

PROJECT #: TF96
PROJECT NAME: Norwood Area Infill Circulation & Infrastructure Plan
DEPARTMENT: Development Services
DIVISION: Long-Range Planning

**CITY OF SACRAMENTO
CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT is made at Sacramento, California, as of June 13, 2006, by and between the CITY OF SACRAMENTO, a municipal corporation ("CITY"), and

Post, Buckley, Schuh & Jernigan, Inc (PBS&J)
1200 2nd St, Ste 200
Sacramento, CA 95814
Tel.# (916) 325-4800/FAX#: (916)325-4810

("CONSULTANT"), who agree as follows:

1. **Services.** Subject to the terms and conditions set forth in this Agreement, CONSULTANT shall provide to CITY the services described in Exhibit A. CONSULTANT shall provide said services at the time, place, and in the manner specified in Exhibit A. CONSULTANT shall not be compensated for services outside the scope of Exhibit A unless prior to the commencement of such services: (a) CONSULTANT notifies CITY and CITY agrees that such services are outside the scope of Exhibit A; (b) CONSULTANT estimates the additional compensation required for these additional services; and (c) CITY, after notice, approves in writing a Supplemental Agreement specifying the additional services and amount of compensation therefor. CITY shall have no obligations whatsoever under this Agreement and/or any Supplemental Agreement, unless and until this Agreement or any Supplemental Agreement is approved by the Sacramento City Manager or the City Manager's authorized designee, or by the Sacramento City Council, as required by the Sacramento City Code.
2. **Payment.** CITY shall pay CONSULTANT 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 CONSULTANT for the services rendered pursuant to this Agreement unless pursuant to Section 1, above, CITY approves additional compensation for additional services. CONSULTANT 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 which CONSULTANT uses for billing clients similar to CITY.
3. **Facilities and Equipment.** Except as set forth in Exhibit C, CONSULTANT shall, at its sole cost and expense, furnish all facilities and equipment which may be required for furnishing services pursuant to this Agreement. CITY shall furnish to CONSULTANT 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, which 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 CONSULTANT and made a part of this Agreement, including without limitation any document relating to the scope of services or payment therefor, the General Provisions shall control over said terms or conditions.

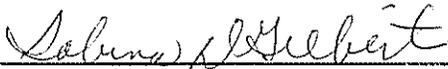
5. **CITY Representative.** The CITY Representative specified in Exhibit A, or the Representative's designee, shall administer this Agreement for CITY.
6. **Non-Discrimination in Employee Benefits.** This Agreement is subject to the provisions of Sacramento City Code Chapter 3.54, Non-Discrimination in Employee Benefits by City Contractors. The requirements of Sacramento City Code Chapter 3.54 are summarized in Exhibit E. CONSULTANT is required to sign the attached Declaration of Compliance (Equal Benefits Ordinance), to assure compliance with these requirements.
7. **Authority.** The person signing this Agreement for CONSULTANT hereby represents and warrants that he/she is fully authorized to sign this Agreement on behalf of CONSULTANT and to bind CONSULTANT 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

Marty Hanneman, Assistant City Manager
For: Ray Kerridge, City Manager

APPROVED TO AS FORM:



City Attorney

ATTEST:

City Clerk

Attachments

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

CONSULTANT:

Post, Buckley, Schuh & Jernigan, Inc
NAME OF FIRM

59-0896138

Federal I.D. No.

392-8245-4

State I.D. No.

67462

City of Sacramento Business Op. Tax Cert. No.

TYPE OF BUSINESS ENTITY (*check one*):

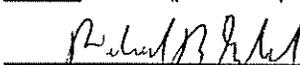
Individual/Sole Proprietor

Partnership

Corporation

Limited Liability Company

Other (*please specify*: _____)

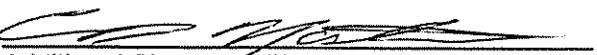


Signature of Authorized Person

Richard M. Grubel

Title

Senior Vice President



Additional Signature (*if required*)

Charles D. Nostra

Title

Assistant Secretary

**DECLARATION OF COMPLIANCE
Equal Benefits Ordinance**

Name of Consultant: Post, Buckley, Schuh & Jernigan, Inc

Address: 1200 2nd St, Ste 200, Sacramento, CA 95814

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

- 1 I have read and understand the Requirements of the Non-Discrimination In Employee Benefits Code (the "Requirements") provided to me by the City of Sacramento ("City") and attached as Exhibit E to my City contract or agreement ("Contract")
- 2 As a condition of receiving the City Contract, I agree to fully comply with the Requirements, as well as any additional requirements that may be specified in the City's Non-Discrimination In Employee Benefits Code codified at Chapter 3.54 of the Sacramento City Code (the Ordinance).
- 3 I understand, 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

I agree that should I offer any of the above listed employee benefits, that I 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 I understand that I will not be considered to be discriminating in the provision or application of employee benefits under the following conditions or circumstances:
 - a In the event that 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, I will not be required to provide the benefit, nor shall it be deemed discriminatory, if I require the employee to pay the monetary difference in order to provide the benefit to the domestic partner or to the spouse
 - b In the event I am unable to provide a certain benefit, despite taking reasonable measures to do so, if I provide the employee with a cash equivalent, I will not be deemed to be discriminating in the application of that benefit
 - c If I provide employee benefits neither to employee's spouses nor to employee's domestic partners
 - d If I provide employee benefits to employees on a basis unrelated to marital or domestic partner status

- e. If I submit, to the Program Coordinator, written evidence of making reasonable efforts to end discrimination in employee benefits by implementing policies which are to be enacted before the first effective date after the first open enrollment process following the date the Contract is executed with the City

I understand that any delay in the implementation of such policies may not exceed one (1) year from the date the Contract is executed with 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, in the infrastructure, 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 the Contract is executed with the City.

- g. Until the expiration of a current collective bargaining agreement(s) where, in fact, employee benefits are governed by a collective bargaining agreement(s)

- h. I take all reasonable measures to end discrimination in employee benefits by either requesting the union(s) involved agree to reopen the agreement(s) in order for me to take whatever steps are necessary to end discrimination in employee benefits or by my ending discrimination in employee benefits without reopening the collective bargaining agreement(s).

- i. In the event I cannot end discrimination in employee benefits despite taking all reasonable measures to do so, I provide a cash equivalent to eligible employees for whom employee benefits (as listed previously), are not available.

