to perform engineering surveys and construction of the trail within their right-of-way.

Deliverables

- Caltrans Encroachment Permit to perform Preliminary Engineering Studies.

Subtask 4.2 Trail Alternatives (10% Design)

Upon base map completion, the trail alignment will be prepared with options for trail deviations for up to two areas and presented to the City at the 10% level for comment. City comments will be addressed, culminating in a 20% submittal. This task includes the engineering studies to determine the overall impacts and mitigation required. A set of skeleton plans showing the horizontal alignments, vertical profiles, typical sections will be submitted to City Staff for consideration. The trail design will be in

accordance with City/AASHTO/Caltrans/UPRR standards. In addition, the design will be evaluated and recommendations provided so the trail design meets USACE/CVFPB/DWR standards, as well as SAFCA and ARFCD requirements. The City and GEI team will present the project to the public and stakeholders. The task will conclude with the GEI team making a recommendation of an alternative to City Staff. Preliminary right-of-way impacts will be assessed and parcel acquisition areas calculated. The City will provide values per square foot to be applied to each acquisition to establish the preliminary right-of-way cost estimate.

Geotechnical recommendations will be provided for the 10% design review based on available data collected by GEI as part of the Urban Levee Evaluations (ULE), which are assumed to be suitable for use in preliminary design. Recommendations will address design considerations for the paved trail along the waterside bench of the levee, areas where material may be needed to support the trail on the waterside slope of the levee, and in areas where fill may need to be placed to improve grade transitions.

Based on the findings from the data collection and review task, GEI team member cbec, will evaluate the available numerical models and provide recommendations to the City regarding a preferred hydraulic model to best meet the proposed project goals and objectives. Modeling is assumed to guide the design, NEPA/CEQA, and permitting processes by: 1) analyzing the effect of the proposed project on the river (e.g., pre- and post-project changes to design-flow stages and velocities); and 2) the effect of the river on the proposed project (e.g., shear stress and hydraulic forces on project design elements (pathway, lighting, signage) at the designated design flows. cbec will identify the designated design flows based on consultation with the City and appropriate State and Federal agencies. cbec will assess project design conditions provided by GEI and Quincy for hydraulic encroachment impacts by first performing a screening-level analysis. If the post-project design-flow conveyance area is less than 1% smaller than the pre-project area, then a negligible flood-risk increase can be assumed. If this threshold is exceeded, cbec will make a qualitative assessment of the hydraulic impact by considering the extent of changes to the cross-section geometry, hydraulic roughness, and operational considerations (e.g., debris loading) and then modify the cross-section(s) in cbec's recent HEC-RAS model of the LAR and rerun the model to quantitatively assess hydraulic impacts. Information from this task and Task 2 will be used to provide hydrologic and hydraulic input to the Caltrans Location Hydraulic Summary Form and Summary Floodplain Encroachment Form.

Assumptions

- Two design flows are assumed to be associated with either the 1955 project design flow, and O&M manual specified flow; the 1% AEP flow; or the 0.2% AEP flow. Modeling is assumed to be required for LAR reaches where waterside benches are proposed. The existing conditions HEC-RAS model will be calibrated and validated to flood event flow conditions and up to 3 model runs will be made for each design flow.

Deliverables

- Geotechnical recommendations Technical Memo.
- Hydrologic/Hydraulic Conditions Technical Memo (4-6 pages).
- Hydrologic and hydraulic input to the Caltrans Location Hydraulic Summary Form and Summary Floodplain Encroachment Form.

Subtask 4.3 Geometric Approval Drawings (20% Design)

UPRR requires submittal of Concept Plans. The GEI Team will take the results of Subtask 4.4 and immediately prepare Concept Plans to the requirements of UPRR (BNSF) Guidelines. These Concept Plans will be developed as our Geometric Approval Drawings (GADs) for City approval.

Deliverables

- UPRR Plan, Profile and Typical Section.
- UPRR Photo Log of the Project Location.
- Geometric Approval Drawings (incorporates UPRR’s Concept Plans) – Layouts, Typical Sections, and Profiles.

Subtask 4.4 Project Report

Draft Project Report

Upon UPRR’s review and approval of the Concept Plans, the GEI Team will revise the plans and assemble the results of the alternatives analyses into a Draft Project Report per the City’s Project Development Procedures Manual, which will include the team’s alternative recommendation, City Staff’s preferred alternative, and the basis for these decisions. One of the public and stakeholder presentations could also be held at this time to present the project’s progress.

Deliverables

- Draft Project Report.

Final Project Report

The GEI Team will address comments to the Draft Project Report and prepare the Final Design Report which will document the team’s alternative recommendation, City Staff’s determination of a preferred alternative and the basis for these decisions. If needed, the Final Design Report will then be presented to the City Council for the Preferred Alternative Selection and approval prior to advancing final design.

Deliverables

- Final Project Report.

Assumptions

- All report submittals include a Draft and Final version.
- No Design Exceptions.
- One Primary trail alignment will be developed with 2 options total for two short segments.

- Potholing effort for utilities is expected to occur during the PS&E phase of the proposed project. The effort for potholing will be verified during preliminary design.
- The City will provide City-required permits at no expense.
- The City will provide the “boiler plate” documents, including the notice to bidders, proposal, bond forms, and agreement that will be combined with the technical specifications of Quincy.

Task 5. NEPA/CEQA Documentation

As a Federally funded project administered by Caltrans, the environmental review process will require compliance with both CEQA and NEPA, with work products adhering to both City and Caltrans formats and requirements including the Caltrans Local Assistance Procedures Manual and the SER. This task involves coordination between Caltrans District 3 Environmental Staff and the project team to complete the Federal environmental process according to Caltrans/Federal Highway Administration NEPA Delegation requirements. Specific tasks to include updating the Preliminary Environment Study (PES) Form, preparing NEPA technical studies, and support to Caltrans staff as they prepare the NEPA compliance documentation, assumed to be a Categorical Exclusion (CE), as described below. This Phase will also include coordination between City of Sacramento staff and the project team to prepare the CEQA document and support City staff through City Council’s consideration of the proposed project.

It is assumed for purposes of this scope of work and schedule that an Initial Study (IS)/Proposed Mitigated Negative Declaration (MND) will be appropriate for compliance with CEQA. It is further assumed that Caltrans will satisfy NEPA requirements through preparation of a CE, and that USACE will rely on Caltrans’ CE or prepare its own Environmental Assessment (EA) based on the IS/Proposed MND to support NEPA compliance for Section 408 permission. Based on these assumptions, GEI has included in this scope of work the effort necessary to complete IS and adopt an MND, and other documentation required by Caltrans to support the filing of the CE. If based on the results of the IS/Proposed MND circulation and public, trustee, or responsible agency comment, there is a need to address potentially significant and significant impacts and recirculate the IS/Proposed MND or to prepare an Environmental Impact Report (EIR) because there are potentially significant or significant impacts that cannot be feasibly reduced to a less-than-significant level, or if there is extensive agency or public comment, creating controversy, this may require revision of the scope of work to include preparing a focused EIR or full EIR or a joint NEPA/CEQA document (Environmental Assessment [EA]/IS, EA/EIR, Environmental Impact Statement [EIS]/EIR).

Subtask 5.1 Update PES/APE Map/Project Description

The GEI team will update and submit the existing Draft PES form and APE (Footprint Map) map to the City and Caltrans. The existing project description will also be updated to describe the preferred alternative and to identify the project purpose and need, project objectives, major proposed project elements, project location, and timing. The GEI team will also assist the City in scheduling a Field Review (site visit) with Caltrans staff to confirm the assumptions outlined in the Draft PES form and finalize the scope of NEPA technical studies required for the proposed project. Upon completion of the site visit, the GEI team will revise the Draft PES and APE as appropriate and resubmit the final form/map to the City and Caltrans staff. If necessary, the GEI team will discuss any required changes (additional technical studies requested by Caltrans) to this preliminary scope of work and prepare a final

(refined) scope of work for City approval prior to commencing the remaining tasks identified under this work program.

Deliverables

- Updated PES Form (Draft and Final).
- Updated APE Map (Draft and Final).
- Updated Project Description for Both CEQA/NEPA Documents.

Conduct Caltrans Field Review Meeting

The GEI team will also assist the City in scheduling a Field Review (site visit) with Caltrans staff to confirm the assumptions outlined in the Draft PES form and finalize the scope of NEPA technical studies required for the proposed project. The GEI team will work with the City to finalize the attendance list, which may also include SAFCA and/or ARFCD staff to review the proposed trail alignment.

Deliverables

- Meeting Support Materials (Copies of PES/APE Maps).
- Summary of Field Review Meeting Notes/Action Items.

Subtask 5.2 – Update/Prepare Caltrans Technical Studies

The GEI team will prepare the Caltrans technical studies identified in the PES as required for the project. The GEI team will work with City staff and the Caltrans Environmental Coordinator, assigned to the proposed project, to develop a delivery schedule for the proposed project's technical studies and ensure the Caltrans Federal agency review processes (in particular Section 7 consultation with USFWS) is initiated as quickly as possible.

Biological Resources Technical Studies

To support the NEPA and CEQA compliance for the proposed project, the GEI team will prepare biological resources technical studies using guidance provided in the Caltrans SER. These reports will meet the requirements for Caltrans' NEPA reviews; the City's CEQA compliance; and consultation under the Federal and State Endangered Species Acts, Clean Water Act (CWA), and CDFW regulations.

All reports will be submitted to the City and Caltrans to review and modify as needed prior to final submittals. For all environmental technical studies, the GEI team will submit an electronic copy of the administrative draft report to the City for their review. After incorporating the City's comments, the draft reports will go to Caltrans for review. After incorporating Caltrans comments, the GEI team will produce 6 hard copies of each of the final technical study documents and one electronic copy. This scope of work assumes three versions per technical study. It is assumed that both the City and Caltrans will provide one consolidated set of comments for consultant revision.

Based on our knowledge of the project area, results of database searches, and experience with similar local assistance trail and pedestrian improvement projects, we anticipate an NES would be required for the proposed project.

Natural Environment Study

After the City identifies a preferred trail alignment, the GEI team will prepare an NES) for the proposed project. The NES will address special-status plant and wildlife species, migratory birds, roosting bats, and sensitive vegetation communities (e.g., riparian habitat, wetlands and waters of the United States). Habitat assessments and surveys for plant and wildlife species completed under Task 2 will provide sufficient data to support preparation of the NES.

The NES will follow the template provided on Caltrans SER website, dated October 13, 2014, or as amended prior to commencing the NES, and will reach clear conclusions about the presence of habitat for any Federally listed species, and the effect on species using USFWS consultation language (i.e., no effect, not likely to adversely affect). If the NES is submitted to Caltrans before botanical surveys are completed (i.e., before the bloom period of special-status plant species with potential to occur in the project area), the GEI team will submit an addendum to the NES with seasonal botanical survey results. Under Caltrans' direction, the GEI team will coordinate with State and Federal resource agencies to identify sensitive resources in the BSA. A copy of all correspondence with other agencies will be documented in the NES.

Biological Assessment

For the proposed project, impacts on VELB habitat and costs associated with compensatory mitigation for VELB will be a critical element in determining the cost and associated feasibility of the preferred alternative. The GEI team will prepare a Draft Biological Assessment (BA) for Caltrans to use in consultation with the USFWS under Section 7 of the Federal Endangered Species Act. The BA will describe project effects on Federally listed species and will determine the effect on species using USFWS consultation language (i.e., no effect, not likely to adversely affect). The BA will include a conservation strategy to offset effects on listed species habitat. GEI will work with SAFCA and Sacramento County to identify VELB compensatory mitigation options for inclusion in the BA. The BA will be prepared after Caltrans has reviewed the NES and concurs with the conclusions regarding effects of the project on listed species. This scope of work includes up to 16 hours for an AWE senior biologist to assist Caltrans in the Section 7 consultation process.

Assumptions

- This scope of work assumes use of the existing Caltrans template.
- Up to two reviews by Caltrans and one review by the City would be required for each technical report. We assume that the City and Caltrans will each provide a consolidated set of revisions.
- A wetland delineation report for submission to USACE to obtain a Preliminary or Jurisdictional Determination will not be completed during this project phase. The GEI team will gather sufficient information on potential waters of the United States, including wetlands, within the project footprint to confirm whether the trail alternative work limits are within the OHWM of the Lower American River and to complete the biological resources impact analysis in the NES. A formal Preliminary Jurisdictional Determination request would be submitted to USACE during a later phase to support project permitting under the CWA.

- Caltrans will lead formal consultation with USFWS, pursuant to Section 7 of the Endangered Species Act, as the lead Federal Agency designee. The GEI team will support Caltrans in the consultation effort, up to a maximum of 16 hours for a senior biologist.
- The GEI team will attend one in-person meeting with the USFWS. Elderberry shrubs are assumed to not need relocation.
- Impacts to National Marine Fisheries Service-managed species are assumed to not occur.

Deliverables

- Natural Environment Study (Draft and Final).
- Biological Assessment (Draft and Final).

Cultural Resources Technical Studies

Based on the Caltrans 2014 PES, previous experience, and understanding of the project area, GEI cultural staff will complete the appropriate technical reports for the areas outlined in the Final APE: a Historic Property Survey Report (HPSR) form, an Archaeological Survey Report (ASR), and a Historic Resources Evaluation Report (HRER). Either as individually significant resources or as part of larger historic features or districts, it is understood that built-environment resources that meet State or Federal significance criteria may be identified within the APE and thus a Finding of Effect (FOE) would be required to assess proposed project effects. The approach and format for the Cultural Resources technical studies is subject to the guidance outlined in the Caltrans PES Volume 2 as well as direction from Caltrans District 3 cultural resources staff.

As previously discussed, GEI will work proactively with Caltrans, the City, and Quincy Engineering to ensure that technical studies are prepared with maximum efficiency and in compliance with applicable Caltrans' standards and requirements as they relate to the proposed project description. Following completion of needed technical studies and/or technical study revisions by GEI and Quincy Engineering, GEI will coordinate with the City and Caltrans District 3 environmental staff on the formal submittal of the technical studies to Caltrans. After submittal of this documentation, GEI will coordinate with Caltrans and the City to set up a meeting to discuss the technical studies and any comments Caltrans may have.

GEI will coordinate revision of the technical studies and will resubmit technical studies as requested by Caltrans. This scope assumes one round of revision for each of the technical study deliverables.

Assumptions

- Up to one review by Caltrans and one review by the City would be required for each technical report. We assume that the City and Caltrans will provide a consolidated set of revisions.
- Assumes a geoarchaeological sensitivity assessment will be required and will include a desktop study (brief text to be included in ASR) but no geoarchaeological excavation will be conducted because of the minimal amount of ground-disturbance that is expected to occur.

- No previously recorded or unrecorded archaeological resources will be encountered.
- Caltrans/Federal Highway Administration/City will conduct Native American Consultation and the GEI Team will assist with coordination.
- Caltrans will lead formal consultation with the SHPO, pursuant to Section 106 of the National Historic Preservation Act, as the lead Federal Agency designee. The GEI team will support Caltrans in the consultation effort, up to a maximum of 14 hours.
- Only the two active railroad bridges and a portion of the American River South Levee will be considered in the HRER. The former Sacramento Northern Bridge (now pedestrian/bicycle path) and active highway bridges will not need to be considered in the HRER.
- If necessary to complete an FOE, a finding of *No Adverse Effect to Historic Properties* will be possible.
- Assumes one in-person meeting with Caltrans, USACE, and/or the State Historic Preservation Officer (SHPO).

