

PROJECT #: TV11
PROJECT NAME: West Side Access to the Intermodal Station
DEPARTMENT: Transportation
DIVISION: Engineering Services

CITY OF SACRAMENTO

CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made at Sacramento, California, as of December 5, 2006, by and between the **CITY OF SACRAMENTO**, a municipal corporation ("CITY"), and

*Mark Thomas & Company, Inc
7300 Folsom Blvd, Suite 203
Sacramento, CA 95826
Tel (916) 381-9100/FAX (916) 381-9180*

("CONSULTANT"), who agree as follows:

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

5. **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: _____
Print name: _____
Title: _____

For: Ray Kerridge, City Manager

APPROVED TO AS/FORM:



City Attorney

ATTEST.

City Clerk

Attachments

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

CONSULTANT:

Mark Thomas & Company, Inc.
NAME OF FIRM

074-1451490
Federal I.D. No.

135-10686-4
State I.D. No.

80887
City of Sacramento Business Op. Tax Cert. No.

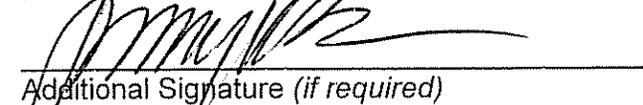
TYPE OF BUSINESS ENTITY (check one):

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



Signature of Authorized Person

Richard K. Tanaka - President
Print Name and Title



Additional Signature (if required)

Jimmy W. Sims - Secretary
Print Name and Title

**DECLARATION OF COMPLIANCE
Equal Benefits Ordinance**

Name of Consultant: Mark Thomas & Company, Inc

Address: 7300 Folsom Blvd, Ste #203, Sacramento, CA 95826

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.

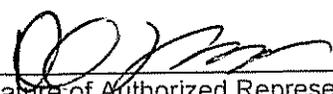
4. Consultant understands that Consultant will not be considered to be discriminating in the provision or application of employee benefits under the following conditions or circumstances:
 - a. If the actual cost of providing a benefit to a domestic partner or spouse exceeds the cost of providing the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

11/16/06

Date

Richard K. Tanaka -

Print Name

President

Title

EXHIBIT A

CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT

SCOPE OF SERVICES

1. **Representatives.**

The CITY Representative for this Agreement is:

*Ted Davini, Senior Engineer
Engineering Services Division
915 I St, Room 2000
Sacramento, CA 95814*

Tel (916) 808-8930/FAX (916) 808-8281/E-mail: tdavini@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:

*Dave Lopez, Senior Project Manager
Mark Thomas & Company, Inc
7300 Folsom Blvd, Suite 203
Sacramento, CA 95826
Tel (916) 381-9100/FAX (916) 381-9180*

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

2. **Professional Liability Insurance.** Professional Liability (Errors and Omissions) insurance is X is not ___ [check one] required for this Agreement. (See Exhibit D, Section 11, for complete insurance requirements)
3. **Scope of Services.**
The services provided shall be as set forth in Attachment 1 to Exhibit A, attached hereto and incorporated herein.
4. **Time of Performance.** The services described herein shall be provided during the period December 5, 2006 through December 31, 2009.

Work Plan

Work Plan

A Project Study Report (PSR) is a Caltrans scoping document, and is required to document consensus on a project's scope, schedule, and cost. It establishes the magnitude and general improvements of the project for purposes of programming project costs and planning future engineering and planning activities. Following is a description of how these activities would be addressed for the West Side Access to the Intermodal Project.

The bulk of the work effort in the PSR is the technical studies that need to be prepared as report "back-ups". Traffic forecasts will be prepared, with supplemental operations analyses to confirm interchange geometry, intersection operations, stacking distances, etc. Geometric drawings and preliminary profiles will be developed, with an Advance Planning Study to evaluate any structure modifications. Environmental work will include a Preliminary Environmental Analysis Report (PEAR), which outlines the environmental process for this specific project, plus a hazardous waste initial site assessment to highlight any potential hazardous waste issues.

1.0 Project Administration and Management

1.1 Coordination Meetings

MTCO management approach includes focused project coordination meetings with the City of Sacramento, Caltrans, SITF members, and other agencies/organizations deemed appropriate by the City Project Manager.

The first step following notice-to-proceed is to arrange a Kick-off meeting with the City of Sacramento, the Consultant team, Caltrans Special Funded Projects, Environmental Branch, Traffic Operations, Planning, and any other personnel and/or development interests as deemed appropriate by the City Project Manager. The purpose of the meeting will be to identify the precise format, scope, and content that Caltrans, City, County, and stakeholders want for the technical studies, project study report, and supplemental project information.

MTCO has found that after the required base mapping is complete it is useful to bring the Project Development Team (PDT) out to the project site and review the project issues as a group. In this manner the project issues can be seen first hand by all the PDT and a consensus can be obtained on critical issues.

Meetings between property owners and utility companies are more useful if held on separate occasions and in smaller groups. These will be conducted on an as needed basis.

MTCO will take the lead in design coordination progress meetings. This work includes preparation of meeting agenda in consultation with City's Project Manager, distribution of approved meeting agenda, arrangement of attendance of meeting participants, and preparation and distribution of meeting minutes, including recap of actions to be taken prior to the next meeting. This scope assumes a total of 10 project team meetings and 2 PDT field meetings. There will also be three focus meetings with Caltrans staff, and two focus meetings with City of Sacramento staff. MTCO shall hold up to six informal focused meetings with key stakeholders as needed to gather appropriate information.

1.2 Consultant Team Management/Coordination

This task will include general project management, including preparation of monthly progress reports, maintaining the project submittal register, and CPM scheduling and updates. MTCO will also maintain project files in this phase.

As in most multi-disciplinary projects, there will be a number of team members involved in the project study report. This project management task will also include coordination of team members from various disciplines.

1.3 Information Gathering

MTCO will identify and assemble existing data useful in analyzing impacts of the project. These information sources include City, County and Caltrans As-built and Right of Way information, and sources identified in the request for proposal (RFP).

Also as part of this task, MTCO will obtain encroachment permits for site surveys and field investigation, as required from Caltrans, the City, and County.

Task 1 Deliverables –

- | | |
|--|----------------------|
| ➤ PDT Meeting Agendas & Meeting Minutes | Twelve (12) meetings |
| ➤ Schedule Updates at the PDT Meetings | Ten (10) Updates |
| ➤ Focus Meetings with either Caltrans or City | Five (5) Updates |
| ➤ Informal Focused Stakeholder Meeting Minutes | Six (6) |

2.0 Project Study Report/Technical Studies

The general intent of this task is to review and evaluate previously considered alternatives, develop two or three alternative geometrics and project design in sufficient detail so that the project scope, environmental impacts and project costs can be evaluated. To the extent possible, any required design activities are intended to be of sufficient detail for use in the future PS&E phase of the project. Other activities not strictly needed for the project study report (i.e. Right of Way surveys, appraisal mapping, etc.) are not included in this project scope. The PSR and supporting documentation will be prepared as outlined in the Caltrans Project Development Procedures Manual and will be signed by Caltrans. Following are key subtasks included in this work scope:

2.1 Base Mapping

MTCO will prepare the appropriate base mapping in order to provide PSR accuracy for engineering feasibility and cost estimating. Existing utility mapping will be obtained and added to the base mapping.

2.1.1 Acquire Record Mapping and Associated Documentation: MTCO will research record mapping and as-built documents at Caltrans, the City and the County. In particular, MTCO will review available record of surveys, Right of Way record maps, and parcel maps. MTCO will prepare base maps showing compiled/reconciled record information for property lines including existing roadway control lines on I Street,

Work Plan

and 3rd Street within the project area. The existing ramps and structures will be calculated from as-builts and super imposed on the aerial photograph.

2.1.2 Aerial Mapping: It is assumed that the City will provide MTCO with the 2006 aerial photography to begin geometric development. If aerial photos are not available from the City, MTCO can arrange to have the site flow at an additional cost.

2.1.3 Supplemental Field Topography: MTCO will perform a minimal amount of supplemental field surveys to identify, locate major features, and verify vertical and horizontal clearances. Roadway cross sections will be performed at key locations. MTCO will also survey surface visible evidence of underground utilities, driveways, and other critical features necessary for design. This scope assumes a total of three-days for topographic surveys.

2.1.4 Utility Mapping - This sub-task consists of compiling existing utility mapping and doing verification with utility providers. This task also will allow identification of preliminary conflicts for budgeting and scheduling purposes, in support of the Project Study Report Right of Way estimates. The following procedure is proposed:

- Compile mapping on base plans using utility company system mapping, as-built information, and visible and surveyed locations of surface utility facilities.
- Prepare utility coordination cover letter for utility companies. After review and approval by City staff, send plans and cover letter to Utilities for their confirmation and/or location of facilities.
- Revise utility mapping per utility comments.

Return corrected utility mapping to utilities "for information only".

2.2 Assist with Refinement of Project Alternatives

Dowling Associates will assist Mark Thomas with the refinement of alternatives being carried forward from the Feasibility Study for the West Side Access. Specifically, Dowling Associates will assist in resolving issues regarding access for motor vehicles, bicycles, and pedestrians. Dowling Associates will advise the team on potential modifications to alternatives to improve operations before the analysis is commenced.

After completion of the analysis procedures described below, there will be a process by which the project alternatives are refined and modified, depending on the results of each iteration of the operations analysis, as well as other considerations. When these changes result in changes to lanes, locations of intersections, or other key characteristics of the roadway environment, an operations analysis will be conducted to determine the modified measures of effectiveness at the affected locations.

2.2.1 Develop Existing Traffic Data - The following information will be taken from the Sacramento Railyards Traffic Study

- Turning movement counts,
- Pedestrian counts, and
- I-5 counts
- Lane geometry
- Control devices
- Turn pocket lengths
- Queue lengths
- Signal timing
- Rail ridership
- Bus ridership

A review of the data and a field review will be conducted to identify possible changes that may have been made in existing conditions since the data were collected for the Sacramento Railyards Traffic Study.