Unless otherwise authorized in writing by the City Manager, I understand this cash equivalent must begin at the time the union(s) refuse to allow the collective bargaining agreement(s) to be reopened or no longer than three (3) months from the date the Contract is executed with the City.

- 5. I understand that failure to comply with the provisions of Section 4 (a) through 4. (i), above, will subject me to possible suspension and/or termination of this Contract for cause; repayment of any or all of the Contract amount disbursed by the City; debarment for future contracts until all penalties and restitution have been paid in full; deemed ineligible for future contracts for up to two (2) years; 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. I understand and do hereby agree to provide each current employee and, within ten (10) days of hire, each new employee, of their rights under the Ordinance. I further agree to maintain a copy of each such letter provided, in an appropriate file for possible inspection by an authorized representative of the City. I also agree to prominently display a poster informing each employee of these rights.

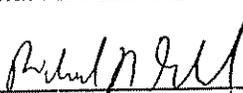
- 7. I understand that I have the right to request an exemption to the benefit provisions of the Ordinance when such a request is submitted to the Procurement Services Division, in writing with sufficient justification for resolution, prior to contract award

I further understand that the City may request a waiver or exemption to the provisions or requirements of the Ordinance, when only one contractor is available to enter into a contract or agreement to occupy and use City property on terms and conditions established by the City; when sole source conditions exist for goods, services, public project or improvements and related construction services; when there are no responsive bidders to the Ordinance requirements and the contract is for essential goods or services;

when emergency conditions with public health and safety implications exist; or when the contract is for specialized legal services if in the best interest of the City.

9. In consideration of the foregoing, I shall 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 me.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind the Contractor to the provisions of this Declaration.



Signature of Authorized Representative

May 26, 2006
Date

Richard M. Grubel

Print Name **Senior Vice President**

Title

EXHIBIT A
CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT
SCOPE OF SERVICES

1. Representatives.

The CITY Representative for this Agreement is:

TARA GODDARD, PROJECT MANAGER
915 I STREET, ROOM 2000
SACRAMENTO CA 95814
PHONE: (916)808-8332/ FAX: (916) 808-7185 / EMAIL: TGODDARD@CITYOFSACRAMENTO.ORG

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

The CONSULTANT Representative for this Agreement is:

DEAN GIPSON, SENIOR PROJECT MANAGER
POST, BUCKLEY, SCHUH & JERNIGAN, INC (PBS&J)
9275 SKY PARK CT, STE 200
SAN DIEGO, CA 92123
TEL.# (858)514-1021/FAX#: (858)514-1001/EMAIL: DJGIPSON@PBSJ.COM

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

- 2. Professional Liability Insurance.** Professional Liability (Errors and Omissions) insurance is X is not [check one] required for this Agreement. (See Exhibit D, Section 11, for complete insurance requirements.)
- 3. Scope of Services.**
The services provided shall be as set forth in Attachment 1 to Exhibit A, attached hereto and incorporated herein
- 4. Time of Performance.** The services described herein shall be provided during the period of June 13, 2006 through February 28, 2007.

ATTACHMENT A
SCOPE OF SERVICES
CITY OF SACRAMENTO
NORWOOD AREA INFILL CIRCULATION AND INFRASTRUCTURE PLAN

May 11, 2006

I. SCOPE OF SERVICES

A. **TASK 1 – Circulation and Infrastructure Needs Assessment and Data Collection**

1. **Records and Field Research:** Identify, request and collect pertinent records, including but not limited to, as-builts, right-of-way limits, traffic counts, land use, zoning, studies, reports, community plans, etc. CITY staff will assist in locating and providing copies of these records. Conduct a one-day site visit to document, photograph, locate and define public infrastructure such as street improvements, storm drain/sanitary sewers, water systems, electrical service, telecommunications services, and natural gas services within the project limits. CONSULTANT will review, organize and summarize the records and data.
2. **Interim Circulation Patterns Technical Memorandum:** Collect and document circulation patterns within the project limits, and particularly along Western Avenue, using existing traffic counts, studies and evaluations. Produce base maps (anticipated to be 200 scale) using aerial photographs provided by the CITY, which will become the basis for the final Project Design Report in Task 3. Prepare an Interim Circulation Patterns Technical Memorandum, approximately 3 to 5 pages in length, and includes the base maps.
3. **Infrastructure Needs Technical Memorandum:** Conduct an assessment of the existing public infrastructure, including the streets, curbs, sidewalks, water, wastewater, storm water, electrical, telecom and gas systems. The assessment will consist of reviewing existing documents, a visual site inspection and data collected at the community meetings. Provide service improvement recommendations and offer a phased, high level improvements plan recommendation. Produce a draft Infrastructure Needs Technical Memorandum, approximately 3 to 5 pages in length.

4. **Project Team Meetings:** Conduct internal team meetings. Includes up to 6 one-hour meetings to discuss, coordinate and execute the duties associated with Task 1.
5. **Budget Tracking:** Conduct a bi-monthly review of budget expenditures to monitor project progress and identify potential problem areas.
6. **Deliverables:**
 - a. Interim Circulation Patterns Technical Memorandum (10 copies and 1 PDF electronic copy)
 - b. Infrastructure Needs Technical Memorandum – Draft (10 copies and 1 PDF electronic copy)

B. TASK 2 – Community Workshops

1. **Community Database:** Assist CITY in maintaining a database of affected and nearby residents and businesses (1/2-mile radius) throughout the project. The database will include elected officials, key stakeholders, interested parties and media representatives. Work with community members to add contacts to the database through homeowner association mailing lists and established databases.
2. **Project Mailings:** Develop and produce up to four mailings notifying stakeholders of key information and milestones, including community meeting dates using purchased database. Includes two rounds of team revisions. Mailings to be black and white on colored cardstock, 8x11", folded in half. Quantity estimated at 2,500. Postage will be paid by the CITY.
3. **Community Meetings:** Hold four community meetings. Includes planning sessions with team members prior to each meeting, material gathering, presentation materials review (up to 2 exhibit boards) and 30-minute debrief sessions immediately after each meeting. Includes a maximum of one public affairs team member and two engineers per meeting.
4. **PowerPoint Presentation:** Prepare a PowerPoint presentation to explain the planning process of the circulation plan and other elements of the infrastructure evaluation efforts. This PowerPoint includes one presentation, with modest graphics, which will be modified for subsequent community meetings, and two rounds of team revisions.

