

PROJECT #: SP96
PROJECT NAME: Arden Way ITS Integration
DEPARTMENT: Transportation
DIVISION: Engineering Services

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

THIS AGREEMENT is made at Sacramento, California, as of October 24, 2006, by and between the **CITY OF SACRAMENTO**, a municipal corporation ("CITY"), and

Kimley Horn & Associates, Inc
555 12th St, Ste 1230
Oakland, CA 94607
Phone: (510) 625-0712/Fax: (510) 625-0714

("CONSULTANT"), who agree as follows:

- 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.
- 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 that CONSULTANT uses for billing clients similar to CITY.
- Facilities and Equipment.** Except as set forth in Exhibit C, CONSULTANT shall, at its sole cost and expense, furnish all facilities and equipment that may be required for furnishing services pursuant to this Agreement. CITY shall furnish to CONSULTANT only the facilities and equipment listed in Exhibit C according to any terms and conditions set forth in Exhibit C.
- General Provisions.** The General Provisions set forth in Exhibit D, that include indemnity and insurance requirements, are part of this Agreement. In the event of any conflict between the General Provisions and any terms or conditions of any document prepared or provided by 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.

CITY
AGREEMENT NO. 2006-1175

5. **Non-Discrimination in Employee Benefits.** This Agreement is subject to the provisions of Sacramento City Code Chapter 3.54, Non-Discrimination in Employee Benefits by City Contractors. The requirements of Sacramento City Code Chapter 3.54 are summarized in Exhibit E. CONSULTANT is required to sign the attached Declaration of Compliance (Equal Benefits Ordinance), to assure compliance with these requirements.
6. **Authority.** The person signing this Agreement for 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.
7. **Exhibits.** All exhibits referred to herein are attached hereto and are by this reference incorporated as if set forth fully herein.

Executed as of the day and year first above stated.

CITY OF SACRAMENTO
A Municipal Corporation

By: Marty Hanneman

Print name: Marty Hanneman
Title: Assistant City Manager

For: Ray Kerridge, City Manager

APPROVED TO AS FORM:

[Signature]
City Attorney

ATTEST:

Dawn Bellwinkel
City Clerk 10-31-06

Attachments

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

CONSULTANT:

Kimley Horn & Associates, Inc
NAME OF FIRM

56-0885616
Federal I.D. No.

State I.D. No.
1038

City of Sacramento Business Op. Tax Cert. No.

TYPE OF BUSINESS ENTITY (check one):

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

[Signature]
Signature of Authorized Person

Arish Nejad, Senior Vice President
Print Name and Title

[Signature]
Additional Signature (if required)

Randal Durrenberger, Vice President
Print Name and Title

CITY AGREEMENT NO. 2006-1175

**DECLARATION OF COMPLIANCE
Equal Benefits Ordinance**

Name of Consultant: Kimley Horn & Associates, Inc

Address: 555 12th St, Ste 203, Oakland, CA 94607

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

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

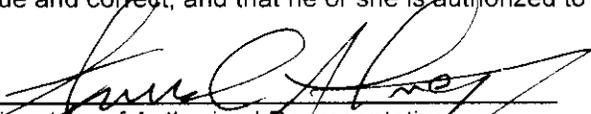
Consultant agrees that if Consultant offers any of the above-listed employee benefits, Consultant will offer those benefits, without discrimination between employees with spouses and employees with domestic partners, and without discrimination between the spouses and domestic partners of such employees.

4. Consultant understands that Consultant will not be considered to be discriminating in the provision or application of employee benefits under the following conditions or circumstances:
 - a. If the actual cost of providing a benefit to a domestic partner or spouse exceeds the cost of providing the same benefit to a spouse or domestic partner of an employee, Consultant will not be required to provide the benefit, nor shall it be deemed discriminatory, if Consultant requires the employee to pay the monetary difference in order to provide the benefit to the domestic partner or to the spouse.
 - b. If Consultant is unable to provide a certain benefit, despite taking reasonable measures to do so, if Consultant provides the employee with a cash equivalent Consultant will not be deemed to be discriminating in the application of that benefit.
 - c. If Consultant provides employee benefits neither to employee's spouses nor to employee's domestic partners.
 - d. If Consultant provides employee benefits to employees on a basis unrelated to marital or domestic partner status.
 - e. If Consultant submits written evidence of making reasonable efforts to end discrimination in employee benefits by implementing policies that will be enacted before the first effective date

after the first open enrollment process following the date this Agreement is executed by the City of Sacramento ("City"). Consultant understands that any delay in the implementation of such policies may not exceed one (1) year from the date this Agreement is executed by the City, and applies only to those employee benefits for which an open enrollment process is applicable.

- f. Until administrative steps can be taken to incorporate nondiscrimination in employee benefits. The time allotted for these administrative steps will apply only to those employee benefits for which administrative steps are necessary and may not exceed three (3) months from the date this Agreement is executed by the City.
 - g. Until the expiration of a current collective bargaining agreement(s) if employee benefits are governed by such collective bargaining agreement(s).
 - h. Consultant takes all reasonable measures to end discrimination in employee benefits by either requesting that the union(s) involved agree to reopen the agreement(s) in order for Consultant to take whatever steps are necessary to end discrimination in employee benefits or by ending discrimination in employee benefits without reopening the collective bargaining agreement(s).
 - i. In the event Consultant cannot end discrimination in employee benefits despite taking all reasonable measures to do so, Consultant provides a cash equivalent to eligible employees for whom employee benefits are not available. Unless otherwise authorized in writing by the City Manager, Consultant understands this cash equivalent must begin at the time the union(s) refuse to allow the collective bargaining agreement(s) to be reopened or not longer than three (3) months after the date this Agreement is executed by the City.
5. Consultant understands that failure to comply with the provisions of Section 4(a) through 4(i), above, will subject Consultant to possible suspension and/or termination of this Agreement for cause; repayment of any or all of the Agreement amount disbursed by the City; debarment for future agreements until all penalties and restitution have been paid in full and/or for up to two (2) years; and/or the imposition of a penalty, payable to the City, in the sum of \$50.00 for each employee, for each calendar day during which the employee was discriminated against in violation of the provisions of the Ordinance.
6. Consultant understands and agrees to provide notice to each current employee and, within ten (10) days of hire, to each new employee, of their rights under the Ordinance. Consultant further agrees to maintain a copy of each such letter provided, in an appropriate file for inspection by authorized representatives of the City. Consultant also agrees to prominently display a poster informing each employee of these rights.
7. Consultant understands that Consultant has the right to request a waiver of, or exemption from, the provisions of the Ordinance by submitting a written request to the City's Procurement Services Division prior to Agreement award, which request shall identify the provision(s) of the Ordinance authorizing such waiver or exemption and the factual basis for such waiver or exemption. The City shall determine in its sole discretion whether to approve any such request.
8. Consultant agrees to defend, indemnify and hold harmless, the City, its officers and employees, against any claims, actions, damages, costs (including reasonable attorney fees), or other liabilities of any kind arising from any violation of the Requirements or of the Ordinance by Consultant.