Deliverables

- Archaeological Survey Report (Draft and Final).
- Historic Property Survey Report (Draft and Final).
- Historic Resources Evaluation Report (Draft and Final).
- Finding of Effect (Draft and Final).

Other Technical Studies

The GEI team will prepare the Water Quality Assessment Report (WQAR) technical report and the Community Impact Assessment technical memorandum. It is assumed, for this scope of work, that a Memorandum of Finding under Section 4(f) will not be required for the proposed project. Should Caltrans determine that a Section 4(f) memo will be needed, it can be prepared by the GEI team.

Deliverables

- Water Quality Assessment Report (Draft and Final).
- Community Impact Assessment Technical Memorandum (Draft and Final).

Subtask 5.3 – Complete CEQA and Caltrans NEPA Process

Complete Caltrans NEPA Process

The GEI team will monitor Caltrans' review of the technical studies and will ensure the approved technical studies are made available to the project team as quickly as possible. While Caltrans typically

takes the lead in preparation of the NEPA CE, the GEI team will support Caltrans staff with preparation of the Environmental Commitments Record.

Deliverables

- Environmental Commitments Record (Draft and Final).

Prepare Administrative Draft IS/ Proposed MND

The GEI team will prepare an Administrative Draft IS/Proposed MND and submit an electronic copy to the City for review and comment. The Administrative Draft IS/Proposed MND will be prepared using the City's IS checklist, including explanations and analysis for each response. The IS will cover all topic areas in Appendix G of the State CEQA Guidelines. The level of analysis and degree of impact will vary depending upon the environmental topic and the potential for thresholds of significance to be triggered. The IS is presumed to focus primarily on air quality, biological resources, cultural resources, hydrology and water quality, noise, recreation, and transportation/traffic. For each environmental topic issue, the GEI team will briefly describe existing conditions, assess potential environmental impacts, and recommend feasible and available mitigation measures, where applicable. Other Federal, State, regional, or local agencies with permit requirements or other approval authority will be identified where appropriate. The Administrative Draft IS/Proposed MND will include the following:

- project background, need, and project objectives;
- a description of the proposed project including the regional and specific location of the proposed project;
- an identification of the environmental and regulatory setting (i.e., existing conditions that will serve as the baseline to assess impacts); and
- an identification of environmental effects of the proposed project by use of the State CEQA Guidelines; scientific and factual data; legislative or regulatory performance standards of Federal, State, regional, or local agencies relevant to the impact analysis; and a discussion of the ways to avoid or reduce the significant or potentially significant effects identified to less-than-significant levels, if any.

To adhere to the City's desired schedule, the Administrative Draft IS/Proposed MND will be provided to the City for a 14-day review and comment period.

Deliverables

- Administrative Draft IS/Proposed MND.

Prepare Public Draft IS/ Proposed MND

After the City provides comments on the Administrative Draft IS/Proposed MND, the GEI team will meet with the City to discuss incorporation of comments into the document. It is anticipated that the GEI team will make changes to the Administrative Draft IS/Proposed MND based on comments received from the City and prepare the IS/Proposed MND for public review. The GEI team will also assist the

City in developing the distribution list, and will prepare and distribute up to 30 hard copies and 60 CDs of the document for a 30-day public review period.

Deliverables

- One Comment Review Meeting.
- Public Draft Initial Study/Proposed MND – 30 Electronic Copies.
- One Draft and Final Distribution List.
- Delivery of 15 copies of the Draft IS/Proposed MND and Notice of Intent (NOI), and one copy of the Notice of Completion (NOC) to the State Clearinghouse.
- Draft IS/MND distribution.
- Public Workshops (2)

Response to Comments

The City is not required to provide formal responses to any comments received on the Draft IS/Proposed MND, but must “consider” such comments in its decision making. Following close of the public comment period and receipt of all comments, the GEI team will review and discuss the comments with the City and/or provide a brief written response to comments received on the publicly circulated Draft IS/Proposed MND. The City will consider the public comments as required under CEQA, as well as the GEI team’s written responses to comments. The GEI team will provide one electronic draft of each comment letter to the City and assumes that 40 hours of technical time is sufficient to address the comments appropriately. This scope of work assumes that negotiation and preparation of agreement documents with Native American tribes as part of the response to comment phase will not be needed.

Deliverables

- One Comment Review Meeting.
- Draft Responses to Comments.

Mitigation Monitoring and Reporting Program

The GEI team will prepare a Draft and Final Mitigation Monitoring and Reporting Program (MMRP). The MMRP will identify mitigation measures proposed as part of the project, the implementation procedures, monitoring and reporting actions, responsibility, and schedule associated with each mitigation measure. Upon completion of the public review process for the IS/Proposed MND, and after discussing with the City any comments received on the environmental analysis, GEI will prepare a Draft MMRP for City review. The MMRP will include the mitigation measures included in the Draft IS/Proposed MND and any revisions as a result of public comment. Timing, implementation, and monitoring responsibilities for the mitigation measures will be shown in tabular format. Upon receipt of one set of consolidated comments on the Draft MMRP, the GEI team will address the comments and submit the Final MMRP to the City, for adoption with the MND.

Deliverables

- Draft and Final MMRP.

CEQA Notices and Public Meeting

The GEI team will prepare the required CEQA notices, include Draft and Final NOI to Adopt an MND, NOC, and Notice of Determination (NOD). The Draft NOI and NOC will be submitted to the City with the Administrative Draft IS/Proposed MND, and the Final NOI and NOC will be submitted to the City with the Public Draft IS/Proposed MND. The Draft NOD will be prepared during the public comment period for the Draft IS/Proposed MND and the Final NOD will be submitted with the Response to Comments and Final MMRP.

The GEI team will also prepare an abbreviated version of the NOI for City publication in one newspaper of general circulation in the project area. The GEI team will also file the NOC and NOD with the State Clearinghouse and County Clerk Recorder. It is assumed that the City will pay all fees associated with publication and/or filing of these notices, including the CDFW NOD filing fee.

The GEI team will also prepare the distribution list with input from the City and Caltrans, and will circulate the IS/Proposed MND to the public, responsible agencies, trustee agencies, the State Clearinghouse, and the County Clerk, sufficiently prior to adoption by the City and in accordance with State CEQA Guidelines Section California Code of Regulations 15072. The GEI team will provide the document electronically to the City for posting on its website.

One representative of Quincy Engineering, will attend the City public hearing to adopt the MND, at which he will present the IS/Proposed MND findings (if necessary), review the public comments, and be available to answer questions.

Assumptions

- The environmental filing fee for the CEQA document will be paid by the City.
- Preparation and approval of the project description can be completed within 3 weeks of receiving approval of 10% design plans for the proposed project. Once the project description is approved, at least 4 months will be required to complete the IS/Proposed MND process, from initial field work to adoption of the MND and filing of the NOD. GEI will expedite, within its control, the schedule to the extent possible, assuming that no potentially significant or significant environmental issues are encountered, or substantial public controversy is encountered. An expedited schedule is largely dependent upon a stable project description, the IS, and the amount of public controversy associated with the proposed project.
- The project area is outside the boundaries where naturally occurring asbestos is expected.
- Visual simulations or modeling will not be necessary.
- Recent traffic counts (i.e., reflecting current conditions) for affected roadways will be available from the County or City. In the absence of recent traffic counts, we will qualitatively characterize project area roadways.

Deliverables

- Distribution List.
- Draft/Final NOI to adopt an MND.
- Draft and Final NOC.
- Draft and Final NOD.
- Draft and Final newspaper notice.
- Public Hearing Presentation.
- One Public Hearing.

EXHIBIT B

PROFESSIONAL SERVICES AGREEMENT

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 \$491,488.49.
2. **Billable Rates.** CONTRACTOR shall be paid for the performance of Services on an hourly rate, daily rate, flat fee, lump sum or other basis, as set forth in Attachment 1 to Exhibit B, attached hereto and incorporated herein.
3. **CONTRACTOR's Reimbursable Expenses.** Reimbursable Expenses shall be limited to actual expenditures of CONTRACTOR for expenses that are necessary for the proper completion of the Services and shall only be payable if specifically authorized in advance by CITY.
4. **Payments to CONTRACTOR.**
 - A. Payments to CONTRACTOR shall be made within a reasonable time after receipt of CONTRACTOR's invoice, said payments to be made in proportion to services performed or as otherwise specified in Attachment 1 to Exhibit B. CONTRACTOR may request payment on a monthly basis. CONTRACTOR shall be responsible for the cost of supplying all documentation necessary to verify the monthly billings to the satisfaction of CITY.
 - B. All invoices submitted by CONTRACTOR shall contain the following information:
 - (1) Job Name
 - (2) Description of services billed under this invoice, and overall status of project
 - (3) Date of Invoice Issuance
 - (4) Sequential Invoice Number
 - (5) CITY's Purchase Order Number
 - (6) Total Contract Amount
 - (7) Amount of this Invoice (Itemize all Reimbursable Expenses)
 - (8) Total Billed to Date
 - (9) Total Remaining on Contract
 - (10) Updated project schedule. This shall identify those steps that shall be taken to bring the project back on schedule if it is behind schedule.
 - C. Items shall be separated into Services and Reimbursable Expenses. Billings that do not conform to the format outlined above shall be returned to CONTRACTOR for correction. CITY shall not be responsible for delays in payment to CONTRACTOR resulting from CONTRACTOR's failure to comply with the invoice format described above.
 - D. Requests for payment shall be sent electronically to apinvoices@cityofsacramento.org.

Hard copies of the invoices may be sent to:

*A/P Processing Center
City of Sacramento
915 I Street, 4th Floor (accounting)
Sacramento CA 95814*

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

Attachment 1 to Exhibit B

I. COMPENSATION AND PAYMENT

- A. CONTRACTOR shall not commence performance until 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.

ARTICLE IV PERFORMANCE PERIOD (Verbatim)

A. This contract shall go into effect on _____, contingent upon approval by LOCAL AGENCY, and CONSULTANT shall commence work after notification to proceed by LOCAL AGENCY'S Contract Administrator. The contract shall end on June 20, 2017, unless extended by contract amendment.

B. CONSULTANT is advised that any recommendation for contract award is not binding on LOCAL AGENCY until the contract is fully executed and approved by LOCAL AGENCY.

ARTICLE V ALLOWABLE COSTS AND PAYMENTS (Verbatim)

A. CONSULTANT will be reimbursed for hours worked at the hourly rates specified in CONSULTANTs Cost Proposal (Attachment Number). The specified hourly rates shall include direct salary costs, employee benefits, overhead, and fee. These rates are not adjustable for the performance period set forth in this Contract.

B. In addition, CONSULTANT will be reimbursed for incurred (actual) direct costs other than salary costs that are in the cost proposal and identified in the cost proposal and in the executed Task Order.

C. Specific projects will be assigned to CONSULTANT through issuance of Task Orders.

D. After a project to be performed under this contract is identified by LOCAL AGENCY, LOCAL AGENCY will prepare a draft Task Order; less the cost estimate. A draft Task Order will identify the scope of services, expected results, project deliverables, period of performance, project schedule and will designate a LOCAL AGENCY Project Coordinator. The draft Task Order will be delivered to CONSULTANT for review. CONSULTANT shall return the draft Task Order within ten (10) calendar days along with a Cost Estimate, including a written estimate of the number of hours and hourly rates per staff person, any anticipated reimbursable expenses, overhead, fee if any, and total dollar amount. After agreement has been reached on the negotiable items and total cost; the finalized Task Order shall be signed by both LOCAL AGENCY and CONSULTANT.

E. Task Orders may be negotiated for a lump sum (Firm Fixed Price) or for specific rates of compensation, both of which must be based on the labor and other rates set forth in CONSULTANT's Cost Proposal.

F. Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the approved Cost Proposal.

G. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such estimate.

H. Progress payments for each Task Order will be made monthly in arrears based on services provided and actual costs incurred.

I. CONSULTANT shall not commence performance of work or services until this contract has been approved by LOCAL AGENCY, and notification to proceed has been issued by LOCAL AGENCY'S Contract Administrator. No payment will be made prior to approval or for any work performed prior to approval of this contract.

J. A Task Order is of no force or effect until returned to LOCAL AGENCY and signed by an authorized representative of LOCAL AGENCY. No expenditures are authorized on a project and work shall not commence until a Task Order for that project has been executed by LOCAL AGENCY.

K. CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit upon receipt by LOCAL AGENCY'S Contract Administrator of itemized invoices in triplicate. Separate invoices itemizing all costs are required for all work performed under each Task Order. Invoices shall be submitted no later than 45 calendar days after the performance of work for which CONSULTANT is billing, or upon completion of the Task Order. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number, project title and Task Order number. Credits due LOCAL AGENCY that include any equipment purchased under the provisions of Article XI Equipment Purchase of this contract, must be reimbursed by CONSULTANT prior to the expiration or termination of this contract. Invoices shall be mailed to LOCAL AGENCY'S Contract Administrator at the following address:

City of Sacramento
Department of Public Works
Mr. Jose Ledesma
915 I Street Room 2000
Sacramento, California. 95814

L. The period of performance for Task Orders shall be in accordance with dates specified in the Task Order. No Task Order will be written which extends beyond the expiration date of this Contract.

M. The total amount payable by LOCAL AGENCY for an individual Task Order shall not exceed the amount agreed to in the Task Order, unless authorized by contract amendment.

N. If the Consultant fails to satisfactorily complete a deliverable according to the schedule set forth in a Task Order, no payment will be made until the deliverable has been satisfactorily completed.

O. Task Orders may not be used to amend this Agreement and may not exceed the scope of work under this Agreement.

P. The total amount payable by LOCAL AGENCY for all Task Orders resulting from this contract shall not exceed \$ 491,488.49 . It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under this contract through Task Orders.

Q. All subcontracts in excess of \$25,000 shall contain the above provisions.

ARTICLE VI TERMINATION (Verbatim)

A. LOCAL AGENCY reserves the right to terminate this contract upon thirty (30) calendar days written notice to CONSULTANT with the reasons for termination stated in the notice.

B. LOCAL AGENCY may terminate this contract with CONSULTANT should CONSULTANT fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, LOCAL AGENCY may proceed with the work in any manner deemed proper by LOCAL AGENCY. If LOCAL AGENCY terminates this contract with CONSULTANT, LOCAL AGENCY shall pay CONSULTANT the sum due to CONSULTANT under this contract prior to termination, unless the cost of completion to LOCAL AGENCY exceeds the funds remaining in the contract. In which case the overage shall be deducted from any sum due CONSULTANT under this contract and the balance, if any, shall be paid to CONSULTANT upon demand.

C. The maximum amount for which the Government shall be liable if this contract is terminated is \$500 dollars.

ARTICLE VII COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS (Verbatim)

A. CONSULTANT agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items.

B. CONSULTANT also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

C. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 49 CFR, Part 18 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by CONSULTANT to LOCAL AGENCY.