5. **Community Advisory Team:** Identify community advisory team to serve as ambassadors to the community during this project. Includes team identification and initial contact letter, defined team expectations and meeting schedule. Meetings will occur on the same day and prior to each community meeting. Includes one public affairs team member.
6. **Project Team Meetings:** Conduct internal team meetings. Includes up to 5 two-hour meetings to discuss, coordinate and execute the duties associated with Task 2 including project outreach.
7. **Deliverables:**
 - a. Community Meeting Agenda (up to 4 meetings, 50 copies each)
 - b. Community meeting informational mailing and meeting announcement (up to 4 mailings, 2,500 each)
 - c. Power Point presentations and meeting exhibits (up to 2 boards total) for up to 4 meetings
 - d. Minutes of Community Meeting, including a description of attendees, a summary of items discussed and key issues, a summary of questions and answers, and action items; minutes will be in e-mail format and distributed to CITY and CONSULTANT team members (up to 4 meetings)

C. TASK 3 – Circulation Plan and Project Design Report

1. **Monthly Client Meetings:** Meet with CITY up to 11 times during the project to discuss project status, issues, concerns and progress. For nine of these meetings some team members will participate via teleconference. CONSULTANT will provide an agenda and minutes summarizing major issues and action items for these meetings. The first meeting will be considered the project kickoff meeting.
2. **Circulation Plan Technical Report:** Develop circulation plan recommendations for pedestrian, bicycle, and vehicular transportation. Develop figures and drawings to show recommendations. Prepare preliminary level cost estimates for the circulation plan and infrastructure recommendations, relying on recent city project estimates, commercial cost estimating reference materials (e.g. Means) and experience. Produce a draft Circulation Plan Technical Report, approximately 5 to 7 pages in length.
3. **Project Design Report:** Prepare a draft Project Design report that incorporates the data from the draft technical memoranda and interim

reports into a document that also includes descriptions of the recommended infrastructure improvements, circulation recommendations, an implementation plan and schedule, cost improvements by phase, and base maps. Conduct one review cycle to capture comments from CITY staff, and address the comments. Produce a final Project Design Report that incorporates the appropriate comment changes. The Project Design Report will be divided into sections and include a table of contents, executive summary, and conclusions.

4. **Final Presentation Report:** Prepare a summary report explaining the design concepts, public input and results for CITY staff to present to various departments, commissions and council. This report will condense the findings and results of the Project Design report into concise, understandable portions. A 1 to 2 page summary and up to 10 Power Point slides will be provided. Includes time for one CONSULTANT to attend up to 2 final project presentations with CITY staff, such as planning commission and/or City council meetings.
5. **Project Team Meetings:** Conduct internal team meetings. Includes up to 14 one-hour meetings to discuss, coordinate and execute the duties associated with Task 3.
6. **Deliverables:**
 - a. Meeting agenda (up to 11 meetings, 5 copies each)
 - b. Meeting minutes (up to 11 meetings, 5 copies each)
 - c. Circulation Plan Technical Report – Draft (10 copies and 1 PDF electronic copy)
 - d. Project Design Report - Draft (15 copies)
 - e. Project Design Report - Final (15 bound copies, 1 camera ready unbound copy, 1 electronic copy in Word, 1 electronic PDF copy, and GIS files in ESRI/shapefile format)
 - f. Final Presentation Report (15 copies, 1 electronic copy in Word and Power Point, and 1 electronic PDF copy)

D. **SUMMARY OF ASSUMPTIONS**

The following is a summary of assumptions made for this project.

1. CITY staff will assist with the research and gathering of all records (e.g. as-builts, traffic counts, ROW limits, land use, zoning, pertinent study documents, outreach mailing lists, etc.,)

2. Detail of all studies will be at the desktop level
3. Monthly meetings with CITY will be a maximum of 2 hours
 - a. Teleconferencing will be maximized
 - b. Of the 11 anticipated meetings with CITY, 2 will be face to face, all others will be teleconference
4. 200 scale maps are anticipated to be provided in hard copy and GIS (ESRI format) with limited detail enlargements of example areas
5. Typical details and standards will be used as much as possible
6. CITY staff will attend the four (4) community meetings along with CONSULTANT staff
 - a. At least two (2) CONSULTANT staff are anticipated to attend each community meeting
 - b. Two (2) meetings may be on Saturday
 - c. All community meetings are anticipated to end no later than 8:00 PM
 - d. Tentative community meeting dates: mid June '06; late Aug '06; early Nov '06; late Jan '07
7. Postage for community mailings is not included in this proposal and it will be provided and/or paid for by the CITY.
8. It is anticipated that CITY staff will make final presentations to identified departments, planning commission, and council with one CONSULTANT member to assist/attend up to 2 final presentations.
9. All work will be completed by February 28, 2007

II. ADDITIONAL ENGINEERING SERVICES

If requested by CITY, CONSULTANT will provide the following Additional Services, beyond the services included in Section I, Scope of Services:

- A. Attendance to additional meetings beyond those specifically identified in Section I.
- B. Any additional project related services not specifically included in Section I, Scope of Services.

III. CLIENT FURNISHED SERVICES

The following services or information will be provided by CITY or its consultants:

- A. Provide copies of all relevant reports, traffic counts, studies, drawings, correspondence, and other relevant project information or data.

- B. Assign one person to serve as the CITY's project manager who has authority to represent the CITY and will serve as the point of interface for all project issues and communications.
- C. Provide all required surveys and photogrammetry services including complete topographic information (based upon Lambert coordinate system if required for this project), location and plotting of property lines, right-of-ways and easements, ground survey and spot elevations for obscured or flat areas, and critical drainage and tie-in locations, flow line elevations of sewer and drainage manholes, and other information necessary to support the planning or design services.
- D. Although the CONSULTANT will perform coordination and processing with all utility companies including obtaining utility records and locations within the project area, the CITY will assist with identifying the appropriate utility contacts and using city letterhead to request data and information.
- E. Provide and maintain the database of affected and nearby residents and businesses (1/2 mile radius) throughout the project, with assistance from CONSULTANT's public affairs team member to identify key stakeholders and interested parties.
- F. Provide a complete written description of all pertinent project information and issues, including all unusual or critical requirements of the CITY.
- G. Conduct presentations for city departments, commissions, and Council for project updates and approvals. One CONSULTANT staff will accompany and assist CITY staff with up to 2 of these presentations.