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



Signature of Authorized Representative

10/3/06

Date

Anush Nejae

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:

*Evangeline Lucas Lee, Project Manager
Engineering Services Division
915 I St, Room 2000
Sacramento, CA 95814*

Phone: (916) 808-7612/Fax: (916) 808-8281/E-mail: elucaslee@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:

*Kevin G. Aguigui, Project Manager
Kimley Horn & Associates, Inc
555 12th St, Ste 1230
Oakland, CA 94607*

Phone: (510) 625-0712/Fax: (510) 625-0714/E-mail: Kevin.Aguigui@kimley-horn.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 ___ is not X [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 October 24, 2006 through December 31, 2007.

TRAFFIC ENGINEERING SERVICES FOR ARDEN WAY ITS INTEGRATION

SCOPE OF WORK

PROJECT NO. 2006-1175
PAGE 1 OF 1

TASK 1A: KICK-OFF MEETING AND PROGRESS REPORTS

This project will begin with a Kick-Off Meeting with our Project Team and the City. At this meeting, we will review all of the tasks required for this project and set the expectations of the City and Kimley-Horn. Any available information will be exchanged at this meeting including the necessary count data to be collected and any configuration data already learned by the City on existing equipment.

On a monthly basis, we will prepare a progress report that will summarize the work that has been completed to date and the work that is forthcoming. The progress report will also detail the status of task budgets and schedules. The monthly progress reports will be attached to the monthly invoice.

Any issues or resolution that arises during the project will be documented in the progress report including any decisions and results that are made along the way that may affect the signal timing and/or integration.

TASK 1A DELIVERABLES

- Kick-off Meeting Agenda and Minutes
- Monthly Progress Reports

TASK 1B: DATA COLLECTION

Task 1B.1 Traffic Signal Data Collection

Manual turning movement counts, including vehicular, bicycle, and pedestrian volumes, will be collected at the 12 project intersections for two hours during each of the AM, midday, and PM weekday periods. Turning movement counts will be collected at 15-minute intervals. Three-hour weekend counts will be collected at seven locations to get a relative distribution of weekend traffic, particularly generated by the Arden Fair Mall.

Traffic counts will not be collected on holidays, during abnormal weather conditions, on school breaks, or during periods of construction. Traffic counts will be reviewed by a senior staff member to ensure the numbers are reasonable.

Twenty-four-hour hose counts will be collected for seven days at three locations along the corridor to measure the daily and peak traffic conditions. The City will provide the locations for the hose counts.

Turning movement counts will be collected at the following intersections along Arden Way:

- Del Paso Boulevard, Oxford Street, Royal Oaks Drive, Evergreen Street, and Harvard Street
- Capital City southbound and northbound off-ramps
- Point West Way, Heritage Lane, Challenge Way, Alta Arden Expressway, and Exposition Boulevard

Kimley-Horn will conduct a field review on weekdays during each of the study periods. This will consist of driving each corridor to observe general traffic flow conditions and reviewing each intersection's operation to understand queuing and split demand issues.

Additional field information will be collected to assist with the signal timing study. This information includes:

- Existing lane geometry and physical roadway features;
- Other roadway conditions, such as on-street parking locations, bus stop locations, and truck traffic;
- Saturation flow rates for typical movements;
- Initial lost times for typical intersections;
- Travel speeds between intersections and along the corridor; and
- Commute and weekend travel patterns;

Saturation flow rate data will be collected at up to eight key intersections throughout the corridors. Kimley-Horn will consult with the City on preferred locations to collect the saturation flow data.

In addition, Kimley-Horn will coordinate with the City and Caltrans to collect existing signal timing information and timing sheets.

Task 1B.2 ITS Data Collection

Kimley-Horn will collect and document existing cabling infrastructure along Arden Way between Del Paso and Ethan Way. The focus of this review will be to identify the existing gaps in the communications network so a solution can be determined for addressing the gaps, primarily focusing on the signal interconnect across the Capitol City Freeway.

TASK 1B DELIVERABLES

- Turning Movement Count Data
- Existing Cabling Inventory Memorandum

TASK 1C: DEVELOP AND IMPLEMENT TRAFFIC SIGNAL TIMING PLANS

Task 1C.1 Synchro Model Development and Calibration

Once the traffic data has been collected the traffic signal timing model will be developed. The Trafficware Synchro 7 software, or latest version, will be utilized for timing development. The roadway network will be developed on a City map or on aerial photos if available from the City. Traffic volumes, saturation flow rates, and other traffic data collected will be entered into the model.

Once the traffic data has been entered into the traffic model, the model will be calibrated for existing conditions. The calibration consists of verifying the input data and adjusting the model parameters so the Synchro simulation output reasonably matches the observed conditions in the network. The following are the common steps taken in the calibration process:

- Degrees of saturation for typical movements will be compared with the existing conditions
- Maximum queue lengths will be checked against the actual field data for typical movements.
- Average corridor travel time and predicted average delay will be compared with the field data.

Saturation flow rates, initial lost times, or signal timing data, as applicable, will be adjusted to achieve a reasonable match.

The Kimley-Horn team will complete a "Before" simulation in Synchro for comparison to the proposed timings developed. The "Before" simulation run will include various measures of effectiveness such as average delay, level of service, and maximum queue length for intersections and travel time, stops, average speed, and fuel consumption for corridors. These results will be compared to the proposed signal timing to demonstrate the travel time improvement along Arden Way.

TSP and LRT Operation

Kimley-Horn will coordinate a meeting with the City to discuss and outline the criteria and guidelines for the TSP and LRT operations. The recommended TSP and LRT timings will be developed based on the criteria established.