D. All subcontracts in excess of \$25,000 shall contain the above provisions.

ARTICLE VIII RETENTION OF RECORDS/AUDIT (Verbatim)

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; CONSULTANT, subconsultants, and LOCAL AGENCY 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, LOCAL AGENCY, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of CONSULTANT and its certified public accountants (CPA) work papers that are pertinent to the contract and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. Subcontracts in excess of \$25,000 shall contain this provision.

ARTICLE IX AUDIT REVIEW PROCEDURES (Verbatim)

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 LOCAL AGENCY'S Chief Financial Officer.

B. Not later than 30 days after issuance of the final audit report, CONSULTANT may request a review by LOCAL AGENCY'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 LOCAL AGENCY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this contract. *(The following AUDIT CLAUSE must be inserted into all contracts of \$150,000 or greater)*

D. CONSULTANT and subconsultant contracts, including cost proposals and 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 CPA ICR audit work paper review. If selected for audit or review, the contract, cost proposal and ICR and related work papers, 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 work paper review it is CONSULTANT's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The contract, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by LOCAL AGENCY contract manager to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the contract by this reference if directed by LOCAL AGENCY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, state or local governments have access to CPA work papers, will be considered a breach of contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

ARTICLE X SUBCONTRACTING (Verbatim)

A. Nothing contained in this contract or otherwise, shall create any contractual relation between LOCAL AGENCY and any subconsultant(s), and no subcontract shall relieve CONSULTANT of its responsibilities and obligations hereunder. CONSULTANT agrees to be as fully responsible to LOCAL AGENCY for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by CONSULTANT. CONSULTANT's obligation to pay its subconsultant(s) is an independent obligation from LOCAL AGENCY'S obligation to make payments to the CONSULTANT.

B. CONSULTANT 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 LOCAL AGENCY's Contract Administrator, except that, which is expressly identified in the approved Cost Proposal.

C. CONSULTANT shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to CONSULTANT by LOCAL AGENCY.

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

E. Any substitution of subconsultant(s) must be approved in writing by LOCAL AGENCY's Contract Administrator prior to the start of work by the subconsultant(s).

ARTICLE XI EQUIPMENT PURCHASE (Verbatim)

A. Prior authorization in writing, by LOCAL AGENCY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.

B. For purchase of any item, service or consulting work not covered in CONSULTANT's Cost Proposal and exceeding \$5,000 prior authorization by LOCAL AGENCY's Contract Administrator; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.

C. Any equipment purchased as a result of this contract is subject to the following:

"CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, LOCAL AGENCY shall receive a proper refund or credit at the conclusion of the contract, or if the contract is terminated, CONSULTANT may either keep the equipment and credit LOCAL AGENCY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established LOCAL AGENCY procedures; and credit LOCAL AGENCY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by LOCAL AGENCY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by LOCAL AGENCY." 49 CFR, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.

D. All subcontracts in excess \$25,000 shall contain the above provisions.

ARTICLE XII STATE PREVAILING WAGE RATES (Verbatim)

A. CONSULTANT shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.

B. Any subcontract entered into as a result of this contract, if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article.

C. When prevailing wages apply to the services described in the scope of work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.

ARTICLE XIII CONFLICT OF INTEREST (Verbatim)

A. CONSULTANT shall disclose any financial, business, or other relationship with LOCAL AGENCY that may have an impact upon the outcome of this contract, or any ensuing LOCAL AGENCY construction project. CONSULTANT shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing LOCAL AGENCY construction project, which will follow.

B. CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this contract.

C. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

D. CONSULTANT hereby certifies that neither CONSULTANT, its employees, nor any firm affiliated with CONSULTANT providing services on this project prepared the Plans, Specifications, and Estimate for any construction project included within this contract. An affiliated firm is one, which is subject to the control of the same persons through joint- ownership, or otherwise.

E. CONSULTANT further certifies that neither CONSULTANT, nor any firm affiliated with CONSULTANT, will bid on any construction subcontracts included within the construction contract. Additionally, CONSULTANT certifies that no person working under this contract is also employed by the construction contractor for any project included within this contract.

F. Except for subconsultants whose services are limited to materials testing, no subconsultant who is providing service on this contract shall have provided services on the design of any project included within this contract.

ARTICLE XIV REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION (Verbatim)

CONSULTANT warrants that this contract was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any LOCAL AGENCY employee. For breach or violation of this warranty, LOCAL AGENCY 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.

ARTICLE XV PROHIBITION OF EXPENDING LOCAL AGENCY STATE OR FEDERAL FUNDS FOR LOBBYING (Verbatim)

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

1. No state, federal or local agency appropriated funds have been paid, or will be paid by-or-on behalf of CONSULTANT 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; CONSULTANT 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, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

C. CONSULTANT 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.

ARTICLE XVI STATEMENT OF COMPLIANCE

A. CONSULTANT's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that CONSULTANT has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.

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

C. The Consultant shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49 Code of Federal Regulations, Part 21 - Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that

the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the state of California shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

D. The Consultant, with regard to the work performed by it during the Agreement shall act in accordance with Title VI. Specifically, the Consultant shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of Subconsultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the Agreement covers a program whose goal is employment.

ARTICLE XVII DEBARMENT AND SUSPENSION CERTIFICATION

A. CONSULTANT's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that CONSULTANT has complied with Title 2 CFR, Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (nonprocurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to LOCAL AGENCY.

B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONSULTANT responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.

C. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal highway Administration.

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

Two Rivers Trail (Phase I) Project

| | GEI | | Quincy | | cbcc | | Area West | | Hours | Total Cost |
|---|-------|---------------|--------|---------------|-------|--------------|-----------|--------------|-------|---------------|
| | Hours | Total Cost | Hours | Total Cost | Hours | Total Cost | Hours | Total Cost | | |
| Task 1. Project Management | 200 | \$ 39,620.66 | 40 | \$ 6,433.20 | 20 | \$ 3,633.18 | 0 | \$ - | 260 | \$ 49,687.04 |
| Task 1 Subtotal | 200 | \$ 39,620.66 | 40 | \$ 6,433.20 | 20 | \$ 3,633.18 | 0 | \$ - | 260 | \$ 49,687.04 |
| Task 2. Data Collection, Mapping, Surveys, ROW | 107 | \$ 14,182.55 | 4 | \$ 523.38 | 0 | \$ - | 246 | \$ 19,137.04 | 0 | \$ 33,842.95 |
| Subtask 2.1 Enviro Surveys | 0 | \$ - | 0 | \$ - | 232 | \$ 36,030.71 | 0 | \$ - | 232 | \$ 36,030.71 |
| Subtask 2.2 Hydro Model Assesmt | 107 | \$ 14,182.55 | 4 | \$ 523.38 | 232 | \$ 36,030.71 | 246 | \$ 19,137.04 | 589 | \$ 69,873.66 |
| Task 3. Public and Stakeholder Outreach | 72 | \$ 10,893.10 | 0 | \$ - | 6 | \$ 1,261.82 | 0 | \$ - | 78 | \$ 12,154.92 |
| Task 3 Subtotal | 72 | \$ 10,893.10 | 0 | \$ - | 6 | \$ 1,261.82 | 0 | \$ - | 78 | \$ 12,154.92 |
| Task 4. Prelim. Engineering | 0 | \$ - | 68 | \$ 10,495.11 | 0 | \$ - | 0 | \$ - | 0 | \$ 10,495.11 |
| Subtask 4.1 Coordination | 40 | \$ 7,578.71 | 338 | \$ 50,059.95 | 244 | \$ 36,040.20 | 0 | \$ - | 642 | \$ 93,638.84 |
| Subtask 4.2 Trail Alt. (10% design) | 0 | \$ - | 232 | \$ 30,765.96 | 0 | \$ - | 0 | \$ - | 232 | \$ 30,765.96 |
| Subtask 4.3 Geometric Approval Drawings (20% design) | 0 | \$ - | 280 | \$ 38,106.89 | 0 | \$ - | 0 | \$ - | 280 | \$ 38,106.89 |
| Subtask 4.4 Project Report | 40 | \$ 7,578.71 | 938 | \$ 129,410.89 | 244 | \$ 36,040.20 | 0 | \$ - | 1,222 | \$ 173,029.80 |
| Task 4 Subtotal | 40 | \$ 7,578.71 | 938 | \$ 129,410.89 | 244 | \$ 36,040.20 | 0 | \$ - | 1,222 | \$ 173,029.80 |
| Task 5. NEPA/CEQA | 0 | \$ - | 68 | \$ 10,956.44 | 0 | \$ - | 0 | \$ - | 0 | \$ 10,956.44 |
| Subtask 5.1 Update PES/APE/Project Description | 406 | \$ 54,679.80 | 44 | \$ 6,832.28 | 0 | \$ - | 323 | \$ 29,319.71 | 773 | \$ 90,831.79 |
| Subtask 5.2 Update/Prepare Caltrans Technical Studies | 388 | \$ 58,095.64 | 96 | \$ 15,459.68 | 20 | \$ 3,396.83 | 0 | \$ - | 504 | \$ 76,952.17 |
| Subtask 5.3 Complete CEQA and Caltrans NEPA Process | 794 | \$ 113,775.44 | 208 | \$ 33,205.40 | 20 | \$ 3,396.83 | 323 | \$ 29,319.71 | 1,345 | \$ 178,200.40 |
| Task 5 Subtotal | 1,213 | \$ 185,050.44 | 1,190 | \$ 169,575.87 | 522 | \$ 80,362.75 | 569 | \$ 48,656.75 | 3,494 | \$ 483,445.81 |
| Total | | | | | | | | | | |
| Other Direct Costs | | | | | | | | | | |
| Reproduction/Printing | | \$ 500.00 | | \$ 2,500.00 | | \$ 300.00 | | \$ 187.00 | | \$ 3,387.00 |
| Shipping/Postage | | \$ 200.00 | | \$ 200.00 | | \$ 162.00 | | \$ 319.68 | | \$ 781.68 |
| Travel | | \$ 700.00 | | \$ 324.00 | | \$ 162.00 | | \$ 319.68 | | \$ 1,405.68 |
| Record Search | | \$ 1,200.00 | | \$ 450.00 | | \$ - | | \$ - | | \$ 1,650.00 |
| Mylar As-builts | | \$ - | | \$ - | | \$ - | | \$ - | | \$ - |
| GPS Equipment Charge | | \$ - | | \$ - | | \$ - | | \$ - | | \$ - |
| ODC Subtotal | | \$ 2,600.00 | | \$ 3,274.00 | | \$ 462.00 | | \$ 1,706.68 | | \$ 7,042.68 |
| Disadvantaged Business Enterprise (DBE) | | | | | | | | | | |
| Percentage of Total | | \$ 187,650.44 | | \$ 172,849.87 | | \$ 80,824.75 | | \$ 50,654.43 | | \$ 491,888.49 |
| Grand Total | | \$ 187,650.44 | | \$ 172,849.87 | | \$ 80,824.75 | | \$ 50,654.43 | | \$ 491,888.49 |

| Staff Name and/or Classification | Brent Lemon Sr. Eng. | Kerry Thronk Cont'l. Review | Roy Weiss Env. Manager | Garrett McLaughlin Sr. Eng. | Carla Silva Design Eng. | Philip Chiuw Sr. Designer | Philip Chiuw Asst. Eng. | Hours Subtotal | OH + Fringe 154.16% | Profit 7% | Total Cost |
|--|----------------------|-----------------------------|------------------------|-----------------------------|-------------------------|---------------------------|-------------------------|----------------|---------------------|--------------|---------------|
| Hourly Rate | \$ 76.70 | \$ 64.80 | \$ 59.00 | \$ 97.60 | \$ 49.30 | \$ 48.00 | \$ 36.60 | | \$ 2,386.00 | \$ 3,622.24 | \$ 6,433.20 |
| Hours | 0 | 0 | 40 | 40 | 0 | 0 | 0 | 40 | 40 | 40 | 420.86 |
| Task 1: Project Management | | | | | | | | | | | |
| Task 1 Subtotal | | | | | | | | | | | \$ 6,433.20 |
| Task 2: Data Collection, Mapping | | | | | | | | | | | |
| Subtask 2.1 Earth Surveys | | | | | | | 4 | 4 | \$ 192.00 | \$ 297.14 | \$ 424.24 |
| Subtask 2.2 Hydro Model Assesment | | | | | | | 4 | 4 | \$ 192.00 | \$ 297.14 | \$ 424.24 |
| Task 2 Subtotal | | | | | | | | | | | \$ 828.38 |
| Task 3: Public and Stakeholder Outreach | | | | | | | | | | | |
| Task 3 Subtotal | | | | | | | | | | | \$ - |
| Task 4: Public Engineering | | | | | | | | | | | |
| Subtask 4.1 Continuation | 16 | | | 20 | 24 | | | 8 | \$ 68 | \$ 3,851.20 | \$ 5,890.12 |
| Subtask 4.2 Trail All (10% design) | 20 | 10 | 8 | 60 | 180 | 40 | 40 | 358 | \$ 18,357.00 | \$ 28,409.29 | \$ 50,039.83 |
| Subtask 4.3 Geomatic Approval | 12 | 4 | 8 | 32 | 96 | 12 | 88 | 238 | \$ 1,256.40 | \$ 17,466.83 | \$ 2,012.73 |
| Drawing (10% design) | 12 | 4 | 8 | 32 | 96 | 12 | 88 | 238 | \$ 1,256.40 | \$ 17,466.83 | \$ 2,012.73 |
| Subtask 4.4 Project Report | 79 | 14 | 24 | 180 | 448 | 62 | 180 | 583 | \$ 47,424.00 | \$ 72,670.76 | \$ 8,665.13 |
| Task 4 Subtotal | | | | | | | | | | | \$ 128,710.89 |
| Task 5: PER/PE/CEQA | | | | | | | | | | | |
| Subtask 5.1 Update | | | 88 | | | | | 88 | \$ 4,012.00 | \$ 6,208.87 | \$ 7,154.7 |
| Subtask 5.2 Update/Prepare | | | 40 | | | | 4 | 44 | \$ 2,506.40 | \$ 3,878.90 | \$ 4,465.37 |
| Collum Technical Studies | | | 96 | | | | | 96 | \$ 5,664.00 | \$ 8,715.61 | \$ 1,010.07 |
| Subtask 5.3 Complete CEQA and | | | 36 | | | | | 36 | \$ 1,731.60 | \$ 2,685.48 | \$ 312.25 |
| Task 5 Subtotal | | | | | | | | | | | \$ 15,938.87 |
| Total | | | | | | | | | | | \$ 189,876.87 |
| Total Cost | | | | | | | | | | | \$ 189,876.87 |
| Other Direct Costs | | | | | | | | | | | \$ 2,300.00 |
| Printing/Reproduction | | | | | | | | | | | \$ 200.00 |
| Shipping/Freight | | | | | | | | | | | \$ 450.00 |
| Message | | | | | | | | | | | \$ 450.00 |
| Other Subtotal (O&B/Travel) | | | | | | | | | | | \$ 2,300.00 |
| O&B Subtotal | | | | | | | | | | | \$ 2,300.00 |
| Grand Total | | | | | | | | | | | \$ 178,849.87 |

