

PROJECT #: TH16
PROJECT NAME: 65th St Station Area Study
DEPARTMENT: Transportation
DIVISION: Planning

CITY OF SACRAMENTO

CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT FOR DESIGN SERVICES

TO BE USED FOR DESIGN PROFESSIONAL SERVICES PERFORMED BY
LICENSED ARCHITECTS, LANDSCAPE ARCHITECTS OR PROFESSIONAL
LAND SURVEYORS OR REGISTERED PROFESSIONAL ENGINEERS

THIS AGREEMENT is made at Sacramento, California, as of May 8, 2007, by and between the CITY OF SACRAMENTO, a municipal corporation ("CITY"), and

*BMS Design Group
414 Jackson St, Ste 404
San Francisco, CA 94111
Tel: (415) 249-0130/Fax: (415) 249-0132*

("CONSULTANT"), who agree as follows:

- Services.** Subject to the terms and conditions set forth in this Agreement, CONSULTANT shall provide to CITY the services described in Exhibit A. CONSULTANT shall provide said services at the time, place, and in the manner specified in Exhibit A. CONSULTANT shall not be compensated for services outside the scope of Exhibit A unless prior to the commencement of such services: (a) CONSULTANT notifies CITY and CITY agrees that such services are outside the scope of Exhibit A; (b) CONSULTANT estimates the additional compensation required for these additional services; and (c) CITY, after notice, approves in writing a Supplemental Agreement specifying the additional services and amount of compensation therefor. CITY shall have no obligations whatsoever under this Agreement and/or any Supplemental Agreement, unless and until this Agreement or any Supplemental Agreement is approved by the Sacramento City Manager or the City Manager's authorized designee, or by the Sacramento City Council, as required by the Sacramento City Code.
- Payment.** CITY shall pay CONSULTANT for services rendered pursuant to this Agreement at the times and in the manner set forth in Exhibit B. The payments specified in Exhibit B shall be the only payments to be made to CONSULTANT for the services rendered pursuant to this Agreement unless pursuant to Section 1, above, CITY approves additional compensation for additional services. CONSULTANT shall submit all billings for said services to CITY in the manner specified in Exhibit B, or, if not specified in Exhibit B, according to the usual and customary procedures and practices that CONSULTANT uses for billing clients similar to CITY.
- Facilities and Equipment.** Except as set forth in Exhibit C, CONSULTANT shall, at its sole cost and expense, furnish all facilities and equipment that may be required for furnishing services pursuant to this Agreement. CITY shall furnish to CONSULTANT only the facilities and equipment listed in Exhibit C according to any terms and conditions set forth in Exhibit C.
- General Provisions.** The General Provisions set forth in Exhibit D, that include indemnity and insurance requirements, are part of this Agreement. In the event of any conflict between the

General Provisions and any terms or conditions of any document prepared or provided by CONSULTANT and made a part of this Agreement, including without limitation any document relating to the scope of services or payment therefor, the General Provisions shall control over said terms or conditions.

- 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:

Salvador Guebert

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:

BMS Design Group
NAME OF FIRM

94-3316145

Federal I.D. No.

State I.D. No.

152169

City of Sacramento Business Op. Tax Cert. No.

TYPE OF BUSINESS ENTITY (check one):

Individual/Sole Proprietor

Partnership

Corporation (may require 2 signatures)

Limited Liability Company

Other (please specify: _____)

[Signature]

Signature of Authorized Person

Barbara Maloney, Partner

Print Name and Title

Additional Signature (if required)

Equal Benefits Ordinance

Name of Consultant: BMS Design Group

Address: 414 Jackson St, Ste 404, San Francisco, CA 94111

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

4/30/07

Date

Barbara Maloney

Print Name

Partner

Title

EXHIBIT A

CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT FOR DESIGN SERVICES

SCOPE OF SERVICES

1. **Representatives.**

The CITY Representative for this Agreement is:

*Tara Goddard, Project Manager
Transportation Planning Division
915 I St, Room 2000
Sacramento, CA 95814*

Tel: (916) 808-8332/Fax: (916) 808-8281/E-mail: tgoddard@cityofsacramento.org

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

The CONSULTANT Representative for this Agreement is:

*Timothy Hurley, Project Manager
BMS Design Group
414 Jackson St, Ste 404
San Francisco, CA 94111*

Tel: (415) 249-0130/Fax: (415) 249-0132

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

2. **Professional Liability Insurance.** Professional Liability (Errors and Omissions) insurance is is not [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 May 8, 2007 through December 31, 2008.

ATTACHMENT 1
TO
EXHIBIT A

Work Program
65th Street Station Area Study

confirm assumptions regarding responsibilities for specific outreach and coordination activities.

Task 1: Project Initiation

1.1 Finalize Scope, Schedule and Budget

The Consultant Team will work with the Client to finalize the scope of work or work program, and the schedule of the work, meetings and deliverables. The final budget will also be prepared.

1.2 Kickoff Meeting and Site Reconnaissance

The Consultant Team and the Client will conduct a kick-off meeting to initiate the project. Included will be a review of the process and products. The Consultant Team and Client will review available information and identify additional data needs and their sources. Following the meeting, the Client will lead the Consultant Team on a site visit, to familiarize the team with current issues, stakeholders, and potential concepts for inclusion in the upcoming analysis.

1.3 Prepare Base Maps

The Consultant Team will use City-provided GIS data and high resolution aerial photographs as background for base mapping. The base mapping will include City GIS property lines, building footprints, street names, assessor parcel numbers, etc. The base mapping will be provided in 1"=500' for overview maps, 1"=100' for transit village area maps, and 1"=20' scales for intersection and road improvement maps. Schematic representations of the existing facilities will be shown on the base maps for discussion purposes only. A total of five (5) 1"=20' scale locations will be provided. AutoCAD 2006 files will be prepared for use by the design team and the City of Sacramento.

1.4 Develop Outreach Strategy and Materials

The Consultant Team will work with staff to identify the appropriate means for community outreach. The strategy will include developing a mailing list for the project, to be updated throughout the process, and templates for meeting notice mailings, newsletters or other information packets, and web materials. It is assumed that city staff will maintain the web site, with The Consultant Team providing materials suitable for posting as needed throughout the process.

1.5 Establish Project Management Protocols

The Consultant Team will work with staff to agree on project management protocols, including formats for monthly status reports and billings, outlines of interim memoranda, and to

Task 1 Deliverables

- Final Scope, Schedule and Budget
- Monthly Status Report(s)
- Outreach Materials Templates, Mailing List, etc.
- Base Maps

Task 2: Analysis of Existing Conditions

2.1 Review of Plans, Relevant Documents and Proposed Projects

The Consultant Team will review relevant plans and projects related to the study area and surrounding neighborhoods, including plans for major public and private stakeholders identified in Task 1.4. Included will be the most recent plans for the study area (the 65th Street/University Transit Village Plan, South 65th Street Area Plan, and the 65th Street Station Block Development Strategy), as well as other relevant documents such as the Granite Regional Park Plan, Redevelopment Plan for the 65th Street Redevelopment Area, and the California State University, Sacramento Master Plan. Relevant considerations will be noted, and a summary of potential issues, modifications and opportunities will be documented.

2.2 Transportation Analysis

The Consultant Team will collect updated information to document existing conditions for the following transportation modes:

- Transit: collect updated information on ridership at the 65th Street LRT station and the ten bus routes that serve the LRT station, given the opening of the Amtrak/Folsom (Gold Line) extension
- Roadways: collect updated AM and PM peak hour traffic counts at the 22 study intersections and 24-hour hose counts for the 12 roadway segments identified in the RFP. The counts will be scheduled on a date when CSUS and the Sacramento City Unified School District are in full session.
- Bicycle: document existing conditions of Class II bikeways on Folsom Boulevard and Elvas Avenue.
- Pedestrian: prepare a graphic documenting the locations where sidewalks are not present
- Freight: collect data on the number of freight movements that occur on an average weekday along the Union Pacific rail line

2.3 Infrastructure Analysis

The Consultant Team will map the existing utilities based on information provided from the City Utilities Department, City GIS information, field observations, and private utility maps. The utility locations will be shown schematically to identify major impacts and will not be in sufficient detail for detailed design.

The Consultant Team will also send utility "A" letters on City letterhead to the private utility companies within the Transit Village area. Once the utility maps have been provided, the information will be formatted into AutoCAD and superimposed onto the base maps.

2.4 Land Use and Density Context Analysis

Land use patterns throughout the area will be reviewed, and based on city-supplied data, the range of existing densities will be documented. Prevailing patterns and densities will be documented. In particular, existing projects and areas that are consistent with Smart Growth Policies of the City of Sacramento and the Blueprint will be identified. Locations of schools, public services, and other community facilities will be documented.

2.5 Policy and Regulatory Context Analysis

The team will review current General Plan, zoning and other local and regional regulatory policy documents.

2.6 Urban Context Analysis

The perceived image and form of the area within the City will be reviewed. In particular, the underlying urban framework of streets and public space will be identified and the potential for the creation of a desirable urban form based on the existing (or modified) underlying framework will be determined.

2.7 Streetscape and Open Space

The nature and extent of existing public streetscape and open space improvements in and around the study area will be analyzed. Opportunities to enhance the public streetscape environment and thereby mitigate barriers to development will be identified.

2.8 Stakeholder Meetings/Briefings

The Consultant Team, accompanied by appropriate staff or TAC members, will conduct up to ten meetings with key stakeholders in the study area to understand their concerns, constraints and ideas for improving the area circulation framework. Stakeholders may include SMUD, the Tahoe Park Neighborhood Association, Caltrans, RT, CSUS, SHRA, the City of Sacramento Economic Development Department, Union Pacific Railroad, and City Council members from Districts 3 and 6.

2.9 Team Workshop: Constraints/Opportunities

Based on the technical assessments and on information provided by the stakeholders, The Consultant Team will conduct an internal workshop on Constraints and Opportunities. The team will use its land use, urban design, transportation and engineering expertise to document all significant barriers to development of a circulation framework, as well as potential opportunities to establish a framework that will be more transit- and pedestrian-oriented, and that will embody principles of Smart Growth and be supportive of the Transit Village.

2.10 Staff/TAC Meeting

The Consultant Team will meet with staff and the TAC to review the results of the Constraints and Opportunities assessment. Confirmation of assumptions and understandings will be critical to ensuring the validity of the technical work as the process moves forward in subsequent tasks.

2.11 Community Meeting #1

The Consultant Team will organize and facilitate the first community meeting. The purpose of this meeting will be to introduce the public to the purpose of the study, and to elicit from the community, including property owners, business owners and residents, their goals, issues and visions for the character of the study area.

2.12 Memorandum Summarizing Existing Conditions and Opportunities / Constraints

The Consultant Team will prepare a memorandum summarizing the findings of the Analysis of Existing Conditions and Opportunities for improvement to the framework of the study area to remove barriers to development and establish a unified urban center and transit village.

Task 2 Deliverables

- Summary Memorandum: Analysis of Existing Conditions / Opportunities and Constraints. One electronic (pdf) file; ten printed and bound copies
- Meeting Agendas and Minutes
- Monthly Status Report(s)
- Community Meeting Materials (up to 4,000 notification mailings; agendas, display materials, etc.)