Kimley-Horn will also develop a Synchro analysis of the TSP and LRT operation for development of the TSP/LRT parameters. For the analysis, the same Synchro model will be used for the four peak periods to simulate the operational effects of a LRT and transit priority at each intersection under both the "worst" case early green and extended green conditions (six total models). Based on the operational effects of LRT and transit priority, Kimley-Horn will develop recommended adjustments to the coordination timing (cycle lengths, splits, and offsets) and recommended transit priority parameters. The TSP parameters may vary depending on the variables such as detection distance, headways and cycle, although the following shows the type of parameters that are typically recommended (TSP and LRT):

- Overall maximum early and extended green time
- Split times with TSP operation or limit to shorten phases during TSP (as applicable to software)
- TSP Delay Time (if necessary, a delay after TSP call before the TSP operation begins)
- Transition type (long, short, and none)
- LRV Travel Time
- Phase truncation maximums
- Phase skipping parameters
- Overlap assignments
- Special functions

TSP and LRT parameters will be developed for both coordinated and free operation.

Task 1C.2 Timing Optimization

Once the model is calibrated to represent existing conditions, the initial step in the optimization process is the review of the grouping of traffic signals for coordination. The goal of signal grouping is to cluster intersections together that have similar operational characteristics such as natural cycle lengths, higher platooning traffic, and shorter travel time between intersections. Optimum signal grouping for signal coordination generally consists of signals with a common cycle length and the need to accommodate high measures of through traffic for the main street or crossing arterials. In signal groups where the cycle lengths are very similar, the optimum cycle length is generally close to the natural cycle lengths of the group.

The desirability of coordinating adjacent intersections will be defined based on travel patterns, travel time, queue storage space, vehicle platooning, traffic volumes, and cycle length similarities.

The optimization process will include an initial cycle evaluation and selection of the optimum cycle lengths and final split/offset optimization for each signal group. Special care will be made in selection of splits to ensure both pedestrian and vehicular demand is met, especially in high pedestrian areas. Progression bandwidth will also be provided based on the priority list, with a goal of providing progression along the corridor.

Kimley-Horn will develop and review the proposed timings in the SimTraffic simulation model. The simulation model will be utilized to verify that both the existing and proposed traffic models correctly reflect the physical conditions of each roadway, including lane configurations, traffic volumes, and distance between intersections. The model will also be used to observe the existing and proposed signal timing during operation for details concerning traffic flow, vehicle speeds and slowing, and frequency of stops.

Once the final model runs are completed, signal timing parameters, critical performance measurement information, and other relevant timing information will be summarized for transmission to the City and Caltrans. Up to five (5) coordinated timing plans will be developed (A.M., midday, P.M., weekend peak, and off-peak periods). It is our intent to utilize the same timing plan for both the morning and afternoon off-peak periods.

Task 1C.3 Develop Timing Plans and Report

The draft timing plans, timing methodology, and the results of the simulation runs will be presented in a Draft Report to the City for review and comment. The report will include "Before" and "After" comparisons showing measures of effectiveness improvements, with a goal of at least 20% improvement in travel time. Kimley-Horn will meet with the City to present the SimTraffic simulation, respond to questions, and receive input from staff.

Once the proposed five signal timing plans are reviewed by the City, we will rerun the models with requested adjustments or modifications to finalize the modeling process and submit the final timing plans for review.

Task 1C.4 Implementation and Fine Tuning

Once the five final timing plans have been completed, Kimley-Horn will conduct a bench test of the timing plans using the City's controller testing equipment in the TOC. This will confirm that there are no conflicts created by the

Synchro modeling. Kimley-Horn will prepare timing sheets for implementation into the City's existing 2070 and ASC/2 controllers. The timing sheets will be developed in the appropriate electronic template format.

Following the successful bench tests, Kimley-Horn will implement the timing plans into each field controller. We will conduct fine-tuning of the timing by driving the corridors and standing at various intersections to observe corridor and intersection operations. Any necessary modifications will be made to the timings based on changes identified by the City or observed in the field. TSP and LRT timings will be implemented after the coordinated timings have been fine-tuned.

Once the timing plans have been fine-tuned, we will update the Synchro traffic model to incorporate the fine-tuning changes. The final Synchro file will be submitted to the City.

TASK 1C DELIVERABLES

- Synchro analysis files
- Drafting timing plans (up to five) including summary methodology and recommendations, preliminary Synchro reports, and time-space diagrams
- Final timing plans (up to five) including final Synchro reports and time-space diagrams
- Initial timing sheets for implementation (four sets)
- Timing sheets with fine-tuning changes (four sets)
- Final Synchro model files

TASK 1D: MONITOR TRAFFIC SIGNAL TIMING PLANS

A floating car travel time study will be conducted along the project corridors before the signal timing analysis is completed and again after timings are fine-tuned. The surveys will be conducted in accordance with the ITE Manual of Transportation Studies methodology or alternative method as specified by the City.

A minimum of four runs and a maximum of six runs will be conducted in each direction during the A.M., midday, and P.M. peak periods. Travel time data will be summarized for each time period and include the average travel time, stops, total delay time, speed, and distance traveled.

TASK 1D DELIVERABLES

- Technical memorandum summarizing before and after travel time conditions

TASK 2A: TRAFFIC SIGNAL CONTROLLER INTEGRATION

Kimley-Horn will integrate a total of 12 existing traffic signal controllers to communicate with the TOC. Nine controllers will communicate with the TOC using existing modems at the TOC and routing through the existing communications hub at the intersection of Arden Way and Del Paso. The other three controllers will communicate directly with the TOC via existing Ethernet switches. These 12 controllers will be integrated into the existing TransSuite signal system to enable control from the TOC.

We will verify signal parameters between the existing and proposed controllers function are identical during the database conversion process (i.e., max recall maybe a global function on one controller while another may affect free-running operation only).

We will work closely with the City on identifying controller addresses (drop/channel and IP) and assigning those to each controller and controller type.

The goal of this task is to bring all 12 controllers on-line to the TranSuite system after the controllers have been installed in the field and the City has verified controller operations at each cabinet location.

We intend on first bringing each controller on-line from a bench in the TMC to the TranSuite system to test the communications parameters. Once this test has been completed for each controller, we will proceed to work with the City on the field integration of the controllers.

After the City has verified successful operations in the field, we will proceed to bring each individual controller on-line one by one, and then signal group segment by segment. This will serve to narrow the troubleshooting area and eliminate any unnecessary broad area testing.

We will monitor the field modem transmit/receive status lights to determine the exact origin of any communications failures. The normal receive status light at a field location typically indicates that the communications line is working fine, but it may be that the local controller is not responding back due to incorrect communication settings on the modem (e.g., start, stop, and parity bit settings and baud rates).

