PROJECT #: TW81
PROJECT NAME: Redding Ave Bike & Pedestrian Improvements
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 26, 2007, by and between the **CITY OF SACRAMENTO,** a municipal corporation ("CITY"), and

MRO Engineers, Inc
2202 Plaza Dr
Rocklin, CA95765
Phone: (916) 783-3838/Fax: (916) 783-5003

("CONSULTANT"), who agree as follows:

1. **Services.** Subject to the terms and conditions set forth in this Agreement, CONSULTANT shall provide to CITY the services described in Exhibit A. CONSULTANT shall provide said services at the time, place, and in the manner specified in Exhibit A. CONSULTANT shall not be compensated for services outside the scope of Exhibit A unless prior to the commencement of such services: (a) CONSULTANT notifies CITY and CITY agrees that such services are outside the scope of Exhibit A; (b) CONSULTANT estimates the additional compensation required for these additional services; and (c) CITY, after notice, approves in writing a Supplemental Agreement specifying the additional services and amount of compensation therefor CITY shall have no obligations whatsoever under this Agreement and/or any Supplemental Agreement, unless and until this Agreement or any Supplemental Agreement is approved by the Sacramento City Manager or the City Manager's authorized designee, or by the Sacramento City Council, as required by the Sacramento City Code

2. **Payment.** CITY shall pay CONSULTANT for services rendered pursuant to this Agreement at the times and in the manner set forth in Exhibit B. The payments specified in Exhibit B shall be the only payments to be made to CONSULTANT for the services rendered pursuant to this Agreement unless pursuant to Section 1, above, CITY approves additional compensation for additional services CONSULTANT shall submit all billings for said services to CITY in the manner specified in Exhibit B, or, if not specified in Exhibit B, according to the usual and customary procedures and practices that CONSULTANT uses for billing clients similar to CITY.

3. **Facilities and Equipment.** Except as set forth in Exhibit C, CONSULTANT shall, at its sole cost and expense, furnish all facilities and equipment that may be required for furnishing services pursuant to this Agreement. CITY shall furnish to CONSULTANT only the facilities and equipment listed in Exhibit C according to any terms and conditions set forth in Exhibit C.

4. **General Provisions.** The General Provisions set forth in Exhibit D, that include indemnity and insurance requirements, are part of this Agreement. In the event of any conflict between the

PROJECT #: TW81
PROJECT NAME: Redding Ave Bike & Pedestrian Improvements
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CITY OF SACRAMENTO

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4. **General Provisions.** The General Provisions set forth in Exhibit D, that include indemnity and insurance requirements, are part of this Agreement. In the event of any conflict between the

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

5. **Non-Discrimination in Employee Benefits.** This Agreement is subject to the provisions of Sacramento City Code Chapter 3.54, Non-Discrimination in Employee Benefits by City Contractors. The requirements of Sacramento City Code Chapter 3.54 are summarized in Exhibit E. CONSULTANT is required to sign the attached Declaration of Compliance (Equal Benefits Ordinance), to assure compliance with these requirements.

6. **Authority.** The person signing this Agreement for CONSULTANT hereby represents and warrants that he/she is fully authorized to sign this Agreement on behalf of CONSULTANT and to bind CONSULTANT to the performance of its obligations hereunder.

7. **Exhibits.** All exhibits referred to herein are attached hereto and are by this reference incorporated as if set forth fully herein.

Executed as of the day and year first above stated

CITY OF SACRAMENTO
A Municipal Corporation

By:_____

Print name:_____
Title:_____

For: Ray Kerridge, City Manager

APPROVED TO AS FORM:

City Attorney

ATTEST:

City Clerk

Attachments

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

CONSULTANT:
MRO Engineers, Inc

NAME OF FIRM

33-0473279
Federal I.D. No.

386-0153-0
State I.D. No.

114621
City of Sacramento Business Op. Tax Cert. No.

TYPE OF BUSINESS ENTITY *(check one)*:

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

Signature of Authorized Person

Ann C. Olson, President
Print Name and Title

Ronald L. Rivett
Additional Signature *(if required)*

Ronald L. Rivett, Secretary
Print Name and Title

DECLARATION OF COMPLIANCE
Equal Benefits Ordinance

Name of Consultant: MRO Engineers, Inc

Address: 2202 Plaza Dr, Rocklin, CA 95765

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 AOrdinance@).

3 Consultant understands, to the extent that such benefits are not preempted or prohibited by federal or state law, employee benefits covered by the Ordinance are any of the following.

   a. Bereavement Leave
   b. Disability, life, and other types of insurance
   c. Family medical leave
   d. Health benefits
   e. Membership or membership discounts
   f. Moving expenses
   g. Pension and retirement benefits
   h. Vacation
   i Travel benefits
   j Any other benefit offered to employees

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

4. Consultant understands that Consultant will not be considered to be discriminating in the provision or application of employee benefits under the following conditions or circumstances:

   a. If the actual cost of providing a benefit to a domestic partner or spouse exceeds the cost of providing the same benefit to a spouse or domestic partner of an employee, Consultant will not be required to provide the benefit, nor shall it be deemed discriminatory, if Consultant requires the employee to pay the monetary difference in order to provide the benefit to the domestic partner or to the spouse.

   b. If Consultant is unable to provide a certain benefit, despite taking reasonable measures to do so, if Consultant provides the employee with a cash equivalent Consultant will not be deemed to be discriminating in the application of that benefit

   c. If Consultant provides employee benefits neither to employee's spouses nor to employee's domestic partners.

   d. If Consultant provides employee benefits to employees on a basis unrelated to marital or domestic partner status

   e. If Consultant submits written evidence of making reasonable efforts to end discrimination in employee benefits by implementing policies that will be enacted before the first effective date

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

f. Until administrative steps can be taken to incorporate nondiscrimination in employee benefits. The time allotted for these administrative steps will apply only to those employee benefits for which administrative steps are necessary and may not exceed three (3) months from the date this Agreement is executed by the City.

g. Until the expiration of a current collective bargaining agreement(s) if employee benefits are governed by such collective bargaining agreement(s).

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

i. In the event Consultant cannot end discrimination in employee benefits despite taking all reasonable measures to do so, Consultant provides a cash equivalent to eligible employees for whom employee benefits are not available. Unless otherwise authorized in writing by the City Manager, Consultant understands this cash equivalent must begin at the time the union(s) refuse to allow the collective bargaining agreement(s) to be reopened or not longer than three (3) months after the date this Agreement is executed by the City.

5. Consultant understands that failure to comply with the provisions of Section 4(a) through 4(i), above, will subject Consultant to possible suspension and/or termination of this Agreement for cause; repayment of any or all of the Agreement amount disbursed by the City; debarment for future agreements until all penalties and restitution have been paid in full and/or for up to two (2) years; and/or the imposition of a penalty, payable to the City, in the sum of $50.00 for each employee, for each calendar day during which the employee was discriminated against in violation of the provisions of the Ordinance.

6. Consultant understands and agrees to provide notice to each current employee and, within ten (10) days of hire, to each new employee, of their rights under the Ordinance. Consultant further agrees to maintain a copy of each such letter provided, in an appropriate file for inspection by authorized representatives of the City. Consultant also agrees to prominently display a poster informing each employee of these rights.

7. Consultant understands that Consultant has the right to request a waiver of, or exemption from, the provisions of the Ordinance by submitting a written request to the City's Procurement Services Division prior to Agreement award, which request shall identify the provision(s) of the Ordinance authorizing such waiver or exemption and the factual basis for such waiver or exemption. The City shall determine in its sole discretion whether to approve any such request.

8. Consultant agrees to defend, indemnify and hold harmless, the City, its officers and employees, against any claims, actions, damages, costs (including reasonable attorney fees), or other liabilities of any kind arising from any violation of the Requirements or of the Ordinance by Consultant.

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

Signature of Authorized Representative

Date 6/20/2007

Ann C. Olson

Print Name

President

Title

EXHIBIT A

CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT FOR DESIGN SERVICES

SCOPE OF SERVICES

1. **Representatives.**

The CITY Representative for this Agreement is:

Ofelia Avalos, Project Manager
Department of Transportation, Engineering Services Division
915 I St, Room 2000
Phone: (916) 808-5515/Fax: (916) 808-8281/E-mail: oavalos@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:

Ann C. Olson, CE, TE, PTOE, President
MRO Engineers, Inc
2202 Plaza Dr
Rocklin, CA95765
Phone: (916) 783-3838/Fax: (916) 783-5003

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 26, 2007 through June 30, 2009.

PROJECT APPROACH

Redding Avenue is a north-south street which sits within the South 65th Street Area Plan. This street is bounded on the west by the Northwest Quadrant of the plan area, which is designated as the Student Village area, as much of the development in the area is expected to include new housing for students who are attending California State University, Sacramento. In this area, much of the existing zoning of Light Industrial and General Commercial is planned to be rezoned to General Commercial (with a transit overlay) and R-3 Mixed-Use Residential.

East of Redding Avenue sits the Northeast Quadrant of the South 65th Street Area Plan which currently contains Dorris Lumber & Molding Company and, on the south end of the area, a Driving Range. The zoning in this area is planned to be changed from the current Light Industrial designation to Residential Mixed-Use with a Transit Overlay, in the north part of the plan area, and to Residential Multi-Family on the south end of the area.

4th Avenue was recently extended from its previous termini, a few hundred feet east of 65th Street, to connect to Redding Avenue. This new street is comprised of two through lanes and has curb, gutter and sidewalk along both sides of the street. Just south of 4th Avenue, and west of Redding Avenue, a new apartment complex was constructed, primarily to provide housing for students of CSUS.

The *65th Street/University Transit Village Project* is planned for the area just north of the 65th Street Area Plan. The village is planned to contain transit-oriented development, including office, retail, and residential uses, which are catering to the population associated with California State University, Sacramento. This area is planned to fill the area north of SR 50 and south of Folsom Boulevard, close to the University/65th Street Light Rail/Bus Transfer Station on Q Street.

PROJECT NEED

Over the past several years, the 65th Street Station Area in Sacramento has been the subject of several studies aimed at enhancing the quality of life in the area, while improving the connection to the 65th Street light rail station. As the City is actively working to implement smart growth principles, pedestrian and bicycle connections throughout this area and to the community wide network is vital. As a stepping-stone to this vision, bicycle and pedestrian improvements will be designed and implemented along Redding Avenue between 4th Avenue and Q Street and along 69th Street from Q Street to Folsom Boulevard.