2.2.2 Provide Traffic Forecasts for the Design Year - Future peak traffic volumes will be developed at all study intersections and freeways for design year conditions. Turning movements for the design year will be developed for all study intersections and freeway facilities for the a.m. and p.m. peak hours during a typical weekday. Daily traffic volumes will also be provided for roadway segments.

Dowling Associates will use the travel demand model developed for the Sacramento Railyards Traffic Study as the basis for the model that will provide forecasts for West Side Access alternatives. The Railyards model was based on the SACMET 2027 model with modifications to land uses in the Richards Boulevard Area (including the Railyards Area) to represent buildout conditions. Other adjustments to the model may be made to reflect design year conditions (i.e. 2030 or 2035). The design year will be determined in collaboration with City staff and Caltrans.

Land uses for travel demand modeling will be adjusted as required to account for future probable projects in the approval process and to represent buildout of the Richards Boulevard Area. Future analysis will also reflect projects in the M.T.P. City staff may direct other modifications to the travel demand model.

A traffic forecast report will be prepared for submittal to the City and Caltrans to gain Caltrans approval of the forecasts before beginning the future conditions operations analysis. This submittal is proposed to avoid having to re-do the operations analysis later with revised forecasts.

2.2.3 Evaluate Intersection Operations - Intersection operations will be analyzed according to Highway Capacity Manual procedures using the SYNCHRO software package. Queues will be reported for all approaches to all intersections using the SYNCHRO Percentile Delay Method. 95th percentile queues that cannot be accommodated within the available storage areas (turn bays and between intersections) will be identified. Up to 20 intersections will be analyzed. Suggested study intersections include:

1. Jibboom Street / I Street (existing conditions only)
2. 3rd Street / H Street
3. 3rd Street / J Street
4. 3rd Street / I Street
5. 4th Street / I Street
6. 5th Street Extension / G Street (design year only)
7. 5th Street / H Street
8. 5th Street / I Street
9. 5th Street / J Street
10. 6th Street Extension / G Street (design year only)
11. 6th Street / H Street
12. 6th Street / I Street
13. 6th Street / J Street
14. 7th Street / F Street
15. 7th Street / G Street
16. 7th Street / H Street
17. 7th Street / I Street
18. 7th Street / J Street

The Jibboom Street / I Street intersection would only be analyzed for existing conditions. The intersection is planned to be removed as part of the Sacramento Railyards program development. The intersections of 5th and 6th Streets with G Street do not currently exist but would be created by development of the Sacramento Railyards project.

Bicycle and pedestrian access will be included in the evaluation of intersection operations and special attention will be given to pedestrian and bicycle movements at the 5th Street/I Street intersection.

2.2.4 Evaluate Freeway Operations - The following freeway elements will be analyzed:

Freeway Segments:

Freeway segment analysis will be analyzed using (current) Highway Capacity Manual in conjunction with Caltrans' procedures, and City Guidelines on the following freeway segments:

- I-5 Northbound
 - South of I Street on-ramp
 - South of Richards Boulevard off-ramp
- I-5 Southbound
 - North of J Street off-ramp
 - North of I Street on-ramp

Freeway Merge / Diverge / Weave:

Analysis of the following ramps and weaving sections will be performed using Highway Capacity Manual procedures as required by Caltrans:

- I-5 Northbound
 - L Street on-ramp
 - I Street on-ramp
 - Richards Boulevard off-ramp
- I-5 Southbound
 - Richards Boulevard on-ramp
 - J Street off-ramp
 - I Street to Q Street weave

Freeway Ramps:

Analysis of the vehicle queues will be performed at the following ramps, as required by Caltrans:

- I-5 Northbound
 - J Street off-ramp
 - Richards Boulevard off-ramp
- I-5 Southbound
 - J Street off-ramp
 - Q Street off-ramp

2.2.5 Simulate Traffic Operations - Dowling Associates will develop micro-simulation models for each project using the VISSIM traffic simulation software. The simulation will be developed from an initial VISSIM simulation (to be provided by the City) performed for the SITF study prepared by SMWM/Arup and associated consultants. The simulation will be expanded to cover the study elements of the transportation system and will include a mix of motor vehicles, bus and train operations at the SITF, and bicycle and pedestrian activity.

Prior to VISSIM analysis, Dowling and associates will calibrate model to match existing conditions. The model must be approved by the city prior analysis. The VISSIM analysis results will be reported and compared against the analysis of intersections and freeway locations identified in the previous tasks. It is likely that the VISSIM microsimulation analysis may differ substantially from the macro level analysis results provided by Synchro and HCM freeway analysis procedures. Adjustments may be made to ensure reasonable compatibility of the assumptions made in the micro and macro traffic analysis procedures.

2.2.6 Evaluate and Refine Onsite Circulation and Parking - Dowling Associates will evaluate circulation and parking at the existing Amtrak Depot and recommend changes need to improve traffic operations to provide a smooth transition to the plan for the SITF.

2.2.7 Develop/Evaluate On-Site Improvements - MTCO will work with the PDT and stakeholders to develop on-site improvements that will allow the train depot to function effectively while the project is in the interim phase. The improvements will include cost analysis of relocating light-rail track and building a platform for light-rail. MTCO will also develop an alternative for a bicycle path that connects the train depot site to Jibboom Street.

2.3 Geometric Drawings/Construction Staging

Based on review of preliminary traffic volumes provided in Task 2.2, MTCO will prepare geometric drawings for the interchange alternatives. The interchange geometrics will be further developed with traffic operations data, with basic controlling geometric features shown. A total of three (3) interchange alternatives will be prepared.

The Geometric Drawings will be prepared at a scale of 1=50' scale, will show mainline and interchange alignment, lane and shoulder widths, cut/fill lines, Right of Way requirements, ramp metering layout with enforcement areas, intersection details, etc. Ramp profiles will be shown for realigned ramps, superlevation and profile of Third Street with respect to I-5 ramps.

This geometric development task also will include an evaluation of construction staging and traffic handling. A preliminary evaluation will be made for higher-cost traffic control items (i.e. changeable message signs, K-rail, etc), so that they can be included in the Project Study Report cost estimates.

2.4 Initial Site Assessment (ISA) Report

Blackburn Consultants, Inc. (BCI) will prepare the ISA. The overall purpose of the ISA will be to attempt to identify significant soil/groundwater contamination issues that could affect the constructability, feasibility, and/or the cost of the proposed project. We will complete the following scope items for the ISA. If we find the potential for significant contamination, additional investigation may be required.

2.4.1 Coordination, Site Review and Field Reconnaissance BCI will discuss the project with the team, coordinate work with MTCO, and conduct a preliminary site review. Obtain MTCO-provided copies of title documents and Assessor Parcel Numbers (APN) plats for parcels located within the project limits, and subject to partial or complete acquisition. Obtain preliminary plans of the proposed project improvements, including topographic profiles and right-of-way maps.

- Review published literature regarding site geology and groundwater conditions.
- Conduct site reconnaissance to observe current land use and potential indications of contamination on or adjacent to the project area. This will include documentation of areas showing evidence of significant fill, apparent locations of fuel dispensing lines and tanks, existing groundwater wells; and locations and conditions of pole or surface mounted transformers.

Work Plan

2.4.2 Historical Research

The project is located in a densely developed, historically important, section of Sacramento, with well-documented soil and groundwater contamination and associated remediation activities (former Southern Pacific Railroad Company's downtown Sacramento Railyards, PG&E plant, etc). BCI's historic research will include a review of in-house and City-provided publicly available literature documenting investigation and clean-up documents for impacted sites located adjacent to the project area. BCI anticipates performing the following tasks:

- Review historical aerial photographic coverage, Sanborn maps, and topographic map coverage of the site and surrounding properties for indications of potential sources for contamination.
- Obtain and review a commercial database search of federal, state, and county records for indications of the use, misuse, or storage of hazardous and/or potentially hazardous materials on or near the alignment.
- Attempt to identify past and present operations conducted on the properties to assess the potential for hazardous materials impacts to the site.
- Perform a limited review of readily available investigation and remediation reports from contaminated sites adjacent to the project area, based on their identification in the database search report.
- Conduct interviews with any readily available persons knowledgeable about the history of the site to determine potential environmental liabilities.

2.4.3 Report Preparation

- Prepare a report summarizing the findings of our review, site reconnaissance, historical photograph evaluation, and regulatory records review. BCI will address identified potential hazardous materials impacts and recommend the need for further investigation and analysis, if necessary.

Deliverables: Six (6) copies of draft and final ISA report.

2.5 Quantity/Cost Estimates

MTCO will prepare a preliminary construction cost estimate using the Caltrans standard 6-page estimate format, up to 3 alternatives. The costs estimate will be developed using the most current cost data from current local projects. MTCO will also provide the City with project development costs including preparing environmental document, project report, PS&E, construction management, and construction surveys

2.6 Right of Way Data Sheets

Concurrent with the cost estimate task, MTCO will prepare the Caltrans Right of Way Data Sheets. The Right of Way Data Sheets and supporting documents will be prepared in Caltrans format and will include

- Review Impacts on properties (e.g., full take or partial take)

Work Plan

- Data collection and analysis
- Estimate costs of alternatives, including acquisition, relocation, and demolition costs

Utility relocation costs also must be evaluated in the Right of Way estimate.

2.7 Advance Planning Study

Concurrent with geometric development, an Advance Planning Study (APS) will be prepared for any proposed improvements to the I-5/I Street structures. Essentially, the APS is a preliminary plan for Caltrans review, which documents structure type, layout, and preliminary cost. This scope assumes a total of three (3) APSs will be prepared. The APS will be prepared in draft and final versions for Division of Structure review.