Kimley-Horn will submit a test plan to the City for approval. The test plan will outline our approach to test, troubleshoot, and confirm communications between the field controllers and the central system.

After the test plan is approved, we will carry out the testing with oversight from a City representative. The results of the testing will be clearly documented for reference.

Because there are several new controller firmware versions, it is our intent to work directly with the City on the integration of the new firmware versions with the TransSuite system. We will conduct tests of database uploads/downloads to confirm all data objects have been transferred and act as a City liaison with TransCore in the event problems occur.

We will keep track of the hours and budget spent on this task as we proceed. As we approach the maximum allocated budget for this task, we will inform the City. Should the maximum budget be reached, we will seek written authorization from the City proceed further with this task.

TASK 2A DELIVERABLES

- Traffic signal controller test plan
- Test results documentation

TASK 2B: UPDATE TRANSUITE ATMS MAP

Kimley-Horn will update the existing TransSuite ATMS map to support the integration of the 12 intersections along Arden Way. This will allow the City to control these intersections through the TransSuite system.

Kimley-Horn will confirm the accuracy and functionality of the updated map by performing static and dynamic modifications on the system to demonstrate uploading and downloading capabilities. We will perform this test in the presence of a City representative, with results documented in a memorandum.

TASK 2B DELIVERABLES

- Updated ATMS graphical map
- Functionality confirmation memorandum

TASK 2C: INTEGRATE CCTV CAMERAS

Kimley-Horn will work closely with the City to integrate six CCTV cameras along Arden Way to provide video capability at the TOC and the 360 surveillance system. The communications will be via existing point-to-point optical transceivers carrying video and data signals. The goal of this task is to bring the video and control signals back to the TMC after the CCTV cameras have been connected in the field and the video and control signals are verified by the City in the field at each cabinet location. We will also integrate the new video feeds into the City's video matrix switcher with the 360 Surveillance system and the video display wall.

TASK 2C DELIVERABLES

- CCTV camera test plan
- Test results documentation

TASK 2D: INTEGRATE TRANSIT SIGNAL PRIORITY

Kimley-Horn will test, troubleshoot, and configure the Opticom receivers for the TSP system. This will include conducting field tests of each location by placing a receiver in a vehicle and driving along the corridor. Kimley-Horn has Opticom TSP test gear to use for this project. Kimley-Horn will prepare a test plan for the Opticom receivers and submit it to the City for review and approval. We will conduct all testing in the presence of a City representative. The documentation will include the test results and a discussion of the configuration parameters.

We will test the EVP detector by using a handheld emitter to ensure the correct preemption sequence and identify if a preemption exit sequence is beneficial for operations. We will set low priority emitter signal strength to the desired detection setback distance. Setting the correct detection distance is necessary to prevent the process of a low-priority call from being placed until a transit vehicle has cleared a nearby signal.

TASK 2D DELIVERABLES

- Transit signal priority test plan
- Test results documentation

TASK 2E: INTEGRATE RTMS

Kimley-Horn will test, troubleshoot, and configure the single RTMS unit for the system detection stations. This will include conducting field tests at the RTMS location. Kimley-Horn will prepare a test plan and submit to the City for review and approval. We will conduct all testing in the presence of a City representative. The documentation will include the test results and any discussion of the configuration parameters.

TASK 2E DELIVERABLES

- RTMS test plan
- Test results documentation

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 **ONE HUNDRED FIFTY THREE THOUSAND SIX HUNDRED SEVENTY ONE DOLLARS (\$153,671.00)**.
2. **Billable Rates.** CONSULTANT shall be paid for the performance of Services on an hourly rate, as set forth in Attachment 1 to Exhibit B, 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 Attachment 1 to Exhibit B. 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:

*Evangeline Lucas Lee, Project Manager
Engineering Services Division
915 I St, Room 2000
Sacramento, CA 95814*

Phone: (916) 808-7612/Fax: (916) 808-8281/E-mail: elucaslee@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.** During performance of this Agreement and for a period of three (3) years after completing all Services and Additional Services hereunder, CONSULTANT shall maintain all accounting and financial records related to this Agreement, including, but not limited to, records of CONSULTANT's 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 and make such records available for inspection and audit by representatives of the CITY upon reasonable written notice.
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.

City of Sacramento
Traffic Engineering Services for Arden Way ITS Integration
Fee Estimate