Two Rivers Trail (Phase II) Project
Project # K15125000

| cdec eco engineering, inc. | | | | | | | | | | | | | |
|---|----------------------------|-----------------------|-------------------------|-----------------|----------------|--------------|------------------|-------------|--------------|--|--|--|--|
| Agreement #1: Project Approvals/Environmental Documentation (PAVED) | | | | | | | | | | | | | |
| Staff Name and or Classification | Chris Hammersmark Director | Sam Diaz Sr. Eco-Eng. | Rusty Barker Eco-Eng. I | Admin Assistant | Hours Subtotal | Labor Costs | OH + Fringe 192% | Profit 7% | Total Cost | | | | |
| Task 1. Project Management | | | | | | | | | | | | | |
| Hourly Rate | \$ 77.72 | \$ 48.56 | \$ 39.90 | \$ 38.50 | | | | | | | | | |
| Hours | 4 | 12 | 0 | 0 | 20 | \$ 1,162.84 | \$ 2,232.65 | \$ 237.68 | \$ 3,633.18 | | | | |
| Task 1 Subtotal | 4 | 12 | 0 | 0 | 20 | \$ 1,162.84 | \$ 2,232.65 | \$ 237.68 | \$ 3,633.18 | | | | |
| Task 2. Data Collection, Mapping, Surveys, ROW | | | | | | | | | | | | | |
| Subtask 2.1 Enviro Surveys | 20 | 44 | 104 | 24 | 232 | \$ 11,532.04 | \$ 22,141.52 | \$ 2,357.15 | \$ 36,030.71 | | | | |
| Subtask 2.2 Hydro Model Assesmt | 20 | 44 | 104 | 24 | 232 | \$ 11,532.04 | \$ 22,141.52 | \$ 2,357.15 | \$ 36,030.71 | | | | |
| Task 2 Subtotal | 40 | 88 | 208 | 48 | 464 | \$ 23,064.08 | \$ 44,283.04 | \$ 4,714.30 | \$ 72,061.42 | | | | |
| Task 3. Public and Stakeholder Outreach | | | | | | | | | | | | | |
| Hours | 0 | 6 | 0 | 0 | 6 | \$ 403.86 | \$ 775.41 | \$ 82.55 | \$ 1,261.82 | | | | |
| Task 3 Subtotal | 0 | 6 | 0 | 0 | 6 | \$ 403.86 | \$ 775.41 | \$ 82.55 | \$ 1,261.82 | | | | |
| Task 4. Prelim. Engineering | | | | | | | | | | | | | |
| Subtask 4.1 Coordination | 14 | 36 | 152 | 8 | 244 | \$ 11,535.08 | \$ 22,147.35 | \$ 2,357.77 | \$ 36,040.20 | | | | |
| Subtask 4.2 Trail Alt. (10% design) | | | | | | | | | | | | | |
| Subtask 4.3 Geometric Approval Drawings (20% design) | | | | | | | | | | | | | |
| Subtask 4.4 Project Report | | | | | | | | | | | | | |
| Task 4 Subtotal | 14 | 36 | 152 | 8 | 244 | \$ 11,535.08 | \$ 22,147.35 | \$ 2,357.77 | \$ 36,040.20 | | | | |
| Task 5. NEPA/CEQA | | | | | | | | | | | | | |
| Subtask 5.1 Update PES/APE/Project Description | | | | | | | | | | | | | |
| Hours | 0 | | | | 0 | \$ - | \$ - | \$ - | \$ - | | | | |
| Subtask 5.3 Complete CEQA and Caltrans NEPA Process | | | | | | | | | | | | | |
| Hours | 0 | | | | 0 | \$ - | \$ - | \$ - | \$ - | | | | |
| Task 5 Subtotal | 0 | | | | 0 | \$ - | \$ - | \$ - | \$ - | | | | |
| Total | \$ 3,108.80 | \$ 6,327.14 | \$ 4,758.88 | \$ 10,284.20 | \$ 1,232.00 | \$ 25,721.02 | \$ 49,384.36 | \$ 5,257.98 | \$ 80,362.75 | | | | |
| Other Direct Costs | | | | | | | | | | | | | |
| Travel - Mileage | | | | | | | | | \$ 134.00 | | | | |
| Travel - Parking | | | | | | | | | \$ 28.00 | | | | |
| Printing/Reproduction | | | | | | | | | \$ 300.00 | | | | |
| ODC Subtotal | | | | | | | | | \$ 462.00 | | | | |
| Grand Total | | | | | | | | | \$ 80,824.75 | | | | |

Two Rivers Trail (Phase II) Project
Project # K15125000

| Area West Environmental | | | | | | | | | | | | | |
|---|--|------------------------------------|-------------------------|--------------------------------------|--------------------------|---------------------------------|------------------------------|-----------|-----------|-------------|---------------------|-----------|--------------|
| Agreement #1: Project Approvals/Environmental Documentation (PA/ED) | | | | | | | | | | | | | |
| Staff Name and or Classification | Michelle Tovar Permit Specialist/Sr. Biologist | Mark Noyes Biologist III/ Botanist | Callen Keller Biologist | Art Richardson Biologist/ Technician | Sam Price GIS Specialist | Ericka Hecox Project Accountant | Jared Miller Admin Assistant | Hours | Subtotal | Labor Costs | OH + Fringe 170.74% | Profit 7% | Total Cost |
| Actual Base Hourly Rate | \$ 58.00 | \$ 32.00 | \$ 18.00 | \$ 20.00 | \$ 23.00 | \$ 25.00 | \$ 12.00 | | | | | | |
| Task 1. Project Management | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Task 1 Subtotal | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Task 2. Data Collection, Mapping, Surveys, ROW | | | | | | | | | | | | | |
| Subtask 2.1 Enviro Surveys | 4 | 16 | 80 | 64 | 64 | 18 | | 246 | 6,606.00 | 11,279.08 | 1,251.96 | 19,137.04 | |
| Subtask 2.2 Hydro Model Assesmt | | | | | | | | 0 | 0 | 0 | 0 | 0 | |
| Task 2 Subtotal | 4 | 16 | 80 | 64 | 64 | 18 | 0 | 246 | 6,606.00 | 11,279.08 | 1,251.96 | 19,137.04 | |
| Task 3. Public and Stakeholder Outreach | | | | | | | | | | | | | |
| Task 3 Subtotal | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| Task 4. Prelim. Engineering | | | | | | | | | | | | | |
| Subtask 4.1 Coordination | | | | | | | | 0 | 0 | 0 | 0 | 0 | |
| Subtask 4.2 Trail Alt. (19% design) | | | | | | | | 0 | 0 | 0 | 0 | 0 | |
| Subtask 4.3 Geometric Approval Drawings (20% design) | | | | | | | | 0 | 0 | 0 | 0 | 0 | |
| Subtask 4.4 Project Report | | | | | | | | 0 | 0 | 0 | 0 | 0 | |
| Task 4 Subtotal | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| Task 5. NEPA/CEQA | | | | | | | | | | | | | |
| Subtask 5.1 Update PES/APE/Project Description | | | | | | | | 0 | 0 | 0 | 0 | 0 | |
| Subtask 5.2 Update/Prepare Caltrans Technical Studies | 32 | 40 | 72 | 126 | 32 | 5 | 16 | 323 | 10,121.00 | 17,280.60 | 1,918.11 | 29,319.71 | |
| Subtask 5.3 Complete CEQA and Caltrans NEPA Process | | | | | | | | 0 | 0 | 0 | 0 | 0 | |
| Task 5 Subtotal | 32 | 40 | 72 | 126 | 32 | 5 | 16 | 323 | 10,121.00 | 17,280.60 | 1,918.11 | 29,319.71 | |
| Total Labor | 36 | 56 | 152 | 190 | 64 | 50 | 16 | 569 | 16,727.00 | 28,559.68 | 3,170.07 | 48,456.75 | |
| Total Cost | \$ 2,448.00 | \$ 3,248.00 | \$ 4,884.00 | \$ 5,420.00 | \$ 1,280.00 | \$ 1,150.00 | \$ 125.00 | \$ 182.00 | | | | | |
| Other Direct Costs | | | | | | | | | | | | | |
| Reproduction/Printing | | | | | | | | | | | | | \$ 187.00 |
| Travel - Mileage | | | | | | | | | | | | | \$ 279.68 |
| Travel - Parking | | | | | | | | | | | | | \$ 40.00 |
| GPS Equipment Charge | | | | | | | | | | | | | \$ 1,200.00 |
| ODC Subtotal | | | | | | | | | | | | | \$ 1,706.68 |
| Grand Total | | | | | | | | | | | | | \$ 50,163.43 |

CITY OF SACRAMENTO 10-H FORM

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

CONTRACTOR Name: GEI Consultants, Inc.

Date: 8/11/2016

Project Name: Two Rivers Trail (Phase II) Project

Project #: K15125000

Fringe Benefit % 88.00% + *Overhead % 107.93% = Combined % 195.93%

Profit %: 7.00%
 (Actual Base Hourly Rate Paid to Employee + (Actual Base Hourly Rate Paid to Employee x Combined %)) = A
 A x Profit % = B A + B = Actual Fully Loaded Hourly Rate

| Key Staff | Prevailing Wage | Classification | Name | Actual Base Hourly Rate Paid to Employee For Reference Only (Does not include any Fringe or OH) | Actual Fully Loaded Hourly Rate For Reference Only (Includes Fringe, OH & Profit) | Approved Flat Hourly Billing Rate |
|-----------|-----------------|--|--------------------------|---|---|-----------------------------------|
| | | Principal Engineer | Alberto Pujol | \$92.76 | \$293.72 | \$293.72 |
| | | Senior Environmental Planner | Andrea Shaphard | \$59.00 | \$186.82 | \$186.82 |
| | | Senior Wildlife Biologist | Anne King | \$49.76 | \$157.56 | \$157.56 |
| | | Project Engineer | Autumn Eberhardt | \$36.84 | \$116.65 | \$116.65 |
| | | Senior Archaeologist | Barry Scott | \$62.52 | \$197.97 | \$197.97 |
| | | Document Specialist | Charisse Case | \$33.68 | \$106.65 | \$106.65 |
| | | Senior Regulatory Specialist | Cindy Davis | \$67.32 | \$213.17 | \$213.17 |
| | | Senior Archaeologist | Denise Jurich | \$55.32 | \$175.17 | \$175.17 |
| | | Staff Biologist | Devin Barry | \$28.88 | \$91.45 | \$91.45 |
| x | | Senior Environmental Planner/Project Manager | Drew Sutton | \$45.68 | \$144.84 | \$144.84 |
| | | Senior Restoration Ecologist | Emily Tozzi | \$45.80 | \$145.02 | \$145.02 |
| | | Senior Regulatory Specialist | Eric Hlain | \$51.80 | \$164.02 | \$164.02 |
| | | Senior Environmental Planner | Erica Bishop | \$41.36 | \$130.96 | \$130.96 |
| x | | Project Principal | Francine Dunn | \$89.20 | \$282.45 | \$282.45 |
| | | Senior Geologist | Graham Bradner | \$72.48 | \$229.50 | \$229.50 |
| | | Project Assistant | Hannah Dunn | \$18.00 | \$57.00 | \$57.00 |
| | | Geo-Archaeologist | James Mayer | \$41.84 | \$132.48 | \$132.48 |
| | | Senior Restoration Ecologist | Jennifer Burt | \$50.00 | \$158.32 | \$158.32 |
| | | Project Archaeologist | Jesse Martinez | \$40.38 | \$127.86 | \$127.86 |
| | | Senior Wildlife Biologist | Kelly Fitzgerald-Holland | \$50.52 | \$159.97 | \$159.97 |
| | | Senior Environmental Scientist | Lorraine White | \$70.44 | \$223.04 | \$223.04 |
| | | Senior Restoration Ecologist | Lynn Hermansen | \$52.00 | \$164.66 | \$164.66 |
| | | Senior Historian | Madeline Bowen | \$44.96 | \$142.38 | \$142.38 |
| | | Graphic Specialist | Marla Paacoal | \$36.20 | \$114.63 | \$114.63 |
| | | Senior Historian | Mark Bowen | \$60.12 | \$190.37 | \$190.37 |
| | | Senior Air Quality/Acoustical Engineer | Martha Moore | \$64.96 | \$205.69 | \$205.69 |
| | | Senior Hydrogeologist | Nicholas Recchia | \$80.36 | \$191.13 | \$191.13 |
| | | Senior Regulatory Specialist | Nick Tomera | \$51.48 | \$163.01 | \$163.01 |
| | | Architectural Historian | Patricia Ambacher | \$36.08 | \$114.25 | \$114.25 |
| | | Staff Engineer | Richard Keizer | \$35.60 | \$112.73 | \$112.73 |
| | | Senior Engineer | Robble Jaeger | \$44.24 | \$140.08 | \$140.08 |
| | | Senior Regulatory Specialist | Sarah Bennett | \$51.80 | \$164.02 | \$164.02 |
| | | Senior GIS Specialist | Sarah Troedson | \$44.08 | \$139.58 | \$139.58 |
| | | Landscape Designer | Stephen Ramirez | \$38.48 | \$121.85 | \$121.85 |
| | | Senior Ecologist | Steven Chainey | \$68.00 | \$215.32 | \$215.32 |
| | | Senior Ecologist | Vance Howard | \$55.48 | \$175.67 | \$175.67 |
| | | Environmental Planner | Wendy Copeland | \$38.48 | \$121.85 | \$121.85 |
| | | Staff Biologist | Brook Constantz | \$21.60 | \$68.40 | \$68.40 |
| | | Senior Environmental Project Manager | Phil Dunn | \$89.52 | \$315.13 | \$315.13 |
| | | Staff Cultural Resources Specialist | Karen Gardner | \$30.00 | \$94.99 | \$94.99 |
| | | Staff Cultural Resources Specialist | Jessica Jones | \$24.00 | \$75.99 | \$75.99 |
| | | Staff Biologist | Elliot Langlois | \$30.00 | \$94.99 | \$94.99 |
| | | Staff Cultural Resources Specialist | Julie Minor Sage | \$28.00 | \$88.66 | \$88.66 |
| | | Senior Conservation Planner | Brady Moss | \$52.92 | \$167.57 | \$167.57 |
| | | GIS Specialist | Karen Miller | \$33.60 | \$106.39 | \$106.39 |
| | | GIS Specialist | Ryan Snyder | \$27.40 | \$86.76 | \$86.76 |
| | | | | | \$0.00 | \$0.00 |

| Other Direct Costs (ODC) Items and Rates | Estimated ODC Budgets Shall Be Included in Cost Proposal | Description | Rate |
|--|--|-----------------------|------------------|
| | | Reproduction/Printing | At cost |
| | | Travel - Mileage | Current IRS rate |
| | | Travel - Parking | At cost |
| | | Record Search | At cost |
| | | Shipping/Postage | At cost |
| | | | |

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

CONTRACTOR Name: cbec, inc. Date: 8/12/2016

Project Name: Two Rivers Trail (Phase II)

Project #: K15125000

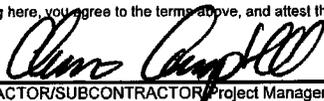
Fringe Benefit % + *Overhead % = Combined %
 51.00% 141.00% 192.00%

Profit %: 7.00%
 [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 but by classification only, a current payroll document identifying their actual base hourly rate shall be provided with every invoice where an unlisted staff bills time. 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. For staff not listed by name but by classification only, the reimbursement will not exceed the approved flat hourly billing rate for that classification. 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., named Project Manager, 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, new classifications, or addition of a SUBCONTRACTOR not previously listed on the approved 10-H Form(s) shall require written approval from the CITY. No work shall commence until the approval is provided by the CITY. 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.
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.
7. Local transportation costs resulting from commuting to and from the employee's residence to the office or 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

Chris Campbell

Approved with Supplement # (type Original if it is the Original): Original
 CONTRACTOR Name: Quincy Engineering, Inc. Date: 8/10/2016
 Project Name: Two Rivers Trail (Phase II) Project
 Project #: K15125000

Fringe Benefit % + *Overhead % = Combined %
 37.87% + 116.89% = 154.76%
 Profit %: 7.00%
 [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 |
|-----------|-----------------|----------------|------|---|---|-----------------------------------|
|-----------|-----------------|----------------|------|---|---|-----------------------------------|

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



CONTRACTOR/SUBCONTRACTOR Project Manager's Signature

R. Brent Lemon

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

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

Certification of Final Indirect Costs:

Consultant Firm Name: GEJ Consultants, Inc.

