

PROJECT #: RR41
PROJECT NAME: Norwood Ave at Arcade Creek Bridge Replacement
DEPARTMENT: Transportation
DIVISION: Engineering Services
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 June 12 2007, by and between the **CITY OF SACRAMENTO**, a municipal corporation ("CITY"), and

TY Lin International
10365 Old Placerville Rd, Ste 200
Sacramento, CA 95827
Tel: (916) 366-6331/Fax: (916) 366-6536

("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

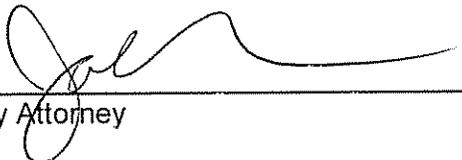
By: _____

Print name: _____

Title: _____

For: Ray Kerridge, City Manager

APPROVED TO AS FORM:



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:

TY Lin International

NAME OF FIRM

94-1598707

Federal I.D. No.

0477051

State I.D. No.

152510/152511

City of Sacramento Business Op. Tax Cert. No.

TYPE OF BUSINESS ENTITY (check one):

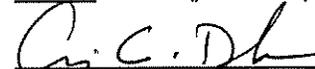
Individual/Sole Proprietor

Partnership

Corporation (may require 2 signatures)

Limited Liability Company

Other (please specify: _____)



Signature of Authorized Person

Craig C. Drake, Vice President

Print Name and Title



Additional Signature (if required)

Alison K. Bagby, Assistant Secretary/DP

Print Name and Title

**DECLARATION OF COMPLIANCE
Equal Benefits Ordinance**

Name of Consultant: TY Lin International

Address: 10365 Old Placerville Rd, Ste 200, Sacramento, CA 95827

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.

Craig C. Drake
Signature of Authorized Representative

5/18/07
Date

Craig C. Drake
Print Name

Vice President
Title

EXHIBIT A

CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT FOR DESIGN SERVICES

SCOPE OF SERVICES

1. Representatives.

The CITY Representative for this Agreement is:

*Ryan Moore, Senior Engineer
Engineering Services Division
915 I St, Room 2000
Sacramento, CA 95814*

Tel: (916) 808-8279/Fax: (916) 808-8281/E-mail: rmoore@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:

*Dennis Haglan, PE, Vice President
TY Lin International
10365 Old Placerville Rd, Ste 200
Sacramento, CA 95827*

Tel: (916) 366-6331/Fax: (916) 366-6536

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

- 2. Professional Liability Insurance.** Professional Liability (Errors and Omissions) insurance is X is not ___ [check one] required for this Agreement (See Exhibit D, Section 11, for complete insurance requirements.)
- 3. Scope of Services.**
The services provided shall be as set forth in Attachment 1 to Exhibit A, attached hereto and incorporated herein.
- 4. Time of Performance.** The services described herein shall be provided during the period June 12, 2007 through December 31, 2008.

PHASE 1: PRELIMINARY ENGINEERING

This phase consists of work required to obtain the environmental clearance for the project. Work tasks are environmental services, technical studies and engineering necessary to secure environmental approval for the project.

The scope assumes that the alignment of the new bridge will be adjacent to the existing bridge, with staged construction of the bridge required. The scope also assumes that the improvements on Norwood Avenue tie back into the existing street prior to the intersections at each end, so that no signal modifications or sidewalk ramp improvements are required.

TASK 1 — PHASE 1 PROJECT MANAGEMENT

The Project Manager will be responsible for the administrative aspects of work needed to meet the contract goal. The Project Management tasks will be performed primarily by the Project Manager, with support from the Environmental Services Manager, the Production Manager and the Project Engineer.

TYLI will manage the project by tracking the schedule, budget and value of the products produced. TYLI will create and maintain an "issues log" for the project, which will list issues encountered that require a decision, the responsible decision-maker for that issue, and the date and decision that was made. This "issues log" will be transmitted to the City on a regular basis.

Progress reports will be prepared and submitted to the City each month. The progress reports will identify work completed to date, work performed in the prior month, work anticipated for the next month, and action items necessary to keep the project on track and moving forward. TYLI will also prepare and maintain a CPM schedule to forecast workload on the project including design, environmental, right-of-way and permitting activities. A revised schedule will be prepared and submitted with each progress report.

The TYLI Environmental Services Manager will assist the TYLI Project Manager with oversight of the environmental studies and documentation phase. The TYLI Production Manager will assist the Project Manager with tasks related to project production, such as internal resource scheduling and project document control.

A project ftp site will be set up to facilitate information exchange, such as the survey information, etc. Up-to-date project information will be accessible to allow the City instant up-to-date information.

A project information binder will be prepared and provided to each of the project participants. This facilitates team communication.

TYLI will provide internal quality control on products submitted to the City. A project specific Quality Control Plan will be developed before work begins and will include procedures and checklists for surveys, geotechnical, traffic, project reports, roadway plans, bridge and structure plans, right of way documents, specifications, and estimates. A senior level TYLI engineer will provide independent quality control review. Quality control will be accounted for and shown on the project schedule. The TYLI project manager will be responsible for project quality assurance as part of the Project Management hours allocated to the project, and the periodic QC reviews required by the Quality Control Plan will be performed within the hours allocated for each task.

DELIVERABLES:

- Exhibit 10-F and 10-G (Certifications)
- Project information binders
- Monthly progress reports with issues log and schedule update
- Agendas and meeting minutes for each external meeting (Assume 10 meetings this phase. It is assumed that one of the ten meetings will be a 60% Senior Advisory Committee Meeting with the City)
- Project ftp site instructions
- QC checklists with milestone submittals

TASK 2 — KICKOFF MEETING/FIELD REVIEW

TYLI will coordinate and schedule the field review with the City, Caltrans and necessary project participants. This will include preparing the field review request, field review forms, and Preliminary Environmental Studies (PES) forms.

DELIVERABLES:

- Field Review Form with attachments
- PES Form (Prepared by LSA)

TASK 3 — AGENCY COORDINATION & REPLACE VS. REHAB JUSTIFICATION MEMO

TYLI will immediately begin coordinating with the involved agencies including the City, Caltrans, utility and regulatory agencies, SAFCA, and the Reclamation District.

Although this task will cover coordination throughout the project, immediate coordination will be necessary with Caltrans, SAFCA, and the Reclamation District in order to assess the preferred option. This scope assumes that the decision to replace the bridge instead of rehabilitation can be documented and approved with a technical memorandum.

TASK 4 — PROJECT SURVEYS

Geomatics Transportation Services, Inc. (GTS) has developed an efficient Project Approach (Scope of Work) for surveying that incorporates timely delivery and quality products throughout the project delivery process.

This Scope of Work includes the completion of primary horizontal and vertical survey control, design surveys and base mapping, utility locations, primary bridge features, and alignment control for Norwood Avenue.

Survey and Right-of-Way Engineering tasks will be performed in accordance with:

- The Professional Land Surveyors Act Section 8700-8806 Business & Professions Code.
- The Subdivision Map Act Sections 66410-66499.58 Government Code.
- City of Sacramento/County of Sacramento survey standards, as appropriate.

This project will be developed in English units (US Survey Feet). The survey datum for horizontal control will be based on the County of Sacramento Horizontal and Vertical Control points.

GTS's approach for this project is as follows:

4.1 – GENERAL RESEARCH

GTS will obtain pertinent existing information from Local, State, and Federal agencies, as appropriate, including, but not limited to, the City of Sacramento, County of Sacramento and the State Department of Transportation. This includes, but is not

limited to, the existing survey control mentioned above, right-of-way maps, subdivision maps, parcel maps, and records of survey. Any available existing mapping of the project showing roadway and topographic features, roadway as-built plans, existing drainage facilities, and utility information will be reviewed and utilized if appropriate.

An initial field review will be held with the City's Project Manager and Environmental Manager, GTS surveyor, and T.Y. Lin Engineer and other project stakeholders to review the proposed project to highlight and record significant project features.

4.2 – SURVEYS & MAPPING

GTS will provide surveying and mapping coordination services within the project limits. Services will be provided in conformance with the requirements set forth in the procedures mentioned above and with special attention to the City of Sacramento's standards and procedures.

4.2.1 – TOPOGRAPHIC MAPPING

GTS has a full understanding and extensive experience in successfully implementing the surveying and mapping requirements for this type of design project. GTS's—and its aerial subconsultant's—responsibilities applicable to the proposed improvements for Norwood Avenue consist of a series of subtasks that identify or respond to specific concerns associated with the project as follows:

- Aerial and field topographic mapping coordination as needed per the project scope.
- Aerial photography research and coordination as needed to provide mapping limits.
- Processing, scanning topography, and imagery as needed
- Analytical aerotriangulation as needed
- Computer aided, digital mapping
- Horizontal and vertical control surveys
- Development of Existing Street centerline and R/W lines for Norwood Avenue
- Development of base maps

4.2.2 – PRIMARY HORIZONTAL CONTROL SURVEYS

GTS, Inc. will perform field surveying and mapping services to support the design effort for the Norwood Avenue Project. The following summarizes surveying and mapping tasks that will be performed:

Horizontal control will be established to the 3rd order or better for project control monuments. The horizontal control will be coordinated with the City of Sacramento Surveyor's Office and may be extended from existing U.S. National Geodetic Survey (NGS) and/or Caltrans/City stations of 2nd order or higher, and correlated to the California State Plane Coordinate System using the North American Datum of 1983.

4.2.3 – PRIMARY VERTICAL CONTROL SURVEYS

Vertical control will meet or exceed 3rd order specification and be extended from existing NGS and/or County/City benchmarks of 2nd order classification. Vertical

control will be referenced to NGVD 1929. Project control points will be elevated by a differential vertical network using precise digital levels.