	PIC	PM	Sr. Eng.	Eng.	Analyst	Tech.	Admin	PH3	PH3	TRA	TRA	TRA	TRA	TRA																																																																																																																																																																																					
Labor+Overhead+Fee Rate	\$258.95	\$197.83	\$173.70	\$160.85	\$96.50	\$167.28	\$90.07	\$128.70	\$114.40	\$ 49.30	\$ 49.30	\$ 32.87	\$ 41.09	\$ 49.30																																																																																																																																																																																					
Task 1A: Kick-Off Meeting and Progress Reports																																																																																																																																																																																																			
Kick-Off Meeting		4		4										\$1,435																																																																																																																																																																																					
Monthly Progress Reports		8		8			6							\$3,410																																																																																																																																																																																					
Prepare Integration Log														\$0																																																																																																																																																																																					
Project Management and Administration	2	4					6							\$1,850																																																																																																																																																																																					
Task 1A Total														\$6,694																																																																																																																																																																																					
Task 1B: Data Collection																																																																																																																																																																																																			
Task 1B.1: Traffic Signal Data Collection																																																																																																																																																																																																			
Field Review of Conditions			16		16									\$4,323																																																																																																																																																																																					
Collect Existing Traffic Signal Data		2	2		14					8	80	200	32	\$14,715																																																																																																																																																																																					
Task 1B.2: ITS Data Collection																																																																																																																																																																																																			
Field Review and Document Existing System		4	16		24			40	48					\$16,526																																																																																																																																																																																					
Prepare ITS Inventory Memorandum	2	4	4	4				4	4					\$3,620																																																																																																																																																																																					
Task 1B Total														\$39,184																																																																																																																																																																																					
Task 1C: Develop and Implement Signal Timing Plans																																																																																																																																																																																																			
Task 1C.1 Synchro Development and Calibration																																																																																																																																																																																																			
Task 1C.1 Synchro Development and Calibration			6		24									\$3,358																																																																																																																																																																																					
Task 1C.2 Timing Optimization																																																																																																																																																																																																			
Task 1C.2 Timing Optimization		4	8		36									\$5,655																																																																																																																																																																																					
Task 1C.3 Develop Timing Plans and Report																																																																																																																																																																																																			
Task 1C.3 Develop Timing Plans and Report		4	6		16									\$3,378																																																																																																																																																																																					
Task 1C.4 Implementation and Fine Tuning																																																																																																																																																																																																			
Task 1C.4 Implementation and Fine Tuning			24		24									\$6,485																																																																																																																																																																																					
Task 1C Total														\$18,876																																																																																																																																																																																					
Task 1D: Monitor Traffic Signal Timing Plans																																																																																																																																																																																																			
Before and After Travel Time Runs																																																																																																																																																																																																			
Before and After Travel Time Runs			6		36									\$4,516																																																																																																																																																																																					
Prepare Summary Observations																																																																																																																																																																																																			
Prepare Summary Observations			6		8									\$1,814																																																																																																																																																																																					
Task 1D Total														\$6,330																																																																																																																																																																																					
Task 2A: Traffic Signal Controller Integration																																																																																																																																																																																																			
Prepare Controller Test Plan																																																																																																																																																																																																			
Prepare Controller Test Plan	2	16		16			2							\$6,437																																																																																																																																																																																					
Conduct Field Tests																																																																																																																																																																																																			
Conduct Field Tests		44	24	44										\$19,951																																																																																																																																																																																					
Prepare Integration Documentation																																																																																																																																																																																																			
Prepare Integration Documentation		8		16										\$4,156																																																																																																																																																																																					
Task 2A Total														\$30,544																																																																																																																																																																																					
Task 2B: Update TransSuite ATMS Map																																																																																																																																																																																																			
Prepare Updated Map																																																																																																																																																																																																			
Prepare Updated Map		4			22									\$2,914																																																																																																																																																																																					
Prepare Functional Confirmation Memo																																																																																																																																																																																																			
Prepare Functional Confirmation Memo		4			12									\$1,949																																																																																																																																																																																					
Task 2B Total														\$4,864																																																																																																																																																																																					
Task 2C: Integrate CCTV Cameras																																																																																																																																																																																																			
Prepare CCTV Camera Test Plan																																																																																																																																																																																																			
Prepare CCTV Camera Test Plan	1	4		8			2							\$2,517																																																																																																																																																																																					
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Conduct Field Tests		20	8	40										\$11,780																																																																																																																																																																																					
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Prepare Integration Documentation		6		8										\$2,474																																																																																																																																																																																					
Task 2C Total														\$16,771																																																																																																																																																																																					
Task 2D: Integrate Transit Signal Priority																																																																																																																																																																																																			
Prepare TSP Test Plan																																																																																																																																																																																																			
Prepare TSP Test Plan	1	8	4	16			2							\$5,290																																																																																																																																																																																					
Conduct Field Tests																																																																																																																																																																																																			
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Prepare Integration Documentation		8	4	12										\$4,208																																																																																																																																																																																					
Task 2D Total														\$19,097																																																																																																																																																																																					
Task 2E: Integrate RTMS																																																																																																																																																																																																			
Prepare RTMS Test Plan																																																																																																																																																																																																			
Prepare RTMS Test Plan		2		4										\$1,039																																																																																																																																																																																					
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Prepare Integration Documentation		2		4										\$1,039																																																																																																																																																																																					
Task 2E Total														\$4,911																																																																																																																																																																																					
TOTAL HOURS																																																																																																																																																																																																			
	9	176	134	240	232	0	18	44	52	8	80	200	32	8	1233																																																																																																																																																																																				
<table border="0" style="width: 100%;"> <tr> <td style="width: 30%;"></td> <td style="width: 10%;">Overhead</td> <td style="width: 10%;">Fee</td> <td colspan="2"></td> </tr> <tr> <td></td> <td>KHA 204.12%</td> <td>10%</td> <td colspan="2"></td> </tr> <tr> <td></td> <td>Phase 3 160.00%</td> <td>10%</td> <td colspan="2"></td> </tr> <tr> <td></td> <td>TRA 149.00%</td> <td>10%</td> <td colspan="2"></td> </tr> <tr> <td colspan="10"></td> <td colspan="2" style="text-align: center;">Per firm breakdown</td> <td colspan="2"></td> <td colspan="2"></td> </tr> <tr> <td colspan="10"></td> <td colspan="2" style="text-align: center;">Total Hours</td> <td>KHA</td> <td>Phase 3</td> <td>TRA</td> <td>Total</td> </tr> <tr> <td colspan="10"></td> <td colspan="2" style="text-align: center;">Total Labor + Overhead + Fee</td> <td>809</td> <td>96</td> <td>328</td> <td>1233</td> </tr> <tr> <td colspan="10"></td> <td colspan="2" style="text-align: center;">Direct Expenses (local mileage, subsistence, copying, fax, mail, telephone)</td> <td>\$123,038</td> <td>\$11,612</td> <td>\$12,621</td> <td>\$147,271</td> </tr> <tr> <td colspan="10"></td> <td colspan="2" style="text-align: center;">TOTALS:</td> <td>\$3,510</td> <td>\$560</td> <td>\$2,330</td> <td>\$6,400</td> </tr> <tr> <td colspan="10"></td> <td colspan="2" style="text-align: center;">TOTALS:</td> <td>\$126,548</td> <td>\$12,172</td> <td>\$14,951</td> <td>\$153,671</td> </tr> <tr> <td colspan="14"></td> <td colspan="2" style="text-align: right;">PROJECT TOTAL</td> <td>\$153,671</td> </tr> </table>																Overhead	Fee																KHA 204.12%	10%																Phase 3 160.00%	10%																TRA 149.00%	10%																									Per firm breakdown																Total Hours		KHA	Phase 3	TRA	Total											Total Labor + Overhead + Fee		809	96	328	1233											Direct Expenses (local mileage, subsistence, copying, fax, mail, telephone)		\$123,038	\$11,612	\$12,621	\$147,271											TOTALS:		\$3,510	\$560	\$2,330	\$6,400											TOTALS:		\$126,548	\$12,172	\$14,951	\$153,671															PROJECT TOTAL		\$153,671
	Overhead	Fee																																																																																																																																																																																																	
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														PROJECT TOTAL		\$153,671																																																																																																																																																																																			