DG:

cc: Sara Maples, PBS&J
Glenn McPherson, PBS&J
Dean Gipson, Project Manager, PBS&J
Project File

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EXHIBIT B

CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT

FEE SCHEDULE/MANNER OF PAYMENT

1. **CONSULTANT'S Compensation.** The total of all fees paid to the CONSULTANT 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 **TWO HUNDRED THIRTY NINE THOUSAND SIX HUNDRED FIFTEEN DOLLARS (\$239,615.00)**.

2. **Appropriate Billable Hourly or Daily Rates.**
 - A. Payment to the CONSULTANT under this Agreement will be made on a monthly basis, in accordance with the hourly rates set forth in Attachment 1 to Exhibit A, attached hereto and incorporated herein.

3. **CONSULTANT'S Reimbursable Expenses.** Reimbursable Expenses shall be limited to actual expenditures of CONSULTANT 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 CONSULTANT.**
 - A. Payments to CONSULTANT shall be made within a reasonable time after receipt of CONSULTANT'S invoice, said payments to be made in proportion to services performed or as otherwise specified in Section 2.B., above. CONSULTANT may request payment on a monthly basis. CONSULTANT 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 CONSULTANT 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 CONSULTANT for correction. CITY shall not be responsible for delays in payment to CONSULTANT resulting from CONSULTANT'S failure to comply with the invoice format described below.

D. Requests for payment shall be sent to:

TARA GODDARD, PROJECT MANAGER
915 I STREET, ROOM 2000
SACRAMENTO CA 95814

PHONE: (916)808-8332/ FAX: (916) 808-7185 / EMAIL: TGODDARD@CITYOFSACRAMENTO.ORG

5. **Additional Services.** Additional Services are those services related to the scope of services of CONSULTANT 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 CONSULTANT.** CONSULTANT shall maintain for three (3) years after completing of all Services and Additional Services hereunder, all records under this Agreement, including, but not limited to, records of CONSULTANT'S direct salary costs for all Services and Additional Services performed under this Agreement and records of CONSULTANT'S Reimbursable Expenses, in accordance with generally accepted accounting practices, and shall keep such records available for inspection and audit by representatives of the Department of Finance of CITY at a mutually convenient time.
7. **Taxes.** CONSULTANT shall pay, when and as due, any and all taxes incurred as a result of CONSULTANT'S compensation hereunder, including estimated taxes, and shall provide CITY with proof of such payment upon request. CONSULTANT hereby agrees to indemnify CITY for any claims, losses, costs, fees, liabilities, damages or injuries suffered by CITY arising out of CONSULTANT'S breach of this Section 7.

ATTACHMENT B
FEES AND CONDITIONS
CITY OF SACRAMENTO
NORWOOD AREA INFILL CIRCULATION AND INFRASTRUCTURE PLAN

May 11, 2006

FEES AND CONDITIONS

- A. The Services described in Attachment A, Section I, Scope of Services, will be provided on an hourly rate basis plus related expenses with an estimated upper limit of \$239,615
- B. The fees for the Services described in Attachment A, Section II, Additional Engineering Services, will be provided on an hourly rate basis in accordance with the CONSULTANT Standard Rate Schedule in effect at the time the services are performed. A copy of the current Standard Rate Schedule is attached.

DG:

cc: Sara Maples, PBS&J
Glenn McPherson, PBS&J
Dean Gipson, Project Manager, PBS&J
Project File

LABOR ESTIMATEProject Name: **Norwood Infill Circulation& Infrastructure Plan**

Client/Owner: **City of Sacramento**
 Project Manager: **Dean Gipson**
 Prepared By: **Dean Gipson**
 Proj/Prop No.:
 Date: **May 19, 2006**

**FEE SUMMARY**

<u>ITEM</u>	<u>TOTAL</u>
Labor	\$228,815
Outside Services	\$0
Direct Costs	\$10,800
TOTAL	\$239,615

BILLING RATES

ENGINEERING SERVICES	
Principal Engineer IV - PRIV	\$250
Principal Engineer III - PRIII	\$209
Principal Engineer II - PRII	\$186
Principal Engineer I - PRI	\$175
Supervising Engineer II - SPEII	\$160
Supervising Engineer I - SPEI	\$150
Senior Engineer III - SEIII	\$135
Senior Engineer II - SEII	\$128
Senior Engineer I - SEI	\$118
Engineer III - EIII	\$115
Engineer II - EII	\$110
Engineer I - EI	\$100
Engineering Aide - EA	\$65
ADMINISTRATIVE SERVICES	
Senior Administrator - SA	\$120
Sr. Admin Assistant III - SAIII	\$95
Sr. Admin Assistant II (N9) - SAII	\$85
Sr. Admin Assistant I (N8) - SAI	\$79
Admin Assistant III (N7) - AIII	\$68
Admin Assistant II (N6) - AII	\$63
Admin Assistant I/Clerk - AI	\$55
OTHER PROFESSIONAL SERVICES	
Principal Professional - PP	\$185
Supervising Professional - SP	\$160
Sr. Prof III/Sr. GIS Analyst III - SPIII	\$145
Sr. Prof II/Sr. GIS Analyst II - SPII	\$131
Sr. Prof. I/Sr. GIS Analyst I - SPI	\$118
Professional II/GIS Analyst II - PII	\$98
Professional I/GIS Analyst - PI	\$85

ENVIRONMENTAL SCIENCE	
Senior Scientist III - SSIII	\$180
Senior Scientist II - SSII	\$165
Senior Scientist I - SSI	\$132
Associate Planner - SIII	\$125
Scientist II - SII	\$110
Scientist I - SI	\$95
Assistant Scientist - AS	\$80
Research Assistant - RA	\$55
CONSTRUCTION RELATED SERVICES	
Senior Construction Manager - SCM	\$135
Construction Manager - CM	\$120
Resident Engineer - SPEC	\$125
Prevailing Wage Field Rep - PWFR	\$111
Senior Field Representative* - SFR	\$105
Construction Mgmt Rep. II* - CMII	\$89
Construction Mgmt Rep. I* - CMI	\$82
Sr. Contract Administrator - CAS	\$101
Contract Administrator - CA	\$80
(* non-prevailing wage)	
DESIGN & GRAPHIC SERVICES	
Senior Designer III - SDIII	\$130
Senior Designer II - SDII	\$125
Senior Designer I - SDI	\$115
Designer II - DII	\$105
Designer I - DI	\$95
CADD Technician III (N9) - CTIII	\$90
CADD Technician II (N8) - CTII	\$78
CADD Technician I (N7) - CTI	\$65
Graphics Designer II (N11) - GDII	\$95
Graphics Designer I (N10) - GDI	\$90