2.8 Value Engineering Allowance

Once costs estimates are prepared for the preliminary work effort, there may a need to review potential cost savings measures. Phased implementation of improvements could be one example. We also expect Caltrans reviewers to comment on existing facilities; it may be desirable to upgrade selected features. MTCO will evaluate these areas on a case by case basis, as well as reviewing opportunities for cost savings where possible. This item of work is intended as a nominal amount for investigation of possible areas of cost savings.

2.9 Storm Water Data Report

MTCO will prepare the Storm Water Data Report (SWDR) in accordance with the *Caltrans Storm Water Project Planning and Design Guide*. This report summarizes how storm water is handled during and after construction. The SWDR will be reviewed by Caltrans. MTCO will incorporate appropriate comments into the final report and will provide written response to all comments. The final report will be submitted to Caltrans for signature.

2.10 Fact Sheets

MTCO will prepare a DIB 78 checklist identifying non-standard features. One DIB 78 will identify non-standard features for up to 3 alternatives. Fact sheets will be prepared for advisory and mandatory design exceptions for the preferred alternative and the non-standard features will be documented in the PSR. MTCO will facilitate the process necessary to obtain approval for the Design Exception Fact Sheets from Caltrans.

2.11 Right of Way Relinquishment

Right of Way relinquishment maps will be prepared for the relinquishment of up to 2 locations along I Street within the project area. A description of each relinquishment will also be provided. MTCO will coordinate with Caltrans Right of Way department, the Caltrans project manager, and prepare paperwork for CTC approval.

2.12 Concept Approval Report (CAR)

Concept Approval Reports are required by FHWA for major modification to ramp connections to their interstate. For minor modifications at the ramp terminal (as proposed with this project), the PSR will be used as

the FHWA approval document. MTCO will coordinate with Caltrans to submit the PSR to FHWA.

2.13 Project Study Report

MTCO will prepare an Administrative Draft PSR, Draft PSR and Final PSR for distribution, review and approval (by the City, County, Caltrans, and subconsultants). The Project Study Report will be prepared to Caltrans Project Development Procedures Manual, latest edition, and will discuss the following key areas:

- Introduction
- Background
- Need and Purpose
- Alternatives
- Analysis of Proposal
- System Planning
- Hazardous Waste
- Traffic Management Plan
- Environmental Clearance
- Funding/Scheduling
- Contacts
- Attachments

As part of the PSR process, MTCO will review Design Information Bulletin No. 78 for all mandatory and advisory design standards. We will then prepare Fact Sheets to document any feature that does not meet current standard. This scope assumes a total of two Fact Sheets will be required.

Task 2 Deliverables –

- Project Study Report - Final
 - Deliverables will be as outlined in the RFP
- Fact Sheets for Design Exceptions, 8 total
 - 4 copies each (City, and Caltrans)

3.0 Environmental Evaluation

LSA Associates (LSA) will perform the environmental evaluation and prepare the Preliminary Environmental Assessment Report (PEAR).

3.1 Research Existing Project Documentation

LSA will conduct records searches for biological, cultural resources, noise and air quality, and review available/applicable environmental documents.

Conduct a thorough review of information on known biological resources in the study area. This review will include database searches of the California Department of Fish and Game's (DFG's) Natural Diversity Database (CNDDB), the California Native Plant Society's (CNPS's) Inventory of Rare and Endangered Vascular Plants of California and previous studies. The biologist will also obtain lists of federally listed species with potential to occur in the study area from the U.S. Fish and Wildlife Service (USFWS), and review aerial photographs and other relevant maps of the study area.

For cultural resources, the data base search will be an archaeological and historical records review and literature search through the Information Center of the California Historical Resources Information System (CHRIS) at CSU Sacramento. The Information Center houses the pertinent archaeological and historical site, survey, and

excavation information necessary to determine whether known cultural resources exist within the vicinity. Archaeological, ethnographic, and historical publications and maps on file at LSA will also be reviewed.

LSA specialists will review existing City of Sacramento standards and compatibility requirements for noise and air quality concerns. The potential for impacting sensitive receptors will be described for noise and air quality, including the need for mitigation. Air quality attainment/conformity status will be documented.

LSA will also gather previously prepared documentation available in the region as needed to evaluate general environmental issue areas applicable to the analysis. Specifically, the areas of interest that will be reviewed by LSA include water resources (hydrology, floodplain), land use (potential conflict with adjacent uses), geotechnical hazards (seismic, fault lines, soil instability), visual features (potential conflict with various aesthetic and scenic significant features), utilities (overhead utilities, underground infrastructure), noise (proximity of adjacent sensitive receptors/topographical considerations), and hazardous wastes/materials contamination (prepared by hazmat consultant).

3.2 Preliminary Environmental Assessment Report (PEAR)

Reconnaissance Surveys - LSA will provide technical staff to conduct reconnaissance site surveys for the project footprint. These surveys will be generalized and will include review of aerial photography. The surveyors will represent biological and cultural resources expertise, as these areas would likely have the highest potential for environmental constraints. LSA biologists will conduct a reconnaissance-level survey of the study area to identify the habitat types present at the site (if any), record plant and wildlife species observed, and assess the site's potential to support sensitive natural resources including special-status species, wetlands, drainages and sensitive natural communities. LSA cultural resource specialists will examine the potential for historic structures that could be affected by the proposed project, but formal recordation and evaluation will not be completed in this scope of work. The field survey will also note sensitive areas where cultural resources are more likely to be present.

Draft and Final PEAR - The purpose of preparing a PEAR document is to determine which environmental topics present potential issues for the project, and whether any topic potentially affects project feasibility. The main goal will be to provide a summary of the issue areas based on existing conditions, including the surroundings compared with the potential development surrounding the future interchange/ramp/roadway access improvements. From this comparison, the key environmental issue areas will be described, and strategies provided for the subsequent environmental review process. LSA will utilize preliminary geometric plan alternatives prepared by MTCO.

It is likely that the proposed interchange/ramp/roadway access improvements will ultimately involve both CEQA and NEPA review. In addition to defining the environmental issues and review strategies, the specific technical studies will be identified, as well as the potential permits required from responsible agencies, or agencies with permit authority. This information will be provided for the interchange footprint based on specific technical and environmental review requirements.

Work Plan

The evaluation will:

- Develop an inventory of environmental resources and a list of the potential issues or impacts that could significantly delay the implementation of the interchange/ramp/roadway access improvements or affect the viability of any project alternative;
- Determine any technical studies (e.g., biology, noise, etc.) that will be needed to complete environmental clearances;
- Indicate conformance with State and federal plans, including air quality plans; discuss the emission thresholds established by the air district, including the implications for environmental review;
- Determine the type of environmental clearances that are anticipated for the proposed interchange/ramp/roadway access improvements, tentative schedules for completion, and potential mitigation requirements/costs;
- Outline funding sources and methods of obtaining funding; and
- Determine the potential State and federal permits that may be required.

A project description will be provided in introductory comments of the PEAR document outlining the features of future interchange/ramp/roadway access improvements. The potential alternatives will be described, including status for subsequent review and evaluation in the appropriate environmental document.

A Summary Table will be included in the PEAR document that describes the potential impact significance of each issue area.

In general, it is expected that the environmental issue areas will include the following:

- Geology and soils
- Water resources, including surface hydrology and water quality
- Flood hazards
- Land use (current and planned)
- Right-of-way/relocation (if necessary)
- Biological resources, including special status species and wetlands
- Services and utilities
- Cultural resources (pre-historic and historic)
- Visual resources
- Air resources
- Noise
- Hazardous wastes (prepared by hazmat consultant)

An appendix will be attached to the PEAR document that provides further documentation or scoping reports for biological resources, cultural/paleontological resources, hazardous wastes/materials documentation (prepared by

hazmat consultant), noise exposure and air quality status/exposure.

A draft PEAR will be submitted to MTCO, the City and Caltrans for review. The evaluation will be revised as necessary, and provided as a resource document for the PSR engineering document.

Task 3 Deliverables

- Draft PEAR 4 copies (City, and Caltrans)
- Final PEAR 4 copies (City, and Caltrans)

4.0 Public Outreach

As the City of Sacramento continues their efforts in the planning and development of the Sacramento Intermodal Transportation Facility (SITF) and surrounding railyards, connectivity becomes extremely important for the viability of the SITF. Through the conceptual studies previously implemented, access issues from the west to the SITF were identified. As the City embarks on further feasibility studies to identify the appropriate west side access to the SITF, the need for public involvement from the large constituency of key stakeholders has been identified. The Hoyt Company has direct, extensive knowledge of the local community through work on numerous projects in Downtown Sacramento including but not limited to the outreach efforts during the Conceptual Study of the SITF and work with Sacramento Regional Transit District on the Downtown/Natomas/ Airport Study. With our previous experience, currently relationships and understanding of the citizens in the targeted area, we have put together the following Public Outreach Program to solicit valued participation and input from the local community on the feasibility study.

4.1 Mailing List

The Hoyt Company will work in conjunction with the Project Team to develop an all inclusive project mailing list of up to 2,000 contacts. The Hoyt Company created a mailing list for the previous SITF study and can utilize a similar methodology catered to those directly affected by the west side access. The mailing list will include key stakeholders and property owners and occupants. Stakeholders may include: neighborhood associations, Chambers of Commerce, business organizations, elected officials, local school districts, transportation and environmental advocates, ECOS, SACOG, and many more. The Hoyt Company will utilize the Project Mailing list to mail out public meeting notices, project information, and materials. The Hoyt Company will be responsible for maintaining the database to ensure its accuracy.

4.2 Project Stakeholder Meetings

The Hoyt Company will work in coordination with the Project Team to identify and manage up to six key stakeholder meetings. The stakeholders identified for these special focused meetings will be a mix of technical and agency experts as well as transportation advocates and community leaders. The format for these meetings will be identified by the Project Team upon contract approval and may include attending established organization meetings or creating and facilitating special focus group meetings. The focused stakeholder meetings are essential to gathering input from those who will be users of the SITF, or directly affected by the development of the

Work Plan

facility. The Hoyt Company will be responsible for the coordination efforts as they relate to the stakeholder meetings.