The change in land use in this area, particularly land use associated with the student population of Sacramento State, will result in increased vehicular and, particularly, non-vehicular traffic demand. The area, which already experiences a high pedestrian traffic (because of the transit station and existing student housing) needs enhanced non-vehicular traffic facilities (i.e. sidewalks and bicycle lanes). To this end, the City of Sacramento has developed the Redding Avenue improvement project which will construct frontage improvements along Redding Avenue from about 300 feet south of 4th Avenue to Q Street. The proposed improvements include bike lanes, curb & gutter, landscaped planters (between the curb and the sidewalk), separated sidewalks, decorative lighting, and minor improvements to 69th Street (between Q Street and Folsom Boulevard).

Because the project will traverse the Regional Transit Light Rail tracks, close coordination with this agency will be necessary. Coordination with Caltrans will also be required as improvements will be constructed on Redding Avenue under SR 50 (within the State right-of-way).

To develop this work plan, MRO Engineers team members have made a field review and reviewed the Redding Avenue Feasibility Study and the 65th Street Area Plan EIR. Most important, we have compiled a team of professionals to ensure that all aspects of the project are efficiently and expeditiously handled and that bid documents are expeditiously completed. To do this requires a project team which:

- Has staff readily available to the City.
- Has local knowledge so that the designs developed are consistent with your desires and standards. As you may know, we have designed many projects in the City including the Youngs Heights Reconstruction (which included extensive curb, gutter, and sidewalk) and the Vine Street Reconstruction.
- Knows the issues related to bicycle and pedestrian design. We have designed many sidewalk infill projects, and both large and small bicycle projects.

Task A – Project Management, Data Acquisition, and Utility Coordination

1. Prepare a project schedule, for use at the kick-off meeting. This schedule will be updated throughout the project.
2. Conduct a kick-off meeting and site visit with appropriate City staff to review the work scope and schedule. This meeting will include defining the work tasks, discussing the project schedule, identifying the information needed, agreeing on project design standards, and discussing constraints and concerns.
3. Organize and direct all Project Development Team (PDT) meetings including preparation of agendas, meeting minutes, etc. It is estimated that six (6) PDT

meetings will be held throughout the course of the project development up until advertising for bids.

4. Coordinate with other agencies and City departments including Caltrans, CSUS, Pubic Utilities Commission, SHRA, RT, UPRR, neighborhood groups, and environmental agencies.

5. Contact affected utility companies to:
   - Inform them of the project and obtain "as-built" drawings of facilities.
   - Obtain design standards, specifications, etc.
   - Discuss the cost of potential utility relocations/ modifications.
   - Discuss any potential utility concerns/issues.

6. Perform additional utility coordination tasks (using the "A", "B", "C" process that is used in Sacramento County) including:
   - Verifying, via survey and USA, the locations of existing utilities.
   - Providing copies of plans and specifications to the appropriate utility companies, for review and confirmation of utility locations/conflicts.
   - Providing final 100% plans to the utility companies, for their records.

7. Prepare monthly status reports, and submit to the City. The reports will include information on completed work tasks, on-going work, schedule, decisions to maintain the schedule, problems that may affect the schedule or budget, upcoming work tasks, and action items

Deliverables: *Project Schedule & Monthly Status Reports*
Meeting Agendas and Minutes

Task B – Community Outreach

The project will affect both the residents and businesses who live and work near the project. Issues related to access and circulation, noise and traffic impacts, vehicle speed, property acquisition, construction traffic impacts, etc. will need to be addressed as part of the design process. Therefore, it is vital to incorporate public input into this important project. The community outreach program that is proposed will be approved by the City Project Manager and the Department of Transportation Media & Communications Specialist before execution.

Our public outreach specialist, The Hoyt Company, has extensive experience working within the City of Sacramento on projects similar to this. They have long-standing relationships with study area neighborhood associations and organizations and understand the need to build on past efforts for active participation on behalf of the community in the project area. We recommend holding one public meeting after the Project Team has met with key stakeholders and received input and guidance on project scope. This will alert the project team to key concerns and issues that may surface and provide the team with the opportunity to address those issues prior to the public meeting. The format for the meeting will include an open house setting at the beginning, followed by a formal presentation, and question and answer session. The Public Outreach Program includes the following tasks:

1. Develop a project mailing list of up to 1,000 contacts including key stakeholders such as neighborhood associations, Chambers of Commerce, business organizations, elected officials, Walk Sacramento, SABA, etc..
2. Maintain the database to ensure its accuracy over the duration of the project.
3. Use MetroScan to generate the property-based mailing database tailored to the project area to supplement the stakeholder list during direct mailings.
4. Design and produce one postcard invite and one project newsletter to be sent to the entire project mailing list. The newsletter will be designed as an 8.5" x 11", one-page, two-sided, full-color, self-mailer. The postcard will be designed as an 8.5" x 5.5" two-sided, full-color, self-mailer.
5. Mail the postcard, which will serve as an invitation to the public open house, at least three weeks prior to the meeting. One public meeting is assumed as part of this work scope.
6. Mail, the newsletter towards the end of the project.
7. Develop one stakeholder invitation, to the stakeholder group meetings, that will be mailed out to the identified stakeholders at the commencement of the project. This invitation will include background information to act as an introduction to the project, all scheduled meeting dates, key contact information, and request for participation.
8. Hold up to four stakeholder group meetings to improve communications with key stakeholders and to identify opportunities and concerns. The goal of the meetings is to work in partnership with stakeholders to identify opportunities and concerns. This task will be done by the Hoyt Company.
9. Facilitate the stakeholder meetings including brief presentations, with the concentration on open discussion/workgroup discussion with stakeholders. The consultant will be responsible for all meeting logistics such as name tags, refreshments, facility arrangements and develop of meeting summaries. (Note: While the Hoyt Company will prepare the noticing and arrange for the meetings as shown in Task 8 above, MRO Engineers will conduct the meetings.)
10. Provide strategic counsel to the City and project team.

11. Post, as appropriate, project outreach materials to the City's Web site.

Deliverables: *Invitation to the Open House*
Project Newsletter
Stakeholder Invitation
Support Materials for Meetings (Nametags, etc.)

Task C – Preliminary Engineering

The purpose of the preliminary engineering task will be to evaluate the four alternatives which were identified as part of the Feasibility Study. The alternatives, which vary in width (with Alternative 1 having the greatest width and Alternative 4 being the narrowest), are briefly described below:

Alternative 1: This alternative provides two lanes of traffic (one lane in each direction) with sidewalks, bike lanes, and landscaped strips on both sides of the street. The alternative varies in width from 71 feet south of Highway 50 (where parallel parking is provided on both sides of the street) to 57 feet north of Highway 50 (where no parking is allowed on either side of the street).

Alternative 2: Similar to Alternative 1, this alternative provides two lanes of traffic (one lane in each direction) with sidewalks, bike lanes, and landscaped strips on both sides of the street. The alternative (which is 57 feet in width for its entire length) does not allow parking on either side of the street.

Alternative 3: This alternative also provides two lanes of traffic (one lane in each direction) with sidewalks, bike lanes, and landscaped strips on both sides of the street. However, the roadway width is narrower (with 50 feet of right-of-way) because the landscape strip and bike lanes on both sides of the street are narrower than Alternative 2. Parking is not permitted on either side of the street.

Alternative 4: Similar to Alternative 3, this alternative has a 50-foot right-of-way width and provides two lanes of traffic (one lane in each direction) plus sidewalks and bike lanes on both sides of the street. Although a 6-foot wide landscape strip is provided on the west side of the street (similar to Alternatives 1 and 2) no landscaping strip would be present on the east side of the street. Parking is not permitted on either side of the street.

The following tasks will evaluate the advantages, disadvantages, and impacts of each of the project alternatives and result in the selection of the preferred alternative:

1. Gather data necessary for the project. This may include:
   - "As-Builts" of Redding Avenue, 4th Avenue, Q Street, 69th Street, and the relevant adjacent side streets.
   - Obtain "As-Builts" of the existing RT Light Rail crossing.
   - Current right-of-way corridors.
   - Daily and peak period traffic volumes, accident data, and Traffic Index.
   - The City's title block (electronically), preferred drawing format, and drafting standards.
   - Any drainage studies that have been done in the area.
   - Traffic Index to be used to design the structural section of the roadway.
2. Summarize the existing deficiencies including geometric concerns, traffic safety, pedestrian and bicycle facilities, railroad crossings, and accessibility requirements.
3. Prepare landscaping exhibits including:
   - Colored rendering of sections and elevations along Redding Avenue and Q Street.
   - Colored renderings of perspectives of corridor entries on Redding Avenue and Folsom Boulevard capturing the essence of the place and the proposed themeing.
   - Colored rendering of the street tree master plan.
   - Colored board with streetscape site amenities themeing.
4. Evaluate the four project alternatives for issues such as sight distance and inclusion of appropriate pedestrian and bicycle facilities. Localized constraints to be considered also include nearby land uses, environmentally sensitive areas, pedestrian/bicycle friendliness and safety, available right-of-way, connections to driveways, parking, etc.
5. Review the existing storm drainage facilities for adequacy and whether they can accommodate the additional flows that will be generated by the project. Note: this scope of work does not include the preparation of a storm drainage study.
6. Prepare a preliminary retaining wall layout for up to two alternatives that may encroach upon Caltrans approach fill at the SR50 undercrossing structure. The design at this stage will be simply to estimate necessary length and height in order to accurately estimate the cost of the walls for the two alternatives.
7. Prepare 30% roadway, striping, and electrical plans for the four alternatives which are consistent with the City of Sacramento Pedestrian Friendly Street Standards and other City design standards. These plans will be done on 1"= 40' scale aerials (with 1-foot contours) and include information on preliminary limits of construction (cuts and fills), right-of-way, utilities, etc.
8. Comment, qualitatively, on the project's potential environmental impacts, especially those related to the drainage ditches (and potential wetlands) and the use of bio-swales.

9. Identify utilities along project roadway corridor including location, condition, ownership, and scope/cost of relocation. Also necessary will be the identification of any planned utility lines in the Redding Avenue corridor. This requires contacting affected local utilities to obtain "As-built" plans, and discussing the potential cost and timeline for relocation of these facilities.