Task 3: Study Area Concepts and Alternatives

3.1 Team Workshop: Preliminary Concepts for Circulation Network

The Consultant Team will conduct an internal workshop focused on preparing preliminary circulation concepts for the study area.

This workshop will utilize the strengths of the team in planning for transit-oriented development, pedestrian, bicycle and transit circulation, and in the design of urban streetscapes for a range of neighborhoods, including transit villages.

In conjunction with development of the framework of streets, corridors, crossings and nodes, the team will consider whether revision of existing and / or planned land use patterns and urban design features may be warranted to reinforce the circulation framework and enhance opportunities for desired development in the area.

3.2 Staff / TAC Meeting

The Consultant Team will meet with staff and the TAC to review the preliminary concepts. The purpose of this meeting will be to gain the technical response of relevant City departments and agencies to the potential improvements and to identify potential fatal flaws. During this meeting, major public or private stakeholders who should be consulted further to determine their willingness to participate will be identified.

3.3 Prepare Refined Concepts

Based on the outcome of the Staff / TAC meeting, The Consultant Team will refine the preliminary concepts and prepare an initial "fatal flaw" analysis of each. This refinement and analysis will include:

Circulation Concept Refinement and Analysis

The circulation network concepts will be responsive to the City's vision of creating a Neighborhood/University Mixed Use District. The concepts will reflect key principles for the 65th Street Station Area such as creating a walkable college district for CSUS, establishing a 65th Street Village Main Street, connecting to existing residential neighborhoods, and enhancing pedestrian/bike/transit linkages. The circulation concepts will include:

- Transit Element – any additions and/or modifications to the existing bus routes that serve the study area
- Roadway Element – proposed functional classification, number of lanes, and location of key traffic control devices
- Bicycle Element – location of Class 1 and 2 facilities
- Pedestrian Element – location of pedestrian facility types as identified in the Pedestrian Master Plan

Preliminary transportation goals and policies will also be developed that would support the Land Use and Circulation Network concepts. These will include:

- Level of Service Policy – review the pending LOS policy revisions for the General Plan Update and determine

whether any modifications may be necessary to achieve the project objectives

- Transportation Demand Management Strategies – develop a TDM Plan that will help reduce the demand for automobile use and induce substantial mode shifts
- Parking Strategy – review existing parking policies and address options such as lower minimum and maximum parking requirements, parking pricing, etc.

Utilities and Infrastructure Analysis

The infrastructure required to implement and maintain any improvements associated with the alternatives will be refined and analyzed. Major existing infrastructure elements that may constrain implementation of an alternative will be identified and analyzed as well.

Land Use and Urban Design Analysis

Refinement and analysis will also be prepared regarding land use and urban design. Potential modifications to land use and densities of existing plans, proposed projects, and areas requiring further study will be identified.

3.4 Staff / TAC Meeting

The Consultant Team will meet with staff and the TAC to review the refined plans and the outcome of the preliminary analyses

3.5 Stakeholder Meetings

The Consultant Team will meet with up to five stakeholders to review the preliminary concepts and supporting analyses for any issues related to feasibility or implementation. This input will be included in refinements to the concepts in Task 4.1 and in the development and evaluation of the plans in Tasks 4.5 and 5.1. Stakeholders for this task may include Caltrans, RT, CSUS, SHRA and the City's Economic Development Department.

Task 3 Deliverables

- Meeting Agendas and Minutes
- Monthly Status Report(s)
- Brief summary memorandum documenting Alternatives, Refinements and Analysis. One electronic (pdf) file; ten printed copies.

Task 4: Design, Engineering and Environmental Evaluation of Alternatives

4.1 Refinements to Alternatives

Based on the input received from City staff, the TAC, and stakeholders, the Consultant Team will further refine the

alternatives to provide sufficient detail to allow preliminary cost analysis and the technical evaluation. In addition to the circulation improvements, the refinements will include any infrastructure, land use or urban design modifications to existing plans that may be desirable.

4.2 Preliminary Cost Assessment

The Consultant Team will prepare a conceptual level Opinion of Probable Construction Cost of the network alternatives. Estimates for specific components will be prepared based on service areas and proposed phasing of improvements. The estimates will include both hard and soft costs.

4.3 Staff/TAC Meeting

The Team will meet with staff and the TAC to review the refined alternatives, review the cost assessment, and confirm the methodology for evaluation to be conducted in Task 4.5. Issues associated with a specific element or component of any alternative will be identified and the alternative(s) modified accordingly. In addition, final coordination of the Developer Roundtable, which will be held under Task 4.4, will be conducted.

4.4 Developer Roundtable

The team will convene a roundtable discussion with developers and/or development advisors to review the circulation network and corresponding land use and development concepts. The purpose of this roundtable will be to identify aspects of the circulation and land use alternatives that might serve as barriers to development, or conversely might serve as positive inducements to development within the study area.

Participants will include potential developers active in the Sacramento area, developers from the region who might be potential participants, as well as development advisors who are familiar with transit-oriented development and higher density development models.

4.5 Evaluation of Alternatives

With consideration for the input received to date from City staff, the TAC, developers and development advisors, major stakeholders and the public, The Consultant Team will prepare a detailed technical evaluation of the alternatives. The purpose of this evaluation will be to identify a preferred plan and to identify potential modifications required to ensure cost effectiveness and feasibility. Included in the evaluation will be the criteria that follow or similar:

- Consistency with previous plans
- Achievement of a pedestrian- and transit-friendly environment

- Improved connections
- Improvements to mitigations
- Costs
- Impacts on existing land uses
- Acquisition issues
- Implementation and phasing
- Stakeholder issues
- Preliminary Environmental Evaluation

4.6 Staff / TAC Meeting

The Consultant Team will review the evaluation with staff and the TAC. Evaluation materials will include matrix-style assessments, with accompanying analysis and explanations as needed.

4.7 Community Meeting #2

The Consultant Team will conduct a second community meeting. The purpose of this meeting is to review the alternative concepts with community members and elicit feedback regarding their evaluation of the plans. The meeting will likely be conducted in small groups, with discussion of the plans and issues, followed by a large group discussion and summary.

4.8 Interim Technical Memorandum

The Team will summarize the alternatives and their evaluation in a memorandum. The memorandum will present the alternatives, recommended costs and phasing, and the evaluation of each. A recommendation of a preferred circulation network, and any modifications to a preferred alternative will be identified. Suggested land use or urban design modifications to existing plans will be summarized as well.

4.9 Staff/TAC Meeting

The Consultant Team will meet with staff and the TAC to receive comments on the Interim Technical Memorandum, and to identify the preferred circulation network plans and any proposed modifications to existing plans, proposed projects, and regulatory documents.

Task 4 Deliverables

- Meeting agendas and minutes
- Interim Technical Memorandum. One electronic (pdf) file; ten printed and bound copies.
- Monthly Status Report(s)
- Community Meeting Materials (up to 4,000 notification mailers; agendas, display materials, etc)

Task 5: Draft Station Area Study

5.1 Finalize Preferred Circulation Network and Associated Plans

The team will prepare final circulation and land use plans for the preferred alternative.

The circulation plan for the preferred alternative will describe

- Goals and policies;
- The four key elements of the plan (i.e., transit, roadway, bicycle, and pedestrian);
- A description of key transportation improvements

It is expected that, for the station area, recommendations will be developed to make the station area function more effectively as a TOD. The recommendations will consider the following.

- Pedestrian, bicycle, safety, and convenience improvements to make non-auto modes more attractive;
- Transit access recommendations to increase connectivity, mobility and ridership;
- Capacity enhancements for any problem location to improve circulation.

Written descriptions will be provided of the circulation network and suggested improvements including schematic depictions of circulation elements. Detailed street sections will be developed for the locations identified in the RFP. Focus study area plans will include relevant circulation, non-auto, and transit access recommendations.

Land use and infrastructure plans will be finalized, and recommended modifications to existing design guidelines will be developed.

5.2 Draft Implementation and Phasing Strategy

A draft Implementation and Phasing Strategy will be prepared for the preferred plans. The Implementation and Phasing Strategy will include a recommended schedule for improvements, especially those required in the earliest phases to facilitate priority land development, as well as strategies for further, longer term improvements.

5.3 Stakeholder Meetings

A final round of up to ten meetings with key stakeholders will be held to review the preferred Circulation Network and Draft Implementation and Phasing Strategies. Input from this review will be used during preparation of the Draft Station Area Study Report and Community Meeting #3. Stakeholders for this task may include SMUD, the Tahoe Park Neighborhood Association, Caltrans, RT, CSUS, SHRA, the City's Economic Development Department, Union Pacific Railroad, and City Council members for Districts 3 and 6.

5.4 Prepare Draft Station Area Study Report

Based on comments from staff and the TAC, The Consultant Team will prepare a draft Station Area Study Report. The study will include:

- Executive Summary
- Project Background
- Circulation Network
- Land Use and Urban Design Recommendations
- Infrastructure Requirements
- Cost Estimates
- Implementation and Phasing Strategy

The study will be a concise, readable and well illustrated discussion of the proposed improvements, their relationship to land development and project priorities, and their importance to achieving Smart Growth and transit-oriented objectives of the city and region.

5.5 Staff/TAC Review

The team will provide staff and the TAC copies of the Draft Station Area Study for review and comments. Staff will provide one consolidated set of comments to the team for use in revising the study.

5.6 Community Meeting #3

The team will facilitate a final community meeting, to review the draft plans. The meeting will provide opportunities for individual community members to discuss specific plan recommendations with members of the Consultant Team as well as opportunities for group discussion.

5.7 Preliminary Presentations / Workshops

The Consultant Team will present the Draft Station Area Study for input prior to preparation of the Final Station Area Study. These presentations will be made to the Department of Transportation or Design Review Board, and the Planning Commission, and will be conducted as workshop or study session agenda items.

Task 5 Deliverables

- Meeting agendas and minutes
- Draft Station Area Study. One electronic (pdf) file; ten printed and bound copies.
- Monthly Status Report(s)
- Community Meeting Materials (up to 4,000 notification mailers; agendas, display materials, etc.)

Task 6: Prepare Final 65th Street Station Area Study

6.1 Final Station Area Study

Based on comments from staff the team will prepare the final 65th Street Station Area Study.

6.2 Prepare Powerpoint Presentation

The Consultant Team will prepare a summary presentation of the Station Area Study suitable for use with various groups.

6.3 Plan Presentations

The team will assist city staff in making presentations of the plan to the Development Services Department, Department of Transportation, Planning Commission, and City Council.

Task 6 Deliverables

- Station Area Study. One electronic (pdf) file; one electronic file in MS Word format; ten printed and bound copies; one unbound, camera-ready copy.

Task 7: Environmental Analysis and Documentation

7.1 Notice of Preparation

The Consultant Team will prepare the administrative draft Notice of Preparation (NOP) for city review. This scope of work assumes the Initial Study (IS) will be appended to the EIR. Once finalized, the Consultant Team will distribute 15 copies to the State Clearinghouse to start the 30-day public review period. This scope of work assumes the City will make copies of the NOP and distribute to interested members of the public. It is assumed City staff will organize the scoping meeting to be held during the 30-day NOP review period. The Consultant Team will attend the scoping meeting and be available to discuss the EIR process, as needed. It is assumed City staff will prepare and mail notices and arrange for the room.