PBS&J / EIP Associates

TASK DESCRIPTION		LABOR CODE/STAFF HOURS														TOTALS								
Pt	Task/Task/Sub	PRI	DG	PRI	MB	PRI	SEI	DF	SEI	SP	RC	LT	AI	DII	JL	EC	SPI	GDI	PRIII	SIII	TF	HOURS	FEE	
01	NEEDS ASSESSMENT																						0	\$0
	0111 Records research/review	28																					28	\$4,900
	0112 Photo field survey	12																					34	\$5,458
	SUBTOTAL									10													62	\$10,358
	0121 Collect circulation patterns data																						24	\$3,516
	0122 Produce base maps (200 scale)	8															40						58	\$7,414
	0123 Interim TM on circulation patterns																4						40	\$4,672
	SUBTOTAL												8										122	\$15,602
	0131 ROW location	4																					4	\$700
	0132 Infrastructure Assessment	30																					30	\$5,250
	0133 Service recommendations	8																					8	\$1,400
	0134 Phasing recommendations	8																					8	\$1,400
	0135 Infrastructure needs TM (draft)	40															20						76	\$10,240
	SUBTOTAL												16										126	\$18,990
	0141 Project Team Meetings (6 total)	6																					24	\$3,810
	SUBTOTAL																						24	\$3,810
	0151 Budget Tracking	12																					12	\$2,100
	SUBTOTAL																						12	\$2,100
	TOTAL - THIS PAGE	156															64						346	\$50,860
	TOTAL - ALL PAGES	440															168						1,621	\$228,815

PBS&J / EIP Associates

TOTALS

TASK DESCRIPTION

LABOR CODE/STAFF HOURS

FEE

P1	Task/Task/Sub	PRI	DG	PRI	MB	SEI	DF	SP	RC	AI	LT	DII	JL	SPI	EC	GDI	KC	PRIII	GM	SIII	TF	HOURS	FEE													
																								PRI	MB	SEI	DF	SP	RC	AI	LT	DII	JL	SPI	EC	GDI
02	WORKSHOPS																					0	\$0													
	0211 Community Database							6		2												8	\$1,070													
	SUBTOTAL																					8	\$1,070													
	0221 Project Mailings (4 total)		4	4				20		8						12						48	\$6,120													
	SUBTOTAL		4	4																		48	\$6,120													
	0231 Community Meetings (4 total)		32	32				88		40						12			6			210	\$29,814													
	SUBTOTAL		32	32																		210	\$29,814													
	0241 Power Point Presentations		4	4				16		8						12						56	\$6,896													
	SUBTOTAL		4	4																		56	\$6,896													
	0251 Community Advisory Team							15		15												30	\$3,225													
	SUBTOTAL																					30	\$3,225													
	0261 Project Team Meetings (5 total)		10	5				10													10	40	\$6,065													
	SUBTOTAL		10	5																		40	\$6,065													
																						PAGE TOTALS														
																						PRI	50	45	17	155	73	0	0	36	6	10	0	0	392	\$53,190
																						PRI	440	221	265	233	170	0	168	60	24	40	0	0	1,621	\$228,815
																						TOTAL - THIS PAGE														
																						TOTAL - ALL PAGES														

PBS&J / EIP Associates

TASK DESCRIPTION

Pt	Task Task/Sub	LABOR CODE/STAFF HOURS																TOTALS								
		PRI DG	PRI MB	SEI DF	SP RC	AI LT	DII JL	SPI EC	GDI KC	PRIII GM	SIIII TF	HOURS	FEE	PRI	PRI	SEI	SP	AI	DII	SPI	GDI	PRIII	SIIII	PAGE TOTALS		
03	CIRCULATION PLAN																									
	0311 Progress meetings (11)	32	20	16	32																					
	0312 Maintain schedule	11																								
	0313 Meeting Agenda	6				6																				
	0314 Meeting Minutes	11				11																				
	SUBTOTAL																									
	0321 Circulation plan recommendations	16	24	60																						
	0322 Circulation Plan Tech. Rpt (draft)	20	16	30		12																				
	0323 Figures for circulation plan rpt																									
	0324 Cost estimates (traffic & infrastru.)	24	16	24																						
	SUBTOTAL																									
	0331 Prepare Project Design Report	48	24	40		24																				
	0332 Comments/Review	8	4	4		4																				
	0333 Finalize PDR	16	12	16		8																				
	SUBTOTAL																									
	0341 Prepare final presentation report	28	12	12		8																				
	SUBTOTAL																									
	0351 Project team meetings (14 total)	14	14																							
	SUBTOTAL																									
TOTAL - THIS PAGE		294	142	202	62	73	0	104	24	18	24	0	0	883												
TOTAL - ALL PAGES		440	221	265	233	170	0	168	60	24	40	0	0	1,621												

PBS&J

Direct Costs

DESCRIPTION						TOTALS
Pt	Task	Type	Quantity	Unit	Unit Cost	Cost
09		Courier - Next Day	10	TRIPS	\$20.00	\$200.00
		Mileage	225	MILES	\$0.45	\$100.13
		Printing	1	VARIES	\$1,500.00	\$1,500.00
		Travel/Subsistence	1	VARIES	\$5,000.00	\$5,000.00
		Project Mailings (excludes postage)	4	VARIES	\$1,000.00	\$4,000.00
TOTAL						\$10,800

EXHIBIT D
CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT

GENERAL PROVISIONS

1. Independent Contractor.

- A. It is understood and agreed that CONSULTANT (including CONSULTANT'S employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither CONSULTANT nor CONSULTANT'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 CONSULTANT under the provisions of this Agreement, and CONSULTANT shall be issued a Form 1099 for its services hereunder. As an independent contractor, CONSULTANT 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 CONSULTANT'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 CONSULTANT, 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 by the Services agreed to be rendered and performed under this Agreement, but not as to the means, methods, or sequence used by CONSULTANT for accomplishing such results. TO the extent that CONSULTANT 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 CONSULTANT'S sole discretion based on the CONSULTANT'S determination that such use will promote CONSULTANT'S efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the CITY does not require that CONSULTANT 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 CONSULTANT, such persons shall be entirely and exclusively under the direction, supervision, and control of CONSULTANT. 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 CONSULTANT. It is further understood and agreed that CONSULTANT shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of CONSULTANT'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 as to create an exclusive relationship between CITY and CONSULTANT. CONSULTANT may represent, perform services for, or be employed by such additional persons or companies as CONSULTANT sees fit provided that CONSULTANT does not violate the provisions of Section 5, below.