4.2.4 – FIELD TOPOGRAPHIC SURVEYS

Field surveys will be performed using standard field survey methods to, 1) establish utility locations and 2) roadway cross-sections, with ground shots being taken with sufficient density to produce reliable cross-sections on 50 foot intervals, from fence to fence along Norwood Avenue within the project limits. In the area of Arcade Creek, cross sections will be done on 50' intervals, from 100' east and west of Norwood Avenue centerline. A total of 8 cross sections will be taken within the creek: one cross section will be taken at the upstream and downstream face of the bridge, with 3 additional sections taken upstream and downstream of the bridge. Within the creek area, trees with trunk sizes of 6-inch diameter or greater within 100 feet of the centerline of Norwood Avenue will be located. Sufficient natural ground shots will be taken to develop digital terrain models. Intersections will be profiled, a Planimetric will be developed with digital aerial photographic techniques to check and add detail to field survey data. Field topography will be incorporated into the aerial base mapping and a new DTM surface will be prepared by merging surfaces. Topographical base mapping, shot by standard field surveys, for the project location will have a relative vertical accuracy of better than 0.05 feet within paved areas.

4.2.5 – SURVEY REPORT

Upon completion of the project, information obtained by GTS will be submitted to the City including original field notebooks, digital field and computations files, control diagram, control data, and aerial photography.

4.2.6 – AERIAL MAPPING

GTS will have the project area flown and photographed per National Mapping Standards, with equipment which is appropriate for the production of engineering design drawings at a scale of 1"=40' with one half foot contour intervals, plan, spot elevations and breaklines. Features discernible in the aerial photography will be shown. The mapping corridor will be centered on the centerline of Norwood Avenue and will be 200 feet in total width for the portions north and south of the creek area, and 1200 feet in width in the creek area. The Norwood Avenue corridor will be 1,800 feet in length and 200 feet in width.

4.2.7 – DIGITAL MAPPING

GTS will create a continuous, digital topography map with a scale of 1"=40' feet and with the corridor dimensions stated above.

GTS will capture, at a minimum, the following digital, planimetric and topographic information:

- Hydrographic (top of bank, edge of water)
- Street improvements (curb, gutter, sidewalk)
- Visible utility features in alignment area
- Trees, roadways, sidewalks, driveways, buildings, and other such structures/improvements
- Survey control points

- One-half foot contours
- Spot elevations

A digital terrain model and mapping will be updated based on field surveys and provided on CD-Rom in AutoCAD/Land Development Desktop 2006 or later format.

DELIVERABLES:

- Topographic Mapping
- Digital Terrain Model
- Field Notes

TASK 5 — PRELIMINARY UTILITY INVESTIGATION

TYLI will provide preliminary utility coordination for the project following the standard "A letter" notification. Positive location of high and low risk facilities will be performed by potholing or other methods as described in the Caltrans Policy on High and Low Risk Underground Facilities Within Highway Rights of Way.

DELIVERABLES:

- Utility A Letters with Attachments
- Utility Issues and Record Log

TASK 6 — ENVIRONMENTAL

The project will require review under the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA).

TASK 6.1 — PRELIMINARY ENVIRONMENTAL STUDIES (PES) FORM

LSA will prepare a draft PES Form. The PES form will be prepared following a scheduled field visit with the City and Caltrans.

TASK 6.2 — PREPARATION OF THE AREA OF POTENTIAL EFFECT MAP (APE)

The project engineer and LSA, in coordination with Caltrans, will develop the APE Map for review and approval. The City will review the draft APE that will include staging areas.

TASK 6.3 — MITIGATED NEGATIVE DECLARATION

LSA will prepare an MND in accordance with the City's standard format which identifies the preliminary environmental impacts and issue areas.

TASK 6.4 — ADMINISTRATIVE DRAFT MND

LSA will prepare an MND for the City's review. Included in the IS will be a project description, discussion of the environmental review process, project methodology and standards of significance. A total of three (3) copies will be printed for review.

TASK 6.5 — PRELIMINARY DRAFT MND

Following review by the City, LSA will prepare a Preliminary Draft MND. This second version will evaluate each of the City's comments on the Administrative Draft MND. Three (3) copies of the Preliminary Draft MND will be submitted to the City for review.

TASK 6.6 – PUBLIC REVIEW DRAFT MND

Respond to the City's comments on the Preliminary Draft MND, resubmit the document for City approval, and publish for public review.

TASK 6.7 – MITIGATION MONITORING AND REPORTING

LSA will also include a Mitigation Monitoring Program in the document which outlines timing and responsibility assignments for implementing each measure.

TASK 6.8 – CATEGORICAL EXCLUSION (CE)

For processing NEPA, LSA will prepare a CE determination form for approval by Caltrans and FHWA. A summary document (two to three pages) of the environmental issues and project findings will be prepared to attach to the CE.

TASK 6.9 – TECHNICAL STUDIES

The following technical studies are anticipated for this project. The studies consist of:

- Biological Resources
- Water Resources
- Land Use
- Air Quality
- Noise
- Cultural Resources
- Services and Utilities
- Hazardous Materials

DELIVERABLES:

- Admin, Preliminary, and Public Review Draft MND
- Draft & Final Technical Studies
- Draft & Final Mitigated Neg. Dec.
- Categorical Exclusion

TASK 7 – PUBLIC OUTREACH

Circle Point staff will support the City's Neighborhood Services Department to develop a Public Outreach Plan that will fully engage residents, seeking their input throughout the project and at key milestones. At the start, CirclePoint will develop a database of property owners and stakeholders within the project's vicinity who should receive informational materials and meeting announcements concerning the project. CirclePoint staff will maintain and update this mailing list. As directed by the City, CirclePoint will schedule a public meeting place early in the design process to be used to conduct up to two 2-hour community meetings to educate the community on what is being proposed and identify any critical issues residents might have. CirclePoint staff will reserve meeting space and coordinate logistics with the City. CirclePoint will provide one staff member for the meetings and will provide meeting summary notes and participant comments.

Deliverables:

- Project fact sheets
- Public meeting logistics and meeting minutes for up to two community meetings
- Public mailing list and database

TASK 8 — DRAFT FOUNDATION MEMO (FOR BRIDGE TYPE SELECTION)

Prepare strategy technical memorandum including seismic design criteria, liquefaction recommendations, and preliminary recommendations for foundations for the structure to assist in the type selection evaluations. As-built borings will be utilized for this phase of the work.

DELIVERABLES:

- One-page preliminary geotechnical Memo

TASK 9 — DESIGN HYDRAULIC STUDY REPORT

This scope has been prepared to address the hydrologic and hydraulic study requirements for scour evaluation of the existing bridge and to address replacement candidate and preferred bridge hydraulic design requirements and prepare a Design Hydraulic Study. Although a FEMA map revision may be recommended if a project affecting the Base Flood extent or profile is selected for design, services for preparation of a FEMA map revision application have not been included in this scope. Likewise, services for additional study and documentation that may be necessary for specifically addressing the concerns of the State of California Reclamation Board have not been included in this proposal. The need for services addressing both of these agencies requirements are a function of the flood hydraulic performance of the project selected for final design. SAFCA will be consulted prior to modeling so that local requirements and preferences are considered in the hydraulic modeling.

TASK 9.1 — SITE VISIT AND INITIAL MEETING

Pacific Hydrologic Incorporated (PHI) will conduct a single site visit and initial meeting to discuss bridge scour conditions and potential mitigations, identify recent high water marks if possible, document existing stream channel conditions, and identify survey requirements for hydraulic modeling purposes. Photographs will be taken and data available from the City of Sacramento (previous related reports, historic photographs, etc.) will be collected during the initial meeting. Any applicable local ordinances, codes and regulations that may affect bridge design will need to be declared by the City of Sacramento during the site visit and initial meeting. PHI will attend one additional site visit or progress meeting as needed.

TASK 9.2 — HYDROLOGIC ANALYSIS

Identify the appropriate design flood (usually the most probable 50-year flood), base flood (most probable 100-year flood), flood of record and the overtopping flood. These floods will be determined using two or more hydrologic methods including regression from nearby representative gaged basins and, if necessary, rainfall-runoff modeling. Previously prepared hydrologic analysis will be reviewed and considered if available and appropriate. A flood frequency curve for Arcade Creek will be prepared.

TASK 9.3 — EXISTING CONDITION HYDRAULIC ANALYSIS

An existing condition backwater model will be needed to identify and document existing hydraulic conditions and to serve as a basis of comparison with which to evaluate preliminary and preferred bridge configurations. Set up an existing condition backwater model at the bridge and calibrate to known high water marks if available and to SAFCA models. Prepare existing condition stage discharge curves and flood profiles at the bridge. The Corps of Engineer's HEC-RAS backwater model will be used for these

analyses. Identify the existing condition water surface profiles for the most probable 50- and 100-year floods, floods of record and the overtopping floods.

TASK 9.4 — PRELIMINARY PROJECT HYDRAULIC ANALYSIS

Set up backwater models at the bridge site representing up to three preliminary projects consisting of candidate replacement bridge configurations. As appropriate for the candidate projects, estimate the project flood impact, hydraulic characteristics for determining potential scour, design and base flood water surface profiles, recommended minimum soffit elevations, and other hydraulic information that may be needed for project evaluation. This information will be provided to the bridge design consultant by memorandum. This memorandum, when supplemented with economic and other bridge considerations from other disciplines, can be used to complete a Location Hydraulic Study.

TASK 9.5 — FINAL PROJECT HYDRAULIC ANALYSIS

After identification of a preferred project, prepare a final backwater model representing the project including additional project details. Using this model, identify preferred project flood impact, design flood and base flood water surface profiles, hydraulic characteristics for determining potential scour, recommended minimum soffit elevations, and other hydraulic information that may be needed for project design. Identify the minimum appropriate soffit elevation to meet currently recommended design standards of Caltrans, and FHWA. Identify the minimum required conveyance capacity of the bridge of the preferred project and identify the effects of the bridge on risk of flood damage to structures. Prepare figures showing flood profiles and stage-discharge curves as appropriate.

TASK 9.6 — SCOUR AND EROSION ANALYSIS

Determine the potential abutment, contraction and pier scour as applicable for the candidate and preferred project using methods presented in FHWA HEC-18. Determine the potential for degradation and channel migration considering historic changes in channel geometry and land use using the Type 1 qualitative analysis described in FHWA HEC-20.