During preparation of the NOP, the Consultant Team will work with city staff to define the project description and to refine the range of project alternatives that will satisfy CEQA requirements and respond to public interest and concerns. The alternatives will continue to be refined throughout Administrative Draft EIR (ADEIR) preparation, based on input from the public during outreach, responses to the NOP, and the outcome of the environmental analysis.

Following the scoping meeting and the close of the 30-day NOP public comment period, if required, the Consultant Team will meet with the city to review comments received on the NOP and to verify the scope of the EIR. Depending upon the types of comments received, the EIR Scope of Work may be refined to address issues that were not originally anticipated. If this

occurs, the Consultant Team will prepare a revised Scope of Work and budget, if required, for submission to the City.

Task 7.1 Deliverables

- NOP both as a reproducible hard copy and electronic format (MS Word PDF file)
- One electronic copy of the AD NOP for City review
- 15 copies of the NOP (and NOC) delivered to the State Clearinghouse
- Attendance at the scoping meeting during the NOP review period

7.2 Draft EIR

The determination of impacts will be based on the City's current thresholds of significance and, potentially, the City's new standards of significance. Feasible mitigation measures will be developed to reduce or avoid identified adverse impacts, if available.

The Consultant Team will review existing background documents including the 65th Street/University Transit Village Plan EIR and the South 65th Street Area Plan EIR and coordinate closely with City staff to prepare a detailed project description. The project description will form the basis for the environmental analysis. It is assumed that the project description information will be provided in a timely manner to ensure an accurate and complete project description. The project description will describe the project area, project objectives, scope of the EIR analysis, and anticipated approvals. During this process, EIP will identify any additional data needs and confirm the need for additional technical studies.

At this time, key issues to be evaluated in the EIR include air quality, land use consistency and compatibility, noise, and transportation/circulation. There is the potential there could be limited biological resources (i.e., vernal pools, wetlands, or listed plant or animal species) present on any undeveloped portion of the proposed study area. However, at this time it is anticipated that any impacts to biological resources would be minimal and can be addressed in the IS. If, after a site reconnaissance, it is determined that significant biological resources are present in the study area, a separate scope and budget would be prepared to include this section in the EIR.

In terms of hazards and public safety, there is the potential that there could be soil contamination and buildings that could contain lead or asbestos. Future construction may require the removal of buildings that contain these hazards. It is anticipated that compliance with standard requirements and mitigation measures would mitigate the potential impacts. These issues can

all be addressed in the IS. In addition, development in the study area could expose future residents or workers to hazards associated with spot flooding and poor storm drainage. As discussed above, it is anticipated that these issues can all be addressed in the EIR. Lastly, there is the potential for the study area to contain historic structures that may need to be removed to accommodate future development. If any historic structures are identified it is anticipated that mitigation can reduce to a less-than-significant level. However, if, based on community input, there are concerns associated with biological resources, hazards and public safety, storm drain, and cultural resources a separate scope and budget shall be submitted to the City for these issue areas to be further addressed in the EIR.

7.2.1: Preparation of the Initial Study

The Consultant Team will complete an Environmental Checklist/Initial Study (IS) for inclusion in the Appendices, per standard City practice. The IS will serve as the basis for identifying those issues that require further study in the EIR. Preliminary analysis and research indicates that the following issues may be adequately addressed in the IS: loss of agricultural land, aesthetics, biological resources (including removal of existing trees), cultural resources, energy, geology and soils (including excavation), hazards and hazardous materials, hydrology and water quality (including dewatering effects on groundwater levels), mineral resources, population and housing, public services and utilities (police, fire, schools, recreation, wastewater, drainage, water, and solid waste), and telecommunications. It is assumed that potential physical impacts associated with the provision of services and utilities for police, fire, parks, wastewater, and drainage would be offset by applicable fees and would be addressed solely in the IS. It is assumed that information from the two prior EIRs prepared for the 65th Street area would provide supporting information for use in preparation of the IS. In addition, the proposed mitigation measures in the prior EIRs will be reviewed to determine if they are still required based on the new land use plan.

7.2.2: Administrative Draft EIR

Summary

The summary chapter will briefly describe the EIR process, the project and alternative descriptions, potentially controversial issues, and comments received on the NOP. A summary table will be provided, consisting of a matrix of impacts and mitigation measures, including levels of significance of impacts before and after mitigation for the project. A table summarizing the relative impacts of the alternatives will also be provided.

Project Description

The Project Description will describe the proposed land use and circulation network concepts and characteristics of the proposed project. The project description will clearly describe the proposed project and how the project will be addressed in the EIR. The project description will describe (1) any adjustments to the project description since the NOP was released, (2) project objectives, (3) specific project characteristics, (4) construction phasing, and (5) actions required to approve the project.

Non-CEQA Analyses

Following the City's standard practice, a separate chapter preceding the technical sections will be provided for the Land Use Compatibility and Consistency analysis. Land use and planning-related issues are not considered environmental impacts in and of themselves; nonetheless, they are of public concern and the EIR can be used to inform decision makers and the public of project effects in these areas.

Land Use Consistency and Compatibility

Key issues to be addressed in the land use section include consistency with adopted plans, zoning, and compatibility of adjacent land uses. The EIR will identify current zoning designations and land use goals and policies contained in the City's existing General Plan. Since sections of the 65th Street/University Transit Village Plan are to be amended as part of this project, applicable goals and policies will be addressed in addition to the South 65th Street Area Plan. The EIR will evaluate the extent to which the proposed project is consistent with and supportive of these adopted plans and their relevant policies. The analysis will address consistency with these adopted plans, as well as any future compatibility issues. The Consultant Team will work with the City to ensure that the EIR has the most current information, and that the discussion recognizes the changing environment without presupposing the outcome of any ongoing relevant planning effort.

The EIR will document existing and planned land uses within the project area and adjacent parcels, based on a site visit and review of applicable plans. Major development projects approved or planned for the surrounding area will be identified. Particular attention will be paid to assess how any change in use, intensity, or pattern of land uses associated with the project could affect the area.

Because the project site is located in an urban area, issues associated with conflicting with a habitat conservation plan will be addressed solely in the IS. In addition, because the site is located in a developed area, there would be no impacts on

agricultural resources. This issue would also be addressed in the IS.

CEQA-Required Sections

The EIR will also include other CEQA-required sections including growth-inducing impacts, irreversible environmental effects, and a summary of significant and unavoidable impacts and cumulative impacts.

Alternatives

The EIR will analyze up to four different land use and circulation alternatives, which includes the No Project/No Development Alternative that are developed during Task 7.1. A discussion of alternatives that were considered but rejected or evaluated with a lesser level of analysis will also be included. The alternatives analysis will be qualitative: impacts of project alternatives will be compared to those of the proposed project. Where impacts of the alternatives and the proposed project are similar, the EIR will briefly explain why the impacts would be similar. The EIR will contain more detail in cases where impacts would differ between the alternatives and the proposed project. The EIR will also include a table that compares impacts of the proposed project with all the alternatives.

Evaluation of Technical Issues

The technical sections of the ADEIR will describe the existing physical conditions at the project site. The standards for determining impact significance will be based on the existing City standards and past practices. The standards will be used both to determine whether an impact is significant and the effectiveness of recommended mitigation. Feasible mitigation measures will be identified for each significant impact, if available. Where applicable, suggested mitigation measures involving fees will be discussed and considered for incorporation into the City development fee program. The description of mitigation measures will identify the specific actions to be taken, the timing of the action, and the parties responsible for implementation of the measure.

At this time, we anticipate the following technical issues will be addressed in the EIR: air quality, noise, and transportation and circulation (including parking)

Air Quality

The EIR will identify existing sensitive receptors for air pollutants in the vicinity of the plan area and will summarize existing emissions and odor sources from the project site.

Construction emissions associated with emissions from diesel-powered mobile equipment and fugitive dust from exposed soils

will be estimated and quantified using URBEMIS7G or some other comparable Sacramento Metropolitan Air Quality Management District (SMAQMD) approved method. Potential impacts will be identified by comparing model-estimated emissions with the City and the air district's thresholds.

Air quality impacts associated with operational activities, such as those emissions from new vehicle trips to and from the plan area and area source emissions within the site, will be estimated using URBEMIS7G or some other comparable SMAQMD-approved method. All emission estimates will be compared with the City and the air district's adopted thresholds.

Intersections operating at LOS D or worse (the project will also be analyzed using the City's new LOS standard as well) will be analyzed and, if necessary, CALINE4 will be used to analyze potential CO hotspots at failing intersections for Existing plus Project and Future plus Project conditions.

Potential impacts associated with Toxic Air Contaminants from both stationary source facilities and mobile sources will be qualitatively evaluated. This scope of work does not include preparation of a Health Risk Assessment.

Noise

The proposed project would be required to comply with all City noise standards and be consistent with the noise element of the City of Sacramento General Plan. The Consultant Team will evaluate the proposed project to determine if it would conflict with any local noise regulations, the General Plan, or whether it would have any noise-related impacts as described in Appendix G of the CEQA Guidelines.

Noise monitoring will be conducted to determine existing ambient noise levels in the vicinity of the plan area. A Larson-Davis model 814 precision sound level meter will be used. This meter satisfies the American National Standards Institute for general environmental noise measurement instrumentation. Monitoring will be conducted at up to five locations in and around the project site.

The EIR will describe the type of noise-generating construction activity that would occur and the likely pieces of construction equipment that could be used, as provided by the project applicant. Distances to any nearby sensitive receptors will also be determined. Construction noise impacts on these sensitive receptors will be assessed based on US EPA construction noise factors. The City of Sacramento General Plan and Municipal Code will be reviewed to determine if exemptions exist for construction noise that could reduce the need for future development to meet local noise standards during construction.

Using traffic volume numbers from the traffic study, project-generated traffic noise will be modeled using the Federal Highway Administration's Traffic Noise Prediction Model (FHWA-RD-77-108). Traffic noise levels will be compared to local noise standards. Mitigation measures will be recommended to reduce any impacts, if feasible measures are available.

Future construction activities could generate ground borne vibration. If determined necessary, Impacts (including potential impacts on historic buildings) will be assessed using average vibration level ranges for typical construction equipment developed by the Federal Railroad Administration. Impacts from ground borne vibration could be more severe if there are older historical buildings in the vicinity of the proposed project. The vicinity of the project area will be reviewed to determine if these sources exist. If historic buildings are not present then ground borne vibration will not be analyzed. Ground borne vibration levels will be compared to appropriate thresholds.

Transportation and Circulation

Trip Generation

The Consultant Team will develop trip generation for the proposed project and project alternatives. The Consultant Team will use trip generation data from the following sources: ITE Trip Generation, SACOG's Sacramento Area Household Travel Survey Final Report, Robert Cervero's Ridership Impacts of Transit-focused Development in California, mixed-use development trip reduction data from the Santa Clara Valley Transportation Authority's Transportation Impact Analysis Guidelines, and/or studies of the Jefferson Commons student housing. If available, the team will use trip generation data currently being collected for transit-oriented infill development by Caltrans and ABAG. The trip generation forecasts will identify estimated travel by auto, transit, pedestrian, and bicycle modes.

The team will submit a technical memorandum summarizing the methodology and trip generation of the proposed project and project alternatives for review by City staff prior to use.