10. Summarize the potential utility impacts and proposed resolutions.

11. Submit two sets of "A" plans to the appropriate utility companies. The Utility Information Request Letter will be prepared, for inclusion with these plans.

12. Identify the right-of-way requirements, utility relocations, access modifications, and construction impacts necessary to accommodate the identified alternative roadway alignments. Please note, the conceptual cost of any right-of-way to be obtained will be estimated based on square foot unit costs to be provided by the City of Sacramento as a deliverable to MRO Engineers.

13. Obtain the three most recent years of accident data for Redding Avenue from the City, and analyze accident data to determine if any significant problems exist (especially as it relates to pedestrians and bicyclists).

14. Evaluate the parking impacts of the various alternatives. The existing parking demand will be assessed as part of a field visit (our initial visit showed that most on-street demand was on the east side of Redding Avenue and associated with the lumber facility). The change in parking demand, expected by potential changes to land uses along the Redding Avenue corridor, will be considered.

15. Determine, at a conceptual level, potential changes to the at-grade crossing with the RT Light Rail tracks on the north end of the project. These changes may include both surface and warning gate modifications.

16. Prepare the Project Approval & Authorization Form.

17. Develop a preliminary cost estimate for each of the four project alternatives.

18. Compile the information obtained through the preliminary engineering process into a City formatted Project Report. Information in this document may include the following:

    - Project Background and Description
    - Project Objectives
    - Existing Conditions and Proposed Improvements
    - Alternatives and Preliminary Analysis
    - Phasing
    - Design Variances
    - Right-of Way
    - Risks to Project Delivery
    - Preliminary Environmental Study
    - Permits
    - Cost Estimates
    - Funding
    - Project Schedule
    - Public Outreach/Stakeholders
    - Coordination with Other Agencies
    - Coordination with Utility Companies
    - Agreements with Other Agencies
    - Applicable Attachments Including:
        - Location Map
        - Cost Estimate Sheet
        - Conceptual Plans
        - Project Authorization & Authorization Form
        - Project Report Quality Control Checklist

19. Submit six copies of the Draft Project Report for review by the City and, at the request of the City, other interested parties such as Regional Transit, Caltrans, other PDT members, etc.

20. Meet with the Project Development Team to discuss desired changes to the Draft Project Report.

21. Make changes to the draft report thus creating the Final Project Report once we receive the City. Note: only one revision to the document is assumed as part of this work scope.

22. Submit six copies of the Final Project Report to the City.

Deliverables: *Project Report, including Attachments*

<u>Task D – Environmental Documentation</u>

Preliminary Environmental Study

1. Review all available environmental documentation and perform a field review to identify environmental constraints and issues.

2. Conduct a Preliminary Environmental Study (PES).

3. Prepare Preliminary Environmental Study checklist documenting needed technical studies, likely environmental clearance, and required environmental permits.
4. Submit the PES checklist to the City and Caltrans for review and approval.

Water Quality Report

1. Evaluate the project's impacts associated with construction activities, maintenance activities, and operations.
2. Identify potential causes of erosion, and siltation, and sources of pollutants. Comment on the effects of these substances on the quality of receiving waters (American River) Mitigation measures, including Best Management Practices specified in Caltrans' *Storm Water Quality Handbook - Planning and Design Guide* would be recommended.
3. Identify requirements for compliance with the National Pollution Discharge Elimination System (NPDES) from the Central Valley Regional Water Quality Control Board permit, if applicable.

Hazardous Waste Assessment

1. Prepare an Initial Site Assessment (ISA) to determine the potential for encountering contaminated soil during construction.

Biological Evaluation

1. Prepare an Environmental Study Limits Map.
2. Characterize biological resources in the Environmental Study Limits.
3. Consult informally with California Department of Fish and Game (CDFG) and U.S. Fish and Wildlife Service (USFWS).
4. Obtain a list of special status species by searching the California Natural Diversity Database and the California Native Plant Society.
5. Identify sensitive habitats and potential state and federally-listed sensitive species in the project area.
6. Conduct a comprehensive one day field survey to map plant communities and assess habitat conditions, conduct a tree inventory and evaluate potential impacts to sensitive biological resources from the proposed project.
7. Establish the jurisdictional wetlands delineation for the project to determine any areas potentially subject to regulation by the U.S. Army Corps of Engineers (Corps) and/or Regional Water Quality Control Board (RWQCB).
8. Conduct two focused plant surveys to identify any special status plants that may occur on the project site in early June and mid-August to ensure that any special status plants that may occur are readily identifiable.
9. Assess project impacts to biological resources and identify general mitigation measures.
10. Prepare a Natural Environment Study (Minimal Impacts) (NEMSI) documenting findings of the biological assessment or evaluation. This assessment/evaluation will consider the potential presence of important biological habitat and sensitive species. Sensitive biological resources potentially in the project area include:
    - Swainson's Hawk & Other Raptors
    - Western Burrowing Owls
    - Sanford's Arrowheads
    - Special Status Plants
11. Submit the draft NESMI for submittal to the City and/or other members of the project team for review (electronically). Following the internal review, the draft NESMI will be prepared and submitted to Caltrans for review.

Cultural Resources

1. Prepare an Area of Potential Effects Map.
2. Conduct a review of records through the North Central Information Center of the California Historical Resources Information System, *California Inventory of Historic Resources, Five Views: An Ethnic Sites Survey for California, California Historical Landmarks, California Points of Historical Interest*, and the *Directory of Properties in the Historic Property Data File*, California Register of Historical Resources (California Register), *California Historical Landmarks*, and *California Points of Historical Interest*.
3. Send letters of consultation to the Native American Heritage Commission, the local Native American community, the Sacramento County Historical Society, and the Sacramento Valley Museum as required by the National Historic Preservation Act Section 106.
4. Walk the site, using systematic transects, looking for the presence of cultural resources. Note other cultural resources such as isolated artifacts and features.
5. Prepare an Historical Property Survey Report to Caltrans standards.
6. Prepare an Archeological Survey Report to Caltrans standards.

Air Quality

1. Evaluate the construction and operational period air quality impacts of the bikeway project, including potential human health effects resulting from

ground disturbance of existing potentially contaminated soil (because of the close proximity of the railroad line) during the construction period.

2. Describe potential beneficial effects of the project on air quality, due to increased bike commute rates and reduced automobile use. We will supplement this discussion with studies of the effects of similar trail projects on automobile use.

Noise

1. Identify City and State noise and land use compatibility criteria.
2. Analyze noise impacts during grading and construction operations based on available project specific construction information. Analysis requirements will be based on the sensitivity of the project area and applicable local noise ordinance specifications.
3. Identify feasible and reasonable noise abatement measures to reduce short and long term impacts to acceptable noise levels.
4. Comment, qualitatively, on the potential noise reduction benefits associated with the increase in non-vehicular traffic.

Public Utilities

1. Assess the potential impacts to public utilities (relocations, impacts to service during construction, etc.) from the project.

Environmental Documentation

1. Prepare and submit an Administrative Draft, Preliminary Draft, and Public Review Draft California Environmental Quality Act (CEQA) Initial Study/Mitigated Negative Declaration (IS/MND) to the City for comments, signature, and circulation. The City will prepare the Notice of Availability, Notice of Intent to Adopt, and the Notice of Completion for submittal to the State Clearing house.
2. Prepare a Mitigation Monitoring Program, for inclusion in the ES/MND) which outlines timing and responsibility assignments for implementing each measure.
3. Prepare, and submit, a National Environmental Policy Act (NEPA) Categorical Exclusion Form, along with supporting studies, to the City of Sacramento for circulation and submittal to Caltrans and the FHWA.

Please note that the need for a traffic study is assumed only if 69th Street will be closed at Folsom Boulevard (which would be authorized as a separate task). If a traffic study is not prepared, no other traffic analysis will be done as part of the environmental documentation.

Deliverables: *Preliminary Environmental Study*
Technical Studies and Supporting Documents
Categorical Exclusion (NEPA)
Initial Study/Mitigated Negative Declaration (CEQA)

Task E - Permitting

The proposed project may impact a drainage/roadside ditch that may be regulated by the Corps, RWQCB, and/or CDFG. Impacts to the ditch may require permits from the regulatory agencies, as described below.

1. Prepare a Preconstruction Notification for the Army Corps of Engineers requesting that the project be authorized with a Nationwide 404 Permit.
2. Prepare an application for Water Quality Certification from the Regional Water Quality Control Board, if necessary, in accordance with Section 401 of the Clean Water Act. The processing fee will be furnished by the City.
3. Prepare a Notification of Streambed Alteration and Project Questionnaire for submittal to CDFG in accordance with Section 1602 of the Fish and Game Code. A 1602 Streambed Alteration Agreement will be submitted to the CDFG for signature during the year of construction. The processing fee for this permit will be furnished by the City.

Note: This work scope assumes that the SWPPP, if necessary, will be specified in the project specifications and prepared by the contractor. Fees for all permits to be paid by the owner (City of Sacramento).

Deliverables: *Environmental Permits*

Task F – Final Design

Topographic Survey and Base Mapping

1. Obtain pertinent record information for conducting control and topographic design surveys. Sources from which this record information shall be mined include: the National Geodetic Survey (NGS); the Sacramento County Assessor's Parcel Maps; Deeds, Parcel Maps, Final Maps, and Records of Survey filed in the Office of the Recorder for Sacramento County.
2. Review roadway as-builts and other available utility company data for inclusion in the topographic drawings as appropriate.
3. Set aerial survey targets.
4. Conduct aerial surveys and prepare photogrammetric mapping to National Map Accuracy Standards.

5. Conduct conventional topographic field surveys to supplement the aerial surveys. Pothole underground utilities, as appropriate, to confirm location.
6. Prepare topographic mapping with planimetrics at a scale of 1" = 40' with 1-foot contour interval for the final project basemapping in AutoCAD format on CD-ROM. The horizontal datum to be NAD83, California State Plane Coordinate System, Zone 2 and the vertical datum to be NGVD29, in U.S. Survey Feet.