ATTACHMENT 1
TO
EXHIBIT B

CITY
 AGREEMENT NO. 2006-1175

**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 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 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 that 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 that 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 and effort to the performance of Services pursuant to this Agreement as is necessary for the satisfactory and timely performance of CONSULTANT's obligations under this Agreement. Neither party shall be considered in default of this Agreement, to the extent that party's performance is prevented or delayed by any cause, present or future, that is beyond the reasonable control of that party.
4. **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 that 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. If CONSULTANT is or employs a former officer or employee of the CITY, CONSULTANT and any such employee(s) shall comply with the provisions of Sacramento Municipal Code Section 2.16.090 pertaining to appearances before the City Council or any CITY department, board, commission or committee.
6. **Confidentiality of CITY Information.** During performance of this Agreement, 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, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "City Information") that are valuable, special and unique assets of the CITY. 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. In addition, CONSULTANT shall comply with all CITY policies governing the use of the CITY network and technology systems, as set forth in applicable provisions of the City of Sacramento Administrative Policy Instructions # 30. A violation by 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, photostating, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. 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 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 that 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, and shall be provided in accordance with any schedule of performance specified in Exhibit A. 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 assigned by CONSULTANT to perform Services pursuant to this Agreement, because CITY, in its sole discretion, determines that such person is not performing in accordance with the standards required herein, CONSULTANT shall remove such person immediately upon receiving notice from CITY of the desire of CITY for the removal of such person.

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

- A. This Agreement shall become effective on the date that it is approved by both parties, set forth on the first page of the Agreement, and shall continue in effect until both parties have fully performed their respective obligations under this Agreement, unless sooner terminated as provided herein.
- B. CITY shall have the right at any time to temporarily suspend 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, not later than five days after such notice of termination, deliver to CITY copies of all information prepared pursuant to this Agreement.
 - (2) CITY shall pay 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 that 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 rendered by CONSULTANT. The foregoing is cumulative and does not affect any right or remedy that CITY may have in law or equity.

10. Indemnity.

- A. Indemnity: CONSULTANT shall 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, demands, losses, judgments, penalties, costs 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 the extent such Liabilities are caused by or arise from any negligent act or omission, recklessness 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.

- 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 that asserts or alleges Liabilities caused by or arising from any negligent act or omission, recklessness or willful misconduct of CONSULTANT, its sub-consultants, 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 insurance coverage described in this Section 11.

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

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

A. Minimum Scope & Limits of Insurance Coverage

- (1) Commercial General Liability Insurance, providing coverage at least as broad as

ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide contractual liability and products and completed operations coverage for the term of the policy.

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

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

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

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

_____ Workers' Compensation waiver of subrogation in favor of the City is required for all work performed by the CONSULTANT.

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

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

- (4) Professional Liability Insurance providing coverage on a claims made basis for errors, omissions or malpractice with limits of not less than one million (\$1,000,000) dollars if required by the CITY by selecting the option below:

_____ Professional liability insurance is required and must be continued for at least _____ year(s) following the completion of all Services and Additional Services under this Agreement.

B. Additional Insured Coverage

- (1) Commercial General Liability Insurance: The CITY, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects general liability arising out of activities performed by or on

behalf of CONSULTANT, products and completed operations of CONSULTANT, and premises owned, leased or used by CONSULTANT. The general liability additional insured endorsement must be signed by an authorized representative of the insurance carrier for contracts involving construction or maintenance, or if required by the CITY by selecting the option below:

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

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

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

C. Other Insurance Provisions

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

- (1) Except for professional liability, 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.
- (2) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to CITY, its officials, employees or volunteers.
- (3) Coverage shall state that 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.
- (4) CITY will be provided with thirty (30) days written notice of cancellation or material change in the policy language or terms.

D. Acceptability of Insurance

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

E. Verification of Coverage

- (1) CONSULTANT shall furnish CITY with certificates and required endorsements evidencing the insurance required. The certificates and endorsements shall be

forwarded to the CITY representative named in Exhibit A. Copies of policies shall be delivered to the CITY on demand. Certificates of insurance shall be signed by an authorized representative of the insurance carrier.

- (2) The CITY may withdraw its offer of contract or cancel this Agreement if the certificates of insurance and endorsements required have not been provided prior to execution of this Agreement. The CITY may withhold payments to CONSULTANT and/or cancel the Agreement if the insurance is canceled or CONSULTANT otherwise ceases to be insured as required herein.

F. Subcontractors

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

12. Equal Employment Opportunity. During the performance of this Agreement, 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 Municipal 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 Municipal 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 permits for excavation or street construction; or to agreements for the use of City right-of-way where a contracting utility has the power of eminent domain.

DEFINITIONS

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

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

"Contract" shall not include: a revocable at-will use or encroachment permit for the use of or encroachment on City property regardless of the ultimate duration of such permit; excavation, street construction or street use permits; agreements for the use of City right-of-way where a contracting utility has the power of eminent domain; or agreements governing the use of City property that constitute a public forum for activities that are primarily for the purpose of espousing or advocating causes or ideas

and that are generally protected by the First Amendment to the United States Constitution or that are primarily recreational in nature.

"Contractor" means any person or persons, firm partnership 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 Municipal 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
921 10th St., Room 402
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
921 10th St., Room 402
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 October 24, 2006, contingent upon approval from the State, and expire on December 31, 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 contractor, which are determined by subsequent audit to be unallowable under CFR 48, Chapter 1 Part 31 and CFR 49, Part 18, are subject to repayment by the contractor to the City of Sacramento, the State and the Federal Government.
 4. Any subcontract, entered into as a result of this contract, shall contain all of the provisions of this Article.
- C.
1. The City of Sacramento shall reimburse the contractor for actual costs as specified herein. The actual costs shall include direct salary costs, employee benefits, overhead and fee. The total amount payable by the City, for all Task Orders and expenses resulting from this contract, shall not exceed \$ 153,671.00. It is understood and agreed that this total is an estimate, and that there is no guarantee, either expressed or implied, as to the actual dollar amount that will be authorized under this contract through Task Orders.
 2. The Contractor shall be reimbursed for direct costs, other than salary costs that are identified in an executed Task Order.
 3. The Contractor shall be reimbursed for actual travel expenses incurred in the performance of this work, including the use of private cars at the rate not to exceed that currently authorized for State employees under State Department of Personnel Administration rules. In addition, contractor's personnel shall be reimbursed for per diem expenses at a rate not to exceed that currently authorized for State employees under State Department of Personnel Administration rules.
 4. The Contractor shall not commence performance of work or services until this contract has been approved by the City and State and notification to proceed has

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

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

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

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

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

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

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

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

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

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

J. Introduction Under Early Termination

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

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

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

A. Consultant's Reports Under Early Termination

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

B. Invoice Submittal Under Early Termination

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

C. Expenses Payable Under Early Termination

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

D. Termination issues for Subconsultants, Materialmen, Etc.

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

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

E. Cost Principals Under Early Termination

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

F. Adjustment of Fixed Fee Under Early Termination

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

G. Disputes Under Early Termination Conditions

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

(NAME OF SUBCONSULTANT(s)): Refer to Attachment 1 to Exhibit B

1. The proposed hourly rate shall be adjusted to reflect the actual hourly rates of individual(s) who will be working on the project.
2. The contractor shall adjust the proposed indirect rate to the audited rate of 204.12 percent.
3. The Other Direct Costs for vehicles shall be changed to reflect the audited rate of N/A per month.