4D Method (Density, Diversity, Design, & Destination)

The Consultant Team will apply the 4D method to evaluate changes in vehicle trip generation due to urban design and land use characteristics of the proposed project. The proposed project (preferred alternative) will be compared to land use and design characteristics occurring or allowed by the General Plan. Specifically, the team will document how changes in the built

environment, such as development density, the mix of population and employment, location, street network density, and sidewalk completeness, relate to changes in vehicle trips and vehicle miles of travel. Prior to conducting the evaluation, we will coordinate with City staff to confirm the adequacy of available data.

Project Trip Distribution and Trip Assignment

Vehicle travel paths to and from the proposed project will be developed using the following sources:

- Observed travel patterns in the vicinity of the proposed project
- GIS analysis techniques that account for the proximity of study area land uses, pedestrian walk time, vehicle travel time, population, and employment
- A select zone assignment using the SACMET travel demand forecasting model

The Consultant Team will submit this information to City staff prior to application in the trip assignment.

Baseline Travel Forecasts

For baseline conditions, the Consultant Team will develop AM and PM peak hour traffic volumes by manually adding peak hour traffic volumes from approved and planned development projects.

Future Year Travel Forecasts

For future year conditions, the team will use the current version of the SACMET Regional Travel Demand Forecast (TDF) model to generate built-out turning movement forecasts for a weekday a.m. and p.m. peak hour. The Consultant Team will review the model to verify that all appropriate development projects and infrastructure projects are included in the land use and network files. All traffic forecasts will be adjusted using a growth increment adjustment method that adds the forecast growth in traffic, between the "modeled" base year and future year forecasts, to existing counts.

Develop "Plus Project" Forecasts

The Consultant Team will manually assign project trips to the baseline traffic volumes developed previously to produce "Baseline plus Project" turning movement forecasts. For "Cumulative plus Project" conditions, the team will add the proposed project land use and roadway network to the traffic model and run a "cold-start" assignment of the SACMET TDF model to identify the project distribution. Once the project assignment is identified, the team will manually add project trips to the "Cumulative No Project" traffic volumes.

Impact & Mitigation Analysis

The Consultant Team will analyze AM and PM peak hour traffic operations at the study intersections and roadway segments identified in the RFP. The operations analysis will be conducted using Synchro/SimTraffic software, which employs the methodology published in the Highway Capacity Manual. A peak hour signal warrant analysis will be conducted at each unsignalized study intersection. Project traffic impacts will be identified for both the near-term baseline scenario and the cumulative scenario. It is anticipated that the traffic analysis will have to identify impacts using both the existing Level of Service thresholds (i.e., LOS C) as well as modified LOS thresholds proposed for the General Plan Update, should the environmental document precede adoption of an updated new General Plan.

For bicycle, pedestrian, and transit facilities, the team will review the proposed project's potential impacts on the City's pedestrian, bicycle, and transit systems based on the City's standards of significance. The team will coordinate with City staff to discuss and determine the feasibility of proposed mitigation measures.

Neighborhood Impact Evaluation

The Consultant Team will provide a qualitative evaluation and a brief discussion of the potential for neighborhood intrusion with the preferred alternative. The evaluation will be based on available information on the project, the project trip distribution, and results of the traffic analysis conducted for baseline conditions.

7.2.3: Screencheck DEIR

Based on one consolidated set of comments on the ADEIR, the Consultant Team will prepare a Screencheck DEIR that will incorporate modifications made to the ADEIR and will be provided to the City to ensure that all agreed to revisions are incorporated prior to publication. It is assumed that review of the Screencheck DEIR will not result in any new technical analysis or substantial text revisions. After City review of the Screencheck, the team will incorporate one set of consolidated comments provided by the City and prepare the document for publication.

7.2.4: Draft EIR

The Consultant Team will revise the Screencheck DEIR and prepare the DEIR for the required 45-day public review.

The Consultant Team will also prepare the NOC and file the NOC and 15 copies of the DEIR with the State Clearinghouse. The team will submit an electronic version of the document to the State Clearinghouse and to the City for posting on the City web pages, as encouraged by the State CEQA Guidelines. This Scope of Work assumes the City will prepare the Notice of Availability (NOA), mail notices to interested parties, and advertise the document's availability in the Sacramento Bee newspaper.

According to the City's protocol, there will not be a public hearing to take comments on the DEIR. Therefore, this scope of work does not assume attendance at a meeting to take comments on the DEIR.

Task 7.2 Deliverables

- Five (5) bound copies of the ADEIR and one (1) electronic copy
- One electronic copy of the Administrative Draft IS
- One (1) hard copy of the Screencheck DEIR and one (1) electronic copy.
- One meeting to discuss comments on the ADEIR
- Sixty (60) bound copies of the DEIR
- Fifteen (15) bound copies to OPR
- 50 copies of technical appendices, if bound separately
- One (1) hardcopy reproducible original of the DEIR
- One (1) electronic PDF copy of the DEIR on CD

7.3: Final EIR

Public and agency comments on the DEIR generally require only clarification and expansion of the EIR analysis and/or recognition of the commentors' concerns about the project being considered.

After close of the 45-day public comment period on the DEIR, the Consultant Team will prepare written responses to written comments received on the DEIR and will prepare the FEIR. Where necessary, the text of the DEIR will be revised in a track changes format to indicate text that has been deleted (by strike-out) or new text has been inserted (by underline). Possible master responses (responses that address major, repetitive comments on the document) will also be identified. If comments received exceed the assumptions of this scope (120 hours), EIP will immediately contact the City and project applicant regarding a revised scope and budget.

Consistent with CEQA requirements and the City's format, the FEIR will also include a Mitigation Monitoring Program (MMP). The MMP will be designed to ensure compliance with

all adopted mitigation measures. The MMP will be in a table format, and will specify mitigation measures, timing of the action, and parties responsible for implementation and monitoring.

The EIR will consist of the DEIR (including associated appendices), the FEIR, and the MMP.

7.3.1: Administrative Final EIR , Screencheck Final EIR and Final EIR

The Consultant Team will prepare an Administrative FEIR (AFEIR) for City review, as described above. Based on one consolidated set of comments on the AFEIR provided by the City, the team will revise the AFEIR and prepare a Screencheck FEIR for City review. The Screencheck FEIR will incorporate modifications made to the AFEIR and will be provided to the team to ensure that all agreed to revisions are incorporated prior to publication. It is assumed that review of the Screencheck FEIR will not result in any new technical analysis or substantial text revisions. After City review of the Screencheck, the team will incorporate one consolidated set of comments provided by City staff and prepare the document for publication.

The Consultant Team will revise the Screencheck AFEIR and prepare the FEIR. It is assumed that the FEIR will be distributed by the City at least 10 days prior to the EIR certification hearings.

Task 7.3 Deliverables

- Five (5) copies of the AFEIR
- One (1) electronic copy
- One meeting to discuss comments on DEIR
- One (1) copy of the Screencheck FEIR and one (1) electronic copy.
- Sixty (60) bound copies of the FEIR
- One (1) reproducible original of the FEIR
- One (1) electronic PDF copy of the FEIR on CD

EXHIBIT B

CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT FOR DESIGN SERVICES

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 **NINE HUNDRED EIGHTEEN THOUSAND NINE HUNDRED TWENTY NINE DOLLARS AND FORTY SEVEN CENTS (\$918,929.47)**.
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:

*Tara Goddard, Project Manager
Transportation Planning Division
915 I St, Room 2000
Sacramento, CA 95814*

Tel: (916) 808-8332/Fax: (916) 808-8281/E-mail: tgoddard@cityofsacramento.org

5. **Additional Services.** Additional Services are those services related to the scope of services of CONSULTANT set forth in Exhibit A but not anticipated at the time of execution of this Agreement. Additional Services shall be provided only when a Supplemental Agreement authorizing such Additional Services is approved by CITY in accordance with CITY's Supplemental Agreement procedures. CITY reserves the right to perform any Additional Services with its own staff or to retain other consultants to perform said Additional Services.
6. **Accounting Records of CONSULTANT.** 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.

ATTACHMENT 1
TO
EXHIBIT B

CONSULTANT COST PROPOSAL

COST PROPOSAL SUMMARY

CONTRACT No. City of Sacramento 65th Street Station Area Study

Date 04/05/07

Firm	Total Hours	Total Direct & Indirect Costs	Total Reimbursable Costs	Total Fee
BMS Design Group	2,403	\$300,162.07	\$23,000.00	\$323,162.07
Fehr & Peers	1,437	\$195,611.63	\$12,800.00	\$208,411.63
Mark Thomas & Co.	1,905	\$207,112.23	\$10,000.00	\$217,112.23
EIP / PBS&J	1,488	\$165,943.54	\$4,300.00	\$170,243.54
Total	7,233	\$868,829.47	\$50,100.00	\$918,929.47

CONSULTANT COST PROPOSAL

COST PROPOSAL

CONTRACT No. City of Sacramento 65th Street Station Area Study Date 04/03/07
 CONSULTANT BMS Design Group

DIRECT LABOR

Classification	Name	Range	Hours	Initial Hourly Rate	Total
Partner	<u>Barbara Maloney</u>		188.0	@ \$ 65.85	\$ 12,379.80
Partner	<u>Michael Smiley</u>		507.0	@ \$ 65.85	\$ 33,385.95
Senior Designer	<u>Tim Hurley</u>		940.0	@ \$ 30.89	\$ 29,036.60
Senior Designer	<u>Tetsuya Yaguchi</u>		468.0	@ \$ 28.13	\$ 13,164.84
Designer/Planner	<u>Sean King</u>		184.0	@ \$ 24.52	\$ 4,511.68
Designer/Planner	<u>Joy Glasier</u>		32	@ \$ 22.60	\$ 723.20
Graphics/Admin	<u>Kathryn Gritt</u>		68	@ \$ 24.00	\$ 1632.00
Admin	<u>Jamie Vasta</u>		16	@ \$ 20.00	\$ 320.00

Subtotal Direct Labor Costs \$ 95,154.07
 Anticipated Salary Increases (5% for one year) \$ 4,800.00

Total Direct Labor Costs \$ 99,954.07

FRINGE BENEFITS

Fringe Benefits Rate 48.00% Total \$ 47,977.95
 Total Fringe Benefits \$ 47,977.95

INDIRECT COSTS

Overhead/General and Administrative 125.00% \$ 124,942.59
 Total Indirect Costs \$ 124,942.59

FEE @ 10%

\$ 27,287.46

OTHER COSTS

Mileage \$ 4,000.00
 Reproductions Costs (out of office blue lines, xerox, binding) \$ 17,000.00
 Photographic Film & Processing \$ 1,000.00
 Mail & Delivery Services (California Overnight and Postage) \$ 1,000.00
 Total Other Costs \$ 23,000.00

TOTAL COSTS

\$ 323,162.07

CONSULTANT COST PROPOSAL

COST PROPOSAL

CONTRACT No
CONSULTANT

City of Sacramento 65th Street Station Area Study
Fehr & Peers

Date 04/03/07

DIRECT LABOR

Classification	Name	Range	Hours	Initial Hourly Rate	Total
Principal III	Ron Milam		118.0 @	\$ 77.40	\$ 9,133.20
Principal I	Bob Grandy		349.0 @	\$ 76.92	\$ 26,845.08
Senior Engineer/Planner I	Rich Ledbetter		168.0 @	\$ 37.02	\$ 6,219.36
Engineer/Planner III	Aaron Hoyt		240.0 @	\$ 28.85	\$ 6,924.00
Engineer/Planner II	Dan Block		344.0 @	\$ 29.62	\$ 10,189.28
Engineer/Planner I	Lauren Hilliard		128.0 @	\$ 25.96	\$ 3,322.88
Graphics			46.0 @	\$ 28.22	\$ 1,298.12
Admin Assistant			44.0 @	\$ 18.27	\$ 803.88
Intern			@	\$	\$ -
			@	\$	\$ -
			@	\$	\$ -
			@	\$	\$ -

Subtotal Direct Labor Costs \$ 64,735.80
Anticipated Salary Increases (5% for one year) \$ 3,200.00

Total Direct Labor Costs \$ 67,935.80

FRINGE BENEFITS

Fringe Benefits Total Fringe Benefits Rate 50.66% Total \$ 34,416.28 \$ 34,416.28

INDIRECT COSTS

Overhead/General and Administrative Total Indirect Costs 111.10% \$ 75,476.67 \$ 75,476.67

FEE @ 10%

\$ 17,782.88

OTHER COSTS

Mileage \$ 200.00
Traffic Counts \$ 7,300.00
Reproduction & Communication \$ 4,800.00
Mail & Delivery Services (California Overnight and Postage) \$ 500.00
Total Other Costs \$ 12,800.00

TOTAL COSTS

\$ 208,411.63

CONSULTANT COST PROPOSAL

COST PROPOSAL

CONTRACT No City of Sacramento 65th Street Station Area Study
 CONSULTANT Mark Thomas & Company, Inc.