Improvement Plans, Specifications, & Estimate

Critical to the aesthetics of the Redding Avenue corridor will be the landscaping elements that are developed. Our landscape architect, WRG Design, will provide themeing and streetscape design for the Redding Avenue Project including a Street Tree and Planting Palette to unify the District. The following tasks are involved in the preparation of the civil/electrical improvement plans:

1. Obtain geotechnical information from the recent, adjacent 4th Avenue extension project for use in calculating the structural section (with Traffic Index to be supplied by the City).
2. Prepare the preliminary (60%) plans for the roadway and the lighting improvements. The 60% plans will reflect the comments received to the 30% plans, be at a 1"=20' scale, and include items such as:
   - New curb, gutter, and sidewalk
   - Typical cross-sections
   - New pavement
   - Signs
   - Profiles for grading, drainage, etc.
   - Utility facilities
   - Storm drainage facilities
   - Right-of-way lines
   - Driveways
   - Class II bicycle lanes
3. Prepare a preliminary hardscape plan incorporating site amenities and surface texturing approved during Schematic Design.
4. Conduct one site visit to take a soil sample for fertility analysis.
5. Prepare a preliminary planting & irrigation plan.
6. Prepare preliminary technical special specifications using the City's template.
7. Develop a preliminary construction cost estimate based on estimated quantities and conservative "unit" costs. The cost estimate will include all curb, gutter, and sidewalk, roadway, and drainage items
8. Submit six copies of the Preliminary (60%) plans, specifications, and cost estimate to the City, RT, and other key stakeholders for review and comment. For purpose of this work scope, 2 full-size and 4 half-size sets of plans are assumed.
9. Meet with the City to present and review the Preliminary plans, specifications, and cost estimate.
10. Modify the 60% improvement plans to reflect comments received.
11. Design and detail items such as street conforms, drainage modifications, curb, gutter, and sidewalk details, driveway transitions, etc.
12. Prepare planting and irrigation plans, and coordinate for the Irrigation Controllers. A Water Conservation Statement, controller scheduling, and water use calculations to meet Water Conservation Ordinances will be done.
13. Prepare a hardscape and site amenities plan which will incorporate site amenities and surface texturing approved during Design Development.
14. Revise the technical special provisions to reflect comments received.
15. Update the cost estimate to reflect comments received and recent unit costs.
16. Submit the draft 90% plans, specifications, and cost estimate to City, RT, etc. For purpose of this work scope, 2 full-size and 4 half-size sets of plans are assumed.
17. Apply for a utility permit (encroachment permit) from Regional Transit; apply for encroachment permit from Caltrans; and apply for permit from PUC. All permit fees to be paid by owner (City of Sacramento).
18. Submit seven sets of "B" plans to the appropriate utility companies. The Utility Information Form will be prepared, for inclusion with these plans.
19. Revise 90% plans to incorporate comments received.
20. Prepare the Final 100% plans using AutoCAD Release 2007 software supplemented by Civil Design Software. These plans will conform to the City and RT Standards.
21. Revise the special provisions and cost estimate to reflect comments received.
22. Submit to the City the Final 100% plan sheets, technical specifications, and cost estimate for review and comment. For purpose of this work scope, 2 full-size and 4 half-size sets of plans are assumed.
23. Provide final "C" plans to the appropriate utility companies, for their records,
24. and to assist them in making any necessary relocations. Any changes made to the plans, since the submittal of the "B" plans, will be clearly noted.
25. Revise the Final 100% plans to incorporate comments from the City.

26. Wet seal the final improvement plans. Provide to the City final AutoCAD 2007 electronic plans, Word specifications, and Excel cost estimate.
27. Provide one set of signed reproducible bid documents (including mylar plans).

Right-of-Way Engineering

This work scope was based on plats and legal descriptions for five parcels.

1. Obtain Title Reports, from the City of Sacramento (deliverable).
2. Conduct field surveys of the corridor to determine accurate boundary locations.
3. Perform boundary and right-of-way calculations.
4. Prepare five draft plats and legal descriptions for right-of-way and public utility easement acquisition.
5. Submit the draft plats and legal descriptions to the City for review and comment.
6. Prepare five final plats and legal descriptions, which reflect comments to the draft documents, for use in property acquisition.

Deliverables: *60%, 90%, & 100% Plans, Specifications, Cost Estimate*
Plats and Legal Descriptions
Encroachment Permits
Reproducible Bid Documents

Task G – Bidding Assistance

1. Attend one pre-bid meeting.
2. Answer telephone inquiries from bidders.
3. Provide consultation and interpretation of the construction documents during the bid period.
4. Prepare addenda to the PS&E package during the advertisement period.

Deliverables: *Addenda to the PS&E Package*

Task H – Construction Support *(As Requested)*

1. Respond to 5 to 10 RFI's as requested by the City.
2. Make 2 site visits to inspect the plant material and results of the planting process.
3. Attend the ground-breaking ceremony, as requested by the City.

Deliverable: *Responses to RFI's*

OPTIONAL (TO BE AUTHORIZED BY CITY BEFORE EXECUTION)

Task I - Traffic Study

Prepare a Traffic Impact Study to determine the impacts (positive and negative) of closing 69th Street to eastbound vehicular traffic at Folsom Blvd. This will include the following tasks:

1. Conduct AM and PM peak hour turning movement counts at the following study intersections:
   - Folsom Boulevard/65th Street
   - Folsom Boulevard/67th Street
   - Folsom Boulevard/69th Street
   - Q Street/65th Street
   - Q Street/69th Street/Redding Avenue
   - Redding Avenue/4th Street
2. Particular care will be made to evaluate the impacts/benefits to non-vehicular Perform field reconnaissance to confirm the characteristics of the surrounding street system, including intersection lane configurations, traffic control devices, and median treatments in the vicinity of the project site.
3. Perform intersection level of service calculations to describe the current operating conditions at the study intersections. These calculations will be performed using procedures documented in the Highway Capacity Manual (Transportation Research Board, 2000).
4. Confirm with City staff the list of related projects (i.e., projects that have been approved, or are reasonably foreseeable, but not yet completed) that may have some impact on the circulation network or traffic patterns in the area.
5. Make any changes to the existing traffic volumes to reflect the presence of any nearby projects to develop a "construction year" traffic scenario.
6. Level of service calculations will be performed for the "Construction Year No Project" study intersections.
7. Obtain future year traffic volumes from the South 65th Street Transit Village EIR and the 65th Street Station Area Study. Where possible, traffic volumes will be taken directly from the report. At intersections where traffic volumes are not available, intersection traffic volumes will be derived based on growth trends in the area (as presented in these two documents).

8. Evaluate the potential traffic impacts and differences between the various alternatives. traffic. Traffic Calming measures will be recommended, if appropriate.
9. Conduct intersection level of service calculations for the Cumulative Conditions scenario. One scenario will be done for cumulative conditions with a qualitative comment being made regarding potential modifications to the "preferred project" as presented in the source documents.
10. If necessary, mitigation measures will be identified to offset significant impacts associated with the proposed project.
11. Comment on site specific improvements including the location and spacing of driveways, traffic control, queuing requirements, etc.
12. Submit six copies of the Traffic Study to the City (included in the body of the Draft Project Report). A separate submittal will not be made.

Please note that the need for this traffic study is assumed only if 69th Street will be closed at Folsom Boulevard. If a traffic study is not prepared, no other traffic analysis will be done as part of the environmental documentation.

Deliverable: Traffic Impact Study (included in Project Report)

Task J – Retaining Wall Design & Drafting

1. Perform a foundation investigation and report the findings and recommendations for the foundation design of a 6-foot high by 100-foot long retaining wall.
2. Prepare the preliminary (60%) plans for the retaining wall which reflect the comments received to the 30% plans. The plans will be at a 1"=20' scale.
3. Submit the 60% plans to the City and Caltrans for review and comment.
4. Prepare a preliminary construction cost estimate based on estimated quantities and conservative "unit" costs.
5. Prepare preliminary (60%) technical specifications.
6. Submit the Preliminary (60%) plans, specifications, and cost estimate to the City and Caltrans for review and comment.
7. Modify the 60% improvement plans to reflect comments received.
8. Design and detail retaining wall items.
9. Revise the technical special provisions and estimate to reflect comments received.
10. Submit the draft 90% plans, specifications, and cost estimate to City and Caltrans.
11. Prepare the Final 100% plans using AutoCAD Release 2007 software. These plans will conform to the City and Caltrans Standards.
12. Revise the special provisions and cost estimate to reflect comments received.
13. Submit to the City the Final 100% plan sheets, technical specifications, and cost estimate for review and comment.
14. Revise the Final 100% plans to incorporate comments from the City.
15. Wet seal the final improvement plans. Provide to the City final AutoCAD 2007 electronic plans, Word specifications, and Excel cost estimate.
16. Provide one set of signed reproducible bid documents (including mylar plans) with the remainder of the improvement plans for Redding Avenue.

Deliverable: Retaining Walls Plans (Included with Improvement Plans)

Task K – One-on-One Meetings with Property Owners

1. Meet with the individual property owners in the Redding Avenue corridor. A maximum of six meetings is assumed as part of this work scope.

Deliverable: Visuals for Meetings and Meeting Notes, as Appropriate

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 **$456,861.68.**

2. **Billable Rates.** CONSULTANT shall be paid for the performance of Services on an hourly rate, as set forth in Attachment 1 to Exhibit B, attached hereto and incorporated herein.

3. **CONSULTANT's Reimbursable Expenses.** Reimbursable Expenses shall be limited to actual expenditures of CONSULTANT for expenses that are necessary for the proper completion of the Services and shall only be payable if specifically authorized in advance by CITY.

4. **Payments to CONSULTANT.**

   A. Payments to CONSULTANT shall be made within a reasonable time after receipt of CONSULTANT's invoice, said payments to be made in proportion to services performed or as otherwise specified in Attachment 1 to Exhibit B. CONSULTANT may request payment on a monthly basis. CONSULTANT shall be responsible for the cost of supplying all documentation necessary to verify the monthly billings to the satisfaction of CITY.

   B. All invoices submitted by CONSULTANT shall contain the following information:

      (1) Job Name
      (2) Description of services billed under this invoice, and overall status of project
      (3) Date of Invoice Issuance
      (4) Sequential Invoice Number
      (5) CITY's Purchase Order Number
      (6) Total Contract Amount
      (7) Amount of this Invoice (Itemize all Reimbursable Expenses)
      (8) Total Billed to Date
      (9) Total Remaining on Contract
      (10) Updated project schedule. This shall identify those steps that shall be taken to bring the project back on schedule if it is behind schedule.