2. **Licenses; Permits, Etc.** CONSULTANT represents and warrants that CONSULTANT has all licenses, permits, City Business Operations Tax Certificate, qualifications, and approvals of whatsoever nature which are legally required for CONSULTANT to practice its profession or provide any services under the Agreement. CONSULTANT represents and warrants that CONSULTANT 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 which are legally required for CONSULTANT to practice its profession or provide such Services. Without limiting the generality of the foregoing, if CONSULTANT is an out-of-state corporation, CONSULTANT 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.** CONSULTANT shall devote such time to the performance of Services pursuant to this Agreement as may be reasonably necessary for satisfactory performance of CONSULTANT'S obligations under this Agreement. Neither party shall be considered in default of this Agreement, nor be entitled to additional compensation, to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.
4. **CONSULTANT Not Agent.** Except as CITY may specify in writing, CONSULTANT and CONSULTANT'S personnel shall have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. CONSULTANT and CONSULTANT'S personnel shall have no authority, express or implied, to bind CITY to any obligations whatsoever.
5. **Conflicts of Interest.** CONSULTANT 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 which would in any way hinder CONSULTANT'S performance of Services under this Agreement. CONSULTANT 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. CONSULTANT 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.
6. **Confidentiality of CITY Information.** During performance of this Agreement, CONSULTANT 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, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "City Information") which are valuable, special and unique assets of the CITY. CONSULTANT agrees to protect all City Information and treat it

as strictly confidential, and further agrees that CONSULTANT 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. A violation by CONSULTANT of this Section 6 shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

7. CONSULTANT Information.

- A. CITY shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by CONSULTANT 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. CONSULTANT shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by CITY.
- B. CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT of its obligations hereunder, which shall survive any termination or expiration of this Agreement.
- C. All proprietary and other information received from CONSULTANT by CITY, whether received in connection with CONSULTANT'S proposal to CITY or in connection with any Services performed by CONSULTANT, 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 CONSULTANT of any request for the disclosure of such information. The CONSULTANT 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 CONSULTANT 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 CONSULTANT to respond to the notice provided by CITY and/or to enter into an agreement with CITY, in accordance with

Exhibit D
Page 3 of 9

the provisions of subsection C, above, shall constitute a complete waiver by CONSULTANT of any rights regarding the information designated "trade secret" by CONSULTANT, and such information shall be disclosed by CITY pursuant to applicable procedures required by the Public Records Act.

8. **Standard of Performance.** CONSULTANT shall perform all Services required pursuant to this Agreement in the manner and according to the standards currently observed by a competent practitioner of CONSULTANT'S profession in California. All products of whatsoever nature which CONSULTANT 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 CONSULTANT'S profession. CONSULTANT shall assign only competent personnel to perform

Services pursuant to this Agreement. CONSULTANT shall notify CITY in writing of any changes in CONSULTANT'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 or persons assigned by CONSULTANT to perform Services pursuant to this Agreement, because CITY, in its sole discretion, determines that such person(s) is not performing in accordance with the standards required herein, CONSULTANT shall remove such person(s) immediately upon receiving notice from CITY of the desire of CITY for the removal of such person(s).

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

- A. This Agreement shall become effective on the date that it is approved by both parties, 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 CONSULTANT'S performance hereunder, in whole or in part, by giving a written notice of suspension to CONSULTANT. If CITY gives such notice of suspension, CONSULTANT 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 CONSULTANT. If CITY gives such notice of termination, CONSULTANT shall immediately cease rendering Services pursuant to this Agreement. If CITY terminates this Agreement:
1. CONSULTANT shall promptly deliver to CITY copies of all information prepared pursuant to this Agreement.
 2. CITY shall pay CONSULTANT the reasonable value of Services rendered by CONSULTANT prior to termination; provided, however, CITY shall not in any manner be liable for lost profits which might have been made by CONSULTANT had the Agreement not been terminated or had CONSULTANT completed the Services required by this Agreement. In this regard, CONSULTANT 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 render by CONSULTANT. The foregoing is cumulative and does not affect any right or remedy which CITY may have in law or equity.

10. Indemnity.

- A. Indemnity: CONSULTANT shall fully indemnify and save harmless, CITY, its officers and employees, and each and every one of them, from and against all actions, damages, costs, liability, claims, losses, judgments, penalties and expenses of every type and description, including, but not limited to, any fees and/or costs reasonable incurred by CITY'S staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), to which any or all of them may be subjected, to the extent such Liabilities are caused by or result from any negligent act or omission or willful misconduct of CONSULTANT, its subconsultants, subcontractors or agents, and their respective officers and employees, in connection with the performance or nonperformance of this Agreement, whether or not the CITY, its officers or employees reviewed, accepted or approved any service or work product performed or provided by the CONSULTANT, and whether or not such Liabilities are litigated, settled or reduced to judgment.
- B. Obligation to Defend: CONSULTANT shall, upon CITY'S request, defend at CONSULTANT'S sole cost any action, claim, suit, cause of action or portion thereof which asserts or alleges Liabilities to the extent such Liabilities are caused by or result from any negligent act or omission or willful misconduct of CONSULTANT, its subconsultants, subcontractors or agents, and their respective officers and employees, in connection with the performance or nonperformance of this Agreement, whether such action, claim, suit, cause of action or portion thereof is well founded or not.
- C. Insurance Policies; Intellectual Property Claims: Except as may be expressly provided in this Section 10, 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 CONSULTANT 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, CONSULTANT shall maintain the following insurance:

- A. Minimum Scope of Insurance: Coverage should be at least as broad as:
 - (1) Insurance Services Office Form No. CG 0001 (Commercial General Liability);

- (2) Insurance Services Office Form No. CA 0001 (Ed. 1/87) (Automobile Liability, Code "any auto");
- (3) Workers' Compensation as required by the Labor Code of the State of California, and Employers' Liability Insurance;
- (4) Professional Liability (Errors and Omissions) insurance against loss due to error, omission or malpractice if specifically required in the Scope of Services (Exhibit A).

B. Minimum Limits of Insurance: CONSULTANT shall maintain limits no less than:

- (1) Commercial General Liability; \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
- (2) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- (3) Workers' Compensation and Employers' Liability: Workers' compensation limits as required by the Labor Code of the State of California and Employers' Liability limits of \$1,000,000 per accident.
- (4) Professional Liability (Errors and Omissions): \$1,000,000 combined single limit per occurrence if specifically required in the Scope of Services (Exhibit A).