Date 04/03/07

DIRECT LABOR

Classification	Name	Range	Hours	Initial Hourly Rate	Total
Principal	Robert Himes		91.0 @	\$ 93.14	\$ 8,475.74
Project Manager	Adrian Engel		337.0 @	\$ 45.30	\$ 15,266.10
Geometrician	Todd Lewis		320.0 @	\$ 39.32	\$ 12,582.40
Project Engineer	Bill Shunk		415.0 @	\$ 34.45	\$ 14,296.75
Design Engineer	Phil Vulliet		240.0 @	\$ 30.65	\$ 7,356.00
Engineering Tech	Trong Nguyen		200.0 @	\$ 27.75	\$ 5,550.00
Survey Manager	Albert De Leon		30.0 @	\$ 50.40	\$ 1,512.00
Structures Manager	Lance Schrey		32.0 @	\$ 58.21	\$ 1,862.72
2 Person Field Crew	Misc		40.0 @	\$ 70.00	\$ 2,800.00
Student Intern	Stephen Nelson		80.0 @	\$ 15.00	\$ 1,200.00
CADD Operator	Melissa Sena		60.0 @	\$ 24.04	\$ 1,442.40
Admin Assist	Elisabeth Pinio		60.0 @	\$ 18.69	\$ 1,121.40

Subtotal Direct Labor Costs \$ 73,465.51
 Anticipated Salary Increases (5% for one year) \$ 3,700.00

Total Direct Labor Costs \$ 77,165.51

FRINGE BENEFITS

Fringe Benefits Rate 37.00% Total \$ 28,551.24
 Total Fringe Benefits \$ 28,551.24

INDIRECT COSTS

Overhead/General and Administrative Total Indirect Costs 107.00% \$ 82,567.10
 \$ 82,567.10

FEE @ 10%

\$ 18,828.38

OTHER COSTS

Mileage \$ 500.00
 Reproductions Costs (out of office blue lines, xerox. binding) \$ 8,900.00
 Photographic Film & Processing \$ 300.00
 Mail & Delivery Services (California Overnight and Postage) \$ 300.00
 Total Other Costs \$ 10,000.00

TOTAL COSTS

\$ 217,112.23

COST PROPOSAL

CONTRACT No _____
CONSULTANT _____
City of Sacramento 65th Street Station Area Stur _____ Date 04/05/07
EIP / PBS&J _____

DIRECT LABOR

Classification

Classification	Range	Hours	Initial Hourly Rate	Total
Senior Program Manager/Senior Project Director/ Senior Planner IV/Senior Scientist IV		70.0	@ \$ 72.10	\$ 5,047.00
Sr Environmental Manager/Sr Planner II/Sr Scientist II/ Sr Engineer II		278.0	@ \$ 49.88	\$ 13,866.64
Associate Environmental Manager/Associate Planner/ Senior Scientist I		510.0	@ \$ 37.67	\$ 19,211.70
Environmental Specialist/Planner II/Scientist II		139.0	@ \$ 31.37	\$ 4,360.43
Environmental Analyst/Planner I/Scientist I		80.0	@ \$ 25.79	\$ 2,063.20
Senior Administrator/Graphics		126.0	@ \$ 39.94	\$ 5,032.44
Senior Word Processor		285.0	@ \$ 26.47	\$ 7,543.95

Subtotal Direct Labor Costs \$ 57,125.36
Anticipated Salary Increases (4.5% starting 1/08) \$ 2,570.64

Total Direct Labor Costs \$ 59,696.00

FRINGE BENEFITS
Fringe Benefits

Rate	Total
38.43%	\$ 22,941.17
	\$ <u>22,941.17</u>

INDIRECT COSTS
Overhead/General and Administrative

114.28%	\$ 68,220.59
	\$ <u>68,220.59</u>

FEE @ 10%

\$ 15,085.78

OTHER COSTS

Mileage
Reproductions Costs (out of office blue lines, xerox, binding)
Records Search
Mail & Delivery Services (California Overnight and Postage)

\$ 300.00
\$ 3,000.00
\$ 300.00
\$ 700.00
\$ <u>4,300.00</u>

TOTAL COSTS

\$ 170,243.54

EXHIBIT D
CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT FOR DESIGN SERVICES

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, photostatting, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. CONSULTANT shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by CITY.
- B. CONSULTANT shall fully defend, indemnify and hold harmless CITY, its officers and employees, and each and every one of them, from and against any and all claims, actions, lawsuits or other proceedings alleging that all or any part of the information prepared, produced, or provided by CONSULTANT pursuant to this Agreement infringes upon any third party's trademark, trade name, copyright, patent or other intellectual property rights. CITY shall make reasonable efforts to notify CONSULTANT not later than ten (10) days after CITY is served with any such claim, action, lawsuit or other proceeding, provided that CITY's failure to provide such notice within such time period shall not relieve CONSULTANT of its obligations hereunder, which shall survive any termination or expiration of this Agreement.
- C. All proprietary and other information received from CONSULTANT by CITY, whether received in connection with CONSULTANT's proposal to CITY or in connection with any Services performed by CONSULTANT, will be disclosed upon receipt of a request for disclosure, pursuant to the California Public Records Act; provided, however, that, if any information is set apart and clearly marked "trade secret" when it is provided to CITY, CITY shall give notice to CONSULTANT of any request for the disclosure of such information. The CONSULTANT shall then have five (5) days from the date it receives such notice to enter into an agreement with the CITY, satisfactory to the City Attorney, providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff's attorney fees) incurred by CITY in any legal action to compel the disclosure of such information under the California Public Records Act. The CONSULTANT shall have sole responsibility for defense of the actual "trade secret" designation of such information.
- D. The parties understand and agree that any failure by CONSULTANT to respond to the notice provided by CITY and/or to enter into an agreement with CITY, in accordance with 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 defend, hold harmless and indemnify CITY, its officers and employees, and each and every one of them, from and against any and all claims, actions, damages, costs, liabilities, demands, losses, judgments, penalties and expenses of every type and description, including, but not limited to, any fees and/or costs reasonably incurred by CITY's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Claims"), including but not limited to Claims arising from personal injury or death, damage to personal, real or intellectual property or the environment, contractual or other economic damages, or regulatory penalties, that arise out of, pertain to or relate to any negligent act or omission, recklessness or willful misconduct of CONSULTANT, its subconsultants, subcontractors or agents, and their respective officers and employees, in connection with performance of or failure to perform this Agreement, whether or not such Claims are litigated, settled or reduced to judgment; provided that the foregoing indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, damage or expense to the extent arising from (i) the sole negligence or willful misconduct of, or defects in design furnished by, CITY, its agents, servants, or independent contractors who are directly responsible to CITY, or (ii) the active negligence of CITY.
- B. Insurance Policies; Intellectual Property Claims: The existence or acceptance by CITY of any of the insurance policies or coverages described in this Agreement shall not affect or limit any of CITY's rights under this Section 10, nor shall the limits of such insurance limit the liability of 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:

 x Professional liability insurance is required and must be continued for at least 1 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.

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID LD
BARBA-1

DATE (MM/DD/YYYY)
04/10/07

PRODUCER
Town & Country Ins./PIIB
CA License #0B91429
149 So. B Street
San Mateo CA 94401
Phone: 650-343-8450 Fax: 650-343-8456

INSURED

BMS Design Group
414 Jackson, #404
San Francisco CA 94111

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

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: The Hartford Insurance 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'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Bus. Liab. GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	57SBALD3409	05/01/06	05/01/07	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1000000 \$ 300000
						MED EXP (Any one person)	\$ 10000
						PERSONAL & ADV INJURY	\$ 1000000
						GENERAL AGGREGATE	\$ 2000000
						PRODUCTS - COMP/OP AGG	\$ 1000000
A		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	57SBALD3409	05/01/06	05/01/07	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	\$ 1000000 \$ \$ \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	\$ \$ \$
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10,000	57SBALD3409	05/01/06	05/01/07	EACH OCCURRENCE AGGREGATE	\$ 3000000 \$ 3000000 \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	\$ \$ \$ \$
A		OTHER Bus Pers Property	57SBALD3409	05/01/06	05/01/07	14,500	500

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

PROJECT NAME: 65TH ST. STATION AREA STUDY (PN:TH16)
 CITY OF SACRAMENTO, ITS OFFICIALS, EMPLOYEES AND VOLUNTEERS ARE NAMED AS
 ADDITIONAL INSURED. COVERAGE IS SUBJECT TO POLICY TERMS CONDITIONS AND
 EXCLUSIONS. 10 DAY NOTICE FOR NONPAYMENT OF PREMIUM.