   C. Items shall be separated into Services and Reimbursable Expenses. Billings that do not conform to the format outlined above shall be returned to CONSULTANT for correction. CITY shall not be responsible for delays in payment to CONSULTANT resulting from CONSULTANT's failure to comply with the invoice format described below

D. Requests for payment shall be sent to:

Ofelia Avalos, Project Manager
Department of Transportation, Engineering Services Division
915 I St, Room 2000
Phone: (916) 808-5515/Fax: (916) 808-8281/E-mail: oavalos@cityofsacramento.org

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

6. **Accounting Records of CONSULTANT.** During performance of this Agreement and for a period of three (3) years after completing all Services and Additional Services hereunder, CONSULTANT shall maintain all accounting and financial records related to this Agreement, including, but not limited to, records of CONSULTANT's costs for all Services and Additional Services performed under this Agreement and records of CONSULTANT's Reimbursable Expenses, in accordance with generally accepted accounting practices, and shall keep and make such records available for inspection and audit by representatives of the CITY upon reasonable written notice.

7. **Taxes.** CONSULTANT shall pay, when and as due, any and all taxes incurred as a result of CONSULTANT's compensation hereunder, including estimated taxes, and shall provide CITY with proof of such payment upon request. CONSULTANT hereby agrees to indemnify CITY for any claims, losses, costs, fees, liabilities, damages or injuries suffered by CITY arising out of CONSULTANT's breach of this Section 7.

COST PROPOSAL

Date April 30, 2007

Contract No. TW81
Consultant MRO Engineers, Inc.

DIRECT LABOR

Classification	Name	Hours	Hourly Rate	Total
Project Manager	Ann Olson	339	@ $65.88	$22,333.32
Principal-in-Charge	Ron Rivett	68	@ $59.10	$4,018.80
Senior Road Engineer	Victor Sunada	365	@ $48.08	$17,549.20
Road Project Engineer	Paul Murray	279	@ $47.12	$13,146.48
Road Design Engineer	Melissa Lincoln	208	@ $26.44	$5,499.52
Road Design Engineer	Eely Thao	270	@ $27.89	$7,529.90
Senior Traffic Engineer	Neal Liddicoat	75	@ $50.00	$3,750.00
Signal/Lighting Design Engineer	Paul Wilkinson	75	@ $36.33	$2,724.75
CAD Operators	Varies	721	@ $23.00	$16,583.00
Clerical	Susan Robertson	62	@ $22.00	$1,364.00
			Subtotal Direct Labor Costs $	**$94,498.97**
			Anticipated Salary Increases $	**0**
			Total Direct Labor Costs $	**$94,498.97**

FRINGE BENEFITS

	Rate	Total
Fringe Benefits	36.9 %	$34,870.12
	Total Fringe Benefits	**$34,870.12**

INDIRECT COSTS

Overhead	89.5 %	$84,576.58
General and Administrative	37.6 %	$35,531.61
	Total Indirect Costs	**$120,108.19**
	Total Labor Costs	**$249,477.27**

FEE

FEE (Profit)	10 %	$24,947.73
		$274,425.00

OTHER COSTS

Travel Costs	$550.00
Equipment and Supplies (Reproduction, etc.)	$3,370.00
Other Direct Costs (Traffic Counts, Potholing, Overnight Costs, etc.)	$8,030.00
Total Other Costs	**$11,950.00**

Subcontractor Costs (cost estimate for each subcontractor attached)

Andregg, Inc. *(Surveying)*	**$28,264.84**
LSA Associates, Inc. *(Environmental)*	**$67,471.00**
The Hoyt Company *(Public Relations/Outreach)*	**$28,779.00**
WRG *(Landscape Architecture)*	**$34,843.94**
Taber Consultants *(Retaining Wall Geotech & Initial Site Assessment)*	**$11,127.90**
Total Subcontractor Costs	**$170,486.68**
TOTAL PROJECT COST	**$456,861.68**

Redding Avenue Bike and Pedestrian Improvement Project
Cost Estimate

TASK	Description	Project Manager @ $191.32		Public Outreach @ $171.62		Senior Engineer @ $186.52		Project Engineer @ $107.01		Design Engineer @ $80.94		CAD Technician @ $66.79		Clerical @ $63.87		Total Hours (inc. Fees)		WBE Direct Costs	Sub Consultant Costs	Total Costs
		Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost			
A	Project Management, Data Acquisition & Utility Coordination	84	$ 16,071	8	$ 1,373	32	$ 4,468	60	$ 6,409	12	$ 972	24	$ 1,603	6	$ 383	226	$ 31,278	$ 750		$ 32,028
B	Community Outreach	22	$ 4,209	2	$ 343	22	$ 3,072	10	$ 1,068	24	$ 1,943	24	$ 1,603	2	$ 128	106	$ 12,366	$ 500	$ 28,779	$ 41,645
C	Preliminary Engineering	29	$ 5,548	11	$ 1,888	70	$ 9,773	61	$ 6,515	78	$ 6,315	78	$ 5,210	7	$ 447	334	$ 35,697	$ 480	$ 6,205	$ 42,382
D	Environmental Documentation	8	$ 1,531	1	$ 172	4	$ 558	4	$ 427	6	$ 486	6	$ 401	1	$ 64	30	$ 3,638	$ 100	$ 64,301	$ 68,039
E	Permitting	2	$ 383	0	$ -	2	$ 279	0	$ -	0	$ -	0	$ -	1	$ 64	5	$ 726	$ 20	$ 7,221	$ 7,967
F	Final Design	102	$ 19,515	32	$ 5,492	284	$ 39,652	207	$ 22,110	102	$ 8,258	439	$ 29,321	20	$ 1,278	1186	$ 125,625	$ 7,550	$ 54,053	$ 187,228
G	Biding Assistance	0	$ -	0	$ -	12	$ 1,675	0	$ -	0	$ -	0	$ -	1	$ 64	13	$ 1,739	$ 250		$ 1,989
H	Construction Support	0	$ -	0	$ -	60	$ 8,377	0	$ -	0	$ -	4	$ 267	0	$ -	64	$ 8,644	$ 250	$ 2,850	$ 11,744
I	Traffic Study	46	$ 8,801	8	$ 1,373	0	$ -	60	$ 6,409	32	$ 2,591	70	$ 4,675	12	$ 767	228	$ 24,615	$ 1,750		$ 26,365
J	Retaining Wall Design & Drafting	10	$ 1,913	6	$ 1,030	29	$ 4,049	61	$ 6,515	16	$ 1,295	64	$ 4,275	4	$ 256	190	$ 19,333	$ 50	$ 7,077	$ 26,460
K	One-on-One Meetings with Property Owners	36	$ 6,888	0	$ -	0	$ -	24	$ 2,563	0	$ -	12	$ 801	8	$ 511	80	$ 10,764	$ 250		$ 11,014
	Total Hours	339	$ 64,857	68	$ 11,671	515	$ 71,904	487	$ 52,016	270	$ 21,859	721	$ 48,156	62	$ 3,961	2,462	$ 274,425	$ 11,950	$ 170,486	$ 456,861

* With 10% Markup

Note: Billing rates include 36 9% for fringe benefits, 89 4% for overhead, 37 6% for general & administrative, and 10% for profit.

***Please provide relevant job titles, raw labor (salary), overhead, G&A, and proposed profit values. These cells are highlighted in yellow below. Existing values in highlighted areas are placeholders only. Please identify your labor rate categories on this sheet that you expect to use in cost proposals on the contract. Show backup for average hourly rate on next sheet for each labor category. Also, provide financial backup of rates, e.g. Fringe, OH, G&A, etc. used in build up of fully burdened rates.

COST PROPOSAL

FULLY BURDENED SUBCONTRACTOR RATE BUILDUP (including profit of subcontractor)

SUBCONTRACTOR: ANDREGG GEOMATICS
CONTRACT: Redding Avenue
BASE YEAR: 2007

Job Title	Raw Salary Avg (Q2/2007) (1)	Salary + OH (Q2/2007) (2)	Salary + OH + G&A (Q2/2007) (3)	Salary + OH + G&A + subcontractor profit (Q2/2007) (4)	Hours	Total
Principal	$60.10	$92.97	$198.87	$218.76	8	$1,750.06
Project Manager	$31.25	$48.34	$103.41	$113.75	13	$1,478.72
Project Surveyor	$30.00	$46.41	$99.27	$109.20	62	$6,954.24
Survey Tech	$25.00	$38.68	$82.73	$91.00	10	$909.98
CAD Drafter	$20.00	$30.94	$66.18	$72.80	70	$5,095.91
Party Chief	$35.12	$54.33	$116.21	$127.83	40	$5,113.38
Chainman	$29.15	$45.10	$96.46	$106.10	40	$4,244.17
					TOTAL COST	$27,546.49

Other Direct Costs		JTR
Travel:	Mileage ($/mile)	
Overhead	(% of direct labor)	54.70%
G&A	(% of direct labor)	113.90%
Profit	(% of total contract costs)	10.0%

Notes:
Include other direct cost into here

Subconsultants:			Qty		
Geometric Computer Services			4	$	220.00
Aerotriangulation/Bridging of aerial photos	$	55.00			
American Aerial Survey, Inc.			1	$	200.00
Ferrying	$	200.00	4	$	120.00
Negatives	$	30.00	1	$	45.00
Lab Setup	$	55.00	4	$	40.00
Diapositives	$	10.00	8	$	40.00
Prints	$	5.00	1	$	20.00
Shipping	$	20.00		$	33.35
Tax				$	718.35

Total of all Subconsultants

PRICE PROPOSAL

ENVIRONMENTAL PHASE

Redding Avenue Bikeway

RFP NO / CONTRACT NO

NAME OF CONSULTANT

LSA

DIRECT LABOR

CLASSIFICATION	Name	Hourly Rate	Hours	Total ($)
Principal in Charge	Mayer	$60.00	75	$ 4,500
Assistant Planner	Granback	$22.50	175	$ 3,938
Associate - Biologist	Bray	$31.75	24	$ 762
Senior Biologist	Adams	$29.00	100	$ 2,900
Biologist	Trueblood	$22.00	30	$ 660
Biologist	Belt	$24.04	80	$ 1,923
Principal - Cultural Resources	Gerike	$44.23	20	$ 885
Senior Cultural Resources Manager	Kaptain	$21.88	85	$ 1,860
Cultural Resources - Field Crew	Field Crew	$18.00	40	$ 720
Graphics		$26.00	38	$ 988
Word Processor		$19.00	99	$ 1,881
Production		$18.18	38	$ 691
Total			804	$ 21,707

