

PROJECT #: TK81  
PROJECT NAME: City College Light Rail Station Pedestrian/Bicycle Crossing  
DEPARTMENT: Transportation  
DIVISION: Engineering Services

CITY OF SACRAMENTO  
CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT FOR DESIGN SERVICES

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

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**THIS AGREEMENT** is made at Sacramento, California, as of July 17, 2007, by and between the **CITY OF SACRAMENTO**, a municipal corporation ("CITY"), and

*Lim & Nascimento Engineering Corporation  
11344 Coloma Rd, Ste 590  
Gold River, CA 95670  
Phone: (916) 635-5233/Fax: (916) 635-5243*

("CONSULTANT"), who agree as follows:

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

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

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

Executed as of the day and year first above stated.

**CITY OF SACRAMENTO**  
A Municipal Corporation

**CONSULTANT:**  
Lim and Nascimento Engineering Corporation

By: \_\_\_\_\_  
Print name: \_\_\_\_\_  
Title: \_\_\_\_\_

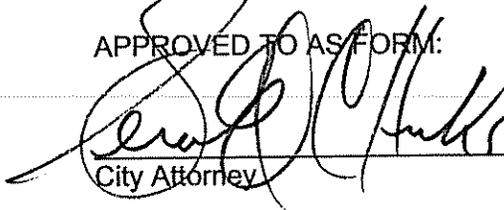
NAME OF FIRM 33 - 064 5290  
Federal I.D. No. 412 - 7030 - 07  
State I.D. No. \_\_\_\_\_

For: Ray Kerridge, City Manager

152-888  
City of Sacramento Business Op. Tax Cert. No.

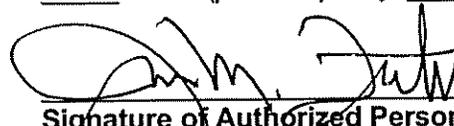
APPROVED TO AS FORM:

TYPE OF BUSINESS ENTITY (check one):

  
\_\_\_\_\_  
City Attorney

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

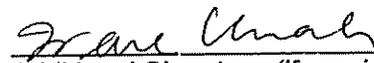
ATTEST:

  
\_\_\_\_\_  
Signature of Authorized Person  
James Faber, Vice President

\_\_\_\_\_  
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

  
\_\_\_\_\_  
Additional Signature (if required)  
Irene Chuah, controller  
\_\_\_\_\_  
Print Name and Title

**DECLARATION OF COMPLIANCE  
Equal Benefits Ordinance**

Name of Consultant: Lim & Nascimento Engineering Corporation

Address: 11344 Coloma Rd, Ste 590, Gold River, CA 95670

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

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

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

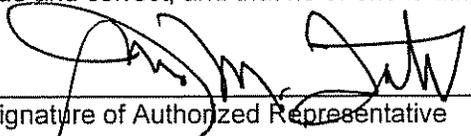
4. Consultant understands that Consultant will not be considered to be discriminating in the provision or application of employee benefits under the following conditions or circumstances:
  - a. If the actual cost of providing a benefit to a domestic partner or spouse exceeds the cost of providing the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

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

- f. Until administrative steps can be taken to incorporate nondiscrimination in employee benefits. The time allotted for these administrative steps will apply only to those employee benefits for which administrative steps are necessary and may not exceed three (3) months from the date this Agreement is executed by the City.
- g. Until the expiration of a current collective bargaining agreement(s) if employee benefits are governed by such collective bargaining agreement(s)
- h. Consultant takes all reasonable measures to end discrimination in employee benefits by either requesting that the union(s) involved agree to reopen the agreement(s) in order for Consultant to take whatever steps are necessary to end discrimination in employee benefits or by ending discrimination in employee benefits without reopening the collective bargaining agreement(s).
- i. In the event Consultant cannot end discrimination in employee benefits despite taking all reasonable measures to do so, Consultant provides a cash equivalent to eligible employees for whom employee benefits are not available. Unless otherwise authorized in writing by the City Manager, Consultant understands this cash equivalent must begin at the time the union(s) refuse to allow the collective bargaining agreement(s) to be reopened or not longer than three (3) months after the date this Agreement is executed by the City.