4.3 Project Newsletters

The Hoyt Company will be responsible for the creation and mailing of two project newsletters. The newsletters will serve dual purposes in providing project information as well as inviting the public to attend the Public Workshops. Project information may include the purpose and need of the project as well as project facts and proposed improvement alternatives for west side access to the SITF. The newsletters will be created and mailed approximately three weeks prior to each public workshop. The Hoyt Company will work closely with the Project Team to create a masthead or project identity that will be utilized on the newsletters and all other materials. The newsletters will be designed as full color, 2-sided, 8.5x11 documents.

4.4 Media Relations

In an effort to ensure high attendance at the public workshops, The Hoyt Company will write a press release and work with local media to promote the meetings. The Hoyt Company will distribute the press releases to media publications, local television and radio to promote the meeting information.

4.5 Public Workshops

The Hoyt Company will work closely with the Project Team to coordinate and manage two Public Workshops. Both meetings will take place in the evening and last two hours to provide ample opportunity for community members to attend and participate. The meeting format may include an open house period where the attendees can walk around and view displays at various stations as they relate to potential access improvements. During the open house period, the public may have the opportunity to talk one-on-one with key City Staff at each station and provide valued input through comment cards. Following the open house session there may be a formal presentation followed by a question and answer session. All comments and questions addressed during the Q&A session will be recorded along with comments made at each station and through the comment cards. The Hoyt Company will be responsible for all meeting logistics including scheduling, facility and equipment rental, refreshments, promotion of event through reminder calls and emails, name tags, sign in sheets, comment cards and a meeting summary of comments. The Public Workshops will be scheduled at key milestones during the project to facilitate appropriate information exchange between the community and the City of Sacramento.

4.6 Project Website

The City of does not see the immediate need for a website for the project, however would like MTCo reserve the task in case it is deemed necessary in the future.

Work Plan

Task 4 Deliverables

- Workshop/presentation agenda, meeting flyer, minutes
2 total
- Project Newsletters 2 total
- Focus meeting minutes and handouts 4 total

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 **FOUR HUNDRED FIVE THOUSAND FIVE HUNDRED SEVENTY SIX DOLLARS (\$405,576.00)**.
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:

*Ted Davini, Senior Engineer
Engineering Services Division
915 I St, Room 2000
Sacramento, CA 95814*

Tel (916) 808-8930/FAX (916) 808-8281/E-mail: tdavini@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.

COST PROPOSAL

CONTRACT No. City of Sacramento West Side Access to Intermodal Facility Project Date 10/16/06
CONSULTANT Mark Thomas & Company, Inc.

DIRECT LABOR

Classification	Name	Range	Hours	Initial Hourly Rate	Total
Principal	Robert Himes		85.0 @	\$ 90.00	\$ 7,650.00
Project Manager	Dave Lopez		355.0 @	\$ 50.00	\$ 17,750.00
Geometrician	Dave Melis		98.0 @	\$ 55.29	\$ 5,418.42
Project Engineer	Ken Doty	39.00-50.00	336.0 @	\$ 41.14	\$ 13,823.04
Design Engineer	Allan Millar		487.0 @	\$ 28.50	\$ 13,879.50
Engineering Tech	Misc		212.0 @	\$ 22.00	\$ 4,664.00
Survey Manager	Albert De Leon		84.0 @	\$ 48.00	\$ 4,032.00
Structures Manager	Lance Schrey		80.0 @	\$ 53.00	\$ 4,240.00
2 Person Field Crew	Misc		24.0 @	\$ 64.27	\$ 1,542.48
Student Intern	Misc		28.0 @	\$ 14.05	\$ 393.40
CADD Operator	Melissa Sena		301.0 @	\$ 22.00	\$ 6,622.00
Admin Assist	Elisabeth Pinio		89.0 @	\$ 17.00	\$ 1,513.00

Subtotal Direct Labor Costs \$ 81,527.84
Anticipated Salary Increases (5% for one year) \$ 3,000.00

Total Direct Labor Costs \$ 84,527.84

FRINGE BENEFITS

Fringe Benefits Rate 37.00% Total \$ 31,275.30
Total Fringe Benefits \$ 31,275.30

INDIRECT COSTS

Overhead/General and Administrative 107.00% \$ 90,444.79
Total Indirect Costs \$ 90,444.79

FEE @ 10%

\$ 20,624.79

OTHER COSTS

Mileage \$ 1,000.00
Reproductions Costs (out of office blue lines, xerox, binding) \$ 12,000.00
Photographic Film & Processing \$ 400.00
Mail & Delivery Services (California Overnight and Postage) \$ 600.00
Total Other Costs \$ 14,000.00

SUBCONSULTANTS

Dowling Associates 86,000.00
LSA Associates 29,340.95
The Hoyt Company 35,628.71
Blackburn Consultants 13,734.00

TOTAL COSTS

\$ 405,576.38

COST PROPOSAL

CONTRACT No. Sacramento West Side Access Study
CONSULTANT Dowling Associates, Inc.

Date 09/29/06

DIRECT LABOR

Classification	Name	Range	Hours	Initial Hourly Rate	Total
Principal	Mark Bowman	\$57.75 - \$73.63	130.0	@ \$ 66.85	\$ 8,690.50
Senior Engineer/Planner	Neelita Mopati	\$35.45 - \$50.00	320.0	@ \$ 45.79	\$ 14,652.80
Assoc. Engineer/Planner	Franklin Cai	\$31.82 - \$36.36	140.0	@ \$ 35.00	\$ 4,900.00
Technician	Ruth Dowling	\$18.00 - \$26.00	10.0	@ \$ 23.59	\$ 235.90

Subtotal Direct Labor Costs \$ 28,479.20
Anticipated Salary Increases (5% for one year) \$ 1,423.96

Total Direct Labor Costs \$ 29,903.16

FRINGE BENEFITS
Fringe Benefits

Rate	Total
45.00%	\$ 13,456.42
Total Fringe Benefits	\$ 13,456.42

INDIRECT COSTS

Overhead/General and Administrative
Total Indirect Costs \$ 34,687.67

FEE @ 10%

\$ 7,804.72

OTHER COSTS

Mileage	\$ 19.03
Reproductions Costs (out of office blue lines, xerox, binding)	\$ 10.00
Photographic Film & Processing	\$ 10.00
Mail & Delivery Services (California Overnight and Postage)	\$ 10.00
Paramics, Vissim, Emme2, TP+/Viper, Transcad, Synchro Software	\$ 99.00
Total Other Costs	\$ 148.03

TOTAL COSTS

\$ 86,000.00

COST PROPOSAL

CONTRACT No. City of Sacramento West Side Access to Intermodal Facility Project Date 10/16/06
CONSULTANT LSA Associates, Inc.

DIRECT LABOR

Classification	Name	Range	Hours	Initial Hourly Rate	Total
Principal	B. Mayer	40.63-62.50	34.0 @	\$ 56.64	\$ 1,925.76
Biologist -Associate	J. Bray	30.29-51.57	19.0 @	\$ 30.20	\$ 573.80
Biologist - Senior	L. Adams	28.00-47.12	43.0 @	\$ 28.13	\$ 1,209.59
Envn. Planner	S. Giorgi	28.00-47.12	50.0 @	\$ 24.52	\$ 1,226.00
Envn. Planner	K. Jackson	28.00-47.12	38.0 @	\$ 20.00	\$ 760.00
AQ/Noise	AQ. Fischer	30.29-51.57	25.0 @	\$ 30.65	\$ 766.25
Principal-Cultural	C. Gerike	40.63-62.50	6.0 @	\$ 41.83	\$ 250.98
Cultural Resc. Mngr.	N. Kaptain	19.23-37.50	70.0 @	\$ 20.19	\$ 1,413.30
Graphics		21.63-31.45	17.0 @	\$ 25.88	\$ 439.96
Word Proc./Editor		18.20-25.65	25.0 @	\$ 21.09	\$ 527.25

Subtotal Direct Labor Costs \$ 9,092.89
Anticipated Salary Increases (5% for one year) \$ 454.64

Total Direct Labor Costs \$ 9,547.53

FRINGE BENEFITS

Fringe Benefits Rate 44.46% Total \$ 4,244.83
Total Fringe Benefits \$ 4,244.83

INDIRECT COSTS

Overhead/General and Administrative 119.92% \$ 11,449.40
Total Indirect Costs \$ 11,449.40

FEE @ 10%

\$ 2,524.18

OTHER COSTS

Mileage \$ 675.00
Reproductions Costs (out of office blue lines, xerox, binding) \$ 400.00
Record Search \$ 500.00

Total Other Costs \$ 1,575.00

TOTAL COSTS

\$ 29,340.95

COST PROPOSAL

CONTRACT No City of Sacramento West Side Access to Intermodal Facility Project Date 10/18/06
CONSULTANT The Hoyt Company

DIRECT LABOR

Classification	Name	Range	Hours	Initial Hourly Rate	Total
Principal	Wendy Hoyt	110-140	25.0	@ \$ 67.27	\$ 1,681.75
Project Manager	Kim Pallari	40-45	112.0	@ \$ 47.27	\$ 5,294.24
Outreach Specialist	Tammy Nguyen	25-28	60.0	@ \$ 30.19	\$ 1,811.40
Graphic Designer	Jon Crossland	28-35	24.0	@ \$ 34.55	\$ 829.20
Executive Assistant	Kieu Nguyen	25-28	12.0	@ \$ 25.45	\$ 305.40
Administrative Assistan	Melissa Vink	20-25	31.0	@ \$ 24.73	\$ 766.63

Subtotal Direct Labor Costs \$ 10,688.62
Anticipated Salary Increases (5% for one year) \$ _____

FRINGE BENEFITS	Rate	Total
Fringe Benefits		\$ -
Total Fringe Benefits		\$ _____

INDIRECT COSTS	Rate	Total
Overhead/General and Administrative	150.00%	\$ 16,032.93
Total Indirect Costs		\$ 16,032.93