CERTIFICATE HOLDER

CSACRA1
 City of Sacramento
 Department of Human Resources
 Risk Management Division
 9151 I Street, Room 4001
 Sacramento CA 95814
 ATTN: DEBORAH PATTERSON

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Robert M. O'Neill *Robert O'Neill*

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID LD
BARBA-1

DATE (MM/DD/YYYY)
04/10/07

PRODUCER
Town & Country Ins./PIIB
CA License #0B91429
149 So. B Street
San Mateo CA 94401
Phone: 650-343-8450 Fax: 650-343-8456

INSURED

BMS Design Group
414 Jackson, #404
San Francisco CA 94111

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

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: The Hartford Insurance 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'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Bus. Liab. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	57SBALD3409	05/01/07	05/01/08	EACH OCCURRENCE	\$ 1000000
A					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300000
					MED EXP (Any one person)	\$ 10000
					PERSONAL & ADV INJURY	\$ 1000000
					GENERAL AGGREGATE	\$ 2000000
					PRODUCTS - COMP/OP AGG	\$ 1000000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	57SBALD3409	05/01/07	05/01/08	COMBINED SINGLE LIMIT (Ea accident)	\$ 1000000
					BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE (Per accident)	\$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
					OTHER THAN AUTO ONLY: EA ACC	\$
					AGG	\$
A	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10,000	57SBALD3409	05/01/07	05/01/08	EACH OCCURRENCE	\$ 3000000
					AGGREGATE	\$ 3000000
						\$
						\$
						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS	OTH-ER
					E.L. EACH ACCIDENT	\$
					E.L. DISEASE - EA EMPLOYEE	\$
					E.L. DISEASE - POLICY LIMIT	\$
A	OTHER Bus Pers Property	57SBALD3409	05/01/07	05/01/08	16,100	500

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

PROJECT NAME: 65TH ST. STATION AREA STUDY (PN:TH16)
 CITY OF SACRAMENTO, ITS OFFICIALS, EMPLOYEES AND VOLUNTEERS ARE NAMED AS ADDITIONAL INSURED. COVERAGE IS SUBJECT TO POLICY TERMS CONDITIONS AND EXCLUSIONS. 10 DAY NOTICE FOR NONPAYMENT OF PREMIUM.

CERTIFICATE HOLDER

CSACRA1

City of Sacramento
 Department of Human Resources
 Risk Management Division
 9151 I Street, Room 4001
 Sacramento CA 95814
 ATTN: DEBORAH PATTERSON

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Robert M. O'Neill *Robert O'Neill*

IMPORTANT

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

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

DISCLAIMER

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

CITY OF SACRAMENTO
HUMAN RESOURCES DEPARTMENT
RISK MANAGEMENT



Facsimile Cover Sheet

915 "I" Street, 4th Floor
Sacramento, CA 95814
Office: (916) 808-5556
Fax: (916) 808-5160

To: David Flores

Date: 5/2/07

Fax # 8281

Pages: 1, including this cover sheet.

From:

- Maureen Lumley, Senior Staff Assistant
- Jeania DeLaney, Personnel Tech
- Deb Patterson, Admin Tech

Comments:

certs for BMS Design Group

Ø WC

Ø CGL

If you have any questions or concerns regarding this fax, please call (916) 808-5556.



CERTIFICATE OF LIABILITY INSURANCE

Date (MM/DD/YYYY)
04/10/07

PRODUCER Leatzow Insurance 2301 W. 22nd Street Suite 208 Oak Brook, IL 60523	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 POLICY BELOW.
	COMPANIES AFFORDING COVERAGE
INSURED BMS Design Group 414 Jackson Suite 404 San Francisco, CA 94111	COMPANY A New Hampshire Insurance Company
	COMPANY B
	COMPANY C
	COMPANY D

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS								
	GENERAL LIABILITY <input type="checkbox"/> COMPREHENSIVE FORM <input type="checkbox"/> PREMISES/OPERATIONS UNDERGROUND <input type="checkbox"/> EXPLOSION COLLAPSE HAZARD <input type="checkbox"/> PRODUCTS/COMPLETED OPER <input type="checkbox"/> CONTRACTUAL <input type="checkbox"/> INDEPENDENT CONTRACTORS <input type="checkbox"/> BROAD FORM PROPERTY DAMAGE <input type="checkbox"/> PERSONAL INJURY	DOES NOT APPLY			BODILY INJURY OCC \$ BODILY INJURY AGG \$ PROPERTY DAMAGE OCC \$ PROPERTY DAMAGE AGG \$ BI & PD COMBINED OCC \$ BI & PD COMBINED AGG \$ PERSONAL INJURY AGG \$								
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS (Private Pass) <input type="checkbox"/> ALL OWNED AUTOS (Other than Private Passenger) <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> GARAGE LIABILITY	DOES NOT APPLY			BODILY INJURY (Per Person) \$ BODILY INJURY (Per Accident) \$ PROPERTY DAMAGE \$ BODILY INJURY PROPERTY DAMAGE COMBINED \$								
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	DOES NOT APPLY			EACH OCCURENCE \$ AGGREGATE \$								
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL. <input type="checkbox"/> EXCL.	DOES NOT APPLY			<table border="1"> <tr> <td>WC STATU-TORY LIMITS</td> <td>OTHR</td> </tr> <tr> <td>EL EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>EL DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> <tr> <td>EL DISEASE - EA EMPLOYEE</td> <td>\$</td> </tr> </table>	WC STATU-TORY LIMITS	OTHR	EL EACH ACCIDENT	\$	EL DISEASE - POLICY LIMIT	\$	EL DISEASE - EA EMPLOYEE	\$
WC STATU-TORY LIMITS	OTHR												
EL EACH ACCIDENT	\$												
EL DISEASE - POLICY LIMIT	\$												
EL DISEASE - EA EMPLOYEE	\$												
A	OTHER Professional Liability	004279978	3/8/2007	3/8/2008	1,000,000 each claim 1,000,000 aggregate								

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

Re: 65th Street Station Area Study (PN:TH16)

CERTIFICATE HOLDER City of Sacramento Department of Human Resources Attn: Deborah Patterson 915 I Street, Room 4001 Risk Management Division Sacramento, CA 95814-2604	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF THE ISSUING COMPANY WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT AUTHORIZED REPRESENTATIVE LEATZOW INSURANCE
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CERTIFICATE OF INSURANCE

SUCH INSURANCE AS RESPECTS THE INTEREST OF THE CERTIFICATE HOLDER NAMED BELOW WILL NOT BE CANCELED OR OTHERWISE TERMINATED WITHOUT GIVING 10 DAYS PRIOR WRITTEN NOTICE TO THE CERTIFICATE HOLDER, BUT IN NO EVENT SHALL THIS CERTIFICATE BE VALID MORE THAN 30 DAYS FROM THE DATE WRITTEN. THIS CERTIFICATE OF INSURANCE DOES NOT CHANGE THE COVERAGE PROVIDED BY ANY POLICY DESCRIBED BELOW.

This certifies that: STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY of Bloomington, Illinois
 STATE FARM FIRE AND CASUALTY COMPANY of Bloomington, Illinois
 STATE FARM COUNTY MUTUAL INSURANCE COMPANY OF TEXAS of Dallas, Texas
 STATE FARM INDEMNITY COMPANY of Bloomington, Illinois, or
 STATE FARM GUARANTY INSURANCE COMPANY of Bloomington, Illinois

has coverage in force for the following Named Insured as shown below:

NAMED INSURED: SMILEY, MICHAEL DBA BMS DESIGN GROUP							
ADDRESS OF NAMED INSURED: 414 JACKSON ST STE 404, SAN FRANCISCO, CA 94111-1618							
POLICY NUMBER	C33 7876-D19-05						
EFFECTIVE DATE OF POLICY	10/19/2006						
DESCRIPTION OF VEHICLE (Including VIN)	1998 JEEP GR CHEROKEE LJ4GZ78Y3WC306585						
LIABILITY COVERAGE	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
LIMITS OF LIABILITY							
a. Bodily Injury							
Each Person							
Each Accident							
b. Property Damage							
Each Accident							
c. Bodily Injury & Property Damage							
Single Limit							
Each Accident	\$1 MILLION						
PHYSICAL DAMAGE COVERAGES							
a. Comprehensive	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO \$ 500 Deductible	<input type="checkbox"/> YES <input type="checkbox"/> NO \$ Deductible					
b. Collision	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO \$ 500 Deductible	<input type="checkbox"/> YES <input type="checkbox"/> NO \$ Deductible					
EMPLOYERS NON-OWNED CAR LIABILITY COVERAGE	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
HIRED CAR LIABILITY COVERAGE	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
FLEET - COVERAGE FOR ALL OWNED AND LICENSED MOTOR VEHICLES	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO

Signature of Authorized Representative: AGENT 05-2953 04/11/2007
 Title Agent's Code Number Date

Name and Address of Certificate Holder CITY OF SACRAMENTO DEPARTMENT OF HUMAN RESOURCES RISK MANAGEMENT DIVISION 915 I STREET, ROOM 4001 SACRAMENTO, CA 94814-2604 ATTN: DEBORAH PATTERSON 65 TH ST STATION AREA STUDY (PN:TH16)	Name and Address of Agent LYNN PETRIE LANGE 1601 NORTH POINT ST SAN FRANCISCO, CA 94123 BUS: (415) 923-0192 FAX: (415) 923-0194
--	--



6400 State Farm Drive
Rohnert Park CA 94926

DATE OF NOTICE: APR 17 2007

0704055 CODE:

02 23A

A

CITY OF SACRAMENTO
DEPT OF HUMAN RESOURCES
RISK MANAGEMENT DIVISION
ATTN DEBORAH PATTERSON
915 I ST ROOM 4001
SACRAMENTO CA 95814-2604

NOTE: PLEASE NOTIFY STATE FARM AT THE
ADDRESS LISTED AT THE TOP, LEFT CORNER
OF THIS PAGE REGARDING ANY CHANGE OF
ADDRESS INFORMATION.



05/02/07

ADDITIONAL INSURED'S NOTICE OF COVERAGE

State Farm Mutual Automobile Insurance Company

2953-F150-Q

NAMED INSURED:

SMILEY, MICHAEL
BMS DESIGN GROUP
414 JACKSON ST STE 404
SAN FRANCISCO CA 94111-1618

POLICY NO: C33 7876-D19-05P
YR/MAKE/MODEL: 1998 JEEP SPORT WG
VIN/CAMPER: 1J4GZ78Y3WC306585
AGENT NAME: LYNN PETRIE LANGE
AGENT PHONE: (415)923-0192
ENDORSEMENT NO: 6028AU

COVERAGE:
BI AND PD LIABILITY
\$ 1 MIL
\$500 DED COMP
\$500 DED COLL



POLICY EFFECTIVE
APR 10 2007 UNTIL TERMINATED

POLICY MESSAGES: This policy shown above supersedes policy# C337876-050.

The policy includes a loss payable clause protecting the additional insured's interest in the described car to the extent of the insurance provided and subject to all policy provisions. The additional insured will be given 20 days notice if the policy is terminated. Until such notice is provided, it shall be presumed that the required renewal premiums have been paid. The additional insured must notify us within 10 days of any change of interest or ownership coming to their attention. Failure to do so will render this policy null and void.

APR 17 2007
10:08 AM
STATE FARM



CERTIFICATE OF INSURANCE

SUCH INSURANCE AS RESPECTS THE INTEREST OF THE CERTIFICATE HOLDER NAMED BELOW WILL NOT BE CANCELED OR OTHERWISE TERMINATED WITHOUT GIVING 10 DAYS PRIOR WRITTEN NOTICE TO THE CERTIFICATE HOLDER, BUT IN NO EVENT SHALL THIS CERTIFICATE BE VALID MORE THAN 30 DAYS FROM THE DATE WRITTEN. THIS CERTIFICATE OF INSURANCE DOES NOT CHANGE THE COVERAGE PROVIDED BY ANY POLICY DESCRIBED BELOW.