TASK 9.7 — REPORT

Prepare two copies of a comprehensive draft and up to five copies of a DHS report for the preferred project. The report will be prepared in a semi-tabular format with sections including: Executive Summary, Introduction, Description of basin, Description of stream and site, Hydrologic analysis, Hydraulic analysis, Scour and erosion, Other considerations, and Conclusions and Recommendations. The introduction will identify the purpose of the study, describe the existing and proposed bridges and identify the significance of the bridge. The description of the basin will include basin location, area, precipitation, elevation, land use and vegetation, aspect, etc. The site description will include a description of the stream, streambed materials, observed erosion or deposition, etc. The sections on hydrologic analysis, hydraulic analysis and scour and erosion will describe data, assumptions and methodologies of the respective analyses. The section on other considerations will identify other constraints to bridge configuration that may affect hydraulic conditions, properties at risk of flooding, significance of properties at risk of flooding, environmental considerations, etc. The section on conclusions and recommendations will present the results of the analyses, identify

bridge hydraulic design requirements and recommend measures appropriate to minimize the risk of damage to the bridge and other structures (if impacted by the bridge project) during the most probable 100-year flood. Figures, photographs and tables will be included as appropriate. The DHS report will address the appropriate concerns presented in the Caltrans Local Programs Manual.

DELIVERABLES:

- Two (2) copies of the comprehensive draft report
- Five (5) copies of the Design Hydraulic Study

TASK 10 — BRIDGE TYPE SELECTION MEMO/PRELIMINARY DESIGN

This task provides for the preliminary engineering, detailing and estimating for preparing the preliminary alignment, profile, and staged construction sequence. It is assumed that the bridge will need to be constructed in staged in order to maintain traffic at all times, with intermittent closures only. This task also includes the Bridge Type Selection Memo in conformance with Caltrans Bridge Memo to Designers 1-29. The scope assumes one Bridge Type Selection Meeting to be attended by the Project Manager and the bridge project engineer.

PHASE 2: FINAL DESIGN

Following approval of the Environmental Document TYLI will prepare the final PS&E to City and Caltrans format requirements.

TASK 11 — PHASE 2 PROJECT MANAGEMENT

The Project Manager will be responsible for the administrative aspects of work needed to meet the contract goal. The Project Management tasks will be performed primarily by the Project Manager, with support from the Environmental Services Manager, the Production Manager and the Project Engineer.

TYLI will manage the project by tracking the schedule, budget and value of the products produced. TYLI will create and maintain an "issues log" for the project, which will list issues encountered that require a decision, the responsible decision-maker for that issue, and the date and decision that was made. This "issues log" will be transmitted to the City on a regular basis.

Progress reports will be prepared and submitted to the City each month. The progress reports will identify work completed to date, work performed in the prior month, work anticipated for the next month, and action items necessary to keep the project on track and moving forward. TYLI will also prepare and maintain a CPM schedule to forecast workload on the project including design, environmental, right-of-way and permitting activities. A revised schedule will be prepared and submitted with each progress report.

The TYLI Environmental Services Manager will assist the TYLI Project Manager with oversight of the environmental permits. The TYLI Production Manager will assist the Project Manager with tasks related to project production, such as internal resource scheduling and project document control.

The TYLI project manager will be responsible for project quality assurance as part of the Project Management hours allocated to the project, and the periodic QC reviews required by the Quality Control Plan will be performed within the hours allocated for each task.

DELIVERABLES:

- Monthly progress reports with issues log and schedule update
- Agendas and meeting minutes for each external meeting (Assume 5 meetings this phase)
- QC checklists with milestone submittals

TASK 12 — GEOTECHNICAL INVESTIGATION AND PAVEMENT DESIGN

Parikh Consultants will drill three exploratory borings. The depths of these borings will be on the order of 80 feet. Additionally, two shallow (15') borings will be drilled for the proposed retaining walls and approach roadway to collect soil samples for the pavement design and R-value tests and retaining wall design. Detailed scope for preparing these reports is as follows:

TASK 12.1 – RESEARCH, DATA COLLECTION AND PERMITS

Review of additional available geologic and soil literature in the vicinity of the site including review of the as-built drawings and existing LOTB.

Permits/USA Clearance: Comply with any special permit requirements by American River Flood Control District (DWR if necessary) and SAFCA. Field locate the borings and call for USA clearance.

TASK 12.2 – FIELD EXPLORATION

Research and review data from previous soil borings in the project vicinity. For the proposed bridge, drill 3 borings up to 80 feet deep. In addition, two borings will be drilled to 15' depth for the proposed retaining walls and approach roadway. The boring locations will depend upon the available access and any boring data from previous studies. This scope assumes using a truck mounted drill rig for two of the borings, with a track rig or an all terrain rig for one boring within the upper creek bank. Nominal traffic control for shoulder work is assumed.

Classify and continuously log subsurface soil conditions encountered in each test boring at the time of drilling. Obtain "relatively undisturbed" and bulk samples of substrata from test borings. The borings will be drilled and capped (grouted) in accordance with the permit requirements.

TASK 12.3 – LABORATORY TESTING

Perform laboratory tests on representative soil samples such as moisture density, unconfined compression, gradation analyses, corrosion tests, R value, and Plasticity Index test as necessary.

TASK 12.4 – SOILS ANALYSIS/EVALUATION

Perform engineering analyses and develop design recommendations for the proposed foundations.

TASK 12.5 – FINAL GEOTECHNICAL REPORT PREPARATION

Prepare detail report including design recommendations for foundation type and footing elevations lateral design capacities, pile foundation recommendations or spread footings.

Discuss seismic considerations, evaluate the liquefaction potential and comment on the site soil conditions from the standpoint. Information related to Caltrans Seismic design criteria in accordance with SDC v 1.4 guidelines shall be provided.

Prepare a Geotechnical Foundation report for the structure, retaining walls and approaches in accordance with Caltrans guidelines.

Using the general plan as a base map, we will provide boring logs in accordance with Caltrans standards.

DELIVERABLES:

- Five (5) copies of the Draft and Final Foundation Report.
- Log of test Borings

TASK 13 — UTILITY COORDINATION AND WATERLINE DESIGN

TYLI will provide utility relocation coordination with the various public and private utility companies in order to provide requested utility conduits in the new bridge structure and accommodate any necessary utility relocation. It is assumed that the utility companies will provide any design details and potholing necessary to relocate their facilities. TYLI will coordinate with the City and provide design details for the design and relocation of the City's 12" waterline on the new bridge. It is assumed that the City will provide TYLI with any standard City details and waterline specifications. Utility coordination with the various utility companies will follow the standard "A-B-C" letter notification process. TYLI will prepare the utility letters for City signature along with copies of the plans and project details.

TASK 14 — FINAL DESIGN

The TYLI team will perform the detailed design. The PS&E submittals will be in accordance with City and Caltrans standards.

TASK 14.1 — PREPARE 60% PLANS AND ESTIMATE (P&E)

The 60% submittal will include the unchecked bridge details, a progress print of the roadway plans and any changes needed to the estimated project cost. TYLI will conduct a QC review of the 60% plans prior to submittal.

TASK 14.2 — LANDSCAPING PLAN

Orsee will meet with the project team and the City to discuss landscape concepts and/or requirements. This will include identifying agencies with permitting authority with respect to landscape and maintain communication and coordination efforts with each agency throughout the design phase of the work.

A conceptual landscaping plan will be prepared for the entire project, including layout and typical cross-section. Conceptual plans may include a median and the bordering landscape areas along Norwood Avenue at the bridge approaches. The conceptual plan will be used to convey the major landscape features of the project during the public meetings.

Once approved by the City, 60%, 90%, and 100% landscape and irrigation plans will be developed for the project.

TASK 14.3 — LIGHTING

Using the obtained information, Y&C will prepare lighting plans, specifications, and estimates (PS&E) for the Norwood Avenue within the project limits. In addition,

reinstallation of detector loops (or replaced with video detection) at the Lindley Drive/Norwood Avenue and Fairbanks Avenue/Norwood Avenue intersections will be shown on the lighting plans. The signal interconnect design along the Norwood Avenue between Lindley Drive and Fairbanks will also be shown on the lighting plans.

TASK 14.4 -- SUBMIT 60% P&E

The 60% P&E will be submitted to the City for review. Comments that arise from the City 60% review will be incorporated as appropriate into the 90% PS&E.

TASK 14.5 -- BRIDGE INDEPENDENT CHECK

TYLI will perform an independent design check of the bridge plans in conformance with usual Caltrans bridge design procedures.

TASK 14.6 -- PREPARE 90% P&E

In conjunction with the independent bridge design check, TYLI will advance the roadway plans to the 90% completion level. The cost estimate will be updated if needed. TYLI will conduct a QC review of the 90% P&E prior to submittal to the City. These plans will be used for performing the quantity takeoffs and for preparing the Special Provisions (Section 8-9-10) and the coded item list.

TASK 14.7 -- SUBMIT 90% PS&E

The 90% PS&E will be submitted to the City for review. Comments that arise from the City 90% review will be incorporated as appropriate into the Final PS&E.

TASK 14.8 -- PREPARE 100% PS&E

Following completion of the 90% review and comments, TYLI will proceed to the final submittal. Quantity takeoffs and the marginal estimate will be prepared. Section 8, 9 and 10 of the Special Provisions will be prepared. TYLI will conduct an independent QC review of the final PS&E to ensure that the 100% PS&E is complete and ready to advertise for bidding. These

TASK 14.9 -- SUBMIT 100% PS&E

The 100% PS&E will be submitted to the City for review. Comments that arise from the City 100% review will be responded to and incorporated as appropriate prior to submitting the signed and sealed PS&E.

TASK 14.10 -- SUBMIT PS&E BID SET

Any applicable comments from the 100% PS&E review will be incorporated into the PS&E. The PS&E will be plotted, signed sealed and delivered to the City for advertising.

DELIVERABLES:

- One (1) set of original stamped and signed 24x36 on mylar.
- Five (5) sets of 11x17 copies of the final plans, special provisions (one-sided) and Engineers Estimate
- Two (2) copies of the checked quantity calculations, final design calculations, and independent check calculations.
- Resident Engineer's (RE) file (City format)
- One (1) electronic copy of the submittal in PDF and AutoCAD formats

TASK 15 — PERMITS AND APPROVALS

TYLI will assist the City with the necessary permit information in order for the City to obtain the permits. Permits being prepared by the City as part of the environmental processing will be coordinated with the design.

It is anticipated that the following permits will be required:

- Nationwide Permit Verification (Clean Water Act, Section 404)
- Water Quality Certification (Clean Water Act, Section 401)
- Streambed Alteration Agreement (Fish and Game 1602)

ATTACHMENT 1
TO
EXHIBIT B

TY LIN FEE PROPOSAL SUMMARY
Norwood Avenue Bridge.