- 5. Consultant understands that failure to comply with the provisions of Section 4(a) through 4(i), above, will subject Consultant to possible suspension and/or termination of this Agreement for cause; repayment of any or all of the Agreement amount disbursed by the City; debarment for future agreements until all penalties and restitution have been paid in full and/or for up to two (2) years; and/or the imposition of a penalty, payable to the City, in the sum of \$50.00 for each employee, for each calendar day during which the employee was discriminated against in violation of the provisions of the Ordinance.
- 6. Consultant understands and agrees to provide notice to each current employee and, within ten (10) days of hire, to each new employee, of their rights under the Ordinance. Consultant further agrees to maintain a copy of each such letter provided, in an appropriate file for inspection by authorized representatives of the City. Consultant also agrees to prominently display a poster informing each employee of these rights.
- 7. Consultant understands that Consultant has the right to request a waiver of, or exemption from, the provisions of the Ordinance by submitting a written request to the City's Procurement Services Division prior to Agreement award, which request shall identify the provision(s) of the Ordinance authorizing such waiver or exemption and the factual basis for such waiver or exemption. The City shall determine in its sole discretion whether to approve any such request.
- 8. Consultant agrees to defend, indemnify and hold harmless, the City, its officers and employees, against any claims, actions, damages, costs (including reasonable attorney fees), or other liabilities of any kind arising from any violation of the Requirements or of the Ordinance by Consultant.

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

  
\_\_\_\_\_  
Signature of Authorized Representative

7/05/07  
\_\_\_\_\_  
Date

James Faber  
\_\_\_\_\_  
Print Name

Vice President  
\_\_\_\_\_  
Title

**EXHIBIT A**

**CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT FOR DESIGN SERVICES**

**SCOPE OF SERVICES**

**1. Representatives.**

The CITY Representative for this Agreement is:

*Ryan Moore, Senior Engineer  
Department of Transportation, Engineering Services Division  
915 I St, Room 2000*

*Phone: (916) 808-8279/Fax: (916) 808-8281/E-mail: rmoore@cityofsacramento.org*

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

The CONSULTANT Representative for this Agreement is:

*Robert C Fish, PE, SE, Project Manager  
Lim & Nascimento Engineering Corporation  
11344 Coloma Rd, Ste 590  
Gold River, CA 95670*

*Phone: (916) 635-5233/Fax: (916) 635-5243*

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 July 17, 2007 through June 30, 2009.

# Scope of Work

## SCOPE OF WORK

This Scope of Work is for the feasibility study for the City College Light Rail Station Pedestrian/Bicycle Crossing Project, City of Sacramento.

### GENERAL

#### Project Purpose and Proposed Improvement Elements

The City of Sacramento has requested engineering consulting services to determine the feasibility of constructing a new pedestrian/bicycle crossing that extends from the Light Rail Station at Sacramento City College to the neighborhoods east of the Union Pacific Tracks. The scope of services will cover preliminary engineering to support the feasibility study and preparation of environmental documents

Currently, foot and bicycle traffic between the LRT and the Curtis Park neighborhoods must use the multi-lane and high-speed Sutterville Road to cross the Union Pacific Tracks. As development in the proposed Curtis Park Village progresses, it will result in a growing conflict between foot, bicycle and automobile traffic on Sutterville Road, setting the stage for safety hazards with potentially dire consequences. In addition, the Sacramento Regional Transit views this location as one of the top safety hazard areas along its light rail system. Numerous trespassers attempt to cross the wide and heavily used UPRR maintenance yard, main line tracks, and LRT tracks on a daily basis. Upon project completion, the proposed pedestrian/bicycle crossing will provide a safe and convenient traverse between the LRT Station and the proposed Curtis Park Village and mitigate traffic conflicts on Sutterville Road and within the rail corridor.