This certifies that: STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY of Bloomington, Illinois
 STATE FARM FIRE AND CASUALTY COMPANY of Bloomington, Illinois
 STATE FARM COUNTY MUTUAL INSURANCE COMPANY OF TEXAS of Dallas, Texas
 STATE FARM INDEMNITY COMPANY of Bloomington, Illinois, or
 STATE FARM GUARANTY INSURANCE COMPANY of Bloomington, Illinois

has coverage in force for the following Named Insured as shown below:

NAMED INSURED: MALONEY, BARBARA DBA BMS DESIGN GROUP							
ADDRESS OF NAMED INSURED: 414 JACKSON ST STE 404, SAN FRANCISCO, CA 94111-1618							
POLICY NUMBER	057 3322-B05-05						
EFFECTIVE DATE OF POLICY	02/05/2007						
DESCRIPTION OF VEHICLE (Including VIN)	2006 BMW 530XI WBANE735X6CU20454						
LIABILITY COVERAGE	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
LIMITS OF LIABILITY							
a. Bodily Injury							
Each Person							
Each Accident							
b. Property Damage							
Each Accident							
c. Bodily Injury & Property Damage							
Single Limit							
Each Accident	\$1 MILLION						
PHYSICAL DAMAGE COVERAGES							
a. Comprehensive	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO \$ 500 Deductible	<input type="checkbox"/> YES <input type="checkbox"/> NO \$ Deductible					
b. Collision	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO \$ 500 Deductible	<input type="checkbox"/> YES <input type="checkbox"/> NO \$ Deductible					
EMPLOYERS NON-OWNED CAR LIABILITY COVERAGE	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
HIRED CAR LIABILITY COVERAGE	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
FLEET - COVERAGE FOR ALL OWNED AND LICENSED MOTOR VEHICLES	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO

 Signature of Authorized Representative		AGENT	05-2953	04/11/2007
Title		Agent's Code Number		Date
Name and Address of Certificate Holder CITY OF SACRAMENTO DEPARTMENT OF HUMAN RESOURCES RISK MANAGEMENT DIVISION 915 I STREET, ROOM 4001 SACRAMENTO, CA 94814-2604 ATTN: DEBORAH PATTERSON 65 TH ST STATION AREA STUDY (PN:TH16)		Name and Address of Agent LYNN PETRIE LANGE 1601 NORTH POINT ST SAN FRANCISCO, CA 94123 BUS: (415) 923-0192 FAX: (415) 923-0194		

INTERNAL STATE FARM USE ONLY: Request permanent Certificate of Insurance for liability coverage
 Request Certificate Holder to be added as an Additional Insured.



6400 State Farm Drive
Rohnert Park CA 94926

0704055

DATE OF NOTICE: APR 18 2007
CODE:

02 60A

A

CITY OF SACRAMENTO
DEPT OF HUMAN RESOURCES
RISK MANAGEMENT DIVISION
ATTN DEBORAH PATTERSON
915 I ST ROOM 4001
SACRAMENTO CA 95814-2604

NOTE: PLEASE NOTIFY STATE FARM AT THE
ADDRESS LISTED AT THE TOP, LEFT CORNER
OF THIS PAGE REGARDING ANY CHANGE OF
ADDRESS INFORMATION.



RECEIVED
APR 24 2007
FROM [unclear]

ADDITIONAL INSURED'S NOTICE OF COVERAGE

State Farm Mutual Automobile Insurance Company

2953-F150-Q

NAMED INSURED:

MALONEY, BARBARA DBA
BMS DESIGN GROUP
414 JACKSON ST STE 404
SAN FRANCISCO CA 94111-1618

POLICY NO: 57 3322-B05-05X
YR/MAKE/MODEL: 2006 BMW 4DR
VIN/CAMPER: WBANF735X6GU20454
AGENT NAME: LYNN PETRIE LANGE
AGENT PHONE: (415)923-0192
ENDORSEMENT NO: 6028AU

COVERAGE:
BI AND PD LIABILITY
\$ 1 MIL
\$500 DED COMP.
\$300 DED COLL.



POLICY EFFECTIVE
APR 09 2007 UNTIL TERMINATED

POLICY MESSAGES: This policy shown above supersedes policy# 0573322-05W.

The policy includes a loss payable clause protecting the additional insured's interest in the described car to the extent of the insurance provided and subject to all policy provisions. The additional insured will be given 20 days notice if the policy is terminated. Until such notice is provided, it shall be presumed that the required renewal premiums have been paid. The additional insured must notify us within 10 days of any change of interest or ownership coming to their attention. Failure to do so will render this policy null and void.

HOT ROD INSURANCE SERVICES

Phone: (650) 343-8450
Fax: (650) 343-8456



From: LAURIE

To: David Flores

Pages: 5

Fax: (916) 808-8281

Date: 5/4/2007 08:20:11 AM

Phone: () -

Subject: BMS DESIGN GROUP

Message:

Dear David,
Attached is the certificate and additional inured endorsement for The City of Sacramento

Hartford will not allow any changes to the cancellation clause.

Regards,
Laurie Dowling
Account Manager

ACORD CERTIFICATE OF LIABILITY INSURANCE		OP ID ID BARBA-1	DATE (MM/DD/YYYY) 04/10/07
PRODUCER Town & Country Ins./PIIB CA License #0B91429 149 So. B Street San Mateo CA 94401 Phone: 650-343-8450 Fax: 650-343-8456		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 BMS Design Group 414 Jackson, #404 San Francisco CA 94111		INSURERS AFFORDING COVERAGE INSURER A: The Hartford Insurance Company INSURER B: INSURER C: INSURER D: INSURER E:	NAIC #

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.			
FORM ADD'L LTR (NBR)	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Bus. Liab. GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ <input checked="" type="checkbox"/> LOC	57SBALD3409	05/01/07	05/01/08	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	57SBALD3409	05/01/07	05/01/08	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
A	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10,000	57SBALD3409	05/01/07	05/01/08	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATO-TORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	OTHER Bus Pers Property	57SBALD3409	05/01/07	05/01/08	16,100 500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 PROJECT NAME: 65TH ST. STATION AREA STUDY (PN:TH16)
 CITY OF SACRAMENTO, ITS OFFICIALS, EMPLOYEES AND VOLUNTEERS ARE NAMED AS ADDITIONAL INSURED. COVERAGE IS SUBJECT TO POLICY TERMS CONDITIONS AND EXCLUSIONS. 10 DAY NOTICE FOR NONPAYMENT OF PREMIUM.

CERTIFICATE HOLDER CSACRAL City of Sacramento Department of Human Resources Risk Management Division 9151 I Street, Room 4001 Sacramento CA 95814 ATTN: DEBORAH PATTERSON	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE Robert M. O'Neill <i>Robert O'Neill</i>
---	--

POLICY NUMBER: 57 SBA LD3409



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - PERSON-ORGANIZATION

21541

ALAMEDA CA 94501
RE: THE PROJECT BY BMS DESIGN GROUP

THE CITY AND COUNTY OF SAN FRANCISCO
PUBLIC UTILITIES COMMISSION
SEPUC CONTRCT SERVICES
1145 MARKET STREET 1ST FLOOR
SAN FRANCISCO CA 94103
CITY OF FOLSOM
50 NATOMA ST
FOLSOM, CA 95630

* 0100057LD34090208

THE CITY OF FOLSOM, ITS OFFICERS, OFFICIALS, AGENTS, EMPLOYEES
AND VOLUNTEERS ARE NAMED AS ADDITIONAL INSUREDS

CITY AND COUNTY OF SAN FRANCISCO, ITS OFFICERS, AGENTS AND EMPLOYEES
1145 MARKET ST, 1ST FLOOR
SAN FRANCISCO, CA 94103

THE CITY OF SAN SACRAMENTO IT'S OFFICERS, EMPLOYEES, AND VOLUNTEERS
THE DEPARTMENT OF HUMAN RESOURCES
RISK MANAGEMENT DIVISION
915 I ST RM 4001
SACRAMENTO CA 95814-2604



14152490132

BMS DESIGN GROUP

BMS Design Group

03:12:20 p m. 05-02-2007

1 / 2



FOR
LAURIE
DOWLING

DEPARTMENT OF
TRANSPORTATION

CITY OF SACRAMENTO
CALIFORNIA

915 I ST. ROOM 2000
SACRAMENTO, CA
95814-2700

ENGINEERING SERVICES DIVISION

PH. (916) 808-8300
FAX (916) 807-8281

April 6, 2007

Timothy Hurley, Project Manager
BMS Design Group
414 Jackson St, Ste 404
San Francisco, CA 94111

RE: 65th St Station Area Study (PN: TH16)

Tim:

This letter and enclosure are being sent to you in order to facilitate development of an agreement with the City of Sacramento for services on the aforementioned project. Please be advised that all proposed agreements are subject to review and approval by City officers before they become fully executable documents.

Specifically, one (1) copy of a Consultant & Professional Services Agreement is enclosed for signature.

The insurance coverage requirements for this project are delineated in Exhibit D (Section 11) of the enclosed Agreement. Proof of the required insurance coverage (including proof of professional liability insurance) is a condition of this offer of Agreement. Review this section carefully with your insurance carrier(s) to ensure acceptable proof of coverage to the required limits is provided on your behalf. A separate, signed declaration page listing City of Sacramento as additional insured is also required. If your firm is declaring exemption under State law from the requirement for Worker's Compensation Insurance coverage, please submit a declaration of exemption in writing.



If the standard ACORD form is to be used to verify insurance coverage, please direct your insurance carrier(s) to reference the project name and project number (PN: TH16) in the "Description of Operations" block and modify the "Cancellation" paragraph as follows:

strike "endeavor to"
strike "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives."
written notification of cancellation shall be no less than 30 days

3/21/07 A current paid to date Business Operations Tax Certificate with the City is required as a condition of this offer of Agreement. The certificate number must be entered in the space provided on the signature page of the Agreement. If you do not have this certificate, please call (916) 808-8500 for assistance.

Please sign the Agreement where indicated by the tags. Do not sign in the section reserved for City officers. If your firm is a corporation, two signatures will be required. One signature must be from the

BMS Design Group
April 6, 2007
Page 1 of 2

DOWLING

14152490132

BMS DESIGN GROUP

BMS Design Group

03 12 56 p m

05-02-2007

2 / 2

Chairman of the Board, President or any Vice-President. The second signature must be from the Secretary, Assistant Secretary, Chief Financial Officer or Assistant Treasurer. Return all copies with original signatures via overnight mail within five (5) working days to:

City of Sacramento
Department of Transportation
Engineering Services Division
915 I Street, Room 2000
Sacramento, CA 95814-2702
Attn.: David Flores, Jr.

F: 916 808 8281

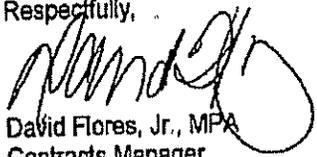
Original Certificates of Insurance must be mailed via overnight mail or fax within five (5) working days by your insurance carrier directly to:

City of Sacramento
Department of Human Resources
Risk Management Division
915 I Street, Room 4001
Sacramento, CA 95814-2604
(916) 808-5556
(916) 808-5160 FAX
Attn: Deborah Patterson

A fully executed copy of this Agreement will be returned to you upon completion by City officers. No work on the aforementioned project shall be considered authorized by the City, nor shall payment for unauthorized services rendered be anticipated, until all conditions of this offer of Agreement have been met and the City is in possession of a signed and fully executed copy of said Agreement.