Total Design Fee Summary

TY LIN INTERNATIONAL FEE SUMMARY BY PHASE/TASK		TY LIN LABOR		SUBS		EXPENSES		FEE		TOTAL	
Preliminary Engineering, Design, and Construction Support Phase											
Phase	TASK										
1	Preliminary Engineering	\$ 177,683	\$	287,888	\$	6,179	\$	17,768	\$	489,518	
2	PS&E	\$ 388,566	\$	26,000	\$	826	\$	38,857	\$	454,248	
Totals:		\$ 566,248	\$	313,888	\$	7,005	\$	56,625	\$	943,766	

PRELIMINARY ENGINEERING AND SUPPLEMENTAL TASK BREAKDOWN
Preliminary Engineering Phase Subtotal

FEE SUMMARY BY PHASE AND FIRM		FIRM												TOTAL			
Preliminary & Final Design Phase		TYLL	Parikh Consultants	PHI	LSA	GTS	Orsee	Circle Point	Y&C								
Phase	PHASE																
1	Preliminary Engineering	\$201,630	\$	46,010.00	\$	21,610.00	\$	91,273.00	\$	82,178.00	\$	25,600.00	\$	21,219.00	\$	21,000.00	\$489,518
2	PS&E	\$428,248	\$	5,000.00	\$	-	\$	-	\$	-	\$	-	\$	-	\$	21,000.00	\$454,248
Totals:		\$629,878.40	\$	\$51,010.00	\$	\$21,610.00	\$	\$91,273.00	\$	\$82,178.00	\$	\$25,600.00	\$	\$21,219.00	\$	\$21,000.00	\$943,766

TY LIN FEE PROPOSAL SUMMARY
Norwood Avenue Bridge.

Project: Norwood Avenue Bridge
Phase: 1 Preliminary Engineering
Other Direct Costs

REIMBURSABLE EXPENSES					
Travel (mileage)	160 Miles	@	5	0.445	\$ 71.20
Utility Printing	12 Locations	@	\$	500.00	\$ 6,000.00
Plan Reproduction	0 Full Size Sheets	@	\$	3.00	\$
Outside Photocopies	150 Each	@	\$	0.12	\$ 18.00
Overnight Service	6 Each	@	\$	15.00	\$ 90.00
Color Copies	0 Each	@	\$	1.00	\$
Graphics	0 Boards	@	\$	45.00	\$
Subtotal REIMBURSABLE EXPENSES					\$ 6,179.20
Reimb Expense Markup					0%
Total REIMBURSABLE EXPENSES					\$ 6,179.20
SUBCONSULTANT SERVICES					
Parish Consultants				\$	37,455.00
PHI				\$	21,410.00
LSA				\$	91,275.00
GTS				\$	82,176.00
Office				\$	25,500.00
Circle Point				\$	21,219.00
VAC				\$	8,415.00
Parish Consultants (ISA)					
Subtotal - SUBCONSULTANT SERVICES					\$ 287,889.00
Subconsultant Markup					0%
Total - SUBCONSULTANT SERVICES					\$ 287,889.00
PHASE TOTALS					
SUBTOTAL OTHER DIRECT COSTS					\$ 294,097.20
SUBTOTAL DIRECT LABOR + OVERHEAD					\$ 177,882.52
FEE @ 10%					\$ 17,788.25
TOTAL THIS PHASE					\$ 489,517.97

TY LHM FEE PROPOSAL SUMMARY
 Homewood Avenue Bridge

Project: Homewood Avenue Bridge
 Phase: 2 PS&E
 Direct Labor Cost

Task	Task Description	Classification	Estimated Labor Hours										Labor Total					
			Design	Construction	Operations	Administration	Professional	Engineering	Surveying	Geotechnical	Environmental	Admin	Hours	Amount				
11	Task 3 Project Initiation																	
12	Utility Coordination and Waterline Design																	
14	Final PS&E																	
14.1	Prepare 60% Plans and Estimate																	
14.1.1	60% Bridge																	
14.1.2	60% Roadway																	
14.1.3	60% Estimate																	
14.1.4	60% Utilities																	
14.1.5	60% Geotechnical																	
14.1.6	60% Environmental																	
14.1.7	60% Admin																	
14.2	100% Bridge																	
14.2.1	100% Bridge																	
14.2.2	100% Roadway																	
14.2.3	100% Estimate																	
14.2.4	100% Utilities																	
14.2.5	100% Geotechnical																	
14.2.6	100% Environmental																	
14.2.7	100% Admin																	
14.3	Submit 60% PS&E																	
14.3.1	Submit 60% PS&E																	
14.4	Independent Bridge Check																	
14.4.1	Independent Bridge Check																	
14.5	Prepare 90% PS&E																	
14.5.1	90% Bridge																	
14.5.2	90% Roadway																	
14.5.3	90% Estimate																	
14.5.4	90% Utilities																	
14.5.5	90% Geotechnical																	
14.5.6	90% Environmental																	
14.5.7	90% Admin																	
14.6	Submit 90% PS&E																	
14.6.1	Submit 90% PS&E																	
14.7	100% Bridge																	
14.7.1	100% Bridge																	
14.7.2	100% Roadway																	
14.7.3	100% Estimate																	
14.7.4	100% Utilities																	
14.7.5	100% Geotechnical																	
14.7.6	100% Environmental																	
14.7.7	100% Admin																	
14.8	QC 100% Submittal																	
14.8.1	QC 100% Submittal																	
14.9	Submit 100% PS&E																	
14.9.1	Submit 100% PS&E																	
14.10	Respond to comments																	
14.10.1	Respond to comments																	
14.11	Permit and Approvals																	
14.11.1	Permit and Approvals																	
15																		
Total Hours:			154	160	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Per Hour:			172.50	60.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal Amount:			11,250.00	6,050.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

3% SALARY ESCALATION
 162.25% COMPOUND ANNUAL RISE
 DIRECT LABOR - OVERHEAD

TY LIN FEE PROPOSAL SUMMARY
Norwood Avenue Bridge.

Project: Norwood Avenue Bridge
Phase: 2 PS&E
Other Direct Costs

REIMBURSABLE EXPENSES			
Travel (mileage)	160 Miles	0.445	\$ 71.20
Meals	0 Meals	10.00	\$ -
Plan Reproduction	25 Full Size Sheets	5.00	\$ 125.00
Outside Photocopies	4500 Each	0.12	\$ 540.00
Overnight Service	6 Each	15.00	\$ 90.00
Color Copies	0 Each	1.00	\$ -
Graphics	0 Board	45.00	\$ -
Subtotal REIMBURSABLE EXPENSES			\$ 826.20
Reimb. Expenses Markup		0%	\$ -
Total REIMBURSABLE EXPENSES			\$ 826.20

SUBCONSULTANT SERVICES			
Parikh Consultants			\$ 5,000.00
PHI			\$ -
LSA			\$ -
GTS			\$ -
Orsre			\$ -
Circle Point			\$ 21,000.00
Y&C			\$ -
Parikh Consultants (ISA)			\$ -
Subtotal - SUBCONSULTANT SERVICES			\$ 26,000.00
Subconsultant Markup		0%	\$ -
Total - SUBCONSULTANT SERVICES			\$ 26,000.00
PHASE TOTALS			
SUBTOTAL OTHER DIRECT COSTS			\$ 26,826.20
SUBTOTAL DIRECT LABOR + OVERHEAD			\$ 389,565.68
FEE		10%	\$ 38,956.57
TOTAL THIS PHASE			\$ 454,248.43

PARIKH CONSULTANTS, INC.

Geotechnical Engineering Services

101106

Job No: 2672.GEO

Client: City of Sacramento

Task: Env Phase and Foundation Report

Location: Norwood Avenue Bridge over Arcade Creek

Env. Phase

P & E Phase

Preliminary Report	Coordination	Field	Laboratory	Analysis	Foundation	Design Review/
Type Selection	Permit/Util. Clear	Exploration	Testing		Report	Consultation
Env Phase	MS 1	MS 2	MS 3	MS 4	MS 5	MS 7 MS6
HR	COST	COST	COST	COST	COST	COST

UNIT	HOURS	SUB-TOTALS									
------	-------	------------	------	-------	------------	------	-------	------------	------	-------	------------

PERSONNEL	RATE	UNIT	TOTALS	UNIT	TOTALS	UNIT	TOTALS	UNIT	TOTALS	UNIT	TOTALS
1. Project Manager	74.21	28.0	2077.88	4.0	296.84	2.0	148.42	0.00	0.00	8.0	593.68
2. Senior Geologist	60.00	0.0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
3. Project Soils Engineer	51.97	64.0	3328.08	12.0	623.64	2.0	103.94	2.0	103.94	24.0	1247.28
4. Staff Engineer	35.69	86.0	3069.34	16.0	571.04	0.00	0.00	0.00	36.0	1284.84	
5. Field Engineer	33.89	38.0	1287.82	0.0	0.00	8.0	271.12	30.0	1016.70	0.00	
6. Technician	37.56	40.0	1502.40	0.00	0.00	0.00	0.00	40.0	1502.40	0.00	
7. Engineering Draftsperson	27.76	12.0	333.12	0.00	0.00	0.00	0.00	0.00	0.00	12.0	333.12
DIRECT LABOR			11,596.64	32.0	1491.52	10.0	419.54	32.0	1120.64	42.0	1606.34
										68.0	3125.80
										80.0	3613.00
										4.0	219.80

OVERHEAD + FRINGES (140% of direct labor)	UNIT	TOTALS	UNIT	TOTALS	UNIT	TOTALS	UNIT	TOTALS
		16,235.30		2,088.13		587.36		1,568.90
								2,248.88
								4,376.12
								5,058.20
								307.72

FIXED FEE (10% of labor + overhead + fringes)	UNIT	TOTALS	UNIT	TOTALS	UNIT	TOTALS	UNIT	TOTALS
		2783.19		357.96		100.69		288.95
								395.52
								750.19
								887.12
								52.75

OTHER DIRECT COSTS	UNIT	TOTALS	UNIT	TOTALS	UNIT	TOTALS	UNIT	TOTALS	UNIT	TOTALS
1. Travel Mileage	\$0.445	120.0	\$3.40	0.00	0.00	30.0	13.35	90.0	40.05	0.00
2. Permits- Sac County	\$250.00	1.0	250.00	0.00	0.00	1.0	250.00	0.00	0.00	0.00
3. Drilling Costs (\$@15-80)*	\$220.00	32.0	7040.00	0.00	0.00	32.0	7040.00	0.00	0.00	0.00
4. Grouting of holes	\$4.00	270.0	1080.00	0.00	0.00	0.00	0.00	270	1080.00	0.00
5. Cutting Disposal	\$180.00	12.0	2160.00	0.00	0.00	0.00	0.00	12	2160.00	0.00
6. Reproduction	\$100.00	1.0	100.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
7. Traffic Control/Barricade	\$725.00	1.0	725.00	0.00	0.00	0.00	0.00	1	725.00	0.00
8. Handling charge 5%			570.42	0.00	0.00	13.17	408.00			0.00
MILESTONE SUBTOTALS			3,937.61			1,384.10	14,411.54			8,252.11
Through Strategy Report			\$ 3,937.61							
Final PS & E			\$ 38,512.09							
TOTAL			\$42,593.95							

RATES VALID THROUGH 2007
 Drilling includes 3 borings to 80' and two borings to 15' depth.
 Soil cuttings may be dispersed at the site.