FEE @ 10% \$ 2,672.16

OTHER COSTS	Total
Postage and Mailhouse Fees	\$ 2,085.00
Printing of Newsletters	\$ 1,650.00
Room Rental/Equipment for Meetings	\$ 1,500.00
Refreshments for 2 public meetings (coffee, water, cookies)	\$ 500.00
Office expenses (copies, faxes, deliveries)	\$ 500.00
Total Other Costs	\$ 6,235.00

TOTAL COSTS \$ 35,628.71

COST PROPOSAL

CONTRACT No. West Site Access to the Intermodal (I Street On-Ramps) Date 10/16/06
 CONSULTANT Blackburn Consultants

DIRECT LABOR

Classification	Name	Range	Hours	Initial Hourly Rate	Total
Principal	Jeff Patton	40.15	4.0 @	\$ 40.15	\$ 160.60
Sr. Project Manager	Jeff Patton	40.15	20.0 @	\$ 20.00	\$ 400.00
Project Manager	Alfred Worcester	39.00	72.0 @	\$ 39.00	\$ 2,808.00
CADD Op	Mike Robertson	27.00	8.0 @	\$ 27.00	\$ 216.00
Admin Assist	Various	13.5-18.00	6.0 @	\$ 15.75	\$ 94.50

Subtotal Direct Labor Costs \$ 3,679.10
 Anticipated Salary Increases (5% for one year) \$ 183.96

Total Direct Labor Costs \$ 3,863.06

FRINGE BENEFITS

Fringe Benefits	Rate	Total
	44.21%	\$ 1,707.86
Total Fringe Benefits		\$ 1,707.86

INDIRECT COSTS

Overhead/General and Administrative	148.41%	\$ 5,733.16
Total Indirect Costs		\$ 5,733.16

FEE @ 10% \$ 1,130.41

OTHER COSTS

Mileage	\$ 204.00
Reproductions Costs (out of office blue lines, xerox, binding)	\$ 70.00
Records Search	\$ 500.00
Air Photos / Maps	\$ 500.00
Mail & Delivery Services (California Overnight and Postage)	\$ 25.52
Total Other Costs	\$ 1,299.52

TOTAL COSTS \$ 13,734.00

**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 City Code Section 2.16.090 pertaining to appearances before the City Council or any CITY department, board, commission or committee.
6. **Confidentiality of CITY Information.** During performance of this Agreement, 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, whether or not (i) such Liabilities also are caused in part by the passive negligence of the CITY, its officers or employees, (ii) the CITY, its officers or employees reviewed, accepted or approved any service or work product performed or provided by the CONSULTANT, or (iii) such Liabilities are litigated, settled or reduced to judgment.
- B. Obligation to Defend. CONSULTANT shall, upon CITY's request, defend at CONSULTANT's sole cost any action, claim, suit, cause of action or portion thereof 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 City Code.
14. **Severability.** If any portion of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.
15. **Waiver.** Neither CITY acceptance of, or payment for, any Service or Additional Service performed by CONSULTANT, nor any waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.
16. **Enforcement of Agreement.** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court or Federal District Court located in Sacramento County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.
17. **Assignment Prohibited.** The expertise and experience of CONSULTANT are material considerations for this Agreement. CITY has a strong interest in the qualifications and capability of the persons and entities who will fulfill the obligations imposed on CONSULTANT under this Agreement. In recognition of this interest, CONSULTANT shall not assign any right or obligation pursuant to this Agreement without the written consent of the CITY. Any attempted or purported assignment without CITY's written consent shall be void and of no effect.
18. **Binding Effect.** This Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the parties, subject to the provisions of Section 17, above.

EXHIBIT E

REQUIREMENTS OF THE NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

INTRODUCTION

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

APPLICATION

The provisions of the Ordinance apply to any contract or agreement (as defined below), between a Contractor and the City of Sacramento, in an amount exceeding \$25,000.00. The Ordinance applies to that portion of a contractor's operations that occur: (i) within the City of Sacramento; (ii) on real property outside the City of Sacramento if the property is owned by the City or if the City has a right to occupy the property, or (iii) at any location where a significant amount of work related to a City contract is being performed.

The Ordinance does not apply. to subcontractors or subcontracts of any Contractor or contractors; to transactions entered into pursuant to cooperative purchasing agreements approved by the Sacramento City Council; to legal contracts of other governmental jurisdictions or public agencies without separate competitive bidding by the City, where the requirements of the ordinance will violate or are inconsistent with the terms or conditions of a grant, subvention or agreement with a public agency or the instructions of an authorized representative of any such agency with respect to any such grant, subvention or agreement; to 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 City Code Section 3.54).

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

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

The included employee benefits are:

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

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

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

You May . . .

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

City of Sacramento
Contract Services Unit
915 I St, Room 2000
Sacramento, CA 95814-2714

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

Attachment B



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

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

The included employee benefits are:

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

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

You May . . .

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

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

Discrimination and Retaliation Prohibited.

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

You May Also . . .

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

EXHIBIT F

CALIFORNIA DEPARTMENT OF TRANSPORTATION ADDITIONAL CONTRACT PROVISIONS

- A. This Agreement (hereafter the "Contract") shall begin on December 5, 2006, contingent upon approval from the State, and expire on December 31, 2009, 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 \$ 405,576.00. 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 contact 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 attached Form 10-H, 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 provisional rate of 144.00 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.

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID CM
MARTH01

DATE (MM/DD/YYYY)
10/16/06

PRODUCER
Hall & Rambo Insurance Brokers
License # 0034553
P.O. Box 1029
San Jose, CA 95108
Phone: 408-298-4321 Fax: 408-298-6087

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

Mark Thomas & Co., Inc.
Jessica Lucero
1960 Zanker Road
San Jose CA 95112

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Fireman's Fund Ins Company	
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 LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL LIAB. GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	MXX80859927	06/30/06	06/30/07	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000. PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	X	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" 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	MXX80859927	06/30/06	06/30/07	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		<input type="checkbox"/> GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
A		<input checked="" type="checkbox"/> EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	XAE98445422	06/30/06	06/30/07	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A		OTHER #21873				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 RE: #56-0158B - ALL CALIFORNIA OPERATIONS. - IF REQUIRED BY A WRITTEN CONTRACT, CITY OF SACRAMENTO, ITS OFFICIALS, EMPLOYEES AND VOLUNTEERS ARE ADDITIONAL INSUREDS PER CG7158 12/03 & CA7018 10/01 ATTACHED. - 10 DAY NOTICE NON-PAYMENT.

CERTIFICATE HOLDER	CANCELLATION
CITSAC1 CITY OF SACRAMENTO RISK MANAGEMENT 915 " I " STREET, ROOM 4000 SACRAMENTO CA 95814-2604	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 Timothy H. Starbird

NOTEPAD:

INSURED'S NAME Mark Thomas & Co., Inc.

MARTH01

PAGE -2

OP ID CM

DATE 10/16/06

THIS INSURANCE IS PRIMARY WITH RESPECT TO THE ADDITIONAL INSURED. ANY OTHER INSURANCE AVAILABLE TO THAT PERSON OR ORGANIZATION IS EXCESS AND NON-CONTRIBUTORY IN ACCORDANCE WITH SECTION IV-COMMERCIAL GENERAL LIABILITY CONDITIONS 4. OTHER INSURANCE. A MINIMUM 30 DAYS NOTICE OF CANCELLATION CLAUSE APPLIES, EXCEPT FOR NON-PAYMENT OF PREMIUM, IN THAT CASE, A MINIMUM OF 10 DAYS SHALL BE PROVIDED.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
11/14/06

PRODUCER
Dealey, Renton & Associates
P. O. Box 12675
Oakland, CA 94604-2675
510 465-3090 David C. Eckman

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

INSURERS AFFORDING COVERAGE

INSURED
Mark Thomas & Co., Inc.
1960 Zanker Road
San Jose, CA 95112

INSURER A: **XL Specialty Insurance Co.**
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 LTR	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 <hr/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ 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 EA ACC \$ AUTO ONLY: AGG \$
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	OTHER Professional Liability	DPR9600077	07/01/06	07/01/07	\$1,000,000 per Claim \$1,000,000 Annl Aggr.

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

REF: All California Operations.

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

City of Sacramento
915 I Street, Room 2000
Sacramento, CA 95814-2713

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF. THE ISSUING INSURER WILL ~~SEND BY MAIL~~ **MAIL 30** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. ~~BY MAIL TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.~~

AUTHORIZED REPRESENTATIVE



MultiCover® - CG 71 58 12 03

Policy Amendment(s) Commercial General Liability Coverage Form

Your Commercial General Liability Coverage Form is revised as follows:

I Broadened Named Insured

A SECTION II - WHO IS AN INSURED, item 4, is replaced by the following:

- 4 Any organization that you own at the inception of this policy, or newly acquire or form during the policy period, and over which you maintain during the policy period majority ownership or majority interest, will qualify as a Named Insured if:
 - a There is no other similar insurance available to that organization; and
 - b The first Named Insured shown in the Declarations has the responsibility of placing insurance for that organization; and
 - c That organization is incorporated or organized under the laws of the United States of America.

However:

- (1) Coverage under this provision 4 is afforded only until the next occurring annual anniversary of the beginning of the policy period shown in the Declarations, or the end of the policy period, whichever is earlier; and
- (2) Coverage A does not apply to bodily injury or property damage that occurred before you acquired or formed the organization; and

- (3) Coverage B does not apply to personal and advertising injury arising out of an offense committed before you acquired or formed the organization

B. SECTION II - WHO IS AN INSURED, the last paragraph, is replaced by the following:

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture, or limited liability company that is not shown as a Named Insured in the Declarations. However, this does not apply to a limited liability company that meets all of the conditions in Section II - Who Is An Insured, item 4, above.