If you have any questions or concerns regarding the requested documents or the City contracting process in general, feel free to contact me at (916) 808-8277 or via e-mail at dflores@cityofsacramento.org. Project specific questions and concerns, including payment inquiries, should be directed to the manager of this project, Tara Goddard. She can be reached at (916) 808-8332 or via e-mail at tgoddard@cityofsacramento.org. The City looks forward to a successful partnership on this project.

Respectfully,


David Flores, Jr., MPA
Contracts Manager

Enc.

c: Tara Goddard, Project Manager
Deborah Patterson, Risk Management
file

HOT ROD INSURANCE SERVICES

Phone: (650) 343-8450
Fax: (650) 343-8456



From: LAURIE	To: David Flores
Pages: 5	Fax: (916) 808-8281
Date: 5/4/2007 08:20:11 AM	Phone: () -
Subject: BMS DESIGN GROUP	

Message:

Dear David,
Attached is the certificate and additional inured endorsement for The City of Sacramento.

Hartford will not allow any changes to the cancellation clause

Regards,
Laurie Dowling
Account Manager

ACORD. CERTIFICATE OF LIABILITY INSURANCE		OP ID ID BARBA-1	DATE (MM/DD/YYYY) 04/10/07
PRODUCER Town & Country Ins./PIIB CA License #0B91429 149 So. B Street San Mateo CA 94401 Phone: 650-343-8450 Fax: 650-343-8456		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 EMS Design Group 414 Jackson, #404 San Francisco CA 94111		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: The Hartford Insurance 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.

ORIG POLICY LTR	ADDL LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A	X	GENERAL LIABILITY	578BALD3409	05/01/07	05/01/08	EACH OCCURRENCE	\$ 1000000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 10000
A		<input checked="" type="checkbox"/> Bus. Liab.				PERSONAL & ADV INJURY	\$ 1000000



STATE FARM INSURANCE
AGENT LYNN PETRIE LANGE
3717 BUCHANAN ST STE 100
SAN FRANCISCO, CA 94123
BUS: (415) 923-0192
FAX: (415) 923-0194

FACSIMILE TRANSMITTAL SHEET

TO:	David Flores	FROM:	Lynn Petrie Lange
COMPANY:	City of Sacramento Department of Transportation Engineering Services Division 915 I St, Room 2000	DATE:	5/3/2007
FAX NUMBER:	(916) 808-8281	TOTAL NO. OF PAGES INCLUDING COVER:	4
PHONE NUMBER:	(916) 808-8277	SENDER'S REFERENCE NUMBER:	57 3322 B05-05x
RE:	65 th Street Station Area Study	YOUR REFERENCE NUMBER:	PN: 1H16

- URGENT
 FOR REVIEW
 PLEASE COMMENT
 PLEASE REPLY
 PLEASE RECYCLE

NOTES/COMMENTS:

1 4152480132

BMS DESIGN GROUP

BMS Design Group



State Farm Mutual Automobile Insurance Company

6400 State Farm Drive
Rohnert Park CA 94926

NAMED INSURED 00163 05 2963-3330

MALONEY, BARBARA DBA
BMS DESIGN GROUP
414 JACKSON ST STE 404
SAN FRANCISCO CA 94111-1618



05:22:15 p.m. 05 03 2007 1/1
M 0708-3-4 MAILH 00163 MULT VOL

DECLARATIONS PAGE

PAGE 1 OF

POLICY NUMBER 57 3322-B05-05X
POLICY PERIOD APR 09 2007 to AUG 05 2007

STATE FARM PAYMENT PLAN NUMBER
0368516502

AGENT

LYNN PETRIE LANGE
1601 N POINT STREET
SAN FRANCISCO, CA 94123-1712

PHONE: (415)923-0182

DO NOT PAY PREMIUMS SHOWN ON THIS PAGE
SEPARATE STATEMENT ENCLOSED IF AMOUNT DUE.

YEAR	MAKE	MODEL	DRIV	VEHICLE NUMBER	PLATE
2006	BMW	530XI	4DR	WBANF736X8CU20454	6H30CV1A

COVERAGE	DESCRIPTION	PREMIUM
	See policy for coverage details.	2006 BMW
	Limit of Liability-Coverage A	
D500	\$500 Deductible Comprehensive	\$57.03
U	Uninsured Motor Vehicle	\$22.28
	Each Person, Each Accident	
U1	Uninsured Motor Vehicle Property Damage	\$1.47

Your policy consists of this declarations page, the policy booklet - form 9805A, and any endorsements that apply, including those issued to you with any subsequent renewal notice

Replaced policy number 0573322-05W

Your total current 6 month premium for FEB 05 2007 to AUG 05 2007 is \$836.57.

CONTINUED

1152400132 BMS DESIGN GROUP BMS Design Group

04:47:33 p.m 05-03-2007 1/1



6400 State Farm Drive
Fohnart Park CA 94926

DECLARATIONS PAGE

PAGE 2 OF

NAMED INSURED 00183 05-2963-333Q

POLICY NUMBER 57 3322-B05-05X
POLICY PERIOD APR 09 2007 to AUG 05 2007

MALONEY, BARBARA DBA
BMS DESIGN GROUP
414 JACKSON ST STE 404
SAN FRANCISCO CA 94111-1618

STATE FARM PAYMENT PLAN NUMBER
0958516502



FINANCED- FINANCIAL SERVICES VEHICLE TRUST, PO BOX 650700, HUNT VALLEY MD

21065-0700

01 6028AU ADDITIONAL INSURED-UNIVERSITY OF CA, SAN DIEGO PHYSICAL PLANNING

DEPARTMENT ATTN: EMMA OTTER, 9500 GILMAN DR, NC 0965, LA JOLLA CA

92093-0965

02 6028AU ADDITIONAL INSURED-BOSTON HANAMOTO ALLEY & ABBEY, 225 MILLER

AVENUE, MILL VALLEY CA 94541-2817

03 6028AU ADDITIONAL INSURED-CITY OF ALAMEDA ATTN SUSAN FASSIOTTO DEVELO

PMENT SERVICES DEPT CITY HALL WEST, 2ND FLOOR 950 W MALL SQUARE, ALAMEDA CA

94501-7575

04 6028AU ADDITIONAL INSURED-CITY OF OAKLAND ATTN MARGARET SULLIVAN

COMMUNITY & ECONOMIC DEVELP. AGENCY REDEVELOPMENT DIVISION, 250 FRANK OGAWA

PLAZA #5313, OAKLAND CA 94612

05 6028AU ADDITIONAL INSURED-CITY OF SACRAMENTO DEPT OF HUMAN RESOURCES

RISK MANAGEMENT DIVISION ATTN DEBORAH PATTERSON, 915 I ST ROOM 4001,

SACRAMENTO CA 95814-2604

6127ET AMENDATORY ENDORSEMENT

62896V SINGLE LIMIT OF LIABILITY

6905A.1 AMENDMENT OF DEFINED WORDS, LIABILITY MEDICAL PAYMENTS,

UNINSURED MOTOR VEHICLE AND PHYSICAL DAMAGE COVERAGES AND

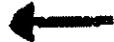
CONDITIONS

RESIDENCE-215 WOODWARD AVE SAUSALITO CA 94965

6037F CERTIFICATE OF INSURANCE FOR JEFF BARFIELD, PROJECT MANAGER PLANNING

& BUILDING DEPARTMENT CITY OF CHULA VISTA 276 FOURTH AVE CHULA VISTA CA

91910 IS EFFECTIVE MARCH 25, 2005.



Agent: LYNN PETRIE LANGE
Telephone: (415)923-0192

Prepared APR 23 2007 2953-150

14152490132 RMS DESIGN GROUP BMS Design Group

05:25 03 p.m. 05-03-2007 1/1

8400 State Farm Drive
Rohnert Park CA 94926

NAMED INSURED 00160 05-2953-333Q

SMILEY, MICHAEL
BMS DESIGN GROUP
414 JACKSON ST STE 404
SAN FRANCISCO CA 94111-1618

|||||

DECLARATIONS PAGE

POLICY NUMBER C33 7876-D19-05P
POLICY PERIOD APR 10 2007 to OCT 19 2007

STATE FARM PAYMENT PLAN NUMBER
0368516502

AGENT
LYNN PETRIE LANGE
1801 N POINT STREET
SAN FRANCISCO, CA 94123-1712

PHONE: (415)923-0192

DO NOT PAY PREMIUMS SHOWN ON THIS PAGE.
SEPARATE STATEMENT ENCLOSED IF AMOUNT DUE.

YEAR	MAKE	MODEL	VEHICLE TYPE	VEHICLE NUMBER	CLASS
1998	JEEP	GR CHEROKE	SPORT WG	1J4GZ7B3WCS06586	6H3HOV1A

SYMBOLS COVERAGES PREMIUMS

SYMBOL	COVERAGES	PREMIUMS
	See policy for coverage details.	1998
		JEEP
	Limit of Liability-Coverage A	
D500	\$500 Deductible Comprehensive	\$56.32
U	Uninsured Motor Vehicle	\$29.74
	Each Person, Each Accident	
U1	Uninsured Motor Vehicle Property Damage	\$2.33

IMPORTANT MESSAGE

Your policy consists of this declarations page, the policy booklet - form 9805A, and any endorsements that apply, including those issued to you with any subsequent renewal notice.
Replaced policy number C337876-050.
Your total current 6 month premium for APR 10 2007 to OCT 19 2007 is \$453.18.

EXCEPTIONS AND ENDORSEMENTS

FINANCED- KATHLEEN LIVERMORE CITY OF SAN LEANDRO CIVIC CTR DEVELOPMENT PROJECT SPECIALIST, 835 W 14TH ST, SAN LEANDRO CA 94577
01 6097J.4 LEASED MOTOR VEHICLES (ADDITIONAL INSURED)-JEFF SCHOB WARM SPRINGS BART AREA SPECIFIC PLAN CITY OF FREMONT, 39550 LIBERTY ST, FREMONT CA 94538-2211
02 6028AU ADDITIONAL INSURED-THE CITY AND COUNTY OF SAN FRANCISCO PORT COMMISSION DAN HOLDAPP/PORT OF SF, FERRY BLDG. STE 3100, SAN FRANCISCO CA 94111
03 6028AU ADDITIONAL INSURED-NITA BULLOCK, SENIOR PHYSICAL PLANNER APB CAPITAL AND PHYSICAL PLANNING 3657 CANYON CREST DR BA BANNOCKURN F-101, RIVERSIDE CA 92507-4645
04 6028AU ADDITIONAL INSURED-CITY OF SACRAMENTO DEPT OF HUMAN RESOURCES RISK MANAGEMENT DIVISION ATTN DEBORAH PATTERSON, 915 I ST ROOM 4001, SACRAMENTO CA 95814-2604
6127F AMENDATORY ENDORSEMENT
6289BV SINGLE LIMIT OF LIABILITY
6905A.1 AMENDMENT OF DEFINED WORDS, LIABILITY, MEDICAL PAYMENTS, UNINSURED MOTOR VEHICLE AND PHYSICAL DAMAGE COVERAGES AND CONDITIONS.
RESIDENCE-290 LOMARD ST. APT 31, SAN FRANCISCO CA 94133.

Agent: *Lynn Petrie Lange*
LYNN PETRIE LANGE
Telephone: (415)923-0192
Prepared APR 17 2007 2953-150