Indirect Cost Rate: 195.93% * for fiscal period 1/1/16-12/31/16 (mm/dd/yyyy to mm/dd/yyyy)

*Fiscal period covered for Indirect Cost Rate developed (not the contract period).

Local Government: City of Sacramento

Contract Number: _____ Project Number: K15125000

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

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

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

Certification of Financial Management System:

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

Certification of Dollar Amount for all A&E Contracts:

I, the undersigned, certify that the approximate dollar amount of all A&E contracts awarded by Caltrans or a California local agency to this firm within the last three (3) calendar years for all State DOT and Local Agencies is \$75 million* and the number of states in which the firm does business is 20.

*** This amount includes \$37,428.00 in 2013 and 2014 for transportation-related project work.**

Certification of Direct Costs:

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

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

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

Certification of Final Indirect Costs:

Consultant Firm Name: Area West Environmental, Inc.

Indirect Cost Rate: 170.74% * for fiscal period 01/01/15-12/31/15

*Fiscal period covered for Indirect Cost Rate developed (not the contract period).

Local Government: City of Sacramento

Contract Number: _____ Project Number: K15125000

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

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

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

Certification of Financial Management System:

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

Certification of Dollar Amount for all A&E Contracts:

I, the undersigned, certify that the approximate dollar amount of all A&E contracts awarded by Caltrans or a California local agency to this firm within the last three (3) calendar years for all State DOT and Local Agencies is \$ 2,122,068.00 and the number of states in which the firm does business is 1.

Certification of Direct Costs:

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

Consultant Certification of Contract Costs and Financial Management System

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

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

Subconsultants (if applicable)

Proposed Contract Amount (or amount not to exceed if on-call contract): \$ 50,163.43

Prime Consultants (if applicable)

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

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

| | |
|-------|----------|
| _____ | \$ _____ |
| _____ | \$ _____ |
| _____ | \$ _____ |
| _____ | \$ _____ |
| _____ | \$ _____ |

Consultant Certifying (Print Name and Title):

Name: Becky Rozumowicz

Title: President

Consultant Certification Signature **: *Becky Rozumowicz*

Date of Certification (mm/dd/yyyy): 08/09/2016

Consultant Contact Information:

Email: becky@areawest.net

Phone number: (916)987-3362

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

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

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

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

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

Certification of Final Indirect Costs:

Consultant Firm Name: Quincy Engineering, Inc.

Indirect Cost Rate: 154.76% * for fiscal period 07/01/2016 - 12/31/2016

*Fiscal period covered for Indirect Cost Rate developed (not the contract period).

Local Government: City of Sacramento

Contract Number: Project Number: K15125000

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

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

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

Certification of Financial Management System:

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

Certification of Dollar Amount for all A&E Contracts:

I, the undersigned, certify that the approximate dollar amount of all A&E contracts awarded by Caltrans or a California local agency to this firm within the last three (3) calendar years for all State DOT and Local Agencies is \$ 57,223,000.00 and the number of states in which the firm does business is 6.

Certification of Direct Costs:

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

Consultant Certification of Contract Costs and Financial Management System

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

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

Subconsultants (if applicable)

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

Prime Consultants (if applicable)

Proposed Total Contract Amount (or amount not to exceed if on-call contract): \$ 172,849.87

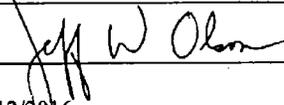
Prime, list all subconsultants and proposed subcontract dollar amounts (attach additional page if necessary):

| | |
|-------|----------|
| _____ | \$ _____ |
| _____ | \$ _____ |
| _____ | \$ _____ |
| _____ | \$ _____ |
| _____ | \$ _____ |

Consultant Certifying (Print Name and Title):

Name: Jeff W. Olson, PE

Title: Chief Financial Officer

Consultant Certification Signature **: 

Date of Certification (mm/dd/yyyy): 07/12/2016

Consultant Contact Information:

Email: jeffo@quincyeng.com

Phone number: (916) 368-9181

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

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

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

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

Certification of Final Indirect Costs:

Consultant Firm Name: cbec, inc.

Indirect Cost Rate: 192% * for fiscal period 01/01/2015 to 12/31/2015

*Fiscal period covered for Indirect Cost Rate developed (not the contract period).

Local Government: City of Sacramento

Contract Number: N/A Project Number: K15125000

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

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

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

Certification of Financial Management System:

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

Certification of Dollar Amount for all A&E Contracts:

I, the undersigned, certify that the approximate dollar amount of all A&E contracts awarded by Caltrans or a California local agency to this firm within the last three (3) calendar years for all State DOT and Local Agencies is \$ 2,753,800.00 and the number of states in which the firm does business is one.

Certification of Direct Costs:

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

Consultant Certification of Contract Costs and Financial Management System

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

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

Subconsultants (if applicable)

Proposed Contract Amount (or amount not to exceed if on-call contract): \$ 80,824.75

Prime Consultants (if applicable)

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

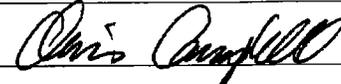
Prime, list all subconsultants and proposed subcontract dollar amounts (attach additional page if necessary):

| | |
|-------|----------|
| _____ | \$ _____ |
| _____ | \$ _____ |
| _____ | \$ _____ |
| _____ | \$ _____ |
| _____ | \$ _____ |

Consultant Certifying (Print Name and Title):

Name: Chris Campbell

Title: Vice President

Consultant Certification Signature **: 

Date of Certification (mm/dd/yyyy): 08/15/2016

Consultant Contact Information:

Email: c.campbell@cbecoeng.com

Phone number: 916-231-6052

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

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

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2) Retained in Local Agency Project Files

EXHIBIT C

PROFESSIONAL SERVICES AGREEMENT

FACILITIES AND EQUIPMENT TO BE PROVIDED BY CITY

CITY shall [*check one*]

Not furnish any facilities or equipment for this Agreement;

or

X Furnish the following facilities or equipment for the Agreement

EXHIBIT D

PROFESSIONAL SERVICES AGREEMENT

GENERAL PROVISIONS

1. Independent Contractor.

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

services for, or be employed by such additional persons or companies as CONTRACTOR sees fit provided that CONTRACTOR does not violate the provisions of Section 5, below.

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

technology systems, as set forth in applicable provisions of the City of Sacramento Administrative Policy Instructions # 30. A violation by CONTRACTOR of this Section 6 shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

7. CONTRACTOR Information.

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

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

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

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

10. Indemnity.

- A. Indemnity: CONTRACTOR shall defend, hold harmless and indemnify CITY, its officers and employees, and each and every one of them, from and against any and all claims, actions, damages, costs, liabilities, demands, losses, judgments, penalties and expenses of every type and description, including, but not limited to, any fees and/or costs reasonably incurred by CITY's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Claims"), including but not limited to Claims arising from personal injury or death, damage to personal, real, or intellectual property, or the environment, contractual or other economic damages, or regulatory penalties, that arise out of, pertain to, or relate to any negligent act or omission, recklessness, or willful misconduct of CONTRACTOR, its sub-consultants, subcontractors, or agents, and their respective officers and employees, in connection with performance of or failure to perform this Agreement, whether or not such Claims are litigated, settled, or reduced to judgment; provided that the foregoing indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, damage, or expense to the extent arising from (i) the sole negligence or willful misconduct of, or defects in design furnished by, CITY, its agents, servants, or independent contractors who are directly responsible to CITY, or (ii) the active negligence of CITY.
- B. Insurance Policies; Intellectual Property Claims: The existence or acceptance by CITY of any of the insurance policies or coverages described in this Agreement shall not affect or limit any of CITY's rights under this Section 10, nor shall the limits of such insurance limit the liability of CONTRACTOR hereunder. This Section 10 shall not apply to any intellectual property claims, actions, lawsuits, or other proceedings subject to the provisions of Section 7.B., above. The provisions of this Section 10 shall survive any expiration or termination of this Agreement.

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

Full compensation for all premiums that CONTRACTOR is required to pay for the insurance coverage described herein shall be included in the compensation specified for the Services provided by CONTRACTOR under this Agreement. No additional compensation will be provided for CONTRACTOR's insurance premiums. Any available insurance proceeds in excess of the specified minimum limits and coverages shall be available to the CITY.

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, arising out of activities performed by or on behalf of CONTRACTOR, its sub-consultants, and

subcontractors, products and completed operations of CONTRACTOR, its sub-consultants, and subcontractors, and premises owned, leased, or used by CONTRACTOR, its sub-consultants, and subcontractors, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide contractual liability and products and completed operations coverage for the term of the policy.

- (2) Automobile Liability Insurance providing coverage at least as broad as ISO Form CA 00 01 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 accident. The policy shall provide coverage for owned, non-owned, and/or hired autos as appropriate to the operations of the CONTRACTOR.

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

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

- (3) Excess Insurance: The minimum limits of insurance required above may be satisfied by a combination of primary and umbrella or excess insurance coverage; provided that any umbrella or excess insurance shall contain, or be endorsed to contain, a provision that it shall apply on a primary basis for the benefit of the CITY, and any insurance or self-insurance maintained by CITY, its officials, employees, or volunteers shall be in excess of such umbrella or excess coverage and shall not contribute with it.

- (4) Workers' Compensation Insurance with statutory limits, and Employers' Liability Insurance with limits of not less than one million dollars (\$1,000,000). The Workers' Compensation policy shall include a waiver of subrogation in favor of the CITY. If no work or services will be performed on or at CITY facilities or CITY Property, the CITY Representative may waive this requirement by selecting the option below:

Workers' Compensation waiver of subrogation in favor of the CITY is not required. _____ (CITY Representative initials)

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)

- (5) 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. Professional Liability (Errors and Omissions) insurance:

Is X Is not _____ required for this Agreement.

If required, such coverage must be continued for at least 1 (one) year(s) following the completion of all Services and Additional Services under this Agreement. The retroactive date must be prior to the date this Agreement is approved or any Services are performed.

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, its sub-consultants, and subcontractors; products and completed operations of CONTRACTOR, its sub-consultants, and subcontractors; and premises owned, leased, or used by CONTRACTOR, its sub-consultants, and subcontractors.
- (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, including excess insurance, 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:VI. 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 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) For all insurance policy renewals during the term of this Agreement, CONTRACTOR shall send insurance certificates reflecting the policy renewals directly to:

City of Sacramento
c/o EXIGIS LLC
P.O. Box 4668 ECM- #35050
New York, NY 10168-4668

Insurance certificates also may be faxed to (888) 355-3599 , or e-mailed to: certificates-sacramento@riskworks.com

- (3) 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 or cancel the Agreement if the insurance is canceled or CONTRACTOR otherwise ceases to be insured as required herein.

F. Subcontractors

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

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

- A. Compliance With Regulations: CONTRACTOR shall comply with the Executive Order 11246 entitled "Equal Opportunity in Federal Employment", as amended by Executive Order 11375 and 12086, and as supplemented in Department of Labor regulations (41 CFR Chapter 60), hereinafter collectively referred to as the "Regulations".
- B. Nondiscrimination: CONTRACTOR, with regards to the work performed by it after award and prior to completion of the work pursuant to this Agreement, shall not discriminate on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation in selection and retention of subcontractors, including procurement of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in discrimination prohibited by the Regulations.

- C. Solicitations for Subcontractors, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by CONTRACTOR for work to be performed under any subcontract, including all procurement of materials or equipment, each potential subcontractor or supplier shall be notified by CONTRACTOR of CONTRACTOR's obligation under this Agreement and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation.
- D. Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or by any orders or instructions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the CITY to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the CITY, and shall set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of noncompliance by CONTRACTOR with the nondiscrimination provisions of this Agreement, the CITY shall impose such sanctions as it may determine to be appropriate including, but not limited to:
- (1) Withholding of payments to CONTRACTOR under this Agreement until CONTRACTOR complies;
 - (2) Cancellation, termination, or suspension of the Agreement, in whole or in part.
- F. Incorporation of Provisions: CONTRACTOR shall include the provisions of subsections A through E, above, in every subcontract, including procurement of materials and leases of equipment, unless exempted by the Regulations, or by any order or instructions issued pursuant thereto. CONTRACTOR shall take such action with respect to any subcontract or procurement as the CITY may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, CONTRACTOR may request CITY to enter such litigation to protect the interests of CITY.
- 13. Entire Agreement.** This document, including all Exhibits, contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Agreement. No alteration to the terms of this Agreement shall be valid unless approved in writing by CONTRACTOR, and by CITY, in accordance with applicable provisions of the Sacramento City Code.
- 14. Severability.** If any portion of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.
- 15. Waiver.** Neither CITY acceptance of, or payment for, any Service or Additional Service performed by CONTRACTOR, nor any waiver by either party of any default, breach or condition

precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.

16. **Enforcement of Agreement.** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court or Federal District Court located in Sacramento County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.
17. **Assignment Prohibited.** The expertise and experience of CONTRACTOR are material considerations for this Agreement. CITY has a strong interest in the qualifications and capability of the persons and entities that will fulfill the obligations imposed on CONTRACTOR under this Agreement. In recognition of this interest, CONTRACTOR shall not assign any right or obligation pursuant to this Agreement without the written consent of the CITY. Any attempted or purported assignment without CITY's written consent shall be void and of no effect.
18. **Binding Effect.** This Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the parties, subject to the provisions of Section 17, above.
19. **Use Tax Requirements.** During the performance of this Agreement, CONTRACTOR, for itself, its assignees and successors in interest, agrees as follows:
 - A. Use Tax Direct Payment Permit: For all leases and purchases of materials, equipment, supplies, or other tangible personal property used to perform the Agreement and shipped from outside California, the Contractor and any subcontractors leasing or purchasing such materials, equipment, supplies or other tangible personal property shall obtain a Use Tax Direct Payment Permit from the California State Board of Equalization ("SBE") in accordance with the applicable SBE criteria and requirements.
 - B. Sellers Permit: For any construction contract and any construction subcontract in the amount of \$5,000,000 or more, Contractor and the subcontractor(s) shall obtain sellers permits from the SBE and shall register the jobsite as the place of business for the purpose of allocating local sales and use tax to the City. Contractor and its subcontractors shall remit the self-accrued use tax to the SBE, and shall provide a copy of each remittance to the City.
 - C. The above provisions shall apply in all instances unless prohibited by the funding source for the Agreement.