Phase I Initial Site Assessment

PARIKH CONSULTANTS, INC.

Job # 2672 ISA

Client: City of Sacramento

Task: Phase I ISA

Location: Norwood Avenue Bridge over Arcade Creek

Research Data	Field & Data Review	Report Preparation	Post Report Comments/Response
EDR & Files	Site Visits/Interviews		

PERSONNEL	RATE	UNIT	HOURS	SUB-TOTALS	MS				COST			
					1	2	3	4				
					HR	COST	HR	COST	HR	COST	HR	COST
1. Project Manager	74.21	10.00	742.10		0.0	0.00	2.0	148.42	6.0	445.26	2.0	148.42
2. Senior Geologist	60.00	0.00	0.00			0.00		0.00		0.00		0.00
3. Project Soils Engineer	51.97	9.00	467.73		1.0	51.97	4.0	207.88	4.0	207.88	0.0	0.00
4. Staff Engineer	35.69	46.00	1641.74		4.0	142.76	12.0	428.28	30.0	1070.70		0.00
5. Field Engineer	33.89	0.00	0.00			0.00		0.00		0.00		0.00
6. Technician	37.56	0.00	0.00			0.00		0.00		0.00		0.00
7. Engineering Draftsperson	27.76	2.00	55.52			0.00		0.00	2.0	55.52		0.00
DIRECT LABOR			2,907.09		5.0	194.73	18.0	784.58	42.0	1779.36	2.0	148.42

OVERHEAD + FRINGES (140% of direct labor)												
	4,089.93					272.62				1,098.41		2,491.10
												207.79

FIXED FEE (10% of labor + overhead + fringes)												
	697.70					46.74				188.30		427.05
TOTAL LABOR COSTS			\$7,674.72									35.62

OTHER DIRECT COSTS												
1. Travel Mileage	\$0.45	160.0	71.20	80.0	35.60	80.0	35.60	0.00	0.00	0.00		0.00
2. EDR Report	\$550.00	1.0	550.00	1.0	550.00		0.00	0.00	0.00	0.00		0.00
3. Review of Aerial Photographs	\$0.00	1.0	0.00	1.0	0.00		0.00	0.00	0.00	0.00		0.00
4. Grouting (per meter)	\$0.00	0.0	0.00		0.00		0.00	0.00	0.00	0.00		0.00
5. Cutting Disposal	\$0.00	0.0	0.00		0.00		0.00	0.00	0.00	0.00		0.00
6. Traffic Control/Barricades	\$0.00	0.0	0.00		0.00		0.00	0.00	0.00	0.00		0.00
7. Reproduction	\$50.00	0.0	0.00		0.00		0.00	0.00	1.00	50.00		0.00
8. Handling Charge	10.00%	1.0	67.12		58.56		3.56			5.00		0.00
TOTAL DIRECT COSTS			\$ 738.32									0.00

MILESTONE SUBTOTALS												
	1,158.25					2,110.45				4,752.51		391.83
TOTAL			\$8,413.04									

EDR Report is a research database on a point based study for 1.6km radius.

No field exploration & testing included.

PRICE PROPOSAL
ENVIRONMENTAL PHASE
Arcade/Norwood Bridge

NAME OF CONSULTANT

LSA Associates

1	DIRECT LABOR (Specify)	Hourly Rate	Hours	Total (\$)
	Principal in Charge	\$60.00	90	\$ 5,400
	Environmental Planner	\$22.50	200	\$ 4,500
	Principal - Biologist	\$57.50	6	\$ 345
	Associate - Biologist	\$31.75	60	\$ 1,905
	Senior Biologist	\$29.00	90	\$ 2,610
	Biologist	\$24.04	20	\$ 481
	Biologist	\$22.00	20	\$ 440
	Principal - Cultural Resources	\$44.23	35	\$ 1,548
	Senior Cultural Resources Manager - Historian	\$36.75	25	\$ 919
	Senior Cultural Resources Manager	\$21.83	160	\$ 3,493
	Archaeologist - Field	\$18.00	98	\$ 1,764
	Graphics	\$26.00	108	\$ 2,808
	Word Processor	\$22.00	43	\$ 946
	Production	\$18.18	44	\$ 800
	TOTAL		999	\$ 27,958
	Salary Escalation			\$ 1,398
	TOTAL LABOR			\$ 29,356
2	INDIRECT COSTS (Overhead, G&A - Specify)	Burden Rate	X Base (Total #1)	Burden (\$)
	Field Office Overhead Rate			
	Home Office Overhead Rate	164.4%	\$ 29,356	\$ 48,256
3	TOTAL DIRECT LABOR AND INDIRECT COSTS (sum of lines 1 & 2)			\$ 77,612
4	PROFIT	Percent	x Base (line 3)	Fee/Profit (\$)
		10.00%	\$77,612	\$ 7,761
5a	OTHER DIRECT COSTS			
	Local Travel			\$ 690
	Copying			\$ 2,710
	Records Search			\$ 500
	TOTAL			\$ 3,900
5b	SUBCONSULTANTS			
	Bas consultant			\$ 2,000
	TOTAL			\$ 2,000
6	Administrative Fee for ODCs	Percent	x Base	Fee (\$)
	Administrative Fee for subconsultants	0.00%	\$ -	\$ -
7	TOTAL PROPOSAL (sum of lines 3, 4, 5 & 6)			\$ 91,273

OVERHEAD RATE AND GENERAL AND ADMINISTRATION RATE INFORMATION

Accounting Period Covered

a. Government Audit Performed

CY 2002
Provisional

b. Name and Address of Government Agency Making Audit

2/6/2007
DATE

SIGNATURE AND TITLE OF AUTHORIZED REPRESENTATIVE OF CONSULTANT

GEOMATICS TRANSPORTATION SERVICES, INC.

Scope & Budget

Project: Norwood Avenue Bridge Replacement (at Arcade Creek) - City of Sacramento

P06-2-67

Project Limits: Norwood Avenue, 1800', from 500' north of Fairbanks Avenue, south to Lindley Way

Prepared By: Lee Hixson Checked By: Rich Ray

2/7/2007 REVISED

Client: T. Y. Lin (City of Sacramento)

	SURVEY MANAGER	PROJECT SUPERVISOR	SUPERVISOR	ASSISTANT SUPERVISOR	CADD SPECIALIST	2-PERSON CREW (CREW HOURS)	OTHER DIRECT COSTS	LABOR TOTALS	
								HOURS	AMOUNT
1) General Research: maps, deeds, County, City	2	16					\$200.00	18	
a. recon HPGN & USGS points, 3rd Order or better	2	6						15	
b. set secondary control points; set aerial targets (max. of 8)				7				20	
c. GPS Rapid Static Survey thru all control points and flight targets				4				8	
d. Differential level network thru control points and flight targets				6			\$400.00	16	
e. Network adjustments and reports				6				16	
2) Topo Survey: Norwood Avenue (RTK, conventional)	3	16						16	
a. outside creek area: x-sect. on 50' stations, from fence to fence (or to 50' beyond R/W where no fence)	2	4						4	
b. in creek area: x-sect. on 50' stations, to 100' east & west of CL			3					3	
c. locate all surface utilities & primary bridge features			2					2	
3) Topo Survey of Arcade Creek	2	4						4	
a. x-sect on 50' sta. at bridge face, & 3 more east & west of face								2	
4) Land Net Survey - Norwood R/W alignment only	2	8					\$200.00	12	
a. analyze, pre-calculate record maps; create search coordinates								4	
b. locate monuments that control alignment of Norwood Avenue								4	
c. additional ties; follow-up searches								4	
d. determine alignment of Norwood Ave. in project area	2	12						12	
5) Acquisition Plat (61/2x11) & Legal Descriptions (up to 3 total)	4	32						32	
prepare 2 TCEs and 1 "take"								14	
5) Meetings: attend up to two meetings	6	8						8	
6) General QC/QA of all phases	6	8						8	
Notes & Assumptions									
a. Agency will provide title reports and support docs									
b. Any map checking fees are excluded from this scope of work									
c. No material discrepancies will be found in record information									
d. Record of Survey excluded									
GTS TOTAL HOURS	25	112	9	29	156	176		507	
Aerial Subconsultant Fee (Radman)							\$7,675.00		
GTS ODC's: Mail/UPS, Parking, Tolls, Reprographics, Research, GPS Equip							\$1,000.00		
GTS TOTAL FEE	\$3,300.00	\$14,224.00	\$1,048.50	\$3,248.00	\$15,600.00	\$36,080.00	\$8,675.00	\$82,176	

ORSEE ASSOCIATES
FEE PROPOSAL
NORWOOD BRIDGE REPLACEMENT

**Labor and ODC Rates
Hourly Wage**

Job Title and Category	Base Hourly Wage	Audited Gov Rate 1.822 2002 W/ 10% Profit	Current OH Rate 2.18 W/ 10% Profit
Harry Nakagawara, Principal Landscape Architect	\$ 40.00	\$ 124.17	\$ 139.92
Tim Hiraoka, Principal Landscape Architect	\$ 38.00	\$ 117.96	\$ 132.92
William Owen, Sr Assoc Landscape Architect/Arborist	\$ 30.00	\$ 93.13	\$ 104.94
Jeana D'Angelo, Sr. Tech	\$ 28.00	\$ 86.92	\$ 97.94
John Crandell, Landscape Architect	\$ 25.00	\$ 77.61	\$ 87.45
Bhawna Sapra, Draftsperson	\$ 26.00	\$ 80.71	\$ 90.95
Daniel Tillson R, Draftsperson	\$ 24.00	\$ 74.50	\$ 83.95
Dallas Davis, Draftsperson	\$ 15.00	\$ 46.56	\$ 52.47
Denise Roberts, Administrative	\$ 18.50	\$ 57.43	\$ 64.71

Other Direct Costs (ODCs) - w/o profit

Item	Unit	Base Year Rate	Option Year 1 Rate
Travel Expenses		JTR	JTR
Vehicle Mileage	\$0.37	JTR	JTR
Photocopies	each	0.4 or actual	\$
Plotting	sheet	\$5.60 or actual	\$
Soil Testing		actual cost	actual cost
Mailings and Communication		actual cost	actual cost
Miscellaneous Supplies		actual cost	actual cost
etc.			