2. Additional Insured

SECTION II - WHO IS AN INSURED, subsections 2 e is added as follows:

- c Any person or organization is included as an additional insured, but only to the extent such person or organization is held liable for bodily injury, property damage or personal and advertising injury caused by your acts or omissions. With respect to the insurance afforded to such insured, all of the following additional provisions apply:

- (1) You and such person or organization have agreed in a written insured contract that such person or organization be added as an additional insured under this policy;
- (2) The bodily injury, property damage or personal and advertising injury for which said person or organization is held liable occurs subsequent to the execution of such insured contract;

This Form must be attached to Change Endorsement when issued after the policy is written
One of the Fireman's Fund Insurance Companies as named in the policy



Secretary



President

- (3) The most we will pay is the lesser of either the Limits of Insurance shown in the Declarations or the limits of insurance required by the insured contract;
- (4) Such person or organization is an insured only with respect to:
- (a) Their ownership, maintenance, or use of that part of the premises, or land, owned by, rented to, or leased to you, except such person or organization is not an insured with respect to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization;
 - (b) Your ongoing operations performed for that insured;
 - (c) Their financial control of you, except such person or organization is not an insured with respect to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization;
 - (d) The maintenance, operation or use by you of equipment leased to you by such person or organization;
 - (e) Operations performed by you or on your behalf and for which a state or political subdivision has issued a permit, provided such operations are not performed for such state or political subdivision, and are not included within the **products-completed operations hazard**;
- (5) This insurance does not apply to **bodily injury, property damage, personal and advertising injury, occurrence or offense**:
- (a) Which takes place at a particular premises after you cease to be a tenant of that premises;
 - (b) Which takes place after all work, including materials, parts or equipment furnished in connection with such work to be performed by or on behalf of the additional insured at the site of the covered operations, has been completed;
 - (c) Which takes place after that portion of your work out of which the injury or damage arises has been put to its intended use by any other person or organization other than another contractor or subcontractor engaged in performing operations for a principal as part of the same project;
 - (d) Which takes place after the expiration of any equipment lease to which (4)(d) above applies;
 - (6) With respect to architects, engineers or surveyors, coverage does not apply to **bodily injury, property damage or personal and advertising injury** arising out of the rendering or failure to render any professional services by or for you, including:
 - (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications;
 - (b) Supervisory, inspection, architectural, or engineering services
- However, if an Additional Insured endorsement is attached to this policy that specifically names a person or organization as an insured, then this subsection 2 e does not apply to such person or organization
- 3 **Additional Insured - Vendors**
- Unless the **products-completed operations hazard** is excluded from this policy, **SECTION II - WHO IS AN INSURED**, item 2 g is added as follows:
- g Any vendor of yours is included as an additional insured, but only with respect to **bodily injury or property damage** caused by your **products** which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:
 - (1) The insurance afforded the vendor does not apply to:

- (a) Bodily injury or property damage for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (f) Demonstration, installation, servicing or repair operations, except such operations performed by the vendor in full compliance with the manufacturer's written instructions at the vendor's premises in connection with the sale of the product;
- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (h) Bodily injury or property damage arising out of the liability of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf.

(2) This insurance does not apply to any insured person or organization from whom you have acquired such products or any ingredient, part or container, entering

into, accompanying or containing such products.

However, if an Additional Insured - Vendors endorsement is attached to this policy that specifically names a person or organization as an insured, then this subsection 2 g. does not apply to that person or organization

4 Waiver of Subrogation

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, item 8, is replaced by the following:

- 8. Transfer of Rights of Recovery Against Others to Us and Blanket Waiver of Subrogation
 - a. If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after the loss to impair those rights. At our request, the insured will bring suit or transfer those rights to us and help us enforce them.
 - b. If required by a written insured contract executed prior to the occurrence or offense, we waive any right of recovery we may have against any person or organization named in such insured contract, because of payments we make for injury or damage arising out of your operations or your work for that person or organization.

5 Cancellation - 120 Days

Common Policy Conditions endorsement IL0017, A Cancellation, item 2 b is replaced by the following:

- b. 120 days before the effective date of cancellation if we cancel for any other reason.

6 Liberalization

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, the following is added:

Liberalization

If we adopt a change in our forms or rules which would broaden the coverage provided by any form that is a part of this policy without an extra

premium charge, the broader coverage will apply to this policy. This extension is effective upon the approval of such broader coverage in your state.

7 Fire, Explosion, Sprinkler Leakage, or Lightning Legal Liability Coverage

A SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2 Exclusions, the last paragraph, is replaced by the following:

Exclusions c through n do not apply to damage by fire, explosion, sprinkler leakage, or lightning to premises while:

- 1 Rented to you;
- 2 Temporarily occupied by you with the permission of the owner; or
- 3 Managed by you under a written agreement with the owner.

A separate limit of insurance applies to this coverage as described in Section III - LIMITS OF INSURANCE

B SECTION III - LIMITS OF INSURANCE, item 6, is replaced by the following:

6 Subject to 5 above, the Damage to Premises Rented To You Limit shown in the Declarations, for property damage to any one premises while rented to you, or in the case of damage by fire, explosion, sprinkler leakage, or lightning while rented to you, temporarily occupied by you with the permission of the owner, or managed by you under a written agreement with the owner, is the greater of:

- a \$1,000,000 Any One Premises; or
- b The Damage To Premises Rented To You Limit shown in the Declarations

C SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 4 Other Insurance, b Excess Insurance, (1), items (b) and (c), are replaced by the following:

(b) That is Fire, Explosion, Sprinkler Leakage, or Lightning insurance for premises

while rented to you, temporarily occupied by you with permission of the owner, or managed by you under a written agreement with the owner;

(c) That is insurance purchased by you to cover your liability as a tenant for property damage to premises rented to you, temporarily occupied by you with the permission of the owner, or managed by you under a written agreement with the owner; or

D SECTION V - DEFINITIONS, 9 Insured Contract, item a, is replaced by the following:

a A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, explosion, sprinkler leakage, or lightning to premises while rented to you, temporarily occupied by you with permission of the owner, or managed by you under a written agreement with the owner, is not an insured contract;

8. Non-Owned or Chartered Watercraft

SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2 Exclusions, item g. Aircraft, Auto Or Watercraft, item (2), is replaced by the following:

(2) A watercraft you do not own that is:

- (a) Less than 51 feet long; and
- (b) Not being used for public transportation or as a common carrier;

9 Chartered Aircraft

SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2 Exclusions, g. Aircraft, Auto Or Watercraft, item (6), is added as follows:

(6) An aircraft in which you have no ownership interest and that you have chartered with crew

10. Coverage Territory - Broadened

SECTION V - DEFINITIONS, item 4 a, is replaced by the following:

- a The United States of America (including its territories and possessions), Puerto Rico, Canada, Bermuda, the Bahamas, The Cayman Islands, and the British Virgin Islands;

11. Personal and Advertising Injury - Contractual

Unless personal and advertising injury is excluded from this policy the following applies:

SECTION I - COVERAGES, COVERAGE B, 2. Exclusions, item e, is deleted

12. Fellow Employee Coverage

SECTION II - WHO IS AN INSURED, 2 a, item (1) is replaced by the following:

- (1) Personal and advertising injury:

However, subsections (a), (b), (c) and (d) of item (1) remain unchanged

13. Bodily Injury Definition - Broadened

SECTION V - DEFINITIONS, 3 Bodily Injury is replaced by the following:

Bodily injury means bodily injury, sickness, or disease sustained by a person including death or mental anguish resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease

14. Unintentional Failure to Disclose Hazards

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, item 6. Representations, the following is added:

- d. If you unintentionally fail to disclose any hazards existing at the inception date of this policy, we will not deny coverage under this Coverage Form because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

15. Supplementary Payments - Increased Limits

SECTION I - COVERAGES, SUPPLEMENTARY PAYMENTS - COVERAGES A AND B, items 1 b and 1 d., are replaced by the following:

- b. The cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily

Injury Liability Coverage applies. We do not have to furnish these bonds.

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or suit, including substantiated loss of earnings up to \$500 a day because of time off from work.

16. Duties in the Event of an Occurrence, Offense, Claim, or Suit - Amended

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, items 2 a and 2 b, are replaced with the following:

- a. You must see to it that we or any licensed agent of ours are notified of a General Liability occurrence or offense which may result in a claim as soon as practicable after it becomes known to:

- (1) You, if you are an individual;
- (2) Your partner or member, if you are a partnership or joint venture;
- (3) Your member, if you are a limited liability company;
- (4) Your executive officer if you are an organization other than a partnership, joint venture or limited liability company; or
- (5) Your authorized representative or insurance manager

Knowledge of an occurrence or offense by persons other than those listed above does not imply that those listed above also have such knowledge.