EXHIBIT E

REQUIREMENTS OF THE NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

INTRODUCTION

The Sacramento Non-Discrimination In Employee Benefits Code (the "Ordinance"), codified as Sacramento City Code Chapter 3.54, prohibits City contractors from discriminating in the provision of employee benefits between employees with spouses and employees with domestic partners, and between the spouses and domestic partners of employees.

APPLICATION

The provisions of the Ordinance apply to any contract or agreement (as defined below), between a Contractor and the City of Sacramento, in an amount exceeding \$100,000.00. The Ordinance applies to that portion of a contractor's operations that occur: (i) within the City of Sacramento; (ii) on real property outside the City of Sacramento if the property is owned by the City or if the City has a right to occupy the property; or (iii) at any location where a significant amount of work related to a City contract is being performed.

The Ordinance does not apply: to subcontractors or subcontracts of any Contractor or contractors; to transactions entered into pursuant to cooperative purchasing agreements approved by the Sacramento City Council; to legal contracts of other governmental jurisdictions or public agencies without separate competitive bidding by the City; where the requirements of the ordinance will violate or are inconsistent with the terms or conditions of a grant, subvention or agreement with a public agency or the instructions of an authorized representative of any such agency with respect to any such grant, subvention or agreement; to permits for excavation or street construction; or to agreements for the use of City right-of-way where a contracting utility has the power of eminent domain.

DEFINITIONS

As set forth in the Ordinance, the following definitions apply:

"Contract" means an agreement for public works or improvements to be performed, or for goods or services to be purchased or grants to be provided, at the expense of the City or to be paid out of moneys deposited in the treasury or out of the trust money under the control or collected by the City. "Contract" also means a written agreement for the exclusive use ("exclusive use" means the right to use or occupy real property to the exclusion of others, other than the right reserved by the fee owner) or occupancy of real property for a term exceeding 29 days in any calendar year, whether by singular or cumulative instrument, (i) for the operation or use by others of real property owned or controlled by the City for the operation of a business, social, or other establishment or organization, including leases, concessions, franchises and easements, or (ii) for the City's use or occupancy of real property owned by others, including leases, concessions, franchises and easements.

"Contract" shall not include: a revocable at-will use or encroachment permit for the use of or encroachment on City property regardless of the ultimate duration of such permit; excavation, street construction or street use permits; agreements for the use of City right-of-way where a contracting

utility has the power of eminent domain; or agreements governing the use of City property that constitute a public forum for activities that are primarily for the purpose of espousing or advocating causes or ideas and that are generally protected by the First Amendment to the United States Constitution or that are primarily recreational in nature.

“Contractor” means any person or persons, firm, partnership, corporation, company, or combination thereof, that enters into a Contract with the City. “Contractor” does not include a public entity.

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

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

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

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

EMPLOYER COMPLIANCE CERTIFICATE AND NOTICE REQUIREMENTS

- (a) All contractors seeking a Contract subject to the Ordinance shall submit a completed Declaration of Compliance Form, signed by an authorized representative, with each proposal, bid or application. The Declaration of Compliance shall be made a part of the executed contract, and will be made available for public inspection and copying during regular business hours.
- (b) The Contractor shall give each existing employee working directly on a City contract, and (at the time of hire), each new employee, a copy of the notification provided as Attachment “A.”
- (c) Contractor shall post, in a place visible to all employees, a copy of the notice provided as Attachment “B.”

Attachment A



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

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

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

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

The included employee benefits are:

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

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

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

You May . . .

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

City of Sacramento
Procurement Services Division
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 . . .

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

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

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

Discrimination and Retaliation Prohibited.

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

You May Also . . .

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

EXHIBIT F

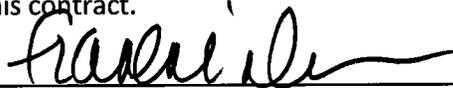
PROFESSIONAL SERVICES AGREEMENT

ADDITIONAL REQUIREMENTS FOR SURVEYING, MATERIAL TESTING, AND INSPECTION SERVICES

Land surveying, material testing, and inspection services provided for a City construction project during the design, pre-construction, construction, or post-construction phases of the project constitute "public works" under California Labor Code section 1720 *et seq.*, and are subject to the requirements of Chapter 1 of Part 7 of Division 2 of the Labor Code and its implementing regulations set forth in Title 8 of the California Code of Regulations. If this Agreement includes any of these services (hereafter collectively referred to as "Public Work"), the Contractor and any subcontractor or subconsultant performing any Public Work shall comply with all applicable requirements of the California Labor Code and the Sacramento City Code, including the following requirements:

1. **Workers' Compensation Certification.** If this Agreement is for the performance of any Public Work, in accordance with California Labor Code section 1861 the Contractor shall sign the following certification:

I am aware of the provisions of section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.



Contractor Signature

2. **DIR Registration.** California Labor Code section 1725.5 requires the Contractor and any subcontractor or subconsultant performing any Public Work under this Agreement to be currently registered with the California Department of Industrial Relations (DIR), as specified in Labor Code section 1725.5. Labor Code section 1771.1 provides that a contractor or subcontractor/subconsultant shall not be qualified to engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Labor Code section 1725.5.

To be completed by the City Representative if this Agreement is for the performance of any Public Work:

Contractor DIR registration #: 1000025634

Prior to the performance of Public Work by any subcontractor or subconsultant under this Agreement, Contractor shall furnish City the subcontractor or subconsultant's current DIR registration number.

3. **Payment of Prevailing Wages.** If this Agreement is for the performance of any Public Work, and the amount of the Agreement is more than \$25,000, Contractor and any subcontractor or subconsultant performing any Public Work shall comply with the provisions of Sacramento City Code section 3.60.180 and applicable provisions of California Labor Code section 1770 *et seq.*, which require, among other things, that the Contractor and subcontractor(s)/subconsultant(s) pay not less than the prevailing rate of wages for Public Work, as determined by the Director of the California DIR pursuant to Labor Code section 1773. For any Public Work performed under this Agreement, Contractor and every subcontractor or subconsultant shall maintain payroll records and submit certified payroll records and other labor compliance documentation electronically to City staff when and as required by City. In addition, Labor Code section 1771.4 requires the Contractor and any subcontractor or subconsultant performing any Public Work to furnish electronic payroll records directly to the Labor Commissioner.

This Agreement is subject to compliance monitoring and enforcement by the California Department of Industrial Relations, as specified in Labor Code section 1771.4. The Contractor and any subcontractor or subconsultant performing Public Work will be subject to withholding and penalties for violation of prevailing wage requirements in accordance with applicable law, including Labor Code sections 1726, 1741, 1771.5, and 1775, and City Code section 3.60.180. Questions regarding the City's Labor Compliance Program should be directed to the contracts staff for the City Department issuing this Agreement.

4. **Apprentices.** If this Agreement is for the performance of any Public Work, and the amount of the Agreement is \$30,000 or more, the Contractor and any subcontractor or subconsultant performing any Public Work under this Agreement shall comply with Sacramento City Code section 3.60.190, section 1777.5 *et seq.* of the California Labor Code, and implementing regulations set forth in Title 8 of the California Code of Regulations, governing the employment of apprentices. The Contractor and any subcontractor or subconsultant performing Public Work will be subject to penalties for apprenticeship violations in accordance with Labor Code section 1777.7.
5. **Working Hours.** If this Agreement is for the performance of any Public Work, Contractor and any subcontractor or subconsultant performing any Public Work shall comply with, and be subject to enforcement under, the provisions of Sacramento City Code section 3.60.180 and California Labor Code section 1810 *et seq.*, governing the working hours of employees performing Public Work.
6. **Subcontractors.** The Contractor shall include these provisions in every subcontract or subagreement for every lower-tier subcontractor or subconsultant performing Public Work under this Agreement.

EXHIBIT F

CALIFORNIA DEPARTMENT OF TRANSPORTATION
ADDITIONAL CONTRACT PROVISIONS

- A. This Agreement (hereafter the "Contract") shall begin on 9.13.16, contingent upon approval from the State, and expire on December 31, 2018, unless extended by amendment.
- B. 1. Code of Federal Regulations (CFR) 48 Chapter 1, Part 31 shall be used to determine the allowability of the Individual items of cost.
2. The Consultant (hereafter referred to as either "Consultant" or "Contractor") agrees to comply with federal procedures in accordance with CFR 49, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
3. Any costs for which payments have been made to the contractor, which are determined by subsequent audit to be unallowable under CFR 48, Chapter 1 Part 31 and CFR 49, Part 18, are subject to repayment by the contractor to the City of Sacramento, the State and the Federal Government.
4. Any subcontract, entered into as a result of this contract, shall contain all of the provisions of this Article.
- C. 1. The City of Sacramento shall reimburse the contractor for actual costs as specified herein. The actual costs shall include direct salary costs, employee benefits, overhead and fee. The total amount payable by the City, for all Task Orders and expenses resulting from this contract, shall not exceed ~~\$494,630.48~~ ^{\$491,488.49}. It is understood and agreed that this total is an estimate, and that there is no guarantee, either expressed or implied, as to the actual dollar amount that will be authorized under this contract through Task Orders.
2. The Contractor shall be reimbursed for direct costs, other than salary costs that are identified in an executed Task Order.
3. The Contractor shall be reimbursed for actual travel expenses incurred in the performance of this work, including the use of private cars at the rate not to exceed that currently authorized for State employees under State Department of Personnel Administration rules. In addition, contractor's personnel shall be reimbursed for per diem expenses at a rate not to exceed that currently authorized for State employees under State Department of Personnel Administration rules.
4. The Contractor shall not commence performance of work or services until this contract has been approved by the City and State and notification to proceed has

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

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

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

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

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

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

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

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

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

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

J. Introduction Under Early Termination

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

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

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

A. Consultant's Reports Under Early Termination

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

B. Invoice Submittal Under Early Termination

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

C. Expenses Payable Under Early Termination

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

D. Termination issues for Subconsultants, Materialmen, Etc.

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

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

E. Cost Principals Under Early Termination

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

F. Adjustment of Fixed Fee Under Early Termination

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

G. Disputes Under Early Termination Conditions

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

(NAME OF SUBCONSULTANT(s)): SEE 10-H See Exhibit 1 to attachment B

1. The proposed hourly rate shall be adjusted to reflect the actual hourly rates of individual(s) who will be working on the project.
2. The contractor shall adjust the proposed indirect rate to the audited provisional rate of **SEE 10-H percent**.
3. The Other Direct Costs for vehicles shall be changed to reflect the audited rate of **N/A** per month.

EXHIBIT G

SPECIAL PROVISIONS (ENGINEERING DESIGN)

1. Record Retention

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

2. Accuracy and Completeness

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

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

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

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

3. Professional Seal

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

4. Sole Source Materials or Equipment

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

5. Documentation

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

6. Ownership of Documents

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

7. Copyrights

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

8. Changes in Work

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

9. Construction Plans and Specifications

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

All construction specifications prepared in accordance with this Agreement shall be submitted in final form to the City on a memory stick.

EXHIBIT 10-O1 CONSULTANT PROPOSAL DBE COMMITMENT

1. Local Agency: City of Sacramento 2. Contract DBE Goal: 10%
 3. Project Description: Two Rivers Trail (Phase II)
 4. Project Location: Sacramento, CA
 5. Consultant's Name: GEI Consultants, Inc. 6. Prime Certified DBE:

| 7. Description of Work, Service, or Materials Supplied | 8. DBE Certification Number | 9. DBE Contact Information | 10. DBE % |
|---|--|---|----------------|
| Biological Resources Support | 32027 | Area West Environmental, Inc. 6248 Main Ave., Orangevale, CA 95662 | 10.21 |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| Local Agency to Complete this Section | | 11. TOTAL CLAIMED DBE PARTICIPATION | 10.21 % |
| 17. Local Agency Contract Number: _____ 18. Federal-Aid Project Number: _____ 19. Proposed Contract Execution Date: _____ | IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.  12. Preparer's Signature Francine Dunn 14. Preparer's Name Vice President 16. Preparer's Title 8/10/2016 13. Date 916.912.4931 15. Phone | | |
| Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate. | | | |
| 20. Local Agency Representative's Signature _____ 21. Date _____ | | | |
| 22. Local Agency Representative's Name _____ 23. Phone _____ 24. Local Agency Representative's Title _____ | | | |

DISTRIBUTION: Original – Included with consultant's proposal to local agency.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

INSTRUCTIONS – CONSULTANT PROPOSAL DBE COMMITMENT**CONSULTANT SECTION**

- 1. Local Agency** - Enter the name of the local or regional agency that is funding the contract.
- 2. Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
- 3. Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc.).
- 4. Project Location** - Enter the project location as it appears on the project advertisement.
- 5. Consultant's Name** - Enter the consultant's firm name.
- 6. Prime Certified DBE** - Check box if prime contractor is a certified DBE.
- 7. Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
- 8. DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
- 9. DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and phone number, if the prime is a DBE.
- 10. DBE %** - Percent participation of work to be performed or service provided by a DBE. Include the prime consultant if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
- 11. Total Claimed DBE Participation %** - Enter the total DBE participation claimed. If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
- 12. Preparer's Signature** - The person completing the DBE commitment form on behalf of the consultant's firm must sign their name.
- 13. Date** - Enter the date the DBE commitment form is signed by the consultant's preparer.
- 14. Preparer's Name** - Enter the name of the person preparing and signing the consultant's DBE commitment form.
- 15. Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
- 16. Preparer's Title** - Enter the position/title of the person signing the consultant's DBE commitment form.

LOCAL AGENCY SECTION

- 17. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 18. Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
- 19. Proposed Contract Execution Date** - Enter the proposed contract execution date.
- 20. Local Agency Representative's Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
- 21. Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
- 22. Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the consultant's DBE commitment form.
- 23. Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
- 24. Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the consultant's DBE commitment form.