ORSEE ASSOCIATES
FEE PROPOSAL
NORWOOD BRIDGE REPLACEMENT

Hourly Rates	Principal	Principal	Landscape	Landscape		Hours By Task	Cost by Task (Direct)	Cost by Task (Indirect)	Cost by Task (Profit Only)	Cost by Task (Incl Profit)
	Landscape Architect \$38.00	Landscape Architect 2 \$40.00	Landscape Architect \$25.00	Landscape Technician \$15.00	Clerical \$18.50					
Project Management										
PDT/Coordination	4					4	\$152	\$277	\$43	\$472
Informalton Gathering	2			4		6	\$136	\$248	\$38	\$422
Community Involvement	4					4	\$152	\$277	\$43	\$472
Landscaping-60% PS&E										
Estimate	0.5		1	2.5		4	\$82	\$148	\$23	\$253
Outline Specificaitons	2				2	4	\$113	\$206	\$32	\$351
Planting Plans	3		6	12		21	\$444	\$809	\$125	\$1,378
Irrigaiton Plans	3		6	12		21	\$444	\$809	\$125	\$1,378
Legends & Notes	1		2	4		7	\$148	\$270	\$42	\$459
Preliminary Details	2		4	8		14	\$296	\$539	\$84	\$919
Landscaping-90% PS&E										
Incorporate Comments from 60% submittal	1		2	4		7	\$148	\$270	\$42	\$459
Estimate	0.5		1	2		3.5	\$74	\$135	\$21	\$230
Special Provisions	3					3	\$114	\$208	\$32	\$354
Planting Plans	2		4	8		14	\$296	\$539	\$84	\$919
Irrigation Plans	2		4	8		14	\$296	\$539	\$84	\$919
Legends & Notes	0.5		1	2		3.5	\$74	\$135	\$21	\$230
Details	1		2	4		7	\$148	\$270	\$42	\$459
Plan Review		3		2		5	\$150	\$273	\$42	\$466
Landscaping-100% PS&E										
Incorporate comments from 90% submittal	1		2	4		7	\$148	\$270	\$42	\$459
Final Estimate			1	2	1	4	\$74	\$134	\$21	\$228
Final Special Provisions	2				2	4	\$113	\$206	\$32	\$351
Final Planting Plans	1		2	4		7	\$148	\$270	\$42	\$459
Final Irrigation Plans	1		2	4		7	\$148	\$270	\$42	\$459
Legends and Notes			1	2		3	\$55	\$100	\$16	\$171
Details			1	2		3	\$55	\$100	\$16	\$171
Plan Check		3		2		5	\$150	\$273	\$42	\$466
Resident Engineer File(Cut Sheets)	1			4		5	\$98	\$179	\$28	\$304
Bidding Assistance	24			16	2	42	\$1,189	\$2,166	\$336	\$3,691
Construction Assistance	40			24	4	68	\$1,954	\$3,560	\$551	\$6,066
Reimbursables Expenses										
Soil Testing								100		
Miscellaneous Graphic costs								250		
Plotting 3 submittals								1500		
Mileage (0.485/mile*500)								242.5		
								540		
Total Hours by Personnel	101.5	6	42	136.5	11	297				
Total Reimbursables								\$2,633		
Extended Cost by Personnel	\$11,973	\$745	\$3,259	\$6,356	\$632	\$22,965				
Total Cost Direct							\$7,398			
Total Cost Indirect							\$13,479			
Total Profit								\$2,088		
Total Cost (Direct, indirect, & Profit)								\$22,965		
Total Cost with Reimbursable Expenses								\$25,597		



Norwood Avenue at Arcade Creek Bridge Replacement Project
 Stakeholder Outreach
 CirclePoint

2/7/2007

Tasks	Hourly Salary				Total Hours	Cost
	PIC	PM	Associate	Coordinator/ Graphics		
Outreach Plan Development	3	15	25	5	48	\$ 1,387
Fact Sheets	2	30	70	35	137	\$ 3,611
Public Meetings and Hearings		8	35	0	43	\$ 1,047
Mailing List and Database Management			5	30	35	\$ 925
Total Labor	5	53	135	70	263	\$ 6,970

Other Direct Costs

Travel	\$ 200
Miscellaneous Printing	\$ 200
Misc Costs	\$ 500
Total ODC's	\$ 900

OVERHEAD	165.00%					\$ 11,501
FEE	10%					\$ 1,847
Total Cost Estimate						\$ 21,219

Assumptions:

- Fact Sheets – 3 two-page project fact/progress information pieces -- suitable for posting on the client/project website
- Client responsible for printing and distributing Fact Sheets to the project mailing list, if desired
- Public meetings and hearings – two 2-hour community meetings, includes: arranging logistics and providing record of meeting
- Client responsible for developing, printing and distributing meeting notification to the project mailing list (maintained by CirclePoint)
- Client responsible for developing meeting materials, including presentation.

City of Sacramento
Norwood Ave at Arcade Creek Bridge Replacement
Y&C's Fee Proposal
11-Jan-07

Task	D. Yau Engr. XII \$202.92	K. Chan Engr. X \$169.83	Engr. III \$77.55	Engr. II \$67.21	Total Hours	Labor Cost	Other Direct Costs*	Total Cost
1. Lighting Design	20	40	72	62	194	\$ 20,602	\$ 398	\$ 21,000
2. Bidding Assistance								-
3. Construction Support								-
TOTAL	20	40	72	62	194	\$20,602	\$398	\$21,000

* Other direct costs include auto mileage, outside copying services, blueines, express mail, etc.

NORMAN S. BRAITHWAITE, INCORPORATED
1050 West Street
Redding, CA 96001
Ph: 530.245.0864 Fax: 530.245.0867

October 18, 2006

Hydraulic Scoping and Design Hydraulic Studies
Norwood Avenue over Arcade Creek, City of Sacramento

INTRODUCTION

The existing Norwood Avenue bridge over Arcade Creek is considered deficient due to potential scour damage. The City of Sacramento desires to modify or replace the bridge to mitigate the risk of damage due to scour. The bridge is in a reach of Arcade Creek having flood risk mapped by FEMA using detailed study methods as well as in a reach of Arcade Creek under the jurisdiction of the State of California Reclamation Board. Additionally, the Base Flood (most probable 100-year flood) is contained by levees on both sides of the channel. Given these conditions, measures proposed to address the scour problem will not be allowed to increase the water surface elevation of the Base Flood or Reclamation Board Design Flood unless the levees upstream of the bridge are reconstructed or recertified to provide adequate protection for the higher water surface elevations. From a flood hydraulic perspective, the best reasonable solution for several reasons would be replacement of the existing bridge with one that is longer, has a higher soffit elevation, and has fewer pier bents in the flood channel. If such a bridge is justified, the water surface profile of the Base Flood may actually decrease in elevation upstream of the bridge and a FEMA "map" revision may be appropriate to identify the reduced flood risk upstream of the bridge.

This proposal has been prepared to address the hydrologic and hydraulic study requirements for scour evaluation of the existing bridge and candidate scour mitigation measures that may be investigated and, if the existing bridge is to be replaced, to address candidate and preferred bridge hydraulic design requirements and prepare a Design Hydraulic Study. Although a FEMA map revision may be recommended if a project affecting the Base Flood extent or profile is selected for design, services for preparation of a FEMA map revision application have not been included in this proposal. Likewise, services for additional study and documentation that may be necessary for specifically addressing the concerns of the State of California Reclamation Board have not been included in this proposal. The need for services addressing both of these agencies requirements are a function of the flood hydraulic performance of the project selected for final design.

SCOPE OF WORK

Site Visit and Initial Meeting:

Conduct a single site visit and initial meeting to discuss bridge scour conditions and potential mitigations, identify recent high water marks if possible, document existing stream channel conditions, and identify survey requirements for hydraulic modeling purposes. Photographs will be taken and data available from the City of Sacramento (previous related reports, historic photographs, etc.) will be collected during the initial meeting. Any applicable local ordinances, codes and regulations that may affect bridge design will need to be declared by the City of Sacramento during the site visit and initial meeting. Attend one additional site visit or progress meeting as needed.

Hydrologic Analysis:

Identify the appropriate design flood (usually the most probable 50-year flood), base flood (most probable 100-year flood), flood of record and the overtopping flood. These floods will be determined using two or more hydrologic methods including regression from nearby representative gaged basins and, if necessary, rainfall-runoff modeling. Previously prepared hydrologic analysis will be reviewed and considered if available and appropriate. A flood frequency curve for Arcade Creek will be prepared.

Existing Condition Hydraulic Analysis:

An existing condition backwater model will be needed to identify and document existing hydraulic conditions and to serve as a basis of comparison with which to evaluate scour countermeasures and, if replacement is considered, preliminary and preferred bridge configurations. Set up an existing condition backwater model at the bridge and calibrate to known high water marks if available. Prepare existing condition stage discharge curves and flood profiles at the bridge. The Corps of Engineer's HEC-RAS backwater model will be used for these analyses. Identify the existing condition water surface profiles for the most probable 50- and 100-year floods, floods of record and the overtopping floods.