- b. To the extent possible, notice should include:

- (1) How, when, and where the occurrence or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the occurrence or offense

17. Non Employment Discrimination Liability

Unless personal and advertising injury is excluded from this policy the following applies:

A. SECTION V - DEFINITIONS, 14 Personal and advertising injury, item h is added as follows:

h Discrimination

B SECTION V - DEFINITIONS, item 23 is added as follows:

23 Discrimination means the unlawful treatment of a person or class of persons because of their specific race, color, religion, gender, age, or national origin in comparison to one or more persons who are not members of the specified class

C SECTION I - COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY, 2 Exclusions, the following are added:

o Discrimination directly or indirectly related to the past employment, employment or prospective employment of any person or class of persons by any insured;

p Discrimination directly or indirectly related to the sale, rental, lease or sublease or prospective sale, rental, lease or sublease of any dwelling, permanent lodging, or premises by or at the direction of any insured;

q Discrimination, if insurance thereof is prohibited by law; or

r Fines, penalties, specific performance, or injunctions levied or imposed by a governmental entity, governmental code, law, or statute because of discrimination

18. Medical Payments

Unless COVERAGE C MEDICAL PAYMENTS, or the products-completed operations hazard has been excluded from this policy the following applies:

A SECTION I - COVERAGES, COVERAGE C MEDICAL PAYMENTS, 2 Exclusions, item f, is replaced by the following:

f Products-Completed Operations Hazard

Included within the products-completed operations hazard. However, this exclusion does not apply to expenses for dental services

B Section I - COVERAGES, COVERAGE C MEDICAL PAYMENTS, is amended to include item 3 as follows:

3 Limit of Insurance

The Medical Expense Limit of Insurance shall be the greater of:

a \$10,000 Any One Person; or

b The amount shown in the Declarations

FleetCover® Endorsement- CA 70 18 10 01

Policy Amendment(s) Commercial Business Auto Coverage Form - Truckers Coverage Form

A Broadened Named Insured

SECTION II - LIABILITY COVERAGE, A Coverage, 1 Who Is An Insured, the following is added:

Any organization you own on the inception of this policy, or newly acquire or form during the policy period, and over which you maintain during the policy period, majority ownership or majority interest will qualify as a Named Insured if:

- (1) There is no other similar insurance available to that organization; and
- (2) The first Named Insured shown in the Declarations of this policy has the responsibility of placing insurance for that organization; and
- (3) The organization is incorporated or organized under the laws of the United States of America

However:

- (a) Coverage under this provision is afforded only until the next occurring 12 month anniversary of the beginning of the policy period shown in the Declarations, or the end of the policy period, whichever is earlier; and
- (b) Coverage under this provision does not apply to bodily injury or property damage that results from an accident that occurred before you acquired or formed the organization; and
- (c) No person or organization is an insured with respect to any current or past partnership, or joint venture that is not shown as a Named Insured in the Declarations; and
- (d) Coverage under A.(1), (2) and (3) above does not apply to any organization that is covered

as an insured under any other automobile liability insurance policy whose limits of insurance have been exhausted or whose insurer has become insolvent

B Broadened Who Is An Insured

- 1 Form CA0001 (if attached to this policy), SECTION II - LIABILITY COVERAGE, 1 Who Is An Insured, item b (2) is deleted, and d is added as follows:

d Your employee while using his owned auto, or an auto owned by a member of his or her household, in your business or your personal affairs, provided you do not own, hire or borrow that auto

- 2 Form CA0012 (if attached to this policy), SECTION II - LIABILITY COVERAGE, 1 Who Is An Insured, item b (2) is deleted, and f is added as follows:

f Your employee or agent while using his owned private passenger type auto, or a private passenger type auto owned by a member of his or her household, in your business or personal affairs, provided you do not own, hire, or borrow that auto.

C Additional Insured Coverage and Waiver of Subrogation

- 1 Form CA0001 (if attached to this policy), SECTION II - LIABILITY COVERAGE, 1 Who Is An Insured, the following is added as item e ; and form CA0012 (if attached to this policy), SECTION II - LIABILITY COVERAGE, 1 Who Is An Insured; the following is added as item g :

This Form must be attached to Change Endorsement when issued after the policy is written
One of the Fireman's Fund Insurance Companies as named in the policy



Secretary



President

Any person or organization with respect to the operation, maintenance, or use, of a covered auto, provided that you and such person or organization have agreed under an expressed provision in a written insured contract or written agreement, or a written permit issued to you by a governmental or public authority, to add such person, organization, or governmental or public authority to this policy as an insured

However, such person or organization is an insured:

- (1) Only with respect to the operation, maintenance, or use, of a covered auto; and
 - (2) Only for bodily injury or property damage caused by an accident which takes place after:
 - (a) You executed the insured contract or written agreement; or
 - (b) The permit has been issued to you
- 2 Form CA0001 (if attached to this policy), SECTION IV - BUSINESS AUTO CONDITIONS, A Loss Conditions, item 5; and form CA0012 (if attached to this policy), SECTION V - TRUCKERS CONDITIONS, A Loss Conditions, item 5; the following is added:

Waiver of Subrogation

If required by a:

- a Written insured contract or written agreement executed prior to the accident; or
- b Written permit issued to you by a governmental or public authority prior to the accident;

we waive any right of recovery we may have against any person or organization named in such contract, agreement or permit, because of payments we make for injury or damage arising out of a covered auto

D Auto Medical Payments - Increased Limit

For each covered auto described in the Declarations or shown in the Schedule as having Auto

Medical Payments Coverage, the Medical Payments Limit of Insurance for those autos is revised to the greater of:

- 1 \$5,000; or
- 2 The limit shown in the Declarations

E Hired Auto Physical Damage Coverage

If PHYSICAL DAMAGE COVERAGE is provided by this policy on your owned covered autos, the following applies:

Any auto that you lease, hire, rent or borrow without a driver, will be covered under this policy for PHYSICAL DAMAGE COVERAGE. However any such auto:

1. Will be covered only for the same PHYSICAL DAMAGE COVERAGE that applies to your owned covered autos;
2. Will be subject to the same applicable deductible shown in the Declarations that applies to your most similar owned covered auto, except any Comprehensive Coverage deductible does not apply to loss caused by fire or lightning; and
3. The most we will pay for any one loss in any one accident is the lesser of the following:
 - a Actual Cash Value of the damaged or stolen property as of the time of the loss as determined by us; or
 - b The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality

In addition, we will pay costs and fees associated with such covered loss only for a maximum time period of seven days beginning with the date of loss, subject to a maximum of \$500.

However:

- 1 If form CA0001 is attached to this policy, this coverage does not apply to autos you lease, hire, rent or borrow from any of your employees, partners (if you are a partnership), members (if you are a limited liability company) or members of their households; and
- 2 If form CA0012 is attached to this policy, this coverage does not apply to any private

passenger type auto you lease, hire, rent or borrow from any member of your household, any of your employees, partners (if you are a partnership), members (if you are a limited liability company), or agents or members of their households

F Communication Equipment Coverage

1. Form CA0001 (if attached to this policy), SECTION III - PHYSICAL DAMAGE COVERAGE, B Exclusions, item 4, the following is added:

Exclusions 4 c and 4 d do not apply to electronic equipment that is permanently installed in the covered auto at the time of the loss or such equipment which is removable from a housing unit which is permanently installed in the covered auto at the time of the loss, and such equipment is designed to be solely operated by use of power from the auto's electrical system in or upon the covered auto. This coverage also applies to antennas and other accessories necessary for the use of the electronic equipment. However, the most we will pay for loss is \$1,500 and no deductible applies to this coverage.

2. Form CA0012 (if attached to this policy), SECTION III - PHYSICAL DAMAGE COVERAGE, B Exclusions, Item 2, the following is added:

Exclusions 4 e and 4 f do not apply to electronic equipment that is permanently installed in the covered auto at the time of the loss or such equipment which is removable from a housing unit which is permanently installed in the covered auto at the time of the loss, and such equipment is designed to be solely operated by use of power from the auto's electrical system in or upon the covered auto. This coverage also applies to antennas and other accessories necessary for the use of the electronic equipment. However, the most we will pay for loss is \$1,500 and no deductible applies to this coverage.

G. Tapes and Compact Discs Coverage

- A. Under Comprehensive Coverage, we will pay for loss to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the

tapes, records, discs or other similar audio, visual or data electronic devices:

1. Are your property, or that of a family member; and
2. Are in a covered auto at the time of a loss

B. The most we will pay for loss is \$250

C. PHYSICAL DAMAGE COVERAGE provisions apply to this coverage, except that no deductible applies

H. Airbag Coverage

1. Form CA0001 (if attached to this policy), SECTION III - PHYSICAL DAMAGE COVERAGE, B Exclusions, 3 a, the following is added:

However, "mechanical breakdown" does not mean the unintended discharge of an airbag, provided that any loss covered under this provision is excess over any other collectable insurance or warranty designed to cover such unintended discharge.

2. Form CA0012 (if attached to this policy), SECTION IV - PHYSICAL DAMAGE COVERAGE, B Exclusions, 3 a, the following is added:

However, "mechanical breakdown" does not mean the unintended discharge of an airbag, provided that any loss covered under this provision is excess over any other collectable insurance or warranty designed to cover such unintended discharge.

I. Rental Reimbursement

Form CA0001 (if attached to this policy), SECTION III - PHYSICAL DAMAGE COVERAGE, A Coverage, 4 Coverage Extensions; and form CA0012 (if attached to this policy), SECTION IV - PHYSICAL DAMAGE COVERAGE, A Coverage, 4 Coverage Extensions; item c is added as follows:

- c. Rental Reimbursement or Transportation Expenses

If loss occurs to a covered auto described or designated in the Declarations or Schedule and covered for PHYSICAL DAMAGE

COVERAGE, we will pay for rental expenses for the rental of a similar replacement auto and additional transportation expenses, incurred by you. This payment applies in addition to the otherwise applicable amount of each coverage you have on the covered auto. No deductible applies to this coverage. However:

- (1) We will pay only for those expenses incurred by you that begin 24 hours after the covered loss.
- (2) We will cease paying for those expenses, regardless of the policy's expiration date, at the earlier of the following dates:
 - (a) The number of days reasonably required to repair or replace the covered auto. If loss is caused by theft, this number of days is added to the number of days it takes to locate and return the covered auto to you; or
 - (b) 45 days from the date this coverage begins.
- (3) Our payment is limited to the lesser of the following amounts:
 - (a) Necessary and actual expenses incurred by you; or
 - (b) \$1,500.
- (4) This coverage does not apply while there are spare or reserve autos available to you for your operations.
- (5) If loss results from the total theft of a covered private passenger type auto (if CA0012 is attached to this policy), or a covered private passenger auto (if CA0001 is attached to this policy), we will pay under this coverage only that amount of your covered rental expenses or additional transportation expenses which are not already provided for under the PHYSICAL DAMAGE COVERAGE Extensions.