EXHIBIT G

SPECIAL PROVISIONS (ENGINEERING DESIGN)

1. Record Retention

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

2. Accuracy and Completeness

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

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

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

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

3. Professional Seal

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

4. Sole Source Materials or Equipment

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

5. Documentation

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

6. Ownership of Documents

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

7. Copyrights

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

8. Changes in Work

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

9. Construction Plans and Specifications

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

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

POLICY NUMBER: P630-315X3476-TIL-06

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
SCHEDULE**

Name of Person or Organization:

THE CITY OF SACRAMENTO, ITS OFFICIALS, EMPLOYEES & VOLUNTEERS

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

- A. **Section II – Who is An Insured** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.
- B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

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

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

CG 20 10 10 01

CITY
AGREEMENT NO. 2006-1175

POLICY NUMBER: P630-315X3476-TIL-06

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
SCHEDULE**

Name of Person or Organization:

THE CITY OF SACRAMENTO, ITS OFFICIALS, EMPLOYEES & VOLUNTEERS

Location And Description of Completed Operations:

PROJECT: KA – ARDEN WAY ITS INTEGRATION (PN: SP96)

Additional Premium:

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

Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of “your work” at the location designated and described in the schedule of this endorsement performed for that insured and included in the “product-completed operations hazard”.

DESIGNATED INSURED

POLICY NUMBER: P-810-171L6115-TIL-06

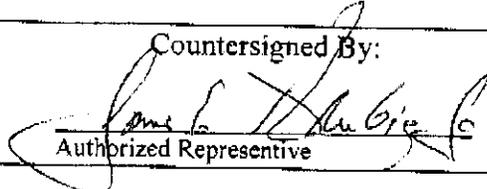
This endorsement modifies insurance provided under the following:

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

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

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

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

Endorsement Effective: 10/03/2006	Countersigned By:
Named Insured: Kimley-Horn and Associates, Inc.	 Authorized Representative

SCHEDULE

Name of Person(s) or Organization(s):

THE CITY OF SACRAMENTO, ITS OFFICIALS, EMPLOYEES & VOLUNTEERS

PROJECT: KA - ARDEN WAY ITS INTEGRATION (PN: SP96)

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

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

CA 20 48 02 99

CITY
AGREEMENT NO. 2006-1175

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY
WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

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

SCHEDULE

THE CITY OF SACRAMENTO, ITS OFFICIALS, EMPLOYEES & VOLUNTEERS

PROJECT: KA - ARDEN WAY ITS INTEGRATION (PN: SP96)

The premium for this endorsement is \$ NIL

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

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

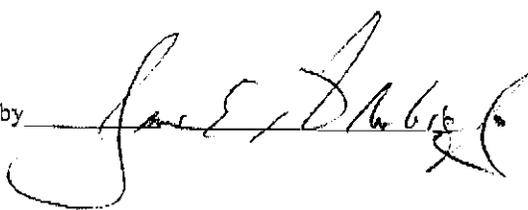
Endorsement Effective 10/03/2006

Policy No. 8621K398-1-06

Endorsement No.

Insured Kimley-Horn and Associates, Inc.

Insurance Company Travelers Property Casualty Co of America

Countersigned by 

WC000313 (6-93)

CITY AGREEMENT NO. 2006-1175

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/3/06

PRODUCER

BB&T Insurance Services, Inc.
7823 National Service Road
2nd Floor
Greensboro, NC 27419

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.

INSURED

Kimley-Horn and Associates, Inc.
3001 Weston Parkway
PO Box 33068
Raleigh, NC 27636

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Lexington Insurance Company	19437
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

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	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (EA ACCIDENT) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS OTHL-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A		Professional Liability	0481178	12/09/05	12/09/06	\$1,000,000 Per Claim \$1,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
KA - Arden Way ITS Intgration (PN: SP96)

CITY AGREEMENT NO. 2006-1175

CERTIFICATE HOLDER

City of Sacramento Risk Management Division
 Attn: Deborah Patterson
 9151 I Street, Room 4001
 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 DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Stuart C Thomas
JCD

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.

CITY
AGREEMENT NO. 2006-1175

RESOLUTION NO. 2006-773

Adopted by the Sacramento City Council

October 24, 2006

EXECUTING AGREEMENT FOR THE ARDEN WAY INTELLIGENT TRANSPORTATION SYSTEMS (ITS) INTEGRATION PROJECT (PN: SP96), EXECUTING PROGRAM SUPPLEMENT, APPROPRIATION/TRANSFER OF FUNDS AND MEASURE A REALLOCATION REQUEST

BACKGROUND

- A. The Sacramento Area ITS Partnership ("Partnership") coordinated by the Sacramento Area Council of Governments (SACOG), received federal ITS earmark funds in FY02, FY03, and FY04 toward deployment of ITS projects. The Partnership consists of members from the City of Sacramento, County of Sacramento, SACOG, Caltrans, Regional Transit and other local agencies who are working together on ITS projects towards the goal of future regional transportation integration. The Arden Way corridor was selected as the next joint project between the City of Sacramento and the County of Sacramento.
- B. The first phase of this project was to install ITS elements on Arden Way between Del Paso Boulevard and Watt Avenue. ITS elements included in the project (fiber optic communications linkage between the City's and County's traffic operations centers, closed circuit television cameras, transit and emergency vehicle signal priority equipment, traffic data stations) will be used to provide better management and coordination of inter-jurisdictional traffic flows on this major corridor. This project was approved by City Council on March 28, 2006.
- C. This second phase of the project will provide optimized traffic signal re-timing on Arden Way between Del Paso Boulevard and Exposition Boulevard and connection of the above ITS elements to the City's traffic operations center. The County will be managing the integration portion of their segment of Arden Way.
- D. Staff requested proposals from qualified engineering consultants to provide integration services for the project. Additionally, the request for proposals was advertised on the City's website. The following engineering consultants submitted proposals:

Kimley-Horn and Associates
Iteris, Inc.
DKS Associates
Transcore, Inc.