Subtotal Direct Labor Costs			$ 21,707
Anticipated Salary Increases			$ 1,085
Total Direct Labor Costs			**$ 22,792**

FRINGE BENEFITS

	Rate		Total	
Total Fringe Benefits	46%	$	10,484	**$ 8,548**

INDIRECT COSTS

	Rate		Total	
Overhead	49%	$	11,168	
General and Administrative	72%		$16,410	
Total Indirect Costs				**$ 27,579**

FEE (Profit)

	Rate		Total	
	10%	$	58,919	**$ 5,892**

OTHER COSTS

Travel Costs	$ 325
Copying	$ 1,925
GIS Mapping	$ -
Records Search	$ 410
Total	**$ 2,660**

TOTAL COSTS **$ 67,471**

Form 10H
CONSULTANT COST PROPOSAL

COST PROPOSAL

Date 06/12/07

CONTRACT No. Redding Avenue Bike and Pedestrian Improvements
CONSULTANT The Hoyt Company

DIRECT LABOR

Classification	Name	Range	Hours		Initial Hourly Rate		Total
Principal	Wendy J. Hoyt		22.0	@ $	215.00	$	4,730.00
Project Manager	Kristy Day		80.0	@ $	130.00	$	10,400.00
Outreach Specialist	Tammy T. Nguyen		43.0	@ $	90.00	$	3,870.00
Graphic Designer	Targa Funk		20.0	@ $	105.00	$	2,100.00
Executive Asst.	Kieu Nguyen		12.0	@ $	85.00	$	1,020.00
Administrative Asst.	Melissa Vink		16.0	@ $	75.00	$	1,200.00
Office Asst.	Desiree Mervau		13.0	@ $	63.00	$	819.00

Subtotal Direct Labor Costs $ 24,139.00
-

Total Direct Labor Costs $ 24,139.00

FRINGE BENEFITS
Fringe Benefits

	Rate	Total	
Total Fringe Benefits	0.00%	$ -	$ -

INDIRECT COSTS
Overhead/General and Administrative

Total Indirect Costs	0.00%	$ -	$ -

FEE @ 10% $ -

OTHER COSTS

Food For Comm /Stakeholder mtgs	$ 440.00
Postage (includes mail house)	$ 1,200.00
Printing (2,500 pieces)	$ 2,500.00
Other (Copies, telephone, mileage, etc.)	$ 500.00
	$

Total Other Costs $ 4,640.00

TOTAL COSTS $ 28,779.00

Exhibit 10-H Cost Proposal

Cost Proposal

Date 26-Apr-07

Contract No.
Consultant WRG Design Inc.

DIRECT LABOR Classification	Name	Range	Hours	Initial Hourly Rate	Total
Director of Landscape Architectu	Lyle Campbell		43	$ 42.42	$ 1,824.06
Senior Landscape Designer	Brett Stempel		30	$ 27.27	$ 818.10
Project Landscape Designer	Marcy Millett		106	$ 25.76	$ 2,730.56
Landscape Designer	Randy Jordan		112	$ 24.24	$ 2,714.88
Landscape Technician	Amber Reilly		67	$ 21.21	$ 1,421.07
Project Assistant	Meghan Roberts		33	$ 19.70	$ 650.10
			Subtotal Direct Labor Costs		$ 10,158.77
			Anticipated Salary Increases		$ -
			Total Direct Labor Costs		$ 10,158.77

		Rate	Total
Fringe Benefits		50%	$ 5,079.39
	Total Fringe Benefits		$ 5,079.39

		Rate	Total
Indirect Costs		75%	$ 7,619.08
Overhead		75%	$ 7,619.08
General and Administrative	Total Indirect Costs		$ 15,238.16

FEE (Profit)	$ 3,047.63
OTHER COSTS	
Travel Costs	$ 320.00
Equipment and Supplies (Itemize Printing, copying & mailing	$ 1,000.00
Other Direct Costs (Itemize) Total Other Costs	$ 1,320.00
Subcontractor Costs (attach detailed cost estimate for each subcontractor)	$ -
TOTAL COST	$ 34,843.94

COST PROPOSAL

Contract No. TW81 **Date** May 22, 2007

Consultant Taber Consultants

DIRECT LABOR

Classification	Name	Hours	Hourly Rate	Total
Supervisory Engineer/Principal-in-Charge		4	@ $44.63	$178.52
Senior Engineering Geologist		17	@ $35.00	$595.00
Senior Geologist		34	@ $31.63	$1,075.42
Project Manager		2	@ $42.87	$85.74
AutoCAD Technician		6	@ $27.50	$165.00
Clerical		4	@ $21.51	$86.04
Laboratory Manager		10	@ $25.75	$257.50
Field Engineer		24	@ $20.14	$483.36
			@	$0.00
			@	$0.00
			@	$0.00
		101		**$2,926.58**
		Subtotal Direct Labor Costs $		
		Anticipated Salary Increases $		**$0.00**
		Total Direct Labor Costs $		**$2,926.58**

FRINGE BENEFITS

	Rate	Total
Fringe Benefits	20 %	$585.32
	Total Fringe Benefits	**$585.32**

INDIRECT COSTS

Overhead	%	$0.00
General and Administrative	155 %	$4,536.20
	Total Indirect Costs	**$4,536.20**
	Total Labor Costs	**$8,048.10**

FEE

FEE (Profit)	10 %	$804.81

OTHER COSTS

Travel Costs	$2,275.00
Equipment and Supplies (Reproduction, etc.)	
Other Direct Costs (Traffic Counts, Potholing, Overnight Costs, etc.)	
Total Other Costs	**$2,275.00**

Subcontractor Costs (cost estimate for each subcontractor attached)

Total Subcontractor Costs	**$0.00**
TOTAL PROJECT COST	**$11,127.90**

EXHIBIT C

CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT FOR DESIGN SERVICES

FACILITIES AND EQUIPMENT TO BE PROVIDED BY CITY

CITY shall [*check one*]

__X__ Not furnish any facilities or equipment for this Agreement; or

____ furnish the following facilities or equipment for the Agreement; [*list, if applicable*]

EXHIBIT D
CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT FOR DESIGN SERVICES

GENERAL PROVISIONS

1. **Independent Contractor**

A. It is understood and agreed that CONSULTANT (including CONSULTANT's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither CONSULTANT nor CONSULTANT's assigned personnel shall be entitled to any benefits payable to employees of CITY. CITY is not required to make any deductions or withholdings from the compensation payable to CONSULTANT under the provisions of this Agreement, and CONSULTANT shall be issued a Form 1099 for its services hereunder. As an independent contractor, CONSULTANT hereby agrees to indemnify and hold CITY harmless from any and all claims that may be made against CITY based upon any contention by any of CONSULTANT's employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any Services under this Agreement. (As used in this Exhibit D, the term "Services" shall include both Services and Additional Services as such terms are defined elsewhere in this Agreement.)

B. It is further understood and agreed by the parties hereto that CONSULTANT, in the performance of its obligations hereunder, is subject to the control and direction of CITY as to the designation of tasks to be performed and the results to be accomplished under this Agreement, but not as to the means, methods, or sequence used by CONSULTANT for accomplishing such results. To the extent that CONSULTANT obtains permission to, and does, use CITY facilities, space, equipment or support services in the performance of this Agreement, this use shall be at the CONSULTANT's sole discretion based on the CONSULTANT's determination that such use will promote CONSULTANT's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the CITY does not require that CONSULTANT use CITY facilities, equipment or support services or work in CITY locations in the performance of this Agreement.

C. If, in the performance of this Agreement, any third persons are employed by CONSULTANT, such persons shall be entirely and exclusively under the direction, supervision, and control of CONSULTANT. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONSULTANT. It is further understood and agreed that CONSULTANT shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of CONSULTANT's assigned personnel and subcontractors.

D. The provisions of this Section 1 shall survive any expiration or termination of this Agreement. Nothing in this Agreement shall be construed to create an exclusive relationship between CITY and CONSULTANT. CONSULTANT may represent, perform services for, or be employed by such additional persons or companies as CONSULTANT sees fit provided that CONSULTANT does not violate the provisions of Section 5, below.

2. **Licenses; Permits, Etc.** CONSULTANT represents and warrants that CONSULTANT has all licenses, permits, City Business Operations Tax Certificate, qualifications, and approvals of whatsoever nature that are legally required for CONSULTANT to practice its profession or provide any services under the Agreement. CONSULTANT represents and warrants that CONSULTANT shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for CONSULTANT to practice its profession or provide such Services. Without limiting the generality of the foregoing, if CONSULTANT is an out-of-state corporation, CONSULTANT warrants and represents that it possesses a valid certificate of qualification to transact business in the State of California issued by the California Secretary of State pursuant to Section 2105 of the California Corporations Code.

3. **Time.** CONSULTANT shall devote such time and effort to the performance of Services pursuant to this Agreement as is necessary for the satisfactory and timely performance of CONSULTANT's obligations under this Agreement. Neither party shall be considered in default of this Agreement, to the extent that party's performance is prevented or delayed by any cause, present or future, that is beyond the reasonable control of that party.

4. **CONSULTANT Not Agent.** Except as CITY may specify in writing, CONSULTANT and CONSULTANT's personnel shall have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. CONSULTANT and CONSULTANT's personnel shall have no authority, express or implied, to bind CITY to any obligations whatsoever.

5. **Conflicts of Interest.** CONSULTANT covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, that would conflict in any manner with the interests of CITY or that would in any way hinder CONSULTANT's performance of Services under this Agreement. CONSULTANT further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor, without the written consent of CITY. CONSULTANT agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the interests of CITY at all times during the performance of this Agreement. If CONSULTANT is or employs a former officer or employee of the CITY, CONSULTANT and any such employee(s) shall comply with the provisions of Sacramento City Code Section 2.16.090 pertaining to appearances before the City Council or any CITY department, board, commission or committee.