Preliminary Project Hydraulic Analysis:

Set up backwater models at the bridge site representing up to six preliminary projects consisting of existing bridge scour countermeasures, candidate replacement bridge configurations, or a combination of both. As appropriate for the candidate projects, estimate the project flood impact, hydraulic characteristics for determining potential scour, design and base flood water surface profiles, recommended minimum soffit elevations, and other hydraulic information that may be needed for project evaluation. This information will be provided to the bridge design consultant by memorandum (if the replacement option is chosen, this memorandum, when supplemented with economic and other bridge considerations from other disciplines, can be used to complete a Location Hydraulic Study).

Final Project Hydraulic Analysis:

After identification of a preferred project, prepare a final backwater model representing the project including additional project details. Using this model, identify preferred project flood impact, design flood and base flood water surface profiles, hydraulic characteristics for determining potential scour, recommended minimum soffit elevations, and other hydraulic information that may be needed for project design. Identify the minimum appropriate soffit elevation to meet currently recommended design standards of Caltrans, and FHWA. Identify the minimum required conveyance capacity of the bridge(s) of the preferred project and identify the effects of the(se) bridge(s) on risk of flood damage to structures. Prepare figures showing flood profiles and stage-discharge curves as appropriate.

Scour and Erosion Analysis:

Determine the potential abutment, contraction and pier scour as applicable for the candidate and preferred project using methods presented in FHWA HEC-18. Determine the potential for degradation and channel migration considering historic changes in channel geometry and land use using the Type 1 qualitative analysis described in FHWA HEC-20.

Report:

Prepare two copies of a comprehensive draft and up to five copies of a final design memo (scour countermeasures) or DHS report (bridge replacement) for the preferred project. The report will be prepared in a semi-tabular format with sections including: Executive Summary, Introduction, Description of basin, Description of stream and site, Hydrologic analysis, Hydraulic analysis, Scour and erosion, Other considerations, and Conclusions and Recommendations. The introduction will identify the purpose of the study, describe the existing and proposed bridges and identify the significance of the bridge. The description of the basin will include basin location, area, precipitation, elevation, land use and vegetation, aspect, etc. The site description will include a description of the stream, streambed materials, observed erosion or deposition, etc. The sections on hydrologic analysis, hydraulic analysis and scour and erosion will describe data, assumptions and methodologies of the respective analyses. The section on other considerations will identify other constraints to bridge configuration that may affect hydraulic conditions, properties at risk of flooding, significance of properties at risk of flooding, environmental considerations, etc. The section on conclusions and recommendations will present the results of the analyses, identify bridge hydraulic design requirements and recommend measures appropriate to minimize the risk of damage to the bridge and other structures (if impacted by the bridge project) during the most probable 100-year flood. Figures, photographs and tables will be included as appropriate. The DHS report will address the appropriate concerns presented in the Caltrans Local Programs Manual.

EXCLUDED SERVICES

Results of this analysis may be used in the preparation of permits *as appropriate* however *no permitting of any type is offered as part of these services.*

As a function of the selected preferred project, additional hydraulic studies and documentation may be needed to meet the documentation requirements of FEMA and the State of California Reclamation Board. Since the need for this additional study and documentation will not be known until selection of the preferred project, no analyses or applications specifically related to National Flood Insurance Program (NFIP) map revisions or State of California Reclamation Board requirements are being proposed. These services can be provided as additional services if determined necessary and desired.

No services related to evaluation and design of channel improvements or guide banks are included in this proposal. At the time this proposal is being prepared, these features are not believed necessary for the project. These services can be provided as additional services if found necessary and desired.

Surveyed cross-sections and site topography are necessary to conduct the DHS however *no surveying of any type is offered as part of these services.*

No preparation of a design exception is offered. Hydraulic analysis required to identify and assist in the justification of design exceptions, if needed, will be conducted and provided.

No stand alone Location Hydraulic Study report is being offered. LHS reports include economic, environmental and other design considerations not related to hydraulic issues. Hydrologic and hydraulic information from this study may be used in the preparation of a LHS.

No local drainage design services are being offered.

SCHEDULE

The preliminary hydraulic analysis memorandum can be provided within 8-weeks of receipt of all necessary data. A draft final design memorandum or DHS report can be prepared within 8-weeks of identification of a preferred project and receipt of an adequate preliminary general plan for the preferred project.

FEE

The cost of the services described above is estimated not to exceed \$21,610.00

PACIFIC HYDROLOGIC INCORPORATED
 FEE PROPOSAL
 NORWOOD BRIDGE REPLACEMENT

Task	Description	Quantity	Rate	Overhead	Profit	Subtotal
Bridge Hydraulic Study	Principal	132	\$38.14	\$101.45	\$13.96	\$20,268.82
	Tech/Admin	12	\$20.94	\$55.70	\$7.66	\$1,011.65
		<u>144</u>				
Labor Subtotal:						\$21,280.47
Other:	Air Fare	0	0.00			\$0.00
	Vehicle Rental	0	0.00			\$0.00
	Mileage	640	0.42			\$268.80
	Lodging	0	80.00			\$0.00
	Breakfast	0	7.50			\$0.00
	Lunch	2	10.00			\$20.00
	Dinner	0	15.00			\$0.00
	Data Charge	0	40.00			\$0.00
	Photos/Copies	1	40.00			\$40.00
						\$328.80
TOTAL						\$21,609.27

GEOMATICS TRANSPORTATION SERVICES, INC.

Scope & Budget

Project: Norwood Avenue Bridge Replacement (at Arcade Creek) - City of Sacramento

P06-2-67

Project Limits: Norwood Avenue, 1800'; from 500' north of Fairbanks Avenue, south to Lindley Way

Prepared By: Lee Hixson Checked By: Rich Ray

2/21/2007 REVISED

Client: T. Y. Lin (City of Sacramento)

	SURVEY MANAGER	PROJECT SURVEYOR	SURVEYOR	ASSISTANT SURVEYOR	CADD SPECIALIST	2-PERSON CREW (CREW HOURS)	OTHER DIRECT COSTS	LABOR TOTALS		
								HOURS	HOURS	
1) General Research: maps, deeds, County, City	2	16	6	7			\$200.00	18	15	
a. recon HPGN & USGS points, 3rd Order or better						8			20	
b. set secondary control points: set aerial targets (max. of 8)		1	1	4		16		39	39	
c. GPS Rapid Static Survey thru all control points and flight targets		1	1	6		16	\$400.00	39	39	
d. Differential level network thru control points and flight targets		1	1	6		16		39	39	
e. Network adjustments and reports	3	16						19	19	
2) Topo Survey: Norwood Avenue(RTK, conventional)	2	4	3				\$200.00	6	91	
a. outside creek area: x-sect. on 50' stations, from fence to fence (or to 50' beyond RW' where no fence)						40			60	
b. in creek area: x-sect. on 50' stations, to 100' east & west of Cl.			2			26		16	118	
c. locate all surface utilities & primary bridge features			4			50		32	6	
3) Topo Survey of Arcade Creek	2	4						16	58	
a. x-sect on 50' sta. at bridge face, & 3 more east & west of face						26				
4) Land Net Survey - Norwood RW alignment only										
a. analyze, pre-calculate record maps: create search coordinates	2	8					\$182.00	10	24	
b. locate monuments that control alignment of Norwood Avenue						12		9	9	
c. additional ties, follow-up searches		1				4		14	14	
d. determine alignment of Norwood Ave. in project area	2	12								
5) Acquisition Plak (81/2x11) & Legal Descriptions(up to 3 total) prepare 2 TCEs and 1 "take"	4	32						82	6	
5) Meetings: attend up to two meetings		6				14		16	14	
6) General QC/QA of all phases	6	8								
Notes & Assumptions										
a. Agency will provide title reports and support docs										
b. Any map checking fees are excluded from this scope of work										
c. No material discrepancies will be found in record information										
d. Record of Survey excluded										
GTS TOTAL HOURS										
Aerial Subconsultant Fee (Radman)	25	116	9	29	156	176	\$7,675.00	511		
GTS ODC's- Mail/UPS, Parking, Tolls, Reprographics, Research, GPS Equip										
TOTAL DIRECT LABOR										
OVERHEAD	Combined Audited Rate		154.00%							\$26,313
FEE			10%							\$40,522
GTS TOTAL FEE									\$82,176	

GEOMATICS TRANSPORTATION SERVICES, INC.

Scope & Budget

Project: Norwood Avenue Bridge Replacement (at Arcade Creek) - City of Sacramento		Pg6-2-67					
Project Limits: Norwood Avenue, 1800'; from 500' north of Fairbanks Avenue, south to Lindley Way		2/21/2007 REVISED					
Client: T.Y. Lin (City of Sacramento)		Prepared By: Lee Hixson Checked By: Rich Ray					
SURVEY MANAGER	PROJECT SURVEYOR	SURVEYOR	ASSISTANT SURVEYOR	CADD SPECIALIST	2-PERSON CREW (CREW HOURS)	OTHER DIRECT COSTS	LABOR TOTALS HOURS
\$46.00	\$45.00	\$41.00	\$40.00	\$35.50	\$73.16		

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 FORTY THREE THOUSAND SEVEN HUNDRED SIXTY SIX DOLLARS (\$943,766.00)**.
2. **Billable Rates.** CONSULTANT shall be paid for the performance of Services on an hourly rate, as set forth in Attachment 1 to Exhibit ~~B~~^A, attached hereto and incorporated herein. ←
3. **CONSULTANT's Reimbursable Expenses.** Reimbursable Expenses shall be limited to actual expenditures of CONSULTANT for expenses that are necessary for the proper completion of the Services and shall only be payable if specifically authorized in advance by CITY.
4. **Payments to CONSULTANT.**
 - A. Payments to CONSULTANT shall be made within a reasonable time after receipt of CONSULTANT's invoice, said payments to be made in proportion to services performed or as otherwise specified in 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:

*Ryan Moore, Senior Engineer
Engineering Services Division
915 I St, Room 2000
Sacramento, CA 95814*

Tel: (916) 808-8279/Fax: (916) 808-8281/E-mail: rmoore@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.

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

CONSULTANT, and such information shall be disclosed by CITY pursuant to applicable procedures required by the Public Records Act.