Because the area surrounding the Light Rail station is one of Sacramento's most heavily trafficked and is home to several established residential neighborhoods and the proposed new Curtis Park Village neighborhood, informing and involving the affected community and stakeholders is crucial in the public outreach process. Specifically, it will be important to provide opportunities for stakeholders to learn about and give input into the project during preliminary stages of design. A full vetting of the alternatives must be offered for public review, consideration and comment in order to gain consensus on the project design

#### Work Phases

This project shall consist of five components or phases, which will often be running concurrently (please refer to Project Schedule):

**Phase A – Project Management:** consists of, but is not limited to, providing project management for the project, including: 1) management of the work, 2) coordination with the CITY, Caltrans, and all affected and involved agencies, 3) establishing schedule and budget conformance, 4) providing progress reporting, 5) conduct monthly Project Development Team (PDT) meetings with the CITY, and 6) preparing meeting agendas and minutes for all meetings 7) monitor quality on all deliverables, calculations, and other work products.

**Phase B – Public Outreach:** consists of, but is not limited to, developing a public outreach plan, comprehensive stakeholder and property database, develop handout informational material for and conduct stakeholder and community meetings, produce and distribute a project newsletter, ~~develop and maintain project website~~, and handle media relations.

RC 7 6-30-07

**Phase C – Preliminary Engineering:** consists of, but is not limited to, field review; surveying and aerial mapping; right-of-way/right-of-way data sheet; initial site assessment (ISA); geotechnical research; utility data collection; Geometric Approval Drawings; Bridge Advance Planning Studies/Type Selection; Preliminary Environmental Assessment; and construction cost estimate.

**Phase D – Environmental Documentation:** consists of, but is not limited to, Initial Site Assessment Study; environmental technical studies, including air quality, cultural resources, visual impact study, biological resources, jurisdictional delineation; Draft and Final Initial Study (IS)/Environmental Assessment (EA) environmental documents

**Phase E – Feasibility Study Report:** consists of the production of a draft and final Feasibility Report. The report will be a summary of all findings and results developed during the course of this project.

# Scope of Work

## REQUIRED SERVICES PERFORMED BY LAN TEAM:

### Phase A: Project Management, Coordination, and Quality Control

#### *Task A.1 - Project Management, General:*

This task includes communication and coordination with the City of Sacramento (City), subconsultants and other stakeholders, and preparation of Project Management and Quality Control/Quality Assurance Plans. The objective of this task is to provide overall management of the Engineering Services. A Project Development Team (PDT) will be identified in coordination with the City and the stakeholders.

All project communication will be coordinated between the City Project Manager and the Consultant Project Manager. No communication between any Consultant team members (prime consultant or sub-consultant) will take place with City Staff, City Leadership, Local Media, or outside agencies without the express permission of the City Project Manager.

LAN will submit a QC/QA Plan for this Project within a month of receipt of a Notice-to-Proceed (NTP). The plan will be customized to ensure that it meets the needs unique to the project, such as Caltrans and FHWA requirements and all of the project components will be taken into consideration.

In addition, at the direction of City Staff, the LAN Team will work with the City of Sacramento Staff to research potential funding sources for future design and construction phases of this project.

#### **Task Deliverables:**

- QC/QA Plan

#### *Task A.2 - Meetings, Attend:*

Regularly scheduled meetings are a key to keeping projects on schedule, avoiding pitfalls, and keeping the lines of communication open with the City so that surprises do not occur during the final stages of the project. The LAN Team will coordinate and attend monthly PDT meetings, beginning with a project kick-off meeting with the City Staff to define the project, determine the requirements for design, review, and coordination. The LAN Team will attend other meetings as required to facilitate the project development process.

#### *Task A.3 - Meetings, Setup / Agendas / Minutes:*

The LAN Team will prepare and distribute meeting minutes within a week after the kick-off meeting and monthly project meetings.