6. **Confidentiality of CITY Information.** During performance of this Agreement, CONSULTANT may gain access to and use CITY information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "City Information") that are valuable, special and unique assets of the CITY. CONSULTANT agrees to protect all City Information and treat it as strictly confidential, and further agrees that CONSULTANT shall not

at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party without the prior written consent of CITY. In addition, CONSULTANT shall comply with all CITY policies governing the use of the CITY network and technology systems, as set forth in applicable provisions of the City of Sacramento Administrative Policy Instructions # 30. A violation by CONSULTANT of this Section 6 shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

7. CONSULTANT Information.

A. CITY shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by CONSULTANT pursuant to this Agreement. In this Agreement, the term "information" shall be construed to mean and include: any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, photostatting, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. CONSULTANT shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by CITY.

B. CONSULTANT shall fully defend, indemnify and hold harmless CITY, its officers and employees, and each and every one of them, from and against any and all claims, actions, lawsuits or other proceedings alleging that all or any part of the information prepared, produced, or provided by CONSULTANT pursuant to this Agreement infringes upon any third party's trademark, trade name, copyright, patent or other intellectual property rights. CITY shall make reasonable efforts to notify CONSULTANT not later than ten (10) days after CITY is served with any such claim, action, lawsuit or other proceeding, provided that CITY's failure to provide such notice within such time period shall not relieve CONSULTANT of its obligations hereunder, which shall survive any termination or expiration of this Agreement.

C. All proprietary and other information received from CONSULTANT by CITY, whether received in connection with CONSULTANT's proposal to CITY or in connection with any Services performed by CONSULTANT, will be disclosed upon receipt of a request for disclosure, pursuant to the California Public Records Act, provided, however, that, if any information is set apart and clearly marked "trade secret" when it is provided to CITY, CITY shall give notice to CONSULTANT of any request for the disclosure of such information. The CONSULTANT shall then have five (5) days from the date it receives such notice to enter into an agreement with the CITY, satisfactory to the City Attorney, providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff's attorney fees) incurred by CITY in any legal action to compel the disclosure of such information under the California Public Records Act. The CONSULTANT shall have sole responsibility for defense of the actual "trade secret" designation of such information.

D. The parties understand and agree that any failure by CONSULTANT to respond to the notice provided by CITY and/or to enter into an agreement with CITY, in accordance with the provisions of subsection C, above, shall constitute a complete waiver by CONSULTANT of any rights regarding the information designated "trade secret" by

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

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

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

A. This Agreement shall become effective on the date that it is approved by both parties, set forth on the first page of the Agreement, and shall continue in effect until both parties have fully performed their respective obligations under this Agreement, unless sooner terminated as provided herein.

B. CITY shall have the right at any time to temporarily suspend CONSULTANT's performance hereunder, in whole or in part, by giving a written notice of suspension to CONSULTANT. If CITY gives such notice of suspension, CONSULTANT shall immediately suspend its activities under this Agreement, as specified in such notice.

C. CITY shall have the right to terminate this Agreement at any time by giving a written notice of termination to CONSULTANT. If CITY gives such notice of termination, CONSULTANT shall immediately cease rendering Services pursuant to this Agreement. If CITY terminates this Agreement:

(1) CONSULTANT shall, not later than five days after such notice of termination, deliver to CITY copies of all information prepared pursuant to this Agreement.

(2) CITY shall pay CONSULTANT the reasonable value of Services rendered by CONSULTANT prior to termination; provided, however, CITY shall not in any manner be liable for lost profits that might have been made by CONSULTANT had the Agreement not been terminated or had CONSULTANT completed the Services required by this Agreement. In this regard, CONSULTANT shall furnish to CITY such financial information as in the judgment of the CITY is necessary for CITY to determine the reasonable value of the Services rendered by CONSULTANT. The foregoing is cumulative and does not affect any right or remedy that CITY may have in law or equity.

10. Indemnity.

A. Indemnity: CONSULTANT shall defend, hold harmless and indemnify CITY, its officers and employees, and each and every one of them, from and against any and all claims, actions, damages, costs, liabilities, demands, losses, judgments, penalties and expenses of every type and description, including, but not limited to, any fees and/or costs reasonably incurred by CITY's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Claims"), including but not limited to Claims arising from personal injury or death, damage to personal, real or intellectual property or the environment, contractual or other economic damages, or regulatory penalties, that arise out of, pertain to or relate to any negligent act or omission, recklessness or willful misconduct of CONSULTANT, its subconsultants, subcontractors or agents, and their respective officers and employees, in connection with performance of or failure to perform this Agreement, whether or not such Claims are litigated, settled or reduced to judgment, provided that the foregoing indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, damage or expense to the extent arising from (i) the sole negligence or willful misconduct of, or defects in design furnished by, CITY, its agents, servants, or independent contractors who are directly responsible to CITY, or (ii) the active negligence of CITY.

B. Insurance Policies; Intellectual Property Claims: The existence or acceptance by CITY of any of the insurance policies or coverages described in this Agreement shall not affect or limit any of CITY's rights under this Section 10, nor shall the limits of such insurance limit the liability of CONSULTANT hereunder. This Section 10 shall not apply to any intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of Section 7 B., above. The provisions of this Section 10 shall survive any expiration or termination of this Agreement.

11. Insurance Requirements. During the entire term of this Agreement, CONSULTANT shall maintain the insurance coverage described in this Section 11

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

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

A. Minimum Scope & Limits of Insurance Coverage

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

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

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

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

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

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

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

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

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

_____ 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,

Form Approved by City Attorney (Design Services) 12-22-06

You May . . .

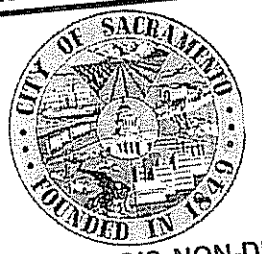
- Submit a written complaint to the City of Sacramento, Contract Services Unit, containing the details of the alleged violation. The address is:

  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.

Form Approved by City Attorney (Design Services) 12-22-06

EXHIBIT F

CALIFORNIA DEPARTMENT OF TRANSPORTATION
ADDITIONAL CONTRACT PROVISIONS

A. This Agreement (hereafter the "Contract") shall begin on June 26, 2007, contingent upon approval from the State, and expire on June 30, 2009, unless extended by amendment.

B. 1. Code of Federal Regulations (CFR) 48 Chapter 1, Part 31 shall be used to determine the allowability of the Individual items of cost.

2. The Consultant (hereafter referred to as either "Consultant" or "Contractor") agrees to comply with federal procedures in accordance with CFR 49, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

3. Any costs for which payments have been made to the contractor, which are determined by subsequent audit to be unallowable under CFR 48, Chapter 1 Part 31 and CFR 49, Part 18, are subject to repayment by the contractor to the City of Sacramento, the State and the Federal Government.

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

C. 1. The City of Sacramento shall reimburse the contractor for actual costs as specified herein. The actual costs shall include direct salary costs, employee benefits, overhead and fee. The total amount payable by the City, for all Task Orders and expenses resulting from this contract, shall not exceed $ 456,861.68. It is understood and agreed that this total is an estimate, and that there is no guarantee, either expressed or implied, as to the actual dollar amount that will be authorized under this contract through Task Orders.

2. The Contractor shall be reimbursed for direct costs, other than salary costs that are identified in an executed Task Order.

3. The Contractor shall be reimbursed for actual travel expenses incurred in the performance of this work, including the use of private cars at the rate not to exceed that currently authorized for State employees under Stale Department of Personnel Administration rules. In addition, contractor's personnel shall be reimbursed for per diem expenses at a rate not to exceed that currently authorized for State employees under State Department of Personnel Administration rules.

4. The Contractor shall not commence performance of work or services until this contract has been approved by the City and State and notification to proceed has been issued by the City and State's Contract Manager. No payment will be made for any work performed prior to approval of this contract.

(Rev. 10/14//99)

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

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

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

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

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

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

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

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

4. CFR 49, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than $5,000 is credited to the project.

5. Any subcontract entered into as a result of this contact shall contain all the provisions of this article.

F. In accordance with Public Contract Code Section 10296, a contractor who is not a public entity, by signing this contract, hereby swears under penalty that no more than one final, unappealable finding of contempt of court by a Federal court has been issued against the Contractor within the immediately proceeding two-year period because of the Contractor's failure to comply with an order of a Federal court that orders the Contractor to comply with an order of the National Labor Relations Board.

G. It is understood and agreed that the contract's not-to-exceed amount is an estimate and that City of Sacramento will pay only for those services actually rendered as authorized by the Contract Manager or his/her designee.

H. The Contractor shall not commence performance of work or services until this contract has been approved by the City and State and notification to proceed has been issued by City and State's Contract Manager. No payment will be made for approval of this contract.

I. 1 For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable, and other matters connected with the performance of the contract pursuant to Government Code 8546.7, the Contractor, subcontractors, the City of Sacramento and the State shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the cost of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The City of Sacramento, the State, the State Auditor, FHWA or duly authorized representative shall have access to any books, records, and documents of the Contractor that are pertinent to the contract for audits examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

2. Any subcontract entered into as a result of this contract shall contain all the provisions this article.

J. <u>Introduction Under Early Termination</u>

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

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

2. The consultant's final revised cost proposal and termination settlement shall reflect any work that is not covered by the executed original contract or executed contract amendment(s) and should reflect the reduced level of effort resulting from the early termination, if applicable.

3. Project-related documents shall be described, listed and identified as part of the final revised cost proposal. Project related documents shall include all documentation that are incomplete and final form and which have been accepted as complete by the City of Sacramento, or documents in draft and/or incomplete form for those deliverables which are in progress by the consultant and have not been accepted as complete.

A. Consultant's Reports Under Early Termination

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

B. Invoice Submittal Under Early Termination

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

C. Expenses Payable Under Early Termination

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

D. Termination issues for Subconsultants, Materialmen, Etc.

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

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

E. Cost Principals Under Early Termination

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

F. Adjustment of Fixed Fee Under Early Termination

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

G. Disputes Under Early Termination Conditions

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

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

1. The proposed hourly rate shall be adjusted to reflect the actual hourly rates of individual(s) who will be working on the project.