A consultant selection panel evaluated and scored each technical proposal. After a review of the rankings, the selection committee unanimously determined

that Kimley-Horn and Associates was deemed the most qualified to provide integration services for this project.

- E. The project is expected to begin in October 2006 and be completed in February 2007.

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

- Section 1. The City Manager is authorized and directed to execute a consultant and professional services agreement in the amount of \$153,671 with Kimley-Horn and Associates for the Arden Way ITS Integration Project (PN: SP96).
- Section 2. The City Manager is authorized to execute a Program Supplement with Caltrans for the federal funds.
- Section 3. The FY06/07 Capital Improvement Program revenue and expenditure budgets are amended by appropriating \$100,000 (Fund 511) to the Arden Way ITS Integration Project (PN: SP96) and transferring \$100,000 from the State and Federal Grant Match Program (PN: TX01) (Fund 201) to the Arden Way ITS Integration Project (PN: SP96).
- Section 4. Staff is directed to bring a Measure A (Fund 201) reallocation request in the amount of \$100,000 to the Sacramento Transportation Authority (STA) Board for approval. If the STA Board does not approve the reallocation request in the amount of \$100,000 to the Arden Way ITS Integration Project (PN: SP96), staff is directed to take the following budget actions: Amend the FY06/07 Capital Improvement Program budget to transfer \$100,000 (Fund 201) from the Arden Way ITS Integration Project (PN: SP96) back to STA and appropriate \$100,000 from Major Street Construction Tax (209-710-7012) to the Arden Way ITS Integration Project (PN: SP96).

Table of Contents:

- Exhibit A Map of Arden Way ITS Integration Project, Del Paso Boulevard to Ethan Way (PN: SP96)

Adopted by the City of Sacramento City Council on October 24, 2006 by the following vote:

Ayes: Councilmembers, Cohn, Hammond, McCarty, Pannell, Sheedy, Tretheway, Waters and Vice Mayor Fong.

Noes: None.

Abstain: None.

Absent: Mayor Fargo.



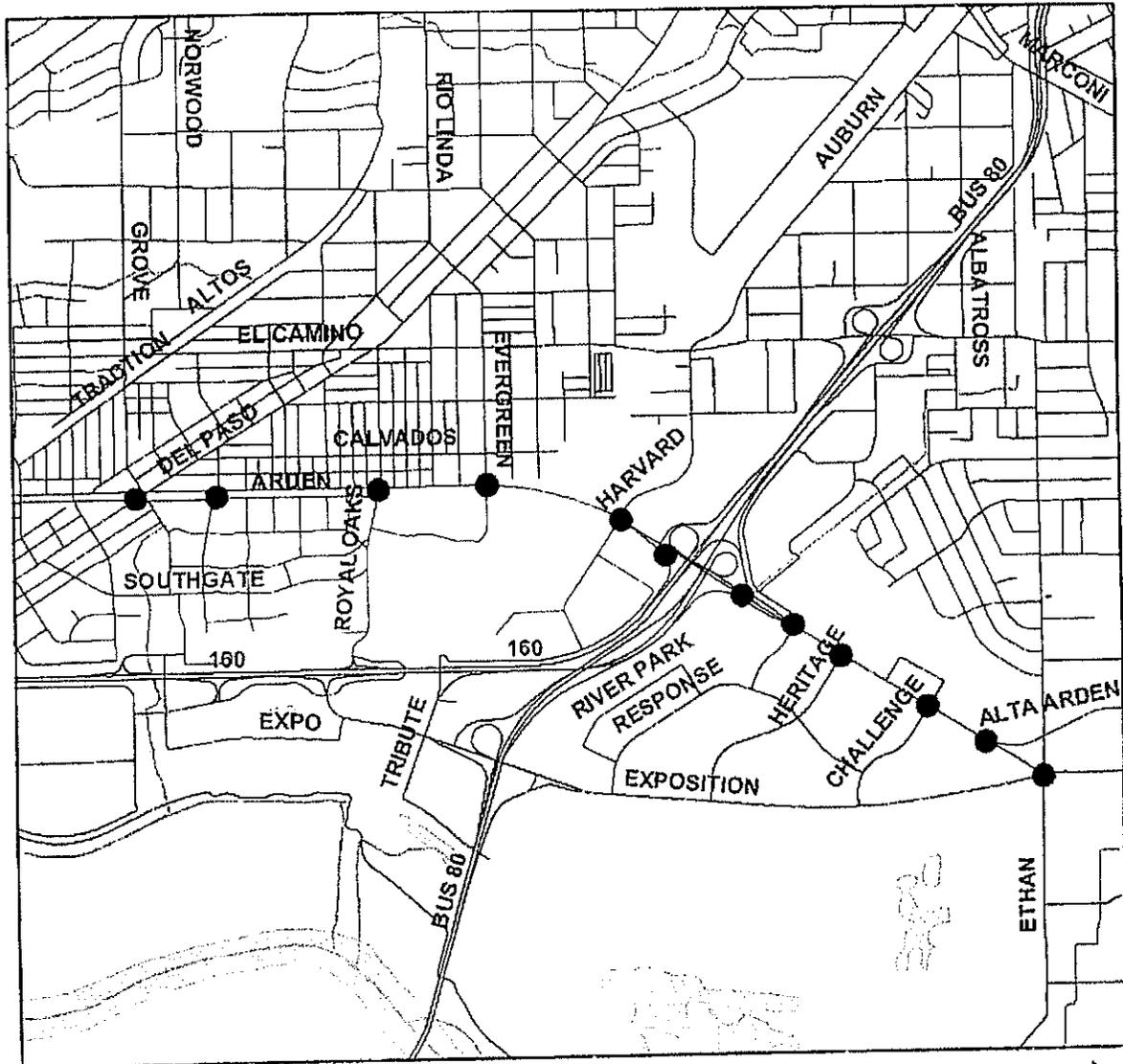
Robert King Fong, Vice Mayor

Attest



Shirley Concolino, City Clerk

Location map for
ARDEN WAY ITS INTEGRATION PROJECT
(PN: SP96)



Map Contact: Hamid Khalessi
Date: September 21, 2006