#### **Task Deliverables:**

- Meeting Agendas and Minutes

#### *Task A.4 - Provide Copy of Public Meeting material to City:*

LAN will act as the point of contact between our Public Outreach subconsultant, Lucy and Company, and the City. LAN will review all public information and outreach material developed by Lucy prior to submittal to the City.

#### *Task A.5 - Other Agency Coordination:*

This task assumes that an Initial Consultation Letter will be prepared, including a detailed project description and information stemming from assessment of existing conditions. This task also assumes two site meetings with trustee/responsible agencies.

The LAN Team will be responsible for coordination with the Los Rios Community College District, Sacramento Regional Transit, the Curtis Village Developer (in consultation with City of Sacramento Development Services staff), the Public Utilities Commission and Caltrans. Coordination is constituted by invitations to PDT meetings and outreach meetings, distribution of meeting minutes (at the direction of the City PM), and offer to review and comment on any technical submittals.

# Scope of Work

## Task Deliverables:

- Initial Consultation Letter
- Meeting Agendas and Minutes

## Task A.6 - Monthly Status Reports:

The LAN Team proposes to prepare and submit on a monthly basis invoices and project progress reports for all work completed during the previous month, including labor costs and direct expenses, and percent completion of work during that reporting period. LAN will develop a schedule in coordination with the City Staff with major milestones identified including the completion of the environmental, public outreach, and feasibility study report phases. Any identification of assumptions and risks associated with the assumptions shall be identified. The schedule will be in the critical path method format using Microsoft Project. Progress for each of the milestones will be discussed in reference to the project schedule at each team meeting. A plan will be developed to deal with issues that arise, which could delay the schedule.

## Task Deliverables:

- Work Plan, Invoices and Progress Reports, Schedule

## Phase B: Public Outreach

### Task B.1 - Develop Public Outreach Program:

**Public Outreach Approach** - In cooperation with the project team, Lucy & Company will develop and implement a proactive, strategic public outreach program that accomplishes the project's outreach goal and objectives. The recommended strategy is to inform the affected communities about the project, solicit and collect input and encourage productive interactions between stakeholders, the general public, the project team and City of Sacramento representatives.

Because public involvement is an important part of the environmental process, Lucy & Company will coordinate with PMC to provide available information on the environmental process during any outreach meetings, and include status updates for our progress on any of the newsletters and other information that goes out. Lucy & Company will also assist PMC to send out written notices to responsible agencies and adjacent property owners when the draft IS/MND is circulated, as required by CEQA, to elicit public comment on the document. For NEPA, if the project is excluded, then a public notification or comment period is not requirement.

**Public Outreach Goal** - The public outreach goal of this project is to implement a proactive, strategic public outreach program that informs the public and stakeholders about the LRT Pedestrian/Bicycle Crossing Project, solicits input and feedback about design alternatives and facilitates consensus-building for the selected design.

**Public Outreach Objectives** - Key objectives of the public outreach program include the following:

- identify stakeholders and develop a comprehensive database to facilitate effective communication throughout pre-design, design and construction
- develop a strategic public outreach program designed to identify project elements that are most valued by stakeholders
- design and implement a process to solicit input from stakeholders and the public about the project
- collect and synthesize public input for use in developing, refining and finalizing project alternatives

**Public Outreach Activities** - Lucy & Company recommends the following public outreach activities to ensure the public is informed about and engaged in the design phase of the LRT Pedestrian/Bicycle Crossing.

**Public Outreach Plan** - Lucy & Company will coordinate an outreach kick-off meeting with project team members to discuss and solicit specific details of the public outreach plan for the design portion of the project. The plan will address the focus of the outreach effort and address the specific timing of project newsletters and public meetings, the content of

# Scope of Work

newsletters and other project materials and will include a detailed timeline for the completion of project tasks. The outreach plan will be developed in coordination with the City of Sacramento Department of Transportation's Public Information Officer (PIO). The PIO and the City PM will review all outreach submittals, press releases, media advisories, and other outreach materials before such materials are disseminated to the public.