EXHIBIT 10-02 CONSULTANT CONTRACT DBE COMMITMENT

1. Local Agency: City of Sacramento 2. Contract DBE Goal: 10%
 3. Project Description: Two Rivers Trail (Phase II)
 4. Project Location: Sacramento, CA
 5. Consultant's Name: GEI Consultants, Inc. 6. Prime Certified DBE: 7. Total Contract Award Amount: \$491,488.49
 8. Total Dollar Amount for ALL Subconsultants: \$303,838.05 9. Total Number of ALL Subconsultants: GEI Consultants, I

| 10. Description of Work, Service, or Materials Supplied | 11. DBE Certification Number | 12. DBE Contact Information | 13. DBE Dollar Amount |
|---|----------------------------------|--|----------------------------------|
| Biological Resources Support | 32027 | Area West Environmental, Inc. 6248 Main Ave., Orangevale, CA | \$50,163.43 |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| Local Agency to Complete this Section | | | |
| 20. Local Agency Contract Number: <u>916-808-8195</u> | | 14. TOTAL CLAIMED DBE PARTICIPATION | \$ 50163.43 |
| 21. Federal-Aid Project Number: _____ | | | 10.21 % |
| 22. Contract Execution Date: _____ | | IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required. | |
| Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate. | | | |
| <u>[Signature]</u> 23. Local Agency Representative's Signature | <u>8-24-16</u> 24. Date | <u>[Signature]</u> 15. Preparer's Signature | <u>8/10/2016</u> 16. Date |
| <u>Jose R. Ledesma</u> 25. Local Agency Representative's Name | <u>916-808-8195</u> 26. Phone | <u>Francine Dunn</u> 17. Preparer's Name | <u>916.912.4931</u> 18. Phone |
| <u>Contract Manager</u> 27. Local Agency Representative's Title | | <u>Vice President</u> 19. Preparer's Title | |

DISTRIBUTION: 1. Original – Local Agency
 2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

INSTRUCTIONS – CONSULTANT CONTRACT DBE COMMITMENTCONSULTANT SECTION

1. **Local Agency** - Enter the name of the local or regional agency that is funding the contract.
2. **Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
3. **Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
4. **Project Location** - Enter the project location as it appears on the project advertisement.
5. **Consultant's Name** - Enter the consultant's firm name.
6. **Prime Certified DBE** - Check box if prime contractor is a certified DBE.
7. **Total Contract Award Amount** - Enter the total contract award dollar amount for the prime consultant.
8. **Total Dollar Amount for ALL Subconsultants** – Enter the total dollar amount for all subcontracted consultants. SUM = (DBEs + all Non-DBEs). Do not include the prime consultant information in this count.
9. **Total number of ALL subconsultants** – Enter the total number of all subcontracted consultants. SUM = (DBEs + all Non-DBEs). Do not include the prime consultant information in this count.
10. **Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
11. **DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
12. **DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and phone number, if the prime is a DBE.
13. **DBE Dollar Amount** - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime consultant if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
14. **Total Claimed DBE Participation - \$:** Enter the total dollar amounts entered in the "DBE Dollar Amount" column. **%:** Enter the total DBE participation claimed ("Total Participation Dollars Claimed" divided by item "Total Contract Award Amount"). If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
15. **Preparer's Signature** - The person completing the DBE commitment form on behalf of the consultant's firm must sign their name.
16. **Date** - Enter the date the DBE commitment form is signed by the consultant's preparer.
17. **Preparer's Name** - Enter the name of the person preparing and signing the consultant's DBE commitment form.
18. **Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
19. **Preparer's Title** - Enter the position/title of the person signing the consultant's DBE commitment form.

LOCAL AGENCY SECTION

20. **Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
21. **Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
22. **Contract Execution Date** - Enter the date the contract was executed.
23. **Local Agency Representative's Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
24. **Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
25. **Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the consultant's DBE commitment form.
26. **Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
27. **Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the consultant's DBE commitment form.

TITLE VI

Title VI Language

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

(1) Compliance with Regulations:

The contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

(2) Nondiscrimination:

The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment:

In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

(4) Information and Reports:

The contractor shall provide all information and reports required by the Regulations or directives 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 (Recipient) or the (Name of Appropriate Administration) to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the (Recipient), or the (Name of Appropriate Administration) as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance:

In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the (**Recipient**) shall impose such contract sanctions as it or the (**Name of Appropriate Administration**) may determine to be appropriate, including, but not limited to:

- (a) withholding of payments to the contractor under the contract until the contractor complies, and/or
- (b) cancellation, termination or suspension of the contract, in whole or in part.

(6) Incorporation of Provisions:

The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the (**Recipient**) or the (**Name of Appropriate Administration**) may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the (**Recipient**) to enter into such litigation to protect the interests of the (**Recipient**), and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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. | 1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. GEI CONSULTANTS, INC. | | |
| | 2 Business name/disregarded entity name, if different from above | | |
| | 3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____ | 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i> | |
| | 5 Address (number, street, and apt. or suite no.) 400 UNICORN PARK DRIVE | Requester's name and address (optional) | |
| | 6 City, state, and ZIP code WOBURN, MA 01801 | | |
| | 7 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 line 1 to avoid backup withholding. For individuals, this is generally 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 | | | | | | | | | |
| | | | | | | | | | |
| or | | | | | | | | | |
| Employer identification number | | | | | | | | | |
| 0 | 4 | - | 2 | 4 | 6 | 8 | 3 | 4 | 8 |

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- 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 ▶ <i>Judith S. Churn</i> | Date ▶ 1/4/16 |
|------------------|---|---------------|

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

2016 Withholding Exemption Certificate

590

The payee completes this form and submits it to the withholding agent. The withholding agent keeps this form with their records.

Withholding Agent

Name

Payee

Name

GEI Consultants Inc

SSN or ITIN FEIN CA Corp no. CA SOS file no.

04-2468348

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

400 Unicorn Park Drive

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

Woburn

State ZIP code

MA 01801

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.

To learn about your privacy rights, how we may use your information, and the consequences for not providing the requested information, go to ftb.ca.gov and search for **privacy notice**. To request this notice by mail, call 800.852.5711.

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.

Type or print payee's name and title Judith Eburn, V.P./Controller Telephone (781) 721-4000

Payee's signature Judith Eburn Date 7/30/16

CA Locations: 5001 California Ave. Ste 120 Bakersfield CA 93309-0718
2141 Palomar Airport Rd Ste 300, Carlsbad CA 92011
101 N Brand Blvd, Ste 1780 Glendale CA 91203
180 Grand Ave Ste 1410 Oakland CA 94612

7061163

Form 590 c2 2015

2868 Prospect Park Drive, Ste. 400, Rancho Cordova, CA 95670

2016 Instructions for Form 590

Withholding Exemption Certificate

References in these instructions are to the California Revenue and Taxation Code (R&TC).

General Information

Registered Domestic Partners (RDP) – For purposes of California income tax, references to a spouse, husband, or wife also refer to a Registered Domestic Partner (RDP) unless otherwise specified. For more information on RDPs, get FTB Pub. 737, Tax Information for Registered Domestic Partners.

A Purpose

Use Form 590, Withholding Exemption Certificate, to certify an exemption from nonresident withholding.

Form 590 does not apply to payments of backup withholding. For more information, go to ftb.ca.gov and search for **backup withholding**.

Form 590 does not apply to payments for wages to employees. Wage withholding is administered by the California Employment Development Department (EDD). For more information, go to edd.ca.gov or call 888.745.3886.

Do not use Form 590 to certify an exemption from withholding if you are a **Seller of California real estate**. Sellers of California real estate use Form 593-C, Real Estate Withholding Certificate, to claim an exemption from the real estate withholding requirement.

The following are excluded from withholding and completing this form:

- The United States and any of its agencies or instrumentalities.
- A state, a possession of the United States, the District of Columbia, or any of its political subdivisions or instrumentalities.
- A foreign government or any of its political subdivisions, agencies, or instrumentalities.

B Income Subject to Withholding

California Revenue and Taxation Code (R&TC) Section 18662 requires withholding of income or franchise tax on payments of California source income made to nonresidents of California.

Withholding is required on the following, but is not limited to:

- Payments to nonresidents for services rendered in California.
- Distributions of California source income made to domestic nonresident partners, members, and S corporation shareholders and allocations of California source income made to foreign partners and members.
- Payments to nonresidents for rents if the payments are made in the course of the withholding agent's business.

- Payments to nonresidents for royalties from activities sourced to California.
- Distributions of California source income to nonresident beneficiaries from an estate or trust.
- Endorsement payments received for services performed in California.
- Prizes and winnings received by nonresidents for contests in California.

However, withholding is optional if the total payments of California source income are \$1,500 or less during the calendar year.

For more information on withholding get FTB Pub. 1017, Resident and Nonresident Withholding Guidelines. To get a withholding publication, see Additional Information.

C Who Certifies this Form

Form 590 is certified by the payee. California residents or entities exempt from the withholding requirement should complete Form 590 and submit it to the withholding agent before payment is made. The withholding agent is then relieved of the withholding requirements if the agent relies in good faith on a completed and signed Form 590 unless notified by the Franchise Tax Board (FTB) that the form should not be relied upon.

An incomplete certificate is invalid and the withholding agent should not accept it. If the withholding agent receives an incomplete certificate, the withholding agent is required to withhold tax on payments made to the payee until a valid certificate is received. In lieu of a completed exemption certificate, the withholding agent may accept a letter from the payee as a substitute explaining why they are not subject to withholding. The letter must contain all the information required on the certificate in similar language, including the under penalty of perjury statement and the payee's taxpayer identification number. The withholding agent must retain a copy of the certificate or substitute for at least four years after the last payment to which the certificate applies, and provide it upon request to the FTB.

If an entertainer (or the entertainer's business entity) is paid for a performance, the entertainer's information must be provided. **Do not** submit the entertainer's agent or promoter information.

The grantor of a grantor trust shall be treated as the payee for withholding purposes. Therefore, if the payee is a grantor trust and one or more of the grantors is a nonresident, withholding is required. If all of the grantors on the trust are residents, no withholding is required. Resident grantors can check the box on Form 590 labeled "Individuals — Certification of Residency."

D Definitions

For California non-wage withholding purposes, **nonresident** includes all of the following:

- Individuals who are not residents of California.
- Corporations not qualified through the California Secretary of State (CA SOS) to do business in California or having no permanent place of business in California.
- Partnerships or limited liability companies (LLCs) with no permanent place of business in California.
- Any trust without a resident grantor, beneficiary, or trustee, or estates where the decedent was not a California resident.

Foreign refers to non-U.S.

For more information about determining resident status, get FTB Pub. 1031, Guidelines for Determining Resident Status. Military servicemembers have special rules for residency. For more information, get FTB Pub. 1032, Tax Information for Military Personnel.

Permanent Place of Business:

A corporation has a permanent place of business in California if it is organized and existing under the laws of California or it has qualified through the CA SOS to transact intrastate business. A corporation that has not qualified to transact intrastate business (e.g., a corporation engaged exclusively in interstate commerce) will be considered as having a permanent place of business in California only if it maintains a permanent office in California that is permanently staffed by its employees.

E Military Spouse Residency Relief Act (MSRRA)

Generally, for tax purposes you are considered to maintain your existing residence or domicile. If a military servicemember and nonmilitary spouse have the same state of domicile, the MSRRA provides:

- A spouse shall not be deemed to have lost a residence or domicile in any state solely by reason of being absent to be with the servicemember serving in compliance with military orders.
- A spouse shall not be deemed to have acquired a residence or domicile in any other state solely by reason of being there to be with the servicemember serving in compliance with military orders.

Domicile is defined as the one place:

- Where you maintain a true, fixed, and permanent home.
- To which you intend to return whenever you are absent.

A military servicemember's nonmilitary spouse is considered a nonresident for tax purposes if the servicemember and spouse have the same domicile outside of California and the spouse is in California solely to be with the servicemember who is serving in compliance with Permanent Change of Station orders.

California may require nonmilitary spouses of military servicemembers to provide proof that they meet the criteria for California personal income tax exemption as set forth in the MSRRA.

Income of a military servicemember's nonmilitary spouse for services performed in California is not California source income subject to state tax if the spouse is in California to be with the servicemember serving in compliance with military orders, and the servicemember and spouse have the same domicile in a state other than California.

For additional information or assistance in determining whether the applicant meets the MSRRA requirements, get FTB Pub. 1032.

Specific Instructions

Payee Instructions

Enter the withholding agent's name.

Enter the payee's information, including the taxpayer identification number (TIN) and check the appropriate TIN box.

You must provide an acceptable TIN as requested on this form. The following are acceptable TINs: social security number (SSN); individual taxpayer identification number (ITIN); federal employer identification number (FEIN); California corporation number (CA Corp no.); or CA SOS file number.

Private Mail Box (PMB) – Include the PMB in the address field. Write "PMB" first, then the box number. Example: 111 Main Street PMB 123.

Foreign Address – Follow the country's practice for entering the city, county, province, state, country, and postal code, as applicable, in the appropriate boxes. **Do not** abbreviate the country name.

Exemption Reason – Check the box that reflects the reason why the payee is exempt from the California income tax withholding requirement.

Withholding Agent Instructions

Keep Form 590 for your records. The certification remains valid for 5 years or until the payee's status changes. **Do not** send this form to the FTB unless it has been specifically requested.

For more information, contact Withholding Services and Compliance, see Additional Information.

The payee must notify the withholding agent if any of the following situations occur:

- The individual payee becomes a nonresident.
- The corporation ceases to have a permanent place of business in California or ceases to be qualified to do business in California.
- The partnership ceases to have a permanent place of business in California.
- The LLC ceases to have a permanent place of business in California.
- The tax-exempt entity loses its tax-exempt status.

If any of these situations occur, then withholding may be required. For more information, get Form 592, Resident and Nonresident Withholding Statement, Form 592-B, Resident and Nonresident Withholding Tax Statement, and Form 592-V, Payment Voucher for Resident and Nonresident Withholding.

Additional Information

For additional information or to speak to a representative regarding this form, call the Withholding Services and Compliance telephone service at:

Telephone: **888.792.4900**
916.845.4900

Fax: 916.845.9512

OR write to:

WITHHOLDING SERVICES AND
COMPLIANCE MS F182
FRANCHISE TAX BOARD
PO BOX 942867
SACRAMENTO CA 94267-0651

You can download, view, and print California tax forms and publications at ftb.ca.gov.

OR to get forms by mail write to:

TAX FORMS REQUEST UNIT
FRANCHISE TAX BOARD
PO BOX 307
RANCHO CORDOVA CA 95741-0307

For all other questions unrelated to withholding or to access the TTY/TDD numbers, see the information below.

Internet and Telephone Assistance

Website: ftb.ca.gov

Telephone: 800.852.5711 from within the United States
916.845.6500 from outside the United States

TTY/TDD: 800.822.6268 for persons with hearing or speech impairments

Asistencia Por Internet y Teléfono

Sitio web: ftb.ca.gov

Teléfono: 800.852.5711 dentro de los Estados Unidos
916.845.6500 fuera de los Estados Unidos

TTY/TDD: 800.822.6268 para personas con discapacidades auditivas o del habla

MUST BE POSTED IN CONSPICUOUS PLACE

1019848

1019848

^{City of}
SACRAMENTO

BUSINESS OPERATIONS TAX CERTIFICATE

| | | | |
|--------------------|---------------------------|-------------|-------------|
| Business Name | GEI CONSULTANTS, INC | FROM | TO |
| Business Address | 2868 PROSPECT PARK DR 400 | Mo. Day Yr. | Mo. Day Yr. |
| Owner | GEI CONSULTANTS, INC | 10/01/2015 | 09/30/2016 |
| Type of Business | CONSULTING ENGINEERS | | Expires |
| Tax Classification | 402A | | |

TOTAL
PAID: \$2,731.00

GEI CONSULTANTS, INC
400 UNICORN PARK DR
WOBURN, MA 01801-3352

CITY OF SACRAMENTO

VOID
OCT 16 2015
VALIDATED
PAID

THIS STUB MAY BE
FOLDED/DETACHED
BEFORE POSTING

This certificate is not to be construed as a business license or imply that the City of Sacramento has investigated, or approves or recommends, the holder of this certificate. Any representation to the contrary is fraudulent. (This certificate must be renewed within 30 days of expiration).

ENDORSEMENT #

This endorsement, effective 12:01 A.M. 03/01/2016 forms a part of AOS Auto

Policy No. 2961705 Issued to GEI Consultants, Inc.