C. Deductibles and Self-Insured Retention's: Any deductibles or self-insured retentions must be declared to and approved by the CITY.

D. Other Insurance Provisions: The policies are to contain, or be endorsed to contain, the following provisions:

- (1) General Liability and Automobile Liability Coverages:
 - (a) CITY, its officials, employees and volunteers shall be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of CONSULTANT; products and completed operations of CONSULTANT; premises owned, leased or used by CONSULTANT. The coverage shall contain no special limitations on the scope of the protection afforded to CITY, its officials, employees or volunteers
 - (b) CONSULTANT'S insurance coverage shall be primary insurance as respects CITY, its officials, employees and volunteers. Any insurance or self-insurance maintained by CITY, its officials, employees or volunteers shall be in excess of CONSULTANT'S insurance and shall not contribute with it.

- (c) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to CITY, its officials, employees or volunteers.
- (d) Coverage shall state that CONSULTANT'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.

(2) All Coverages:

Each insurance policy required by this Agreement shall be endorsed to state that coverages shall not be canceled except after thirty (30) days prior written notice has been given to CITY. In addition, CONSULTANT agrees that it shall not reduce its coverage or limits on any such policy except after thirty (30) days prior written notice has been give to CITY and CITY approves the reduction in coverage or limits. CONSULTANT further agrees that it shall not increase any deductibles or self-insured retentions on any such policy except after thirty (30) days prior written notice has been given to CITY and CITY approves such increase.

- E. Acceptability of Insurers: Insurance shall be placed with insurers with a Bests' rating of no less than A:VII. This requirement may, however, be waived in individual cases for Errors and Omissions Coverages only; provided, however, that in no event shall a carrier with a rating below B.IX be acceptable.
- F. Verification of Coverage: CONSULTANT shall furnish CITY with certificates of insurance showing compliance with the above requirements and with original endorsements effecting all coverages required by this Agreement. The certificates and/or endorsements shall set forth a valid policy number for CITY, and shall indicate the Issue Date, Effective Date and Expiration Date. The certificates and endorsements for each insurance policy shall be signed by a person authorized by the insurer to bind coverage on its behalf. The certificates and endorsements shall be forwarded to the CITY representative named in Exhibit A.
- G. Payment Withhold. CITY shall withhold payments to CONSULTANT if the certificates of insurance and endorsements required in subsection F, above, are canceled or CONSULTANT otherwise ceases to be insured as required herein.

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

- A. Compliance With Regulations: CONSULTANT 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: CONSULTANT, 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. CONSULTANT 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 CONSULTANT for work to be performed under any subcontract, including all procurement of materials or equipment, each potential subcontractor or supplier shall be notified by CONSULTANT of CONSULTANT'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: CONSULTANT 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 CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, CONSULTANT 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 CONSULTANT 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 CONSULTANT under this Agreement until CONSULTANT complies;
 - (2) Cancellation, termination, or suspension of the Agreement, in whole or in part.
- F. Incorporation of Provisions: CONSULTANT 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. CONSULTANT 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 CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, CONSULTANT 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 CONSULTANT, 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 CONSULTANT, 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 CONSULTANT are material considerations for this Agreement. CITY has a strong interest in the qualifications and capability of the persons and entities who will fulfill the obligations imposed on CONSULTANT under this Agreement. In recognition of this interest, CONSULTANT 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.

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 \$25,000.00. 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 contracts 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 or 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 directing 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
Contract Services Unit
915 I Street, Room 2000
Sacramento, CA 95814-2714

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

Attachment B



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

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

The included employee benefits are:

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

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

You May . . .

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

City of Sacramento
Contract Services Unit
915 I Street, Room 2000
Sacramento, CA 95814-2714
- Bring an action in the appropriate division of the Superior Court of the State of California against the employer and obtain reinstatement, injunctive relief, compensatory damages, punitive damages and reasonable attorney's fees and costs.

Discrimination and Retaliation Prohibited.

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

You May Also . . .

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

EXHIBIT F

CALIFORNIA DEPARTMENT OF TRANSPORTATION ADDITIONAL CONTRACT PROVISIONS

- A. This Agreement (hereafter the "Contract") shall begin on June 13, 2006, contingent upon approval from the State, and expire on February 28, 2007, 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 Consultant, 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 Consultant 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 provisions of this Article.
- C.
1. The City of Sacramento shall reimburse the Consultant for actual costs as specified in Exhibit B. The actual costs shall include direct salary costs, employee benefits, overhead and other direct costs. The total amount payable by the City, for all work and expenses resulting from this contract, shall not exceed \$239,615.00. It is understood and agreed that this total is an estimate, and that there is no guarantee, either expressed or implied, as to the actual dollar amount that will be authorized under this contract through amendments.
 2. The Consultant 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, Consultant'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.
 3. The Consultant shall not commence performance of work or services until the City and State have approved this contract 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.

4. Any subcontract, entered into as a result of this contract, shall contain all of the provisions of this Article.
- D.**
1. The Consultant 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 Consultant'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 Subconsultants.
 3. Any substitution of Subconsultants 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 Consultant enters into any non-budgeted purchase order or subcontract exceeding \$500 for supplies, equipment, or consultant services. The Consultant shall provide the necessity or desirability of incurring such costs.
 2. For purchase of any item, service or consulting work not covered in the Consultant'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 Consultant 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 Consultant 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 Consultant elects to keep the equipment, the fair market value shall be determined, at the Consultant'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 Consultant. 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 Consultant 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 Consultant within the immediately proceeding two-year period because of the Consultant's failure to comply with an order of a Federal court that orders the Consultant 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 Consultant 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 Consultant, Subconsultants, 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 Consultant 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 Subconsultant and service vendor shall result in the consultant being liable for the termination cost incurred by any Subconsultant 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.

RATES AND OTHER DIRECT COSTS

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 Consultant shall adjust the proposed indirect rate to the audited provisional rate of 173.00 percent.
3. There are no Other Direct Costs for vehicles associated with this Agreement.