## **Task Deliverables:**

- Public outreach plan

## **Task B.2 - Stakeholder Database:**

**Stakeholder Database** - Lucy & Company will research and develop a customized database to identify stakeholders including property owners, residents, businesses, elected officials, City of Sacramento Department of Transportation representatives, utility companies, environmental groups and agencies, community leaders, government agencies, neighborhood and business associations, commercial properties and other pertinent stakeholders as identified by the project team. A site visit may be necessary to ensure all businesses are captured.

The database will be used to distribute project newsletters to notify stakeholders about upcoming public meetings and opportunities for comment and input.

The database will be reviewed by the PIO prior to finalization.

## **Task Deliverables:**

- Comprehensive stakeholder and property database

## **Task B.3 - Public Outreach to local Stakeholders:**

**Stakeholder Meetings** - Lucy & Company will coordinate and conduct stakeholder meetings with representatives and/or groups in the project area. The purpose of the meetings will be to share information about the project and obtain input from stakeholders about what project components they most value. The meetings will also identify key information and concerns that may be useful later in the construction phase of the project. The meetings will help foster the development of honest and open relationships between the project team and the community. Information collected during the meetings will be summarized, provided to the project team and entered in the stakeholder database.

## **Task Deliverables:**

- Conduct up to four stakeholder meetings
- Meeting coordination, agenda, recap for three meetings

## **Task B.4 - Public Outreach to local Community:**

**Public Meetings (3)** - It is important to offer a forum for the general public, as well as stakeholders, to hear information first hand and ask questions about the project. A public meeting offers the benefits of both a formal presentation about the overall project and the opportunity for attendees to informally ask questions about details of proposed project alternatives.

Lucy & Company will facilitate two public meetings. The first public meeting is expected to be held early on during the pre-design phase to introduce the project and solicit public comment. The second public meeting will identify the preferred alternative, communicate the affects of the alternative selection, provide pertinent project updates, and provide information about future project phases.

Lucy & Company will work closely with the project team to design a creative, productive and stimulating meeting format that maximizes the flow of information to and from the project team and the general public. Lucy & Company will facilitate each meeting to encourage productive interactions, keep the process on track and record key ideas and input.

# Scope of Work

Each public meeting will be held in a location that is convenient to residents and businesses in the area. Handout materials will be developed to guide the participants through each public workshop.

Additionally, Lucy & Company will coordinate logistics such as securing the location, signage if necessary, sign-in sheets, nametags, agendas, refreshments, and other pertinent materials. A recap will be developed that includes a summary of the format, the agenda, a list of participants and a written summary of the input obtained from the attendees.

## **Task Deliverables:**

- All logistical coordination, format design and facilitation of three public workshops
- Handout materials, sign-in sheets, agendas, nametags, refreshments, and signage
- Recaps (5)

## **Task B.5 – Newsletters:**

**Project Newsletters (2)** - Project newsletters will be developed and distributed to inform residents, stakeholders, businesses and other interested audiences about the project. The newsletters will be timed to also serve as an invitation to the public meetings and be written in a manner that encourages participation in the process.

It is expected that the first newsletter will be completed during the pre-design phase and be timed to share information about the project, solicit feedback and serve as an invitation to the first public workshop. The second newsletter will be used to announce the design alternatives, provide pertinent project updates and publicize the second public workshop. Both newsletters will include information about the project schedule as well as project contact information and background information.

## **Task Deliverables:**

- Project newsletters distributed to stakeholder database (2)

## **Task B.6 - Media Relations:**

**Media Relations** - Media relations will be conducted to reach residents and businesses within the broader community and notify them about public meetings and project updates. Lucy & Company will develop and distribute calendar announcements to encourage coverage by the local news media. Follow-up calls will be conducted to maximize fair and balanced media coverage. All media relations will be developed in coordination with the PIO and the City PM. No information will be disseminated to the public or press without the express permission of the PIO and the City PM.