2. The contractor shall adjust the proposed indirect rate to the audited provisional rate of 164 percent.

3. The Other Direct Costs for vehicles shall be changed to reflect the audited rate of N/A per month.

EXHIBIT G

SPECIAL PROVISIONS (ENGINEERING DESIGN)

1. Record Retention

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

2. Accuracy and Completeness

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

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

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

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

3. Professional Seal

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

4. Sole Source Materials or Equipment

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

5. Documentation

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

6. Ownership of Documents

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

7. Copyrights

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

8. Changes in Work

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

9. Construction Plans and Specifications

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

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

Client#: 5955 MROENGINE

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/21/2007

PRODUCER
Dealey, Renton & Associates
P. O. Box 10550
Santa Ana, CA 92711-0550
714 427-6810

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
MRO Engineers, Inc.
2202 Plaza Drive
Rocklin, CA 95765

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: United States Fidelity & Guaranty	25887
INSURER B: American Automobile Ins. Co.	
INSURER C: Everest National Insurance Company	
INSURER D:	
INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC	BK01553794 General Liab. excludes claims arising out of the performance of professional services.	09/01/06	09/01/07	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $300,000 $10,000 $1,000,000 $2,000,000 $2,000,000
A		AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS	BA01564463	09/01/06	09/01/07	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000 $ $ $
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
		EXCESS/UMBRELLA LIABILITY [ ] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION $				EACH OCCURRENCE AGGREGATE	$ $ $ $ $
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WZP80944559	09/01/06	09/01/07	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
C		OTHER Professional Liability Claims Made	48AE000512061	12/03/06	12/03/07	$1,000,000 per claim $2,000,000 annl aggr.	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
Re: Redding Avenue Bike & Pedestrian Improvements - Project #TW81.
City of Sacramento, its officers, employees and volunteers are Additional Insured as respects to General Liability coverage as per written contract.
Waiver of Subrogation included in Work Comp.
(See Attached Descriptions)

CERTIFICATE HOLDER

City of Sacramento
Dept. of Human Resources
Attn: Deborah Patterson
915 I Street, Room 4001
Sacramento, CA 95814

CANCELLATION Ten Day Notice for Non-Payment of Premium

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL XXXXXXXXXX MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

AUTHORIZED REPRESENTATIVE

© ACORD CORPORATION 1988

DESCRIPTIONS (Continued from Page 1)

This certificate supersedes the certificate issued on 6/20/07.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" needs to be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement forms a part of Policy No. WZP80944559

Issued to: MRO Engineers, Inc.

By: American Automobile Ins. Co.

Premium (if any) TBD

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

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2-5% of the California workers compensation premium otherwise due on such remuneration.

Schedule

Person or Organization	Job Description
City of Sacramento Dept. of Human Resources Attn: Deborah Patterson 915 I Street, Room 4001 Sacramento, CA 95814	Re: Redding Avenue Bike & Pedestrian Improvements - Project #TW81. City of Scaramento, its officers, employees and volunteers

Teresa Chen

Countersigned by _____
Authorized Representative

WC 04 03 06
(Ed. 4-84)

Named Insured: MRO Engineers, Inc.

Policy Number: BK01553794

Owner, Lessee Or Contractor - Scheduled Person Or Organization

ADDITIONAL INSURED ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
This endorsement modifies insurance provided under the following:

LIABILITY COVERAGE PART

Owners, Lessees Or Contractors - Scheduled Persons Or Organizations Schedule

Name of Person or Organization:

City of Sacramento, its officers, employees and volunteers

Location of Covered Operations:

All Operations of the Named Insured

The following is added to SECTION II. WHO IS AN INSURED, 2:

Owner, Lessee Or Contractor - Scheduled Person Or Organization

Each person or organization shown in the Owners, Lessees Or Contractors - Scheduled Persons Or Organizations Schedule, but only with respect to that person's or organization's liability arising out of "your work" for that person or organization.

However, such person or organization is not an insured with respect to any:

(1) "Bodily injury", "property damage", "personal injury" or "advertising injury" that does not arise out of your negligence;

(2) "Bodily injury", "property damage", "personal injury" or "advertising injury" for which such person or organization has assumed liability in a contract or agreement, except for liability for damages that such person or organization would have in the absence of that contract or agreement;

(3) "Poperty damage" to:

(a) Property owned, used or occupied by or loaned or rented to such person or organization;

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(b) Property in the care, custody or control of such person or organization over which such person or organization is, for any purpose exercising physical control; or

(c) "Your work" performed for such person or organization;

(4) "Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of any architect's, engineer's or surveyor's rendering of, or failure to render, any "professional service" when such person or organization is an architect, engineer or surveyor; or

(5) "Bodily injury" or "property damage" that occurs after "your work" for such person or organization has been completed. "Your work" will be deemed completed at the earliest of the following times:

(a) When all of the work on the project to be done at the Location of Covered Operations shown in the Owners, Lessees or Contractors - Scheduled Persons Or Organizations Schedule has bee completed; or

(b) When that part of the work out of which the "bodily injury" or "property damage" arises has been put to its intended use by any person or organization, other than another contractor or subcontractor working on the same project

"Your work" that may need service, maintenance, correction, repair or replacement, but which is otherwise deemed completed above, will also be deemed completed

All other terms of your policy remain the same.

Therall Gradias

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Policy Number: BK01553794 MRO Engineers, Inc. 9/1/06-07

Liability Coverage Enhancement - Architects and Engineers ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
This endorsement modifies insurance provided under the following:

LIABILITY COVERAGE PART.

1. The following replaces the final paragraph of **SECTION II. WHO IS AN INSURED, 1.:**

   However, no person or organization is an insured with respect to the conduct of any current or past partnership, joint venture, limited liability company or trust that is not shown as a Named Insured in the Liability Coverage Part Declarations. This provision does not apply to you, for your participation in any past or present "unnamed joint venture", or if that person or organization is otherwise an insured under Paragraph **2.** below.

2. The following is added to **SECTION II. WHO IS AN INSURED, 2.:**

   Person Or Organization Required By Written Contract

   Any person or organization that you agree to add as an insured under this Liability Coverage Part in a written contract or agreement that is made before, and in effect when, the "bodily injury" or "property damage" occurs or the offense that causes the "personal injury" or "advertising injury" is first committed, but only with respect to that person's or organization's liability arising out of "your work" for that person or organization.

   However, such person or organization is not an insured with respect to any:

   (1) "Bodily injury", "property damage", "personal injury" or "advertising injury" that does not arise out of:

   (a) Your negligence; or

   (b) The negligence of another person or organization for whom you are liable;

   (2) "Bodily injury", "property damage", "personal injury" or "advertising injury" for which such person or organization has assumed liability in a contract or agreement, except for liability for damages that such person or organization would have in the absence of the contract or agreement;

   (3) "Property damage" to:

   (a) Property owned, used or occupied by, or loaned or rented to, such person or organization;

   (b) Property over which such person or organization is for any purpose exercising physical control; or

   (c) "Your work" performed for the insured; or

   (4) "Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of any architect's, engineer's or surveyor's rendering of, or failure to render, any "professional service", when such person or organization is an architect, engineer or surveyor.

3. The following is added to **SECTION II. WHO IS AN INSURED:**

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"Unnamed Joint Venture"

You are an insured for your participation in any past or present "unnamed joint venture".

However, you are not an insured if the "unnamed joint venture" has:

a. Direct employees; or

b. Owns, rents, or leases any real or personal property.

No other member or partner, or their spouses, of any past or present "unnamed joint venture" is an insured.

4. The following replaces **SECTION III. LIMITS OF LIABILITY, 2. b.:**

   b. Will apply separately to the sum of all:

      (1) Damages because of "bodily injury" and "property damage", under **SECTION I. COVERAGE, A. Liability** above; and

      (2) Medical payments for "bodily injury", under **SECTION I. COVERAGE, B. Medical Payments** above;

   arising out of each location listed in the Schedule of Premises or each of "your projects"; and

5. The following replaces **SECTION IV. CONDITIONS, 5. "Other Insurance", a. Primary Insurance, (2):**

   (2) However, this insurance will be considered primary to, and non-contributory with, "other insurance" issued directly to a person or organization added as an additional insured under **SECTION II. WHO IS AN INSURED, 2.:**

      (a) Paragraph **h. Certain Additional Insureds By Contract or Agreement**; or

      (b) **Persons Or Organizations Required By Written Contract**;

   if you specifically agree, in that written contract or agreement, that this insurance must be primary to, and non-contributory with, such "other insurance". This insurance will then be applied as primary insurance for damages for "bodily injury", "property damage", "personal injury" or "advertising injury" to which this insurance applies and that are incurred by such person or organization, and we will not share those damages with such "other insurance".

6. The following is added to **SECTION IV. CONDITIONS, 5. "Other Insurance", b. Excess Insurance:**

   This insurance is excess over any "other insurance" whether primary, excess, contingent or on any other basis that is available to you for your participation in any past or present "unnamed joint venture".

7. The following is added to **SECTION IV. CONDITIONS, 8. Transfer Of Rights of Recovery And Proceeds Against Others To Us:**

   However, we waive any right of recovery and proceeds we may have against any person or organization that is added as an additional insured under the Paragraph **Person Or Organization Required By Written Contract** of **SECTION II. WHO IS AN INSURED, 2.:**

   a. Because of payments we make for "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of "your work" in ongoing operations or included in the "products-completed operations hazard"; and

   b. Performed under a written contract or agreement that is made before, and in effect when, the "bodily injury" or "property damage" occurs or the offense that causes the "personal injury" or "advertising injury" is committed; and

   c. You specifically agree in such written contract or agreement to waive those rights of recovery and proceeds for such person or organization.

8. The following are added to **SECTION V. DEFINITIONS:**

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"Unnamed joint venture" means any joint venture in which you are a member or partner where:

a. Each and every one of your co-ventures in that joint venture is an architectural, engineering or surveying firm; and

b. That joint venture is not named in the Liability Coverage Part Declarations.

"Your premises" means any premises, site, or location owned or occupied by, or rented to, you.

"Your project":

a. Means any premises, site or location at, on, or in which "your work" is not yet completed; and

b. Does not include "your premises" or any location listed in the Schedule of Premises.

All other terms of your policy remain the same.

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