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

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

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

10. Indemnity.

- A. Indemnity: CONSULTANT shall 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:

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

B. Additional Insured Coverage

- (1) Commercial General Liability Insurance: The CITY, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects general liability arising out of activities performed by or on behalf of CONSULTANT, products and completed operations of CONSULTANT, and premises owned, leased or used by CONSULTANT. The general liability additional insured endorsement must be signed by an authorized representative of the insurance carrier for contracts involving construction or maintenance, or if required by the CITY by selecting the option below:

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

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

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

C. Other Insurance Provisions

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

- (1) Except for professional liability, CONSULTANT's insurance coverage shall be primary insurance as respects CITY, its officials, employees and volunteers. Any insurance or self-insurance maintained by CITY, its officials, employees or volunteers shall be in excess of CONSULTANT's insurance and shall not contribute with it
- (2) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to CITY, its officials, employees or volunteers.
- (3) Coverage shall state that CONSULTANT's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (4) CITY will be provided with thirty (30) days written notice of cancellation or material change in the policy language or terms.

D. Acceptability of Insurance

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

E. Verification of Coverage

- (1) CONSULTANT shall furnish CITY with certificates and required endorsements evidencing the insurance required. The certificates and endorsements shall be forwarded to the CITY representative named in Exhibit A. Copies of policies shall be delivered to the CITY on demand. Certificates of insurance shall be signed by an authorized representative of the insurance carrier.
- (2) The CITY may withdraw its offer of contract or cancel this Agreement if the

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

F. Subcontractors

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

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

- A. Compliance With Regulations: CONSULTANT shall comply with the Executive Order 11246 entitled "Equal Opportunity in Federal Employment", as amended by Executive Order 11375 and 12086, and as supplemented in Department of Labor regulations (41 CFR Chapter 60), hereinafter collectively referred to as the "Regulations".
- B. Nondiscrimination: CONSULTANT, with regards to the work performed by it after award and prior to completion of the work pursuant to this Agreement, shall not discriminate on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation in selection and retention of subcontractors, including procurement of materials and leases of equipment. CONSULTANT shall not participate either directly or indirectly in discrimination prohibited by the Regulations.
- C. Solicitations for Subcontractors, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by CONSULTANT for work to be performed under any subcontract, including all procurement of materials or equipment, each potential subcontractor or supplier shall be notified by CONSULTANT of CONSULTANT's obligation under this Agreement and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation.
- D. Information and Reports: CONSULTANT shall provide all information and reports required by the Regulations, or by any orders or instructions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the CITY to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, CONSULTANT shall so certify to the CITY, and shall set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of noncompliance by CONSULTANT with the nondiscrimination provisions of this Agreement, the CITY shall impose such sanctions as it may determine to be appropriate including, but not limited to:
 - (1) Withholding of payments to CONSULTANT under this Agreement until CONSULTANT complies;

(2) Cancellation, termination, or suspension of the Agreement, in whole or in part.

F. Incorporation of Provisions: CONSULTANT shall include the provisions of subsections A through E, above, in every subcontract, including procurement of materials and leases of equipment, unless exempted by the Regulations, or by any order or instructions issued pursuant thereto. CONSULTANT shall take such action with respect to any subcontract or procurement as the CITY may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, CONSULTANT may request CITY to enter such litigation to protect the interests of CITY.

13. **Entire Agreement.** This document, including all Exhibits, contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Agreement. No alteration to the terms of this Agreement shall be valid unless approved in writing by CONSULTANT, and by CITY, in accordance with applicable provisions of the Sacramento City Code.
14. **Severability.** If any portion of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.
15. **Waiver.** Neither CITY acceptance of, or payment for, any Service or Additional Service performed by CONSULTANT, nor any waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.
16. **Enforcement of Agreement.** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court or Federal District Court located in Sacramento County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.
17. **Assignment Prohibited.** The expertise and experience of CONSULTANT are material considerations for this Agreement. CITY has a strong interest in the qualifications and capability of the persons and entities who will fulfill the obligations imposed on CONSULTANT under this Agreement. In recognition of this interest, CONSULTANT shall not assign any right or obligation pursuant to this Agreement without the written consent of the CITY. Any attempted or purported assignment without CITY's written consent shall be void and of no effect.
18. **Binding Effect.** This Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the parties, subject to the provisions of Section 17, above.

EXHIBIT E

REQUIREMENTS OF THE NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

INTRODUCTION

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

APPLICATION

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

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

DEFINITIONS

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

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

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

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

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

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

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

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

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

EMPLOYER COMPLIANCE CERTIFICATE AND NOTICE REQUIREMENTS

(a) All contractors seeking a Contract subject to the Ordinance shall submit a completed Declaration of Compliance Form, signed by an authorized representative, with each proposal, bid or application. The Declaration of Compliance shall be made a part of the executed contract, and will be made available for public inspection and copying during regular business hours.

(b) The Contractor shall give each existing employee working directing on a City contract, and (at the time of hire), each new employee, a copy of the notification provided as Attachment "A."

(c) Contractor shall post, in a place visible to all employees, a copy of the notice provided as Attachment "B."

Attachment A



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

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

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

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

The included employee benefits are:

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

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

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

You May . . .

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

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

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

 - Reasonable attorney's fees and costs

Attachment B



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

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

The included employee benefits are:

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

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

You May . . .

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

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

Discrimination and Retaliation Prohibited.

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

You May Also . . .

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

ACORD CERTIFICATE OF LIABILITY INSURANCE Page 1 of 3

DATE
05/30/2007

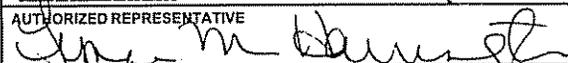
PRODUCER 877-945-7378 Willis North America, Inc. 26 Century Blvd. P. O. Box 305191 Nashville, TN 372305191	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.												
INSURED T.Y. Lin International Two Harrison Street Suite 500 San Francisco, CA 94105	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;">INSURERS AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC#</th> </tr> </thead> <tbody> <tr> <td>INSURERA: National Union Fire Insurance Company of</td> <td>19445-076</td> </tr> <tr> <td>INSURERB: Hartford Fire Insurance Company</td> <td>19682-100</td> </tr> <tr> <td>INSURERC: National Union Fire Ins Co of Pittsburgh</td> <td>19445-100</td> </tr> <tr> <td>INSURERD: Insurance Company of the State of Pennsylv</td> <td>19429-900</td> </tr> <tr> <td>INSURERE: Lexington Insurance Company</td> <td>19437-000</td> </tr> </tbody> </table>	INSURERS AFFORDING COVERAGE	NAIC#	INSURERA: National Union Fire Insurance Company of	19445-076	INSURERB: Hartford Fire Insurance Company	19682-100	INSURERC: National Union Fire Ins Co of Pittsburgh	19445-100	INSURERD: Insurance Company of the State of Pennsylv	19429-900	INSURERE: Lexington Insurance Company	19437-000
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INSURERB: Hartford Fire Insurance Company	19682-100												
INSURERC: National Union Fire Ins Co of Pittsburgh	19445-100												
INSURERD: Insurance Company of the State of Pennsylv	19429-900												
INSURERE: Lexington Insurance Company	19437-000												

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	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"/> CONTRACTUAL LIABILITY <input checked="" type="checkbox"/> CROSS LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	GL1798575	3/1/2007	3/1/2008	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	X	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	57UUNTM3465	3/1/2007	3/1/2008	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
		EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC1593127 (CA)	3/1/2007	3/1/2008	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
D		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC1593128 (AOS)	3/1/2007	3/1/2008	E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E		OTHER Professional Liability	115-6560	2/27/2007	2/27/2008	\$1,000,000 Each Claim \$1,000,000 Aggregate

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 THIS VOIDS AND REPLACES PREVIOUSLY ISSUED CERTIFICATE DATED: 5/18/2007 WITH ID: 8972865
 RE: Norwood Avenue at Arcade Creek Bridge Replacement; Project #PN: RR41

CERTIFICATE HOLDER City of Sacramento Attn: Risk Management 915 I Street, Room 4001 Sacramento, CA 95814-2604	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL KNOWINGLY MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT BY MAIL AUTHORIZED REPRESENTATIVE 
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CERTIFICATE OF LIABILITY INSURANCE

Page 2 of 3

DATE
05/30/2007

PRODUCER 877-945-7378

Willis North America, Inc.
26 Century Blvd.
P. O. Box 305191
Nashville, TN 372305191

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#

INSURED T.Y. Lin International
Two Harrison Street
Suite 500
San Francisco, CA 94105

INSURERA: National Union Fire Insurance Company of	19445-076
INSURERB: Hartford Fire Insurance Company	19682-100
INSURERC: National Union Fire Ins Co of Pittsburgh	19445-100
INSURERD: Insurance Company of the State of Pennsylv	19429-900
INSURERE: Lexington Insurance Company	19437-000

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

It is agreed that City of Sacramento, its officials, employees and volunteers are included as Additional Insureds as respects to General Liability and Auto Liability but solely in regards to work being performed by or on behalf of the Named Insured in connection with the project described herein.

IMPORTANT

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

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

DISCLAIMER

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

Policy Number: GL1798575

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
City of Sacramento, its officials, employees and volunteers	RE: Norwood Avenue at Arcade Creek Bridge Replacement; Project #PN: RR41
Information required to complete this Schedule, if not shown above, will be shown in the Declarations	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- 1 Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;
in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Insured Person(s) Or Organization(s)	Location And Description of Completed Operations
City of Sacramento, its officials, employees and volunteers	RE: Norwood Avenue at Arcade Creek Bridge Replacement; Project #PN: RR41
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED AND
RIGHTS OF RECOVERY AGAINST OTHERS**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

- A. Any person or organization whom you are required by contract to name as additional insured is an "insured" for LIABILITY COVERAGE but only to the extent that person or organization qualifies as an "insured" under the WHO IS AN INSURED provision of Section II – LIABILITY COVERAGE.
- B. For any person or organization for whom you are required by contract to provide a waiver of subrogation, the Loss Condition – TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US is applicable.

Name of Additional Insured Person's)Or Organization(s):
City of Sacramento, its officials, employees and volunteers
Location And Description of Completed Operations:
RE: Norwood Avenue at Arcade Creek Bridge Replacement;
Project #PN: RR41