J Extended Towing Coverage

- 1 Form CA0001 (if attached to this policy), SECTION III - PHYSICAL DAMAGE COVERAGE, A Coverage, 2 Towing, is replaced by the following:

2 Extended Towing

We will pay up to \$750 per disablement for towing and labor costs you incur each time your covered auto is disabled. However:

- a. All labor must be performed at the place of disablement; and
- b. If the covered auto is of the private passenger type no deductible applies; and
- c. If the covered auto is not of the private passenger type our obligation to pay will be reduced by a \$250 deductible per disablement.

- 2 Form CA0012 (if attached to this policy), SECTION IV - PHYSICAL DAMAGE COVERAGE, A Coverage, 2 Towing - Private Passenger Autos, is replaced by the following:

2. Extended Towing

We will pay up to \$750 per disablement for towing and labor costs you incur each time your covered auto is disabled. However:

- a. All labor must be performed at the place of disablement; and
- b. If the covered auto is of the private passenger type no deductible applies; and
- c. If the covered auto is not of the private passenger type our obligation to pay will be reduced by a \$250 deductible per disablement.

K Cancellation - 120 Days Notice

If we cancel this policy for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured at the last mailing address known to us, written notice of cancellation at least 120 days prior to the effective date of cancellation.

L Supplementary Payments - Increased Limits

SECTION II - LIABILITY COVERAGE, 2 Coverage Extensions, a Supplementary Payments, items (2) and (4) are replaced by the following:

- (2) Up to \$2,500 for the cost of bail bonds (including bonds for related traffic law violations) required because of an accident we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the insured at our request, including substantiated loss of earnings up to \$500 a day, because of time off from work.

M. Duties in The Event of Accident, Claim, Suit Or Loss - Amended

Form CA0001 (if attached to this policy) SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, item 2 a ; and form CA0012 (if attached to this policy) SECTION V - TRUCKERS CONDITIONS, A Loss Conditions, item 2 a ; is replaced by the following:

- a In the event of accident, claim, suit or loss, you must promptly notify us or our authorized representative when it becomes known to:
 - (1) You, if you are an individual;
 - (2) Your partner or member, if you are a partnership or joint venture;
 - (3) Your member, if you are a limited liability company;
 - (4) Your executive officer if you are an organization other than a partnership, joint venture or limited liability company; or
 - (5) Your authorized representative or insurance manager.

Knowledge of an accident, claim, suit or loss by other persons does not imply that the persons listed above have such knowledge.

Notice should include:

- (1) How, when and where the accident or loss occurred; and
- (2) The insured's name and address; and
- (3) To the extent possible, the names and address of any injured persons and witnesses.

N Unintentional Failure to Disclose Hazards

Form CA0001 (if attached to this policy), SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, item 2 ; and form CA0012

(if attached to this policy), SECTION V - TRUCKERS CONDITIONS, B. General Conditions, item 2 ; the following is added:

However, if you unintentionally fail to disclose any hazards existing at the inception date of this policy, we will not deny coverage under this Coverage Form because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

O Fellow Employee Coverage

Section II - Liability Coverage, B Exclusions, 5 Fellow Employee, the following is added:

However, this exclusion does not apply if the bodily injury results from the use of a covered auto you own or hire, and provided that any coverage under this provision only applies in excess over any other collectable insurance.

P Limited Mexico Coverage

WARNING

AUTO ACCIDENTS IN MEXICO ARE SUBJECT TO THE LAWS OF MEXICO ONLY - NOT THE LAWS OF THE UNITED STATES OF AMERICA. THE REPUBLIC OF MEXICO CONSIDERS ANY AUTO ACCIDENT A CRIMINAL OFFENSE AS WELL AS A CIVIL MATTER.

IN SOME CASES THE COVERAGE PROVIDED HERE MAY NOT BE RECOGNIZED BY THE MEXICAN AUTHORITIES AND WE MAY NOT BE ALLOWED TO IMPLEMENT THIS COVERAGE AT ALL IN MEXICO. YOU SHOULD CONSIDER PURCHASING AUTO COVERAGE FROM A LICENSED MEXICAN INSURANCE COMPANY BEFORE DRIVING IN MEXICO.

THIS ENDORSEMENT DOES NOT APPLY TO ACCIDENTS OR LOSSES WHICH OCCUR OUTSIDE OF 25 MILES FROM THE BOUNDARY OF THE UNITED STATES OF AMERICA.

Form CA0001 (if attached to this policy), SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, item 7 ; and form CA0012 (if attached to this policy), SECTION V - TRUCKERS CONDITIONS, B. General Conditions, item 7 ; the following is added:

The coverage territory is extended to include Mexico, but only:

- a For accidents or losses occurring within 25 miles of the United States border; and
- b For trips into Mexico of 10 days or less; and
- c If the covered auto is principally garaged and principally used in the United States; and
- d If the insured is a resident of the United States

If a loss to a covered auto occurs in Mexico, we pay for such loss in the United States. If the covered auto must be repaired in Mexico in order to be driven, we will not pay for more than the actual cash value of such loss as determined by us at the nearest United States point where the repairs can be made.

Any insurance provided under this provision will be excess over any other collectible insurance.

Q Extended Glass Coverage

Form CA0001 (if attached to this policy), SECTION III - PHYSICAL DAMAGE COVERAGE, A Coverage, item 3 a; and form CA0012 (if attached to this policy), SECTION IV - PHYSICAL DAMAGE COVERAGE, A Coverage, item 3 a; is replaced by the following:

- a Glass breakage. If glass must be replaced, the deductible will be \$100 or the deductible shown in the Declarations, whichever is less. If glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

R Broadened Definition of Bodily Injury

Form CA0001 (if attached to this policy), SECTION V - DEFINITIONS, item C; and Form CA0012 (if attached to this policy), SECTION VI - DEFINITIONS, item C; is replaced by the following:

- C Bodily Injury means bodily injury, sickness or disease sustained by a person including death or mental anguish resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

S Customer Lease or Loan Physical Damage Coverage Extension

Form CA0001 (if attached to this policy), SECTION III - PHYSICAL DAMAGE COVERAGE, C Limit Of Insurance; and form CA0012 (if attached to this policy), SECTION IV - PHYSICAL DAMAGE COVERAGE, C Limits Of Insurance; item 4 is added as follows:

4 If your covered owned auto is:

- (1) Shown in the Schedule and designated as covered for Physical Damage Coverage; and
- (2) Shown in this policy as having a loss payee or additional-insured-lessor; and
- (3) Incurs a covered total loss;

we will pay the greater of:

- (a) The actual cash value, as determined by us, of the damaged or stolen property as of the time of the total loss; or
- (b) The outstanding indebtedness under the initial finance agreement for the covered auto and its equipment.

As used here, outstanding indebtedness means the amount you owe on the finance agreement at the time of total loss:

- (i) Less any amounts representing taxes, overdue payments, penalties, interest, or charges resulting from overdue payments, additional mileage, excess wear and tear, or lease termination fees; and
- (ii) Less any administrative costs or overhead fees assessed by the finance company who has leased the covered auto to you; and
- (iii) Less security deposits not returned by the lessor; and
- (iv) Less costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
- (v) Less carry-over balances from previous loans or leases.

**STATE
COMPENSATION
INSURANCE
FUND**

P.O BOX 420807, SAN FRANCISCO,CA 94142-0807

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 06-26-2006

GROUP: 000092
POLICY NUMBER: 0000131-2006
CERTIFICATE ID: 1361
CERTIFICATE EXPIRES: 07-01-2007
07-01-2006/07-01-2007

RECEIVED

JUN 30 2006 NG

JOB: ALL CALIFORNIA OPERATIONS

CITY OF SACRAMENTO
DEPT OF RISK MANAGEMENT
915 I ST RM 4000
SACRAMENTO CA 95814-2604

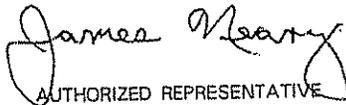
MARK THOMAS & CO., INC.

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 30 days advance written notice to the employer.

We will also give you 30 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.


AUTHORIZED REPRESENTATIVE

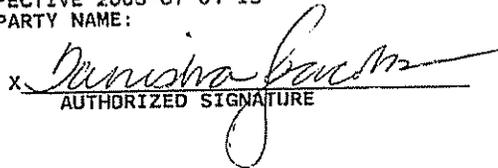

PRESIDENT

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

ENDORSEMENT #0015 ENTITLED ADDITIONAL INSURED EMPLOYER EFFECTIVE 2006-07-01 IS ATTACHED TO AND FORMS A PART OF THIS POLICY. NAME OF ADDITIONAL INSURED: CITY OF SACRAMENTO

ENDORSEMENT #2065 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 07-01-2006 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

ENDORSEMENT #2570 ENTITLED WAIVER OF SUBROGATION EFFECTIVE 2006-07-01 IS ATTACHED TO AND FORMS A PART OF THIS POLICY. THIRD PARTY NAME: CITY OF SACRAMENTO

x 
AUTHORIZED SIGNATURE

EMPLOYER

MARK THOMAS & CO INC
1960 ZANKER RD
SAN JOSE CA 95112

NG

WAIVER OF SUBROGATION NOTICE

Enclosed is your copy of a certificate of insurance on which the certificate holder required a waiver of subrogation:

1. Please be advised that a waiver of subrogation requires that a 3% surcharge will be applied by State Fund ONLY to the premium assessed on the payroll of your employees earned while engaged in work for that certificate holder who requested the waiver. (Note: if you have no employee payroll on that job, then there is no charge.)
2. To apply the 3% surcharge, you must also agree to maintain accurately segregated payroll records for employees engaged in work on job/s for the certificate holder who has the waiver. The payroll records are subject to verification by an auditor.

Example:

Payroll for job:	\$5,000.00	
Sample Rate:	13.30%	

Regular Premium equals:	\$ 665.00	
Surcharge:	3.00%	

Additional Waiver charge:	\$ 19.95	
Total premium equals	\$ 684.95	(665.00 + 19.95)