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

5. Documentation

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

6. Ownership of Documents

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

7. Copyrights

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

8. Changes in Work

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

9. Construction Plans and Specifications

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

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

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/18/2006

PRODUCER (305)822-7800 FAX (305)827-0585
Collinsworth, Alter, Fowler, Dowling
& French Group Inc.
P. O. Box 9315
Miami Lakes, FL 33014-9315

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Sentry Insurance a Mutual Company A+ XV	
INSURER B: Steadfast Insurance Company A XV	
INSURER C: Lloyds of London A XV	
INSURER D:	
INSURER E:	

INSURED Post, Buckley, Schuh, & Jernigan, Inc.
d/b/a PBS&J
2001 NW 107 Avenue
Miami, FL 33172-2507

COVERAGES

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

INSR ADD'L LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	90-15807-03	09/30/2005	09/30/2006	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 25,000
	<input checked="" type="checkbox"/> Contractual Liab				PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC				PRODUCTS - COM/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY	90-15807-04	09/30/2005	09/30/2006	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO	90-15807-05			BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS				
<input checked="" type="checkbox"/> NON-OWNED AUTOS					
<input checked="" type="checkbox"/> Contractual Liab					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
B	EXCESS/UMBRELLA LIABILITY	AUC508762101	09/30/2005	09/30/2006	EACH OCCURRENCE \$ 25,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$ 25,000,000
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input checked="" type="checkbox"/> RETENTION \$ 0				\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	90-15807-01	09/30/2005	09/30/2006	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	90-15807-02			E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under SPECIAL PROVISIONS below	NO			E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
					E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	OTHER Professional/Pollution Liability	LDUSA0500811	09/30/2005	09/30/2006	\$1,000,000 Limits Ea Claim and Annual Aggregate 11/11/1961 Retrodate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Ref: Norwood Area Infill Circulation And Infrastructure Plan.

City of Sacramento, its officials, employees and volunteers are named additional insured on the General & Auto liability, excluding professional services; said policies shall be primary and non-contributory to that of the named additional insureds. Issuing companies will provide 30 days written notice of cancellation, non-renewal and/or material reduction of coverage/limits.

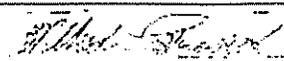
CERTIFICATE HOLDER

Sacramento, City of
Attn: Tara B. Goddard
915 I Street, Third Floor
Sacramento, CA 95814

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Meade Collinsworth/EEC



IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

POLICY NUMBER: # 90-15807-03
Post, Buckley Schuh & Jernigan, Inc.
dba PBS&J
dba Powell/PBS&J
dba Triline/PBS&J
dba Welker/PBS&J
dba Croslin & Associates

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS (FORM B)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

City of Sacramento, its officials, employees and volunteers

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

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respects to liability arising out of "your work" for that insured by or for you.

Ref: Norwood Area Infill Circulation And Infrastructure Plan.

Policy Number: 90-15807-04
90-15807-05

Post, Buckley Schuh & Jernigan, Inc.
dba PBS&J
dba Powell/PBS&J
dba Triline/PBS&J
dba Welker/ PBS&J
dba Croslin & Associates

THIS ENDORSEMENT CHANGES THE POLICY PLEASE READ IT CAREFULLY

ADDITIONAL INSURED

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

**BUSINESS AUTOMOBILE COVERAGE FORM
GARAGE COVERAGE FORM
TRUCKERS COVERAGE FORM**

SCHEDULE

**NAME OF PERSON
ORGANIZATION:**

LOCATION: N/A

ANY PERSON OR ORGANIZATION
THE NAMED INSURED IS OBLIGATED
TO PROVIDE PRIMARY INSURANCE
WHERE REQUIRED BY WRITTEN
CONTRACT OR AGREEMENT

WHO IS AN INSURED (SECTION II) IS AMENDED TO INCLUDE AS AN "INSURED" THE PERSON(S)
OR ORGANIZATION(S) SHOWN IN THE SCHEDULE BUT ONLY WITH RESEPECTS TO THEIR LIABILITY
ARISING OUT OF:

- a) YOUR WORK FOR THE ADDITIONAL INSURED(S) AT THE LOCATION DESIGNATED, OR
- b) ACTS OR OMISSIONS OF THE ADDITIONAL INSURED(S) IN CONNECTION WITH THEIR
GENERAL SUPERVISION OF YOUR WORK AT THE LOCATION SHOWN IN THE SCHEDULE

FOR CLAIMS ARISING OUT OF THE OPERATION, MAINTNANCE, OR USE OF A COVERAGED
"AUTO".

Ref: Norwood Area Infill Circulation And Infrastructure Plan.

This endorsement is part of your policy and takes effect on the effective date of your policy, unless another effective date is shown below.

Policy Number: 90-15807-03
Post, Buckley, Schuh & Jernigan, Inc.
dba PBS&J
dba Powell/PBS&J
dba Triline/PBS&J
dba Welker/PBS&J
dba Croslin & Associates

THIS ENDORSEMENT CHANGES THE POLICY PLEASE READ IT CAREFULLY

AMENDATORY ENDORSEMENT – ADDITIONAL INSURED

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

IT IS AGREED THAT THE INSURANCE AFFORDED TO THE ADDITIONAL INSURED IS PRIMARY INSURANCE.

IF, HOWEVER, THE ADDITIONAL INSURED HAS OTHER INSURANCE WHICH IS APPLICABLE TO THE LOSS, THE SAID OTHER INSURANCE IS EXCESS OVER ANY OTHER VALID AND COLLECTIBLE INSURANCE PROVIDING COVERAGE.

THE COMPANY'S LIMITS OF LIABILITY UNDER THIS POLICY SHALL NOT BE REDUCED BY THE EXISTENCE OF SUCH OTHER INSURANCE.

City of Sacramento, its officials, employees and volunteers

Ref: Norwood Area Infill Circulation And Infrastructure Plan.

Policy Number: 90-15807-03
Post, Buckley Schuh & Jernigan, Inc.
dba PBS&J
dba Powell/PBS&J
dba Triline/PBS&J
dba Welker/ PBS&J
dba Croslin & Associates

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

AMENDATORY ENDORSEMENT – CANCELLATION CONDITION

In the event of non-renewal or cancellation by the company (except for non-payment of premium), it is agreed that ninety (90) days is substituted for thirty (30) days in item 2.B. of Common Policy Condition A. Cancellation. (Form IL 00 17)

Policy Numbers: 90-15807-04
90-15807-05

Post Buckley Schuh & Jernigan, Inc.
d/b/a PBS&J
dba Powell/PBS&J
dba Triline/PBS&J
dba Welker/ PBS&J
dba Croslin & Associates

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

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