By National Union Fire Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL
TO ENTITIES OTHER THAN THE FIRST NAMED INSURED**

This policy is amended as follows:

In the event that the Insurer cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;
2. the **First Named Insured** is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)") and has provided to the Insurer, either directly or through its broker of record, the email address of a contact at each such entity; and
3. the Insurer received this information after the **First Named Insured** receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the Insurer,

the Insurer will provide advice of cancellation (the "Advice") via e-mail to each such Certificate Holders within days after the **First Named Insured** provides such information to the Insurer; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the **First Named Insured** provides such information to the Insurer.

Proof of the Insurer emailing the Advice, using the information provided by the **First Named Insured**, will serve as proof that the Insurer has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following Definitions apply to this endorsement:

1. **First Named Insured** means the Named Insured shown on the Declarations Page of this policy.
2. **Insurer** means the insurance company shown in the header on the Declarations page of this policy.

All other terms, conditions and exclusions shall remain the same.

Authorized Representative

ENDORSEMENT

This endorsement, effective 12:01 A.M. 03/01/2016 forms a part of AOS Auto

policy No. 2961705 issued to GEI Consultants, Inc.

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

ADDITIONAL INSURED:

ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE CONTRACTUALLY BOUND TO PROVIDE ADDITIONAL INSURED STATUS BUT ONLY TO THE EXTENT OF SUCH PERSON OR ORGANIZATIONS LIABILITY ARISING OUT OF THE USE OF A COVERED AUTO.

I. SECTION II - LIABILITY COVERAGE, A. Coverage, 1. - Who is insured, is amended to add:

d. Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided will not exceed the lesser of:

- (1) The coverage and/or limits of this policy, or
- (2) The coverage and/or limits required by said contract or agreement.



Authorized Representative or
Countersignature (in States Where
Applicable)

ENDORSEMENT

This endorsement, effective 12:01 A.M. 03/01/2016 forms a part of AOS Auto

policy No. 2961705 Issued to GEI Consultants, Inc.

by National Union Fire Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies Insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section IV - Business Auto Conditions, A. - Loss Conditions, 5. - Transfer of Rights of Recovery Against Others to Us, is amended to add:

However, we will waive any right of recover we have against any person or organization with whom you have entered into a contract or agreement because of payments we make under this Coverage Form arising out of an "accident" or "loss" if:

- (1) The "accident" or "loss" is due to operations undertaken in accordance with the contract existing between you and such person or organization; and
- (2) The contract or agreement was entered into prior to any "accident" or "loss".

No waiver of the right of recovery will directly or indirectly apply to your employees or employees of the person or organization, and we reserve our rights or lien to be reimbursed from any recovery funds obtained by any injured employee.

AUTHORIZED REPRESENTATIVE

ENDORSEMENT #

This endorsement, effective 12:01 A.M. 03/01/2016 forms a part of

Policy No. GL 518-02-76 issued to GEI CONSULTANTS, INC.

By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL
TO ENTITIES OTHER THAN THE FIRST NAMED INSURED**

This policy is amended as follows:

In the event that the **Insurer** cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;
2. the **First Named Insured** is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)") and has provided to the **Insurer**, either directly or through its broker of record, the email address of a contact at each such entity; and
3. the **Insurer** received this information after the **First Named Insured** receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the **Insurer**,

the **Insurer** will provide advice of cancellation (the "Advice") via e-mail to each such Certificate Holders within 30 days after the **First Named Insured** provides such information to the **Insurer**; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the **First Named Insured** provides such information to the **Insurer**.

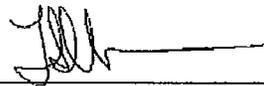
Proof of the **Insurer** emailing the Advice, using the information provided by the **First Named Insured**, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following Definitions apply to this endorsement:

1. **First Named Insured** means the Named Insured shown on the Declarations Page of this policy.
2. **Insurer** means the insurance company shown in the header on the Declarations page of this policy.

All other terms, conditions and exclusions shall remain the same.



Authorized Representative

GEI Consultants, Inc.

ENDORSEMENT

This endorsement, effective 12:01 A.M. 03/01/2016 forms a part of General Liability

policy No. 5180276 issued to GEI CONSULTANTS, INC.

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED- OWNERS, LESSEES, OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

NAME OF ADDITIONAL INSURED PERSON OR ORGANIZATION:
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN
ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE
ENTERED INTO.

LOCATION AND DESCRIPTION OF COMPLETED OPERATIONS:
PER THE CONTRACT OR AGREEMENT.

ADDITIONAL PREMIUM:

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

SECTION II - WHO IS AN INSURED is amended to include as an insured;

The person or organization shown in the Schedule, but only with respect to liability arising out of
"your work" at the location designated and described in the schedule of this endorsement
performed for that additional insured and included in the "products-completed operations hazard".

All other terms and conditions remain unchanged.



Authorized Representative or
Countersignature (in States Where
Applicable)

GEI Consultants, Inc.

ENDORSEMENT

This endorsement, effective 12:01 A.M. 03/01/2016 forms a part of General Liability

policy No. 5180276

issued to GEI CONSULTANTS, INC.

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED- OWNERS, LESSEES, OR CONTRACTORS -
SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

NAME OF PERSON OR ORGANIZATION:

**ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN
ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE
ENTERED INTO.**

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

A. SECTION II -WHO IS AN INSURED is amended to include as an insured;

The person or organization shown in the schedule, but only with respect to liability arising
out of your ongoing operations performed for that additional insured.

**B. With respect to the insurance afforded to these additional insureds, SECTION 1 -
COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. -
Exclusions, is amended to include the following additional exclusion;**

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (1) all work, including materials, parts or equipment furnished in connection with such
work, on the project (other than service, maintenance or repairs) to be performed by or
on behalf of the additional insured(s) at the site of the covered operations has been
completed; or,
- (2) that portion of "your work" out of which the injury or damage arises has been put to its
intended use by any person or organization other than another contractor or
subcontractor engaged in performing operations for a principal as a part of the same
project.

All other terms and conditions remain unchanged.



Authorized Representative or
Countersignature (in States Where
Applicable)

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Insurance Services Office, Inc., with its permission.

Page 1 of 1

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

Pursuant to applicable written contract or agreement you enter into.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

ENDORSEMENT

This endorsement, effective 12:01 A.M. 03/01/2016 forms a part of General Liability

policy No. 5180276 issued to GEI Consultants, Inc.

by National Union Fire Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

ADDITIONAL INSURED - PRIMARY INSURANCE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Section IV, Commercial General Liability Conditions, paragraph 4., Other Insurance, subparagraph a: Primary Insurance, is amended by the addition of the following:

However, coverage under this policy afforded to an additional insured will apply as primary insurance where required by contract, and any other insurance issued to such additional insured shall apply as excess and noncontributory insurance.

**Authorized Representative or
Countersignature (In States Where
Applicable)**



CNA Paramount Excess and Umbrella Liability Policy

D. Coverage D - Key Employee Exclusions

With respect to **Coverage D – Key Employee**, this insurance does not apply to any actual or alleged:

1. Death or Disability

death or permanent disability of a **key employee** relating to, or arising out of:

- a. nuclear reaction or radiation or radioactive contamination, however caused;
- b. sickness or disease, including mental illness or mental injury;
- c. pregnancy, childbirth, miscarriage or abortion;
- d. suicide, attempted suicide or self inflicted bodily injury, while sane or insane;
- e. the **key employee's** intoxication, impairment or otherwise being under the influence of alcohol or controlled substances;
- f. war, including undeclared or civil war;
- g. warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- h. insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

2. Other Expenses

- a. expenses the **Named Insured** incurs which the **Named Insured** would not have incurred if the **Named Insured** had used all reasonable means to:
 - i. find a permanent replacement for the **key employee**; and
 - ii. reduce or discontinue the **key employee** replacement expense;
 as soon as possible after the **Named Insured's** permanent loss of the services of the **key employee** caused by a **covered accident**.
- b. additional expenses incurred due to the **Named Insured's** loss of the services of a permanent replacement appointed or hired to replace a **key employee**, however caused. However, this exclusion does not apply if the replacement employee is included in the definition as a **key employee** and the **Named Insured's** loss of the services of the replacement employee is caused by a **covered accident**.

IV. WHO IS AN INSURED

The following persons or organizations are **Insureds**.

A. With respect to **Coverage A - Excess Follow Form Liability**, the **Named Insured** and any persons or organizations included as an insured under the provisions of **underlying insurance** are **Insureds**, and then only for the same coverage, except for limits of insurance, afforded under such **underlying insurance**.

B. With respect to the **Coverage B - Umbrella Liability**:

1. If the **Named Insured** is designated in the Declarations of this Policy as:

- a. an individual, the **Named Insured** and the **Named Insured's spouse** are **Insureds**, but only with respect to the conduct of a business of which the **Named Insured** is the sole owner.
- b. a partnership or joint venture, the **Named Insured** is an **Insured**. The **Named Insured's** members, the **Named Insured's** partners, and their **spouses** are also **Insureds**, but only with respect to the conduct of the **Named Insured's** business.

Form No: CNA75504XX (03-2015)
 Policy Page: 14 of 32
 Underwriting Company: Continental Insurance Company, 333 S Wabash Ave, Chicago, IL 60604

Policy No: 6011396137
 Policy Effective Date: 03/01/2016
 Policy Page: 26 of 56



CNA Paramount Excess and Umbrella Liability Policy

- iv. will cooperate with the Insurer in the investigation or settlement of the **claim** or defense against the **suit**;
- v. will assist the Insurer, upon its request, in the enforcement of any right against any person or organization which may be liable to the **Insured** because of injury or damage to which this insurance may also apply; and
- vi. will not voluntarily make a payment, except at its own cost, assume any obligation, or incur any expense, other than for first aid, without the Insurer's prior consent.

3. Cooperation

With respect to both **Coverage A - Excess Follow Form Liability** and **Coverage B - Umbrella Liability**, the **Named Insured** will cooperate with the Insurer in addressing all **claims** required to be reported to the Insurer in accordance with this paragraph **O. Notice of Claims/Crisis Management Event/Covered Accident**, and refuse, except solely at its own cost, to voluntarily, without the Insurer's approval, make any payment, admit liability, assume any obligation or incur any expense related thereto.

P. Notices

Any notices required to be given by an **Insured** shall be submitted in writing to the Insurer at the address set forth in the Declarations of this Policy.

Q. Other Insurance

If the **Insured** is entitled to be indemnified or otherwise insured in whole or in part for any **damages** or **defense costs** by any valid and collectible **other insurance** for which the **Insured** otherwise would have been indemnified or otherwise insured in whole or in part by this Policy, the limits of insurance specified in the Declarations of this Policy shall apply in excess of, and shall not contribute to a **claim, incident** or such event covered by such **other insurance**.

With respect to **Coverage A - Excess Follow Form Liability** only, if:

- a. the **Named Insured** has agreed in writing in a contract or agreement with a person or entity that this insurance would be primary and would not seek contribution from any other insurance available;
- b. **Underlying Insurance** includes that person or entity as an additional insured; and
- c. **Underlying Insurance** provides coverage on a primary and noncontributory basis as respects that person or entity;

then this insurance is primary to and will not seek contribution from any insurance policy where that person or entity is a named insured.

R. Premium

All premium charges under this Policy will be computed according to the Insurer's rules and rating plans that apply at the inception of the current **policy period**. Premium charges may be paid to the Insurer or its authorized representative.

S. In Rem Actions

A quasi *in rem* action against any vessel owned or operated by or for a **Named Insured**, or chartered by or for a **Named Insured**, will be treated in the same manner as though the action were *in personam* against the **Named Insured**.

T. Separation of Insureds

Except with respect to the limits of insurance, and any rights or duties specifically assigned in this Policy to the **First Named Insured**, this insurance applies:

Form No: CNA75504XX (03-2015)

Policy Page: 21 of 32

Underwriting Company: Continental Insurance Company, 333 S Wabash Ave, Chicago, IL 60604

Policy No: 6011396137

Policy Effective Date 03/01/2016

Policy Page: 33 of 56



1. as if each **Named Insured** were the only **Named Insured**; and
2. separately to each **Insured** against whom a **claim** is made.

U. Transfer of Interest

Assignment of interest under this policy shall not bind the Insurer unless its consent is endorsed hereon.

V. Unintentional Omission

Based on Insurer's reliance on the **Named Insured's** representations as to existing hazards, if the **Named Insured** should unintentionally fail to disclose all such hazards at the effective date of this Policy, the Insurer will not deny coverage under this Policy because of such failure.

W. Waiver of Rights of Recovery

The Insurer waives any right of recovery it may have against any person or organization because of payments the Insurer makes under this Policy if the **Named Insured** has agreed in writing to waive such rights of recovery in a contract or agreement, and only if the contract or agreement:

1. is in effect or becomes effective during the **policy period**; and
2. was executed prior to loss.

VII. DEFINITIONS

For purposes of this Policy, words in bold face type, whether expressed in the singular or the plural, have the meaning set forth below.

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

- A. notices that are published include material placed on the Internet or on similar electronic means of communication; and
- B. regarding web-sites, only that part of a web-site that is about the **Named Insured's** goods, products or services for the purposes of attracting customers or supporters is considered an **advertisement**.

Aircraft means any machine or device that is capable of atmospheric flight.

Arbitration proceeding means a formal alternative dispute resolution proceeding or administrative hearing to which an **Insured** is required to submit by statute or court rule or to which an **Insured** has submitted with the Insurer's consent.

Asbestos means the mineral in any form whether or not the asbestos was at any time airborne as a fiber, particle or dust, contained in or formed a part of a product, structure or other real or personal property, carried on clothing, inhaled or ingested, or transmitted by any other means.

Authorized Insured means any **executive officer**, member of the **Named Insured's** risk management or in-house general counsel's office, or any **employee** authorized by the **Named Insured** to give or receive notice of a **claim**.

Auto means:

- A. a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
- B. any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

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

Bodily injury means bodily injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of

ENDORSEMENT #

This endorsement, effective 12:01 A.M. 03/01/2016 forms a part of CA Worker's Compensation Policy

Policy No. 012016046 issued to GEI Consultants, Inc.

By National Union Fire Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL
TO ENTITIES OTHER THAN THE FIRST NAMED INSURED**

This policy is amended as follows:

In the event that the Insurer cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;
2. the **First Named Insured** is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)") and has provided to the Insurer, either directly or through its broker of record, the email address of a contact at each such entity; and
3. the Insurer received this information after the **First Named Insured** receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the Insurer,

the Insurer will provide advice of cancellation (the "Advice") via e-mail to each such Certificate Holders within days after the **First Named Insured** provides such information to the Insurer; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the **First Named Insured** provides such information to the Insurer.

Proof of the Insurer emailing the Advice, using the information provided by the **First Named Insured**, will serve as proof that the Insurer has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following Definitions apply to this endorsement:

1. **First Named Insured** means the Named Insured shown on the Declarations Page of this policy.
2. **Insurer** means the insurance company shown in the header on the Declarations page of this policy.

All other terms, conditions and exclusions shall remain the same.

Authorized Representative

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

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 03/01/2016

forms a part of Policy No. 012016046

Issued to GEI Consultants, Inc.

CA Workers Compensation

By National Union Fire Insurance Company

We have a right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against any person or organization with whom you have a written contract that requires you to obtain this agreement from us, as regards any work you perform for such person or organization.

The additional premium for this endorsement shall be this policy.

% of the total estimated workers compensation premium for