## **Task Deliverables:**

- Calendar announcements (2)
- Press clippings

## **Task B.8 - Project Management** (hours and fee for this task included with Task B.1 in the Fee Proposal)

**Project Management** - Lucy & Company will attend project team meetings, develop a project schedule and activity timeline, create monthly activity reports, prepare invoices, provide strategic advice and manage the public outreach budget. A final executive summary will be created for the entire public outreach process.

## **Task Deliverables:**

- Monthly schedule updates
- Attendance of kick-off coordination and monthly status meetings
- Public outreach final report with attachments

# Scope of Work

## Phase C: Preliminary Engineering

### *Task C.1 - Assessment of existing condition*

**Data Gathering** - LAN will collect and review the available existing data and information relevant to the project.  
LAN will collect and review the available existing data and information relevant to the project.

**Field Review** - The LAN team will conduct a field review after the Notice-to-Proceed. This review will assist in clearly establishing the scope and goals for this project between the CITY and LAN Engineering.

### *Task C.2 - Initial Site Assessment Report (ISA) For Hazardous Materials*

The purpose of the ISA is to identify significant soil and/or ground water contamination issues that could affect the overall feasibility (i.e. constructability and/or cost) of the proposed project. Typically, the ISA focuses on how existing soil and/or ground water contamination may affect the City's approach to a project. This is particularly true for this project, where historic contamination associated with the former rail yard is responsible for widespread investigation and remediation. BCI expects that the summary and conclusions in the ISA will be one of several critical factors in this feasibility study. Specifically, the ISA will focus on:

- ✓ Construction Issues – Evaluate potential impact to construction of the project.
- ✓ Liability Issues – Preliminarily evaluate and identify areas with known or suspected soil and/or groundwater contamination, and potential contamination liability associated with acquiring rights to construct the proposed crossing

Because this site has well documented contamination issues, we expect the soil/groundwater contamination (hazard materials) assessment will expand beyond the ISA. We expect that remaining contamination will be one of several keys issues used to determine the overall feasibility of this project. Although, our current scope only includes an ISA, BCI expects the completion process for the Feasibility Study will include the following tasks

1. ISA – The ISA will update and summarize current investigation and remediation activities at the rail yard. In particular, the ISA will focus more closely on those areas of the site where the crossing and associated structures are likely to be located.
2. Evaluate Crossing Footprint – Following completion of the ISA we expect to be provided with potential alignments for the crossing. Those layouts will be compared with the ISA findings. Based on the findings, for each alignment, BCI will summarize the known existing contamination conditions and how they could affect project feasibility.
3. Phase II – If the available investigation and/or remediation data is incomplete, additional assessment including soil/groundwater testing and analysis may be required.

This proposal is based on completion of Items 1 and 2, above. Any Phase II investigation is beyond our current scope

Our ISA scope follows:

#### **2.1 Coordination and Review**

This ISA will focus on:

- ✓ Potential contamination sources or issues within the project area,
- ✓ Contamination sources or issues on adjacent or nearby parcels that could potentially impact the planned project
- ✓ Parcels subject to partial and/or complete acquisition and/or parcels with right-of-way acquisition only.

In addition, we will review readily available consultants reports for the project area and/or adjacent locations (as provided by the City of Sacramento), and review the site geology and groundwater conditions. As applicable, we will conduct this review concurrent with the geotechnical/geologic review.

BCI will conduct a limited site visit to observe current land use and potential indications of contamination on or adjacent to project limits

#### **2.2 Historical Research**

We know that former rail yard activities have resulted in soil and/or ground water contamination in the study area. These conditions are likely to impact the feasibility study with regard to design and construction of the proposed

# Scope of Work

project. During this task, we will develop an understanding of the currently known contamination conditions at the site. We will develop our summary based on a thorough review of available regulatory documents including documentation from DTSC and Sacramento County Department of Environmental Health.

In addition, we will review historical aerial photographic coverage, topographic maps of the site and surrounding properties, and Sanborn maps. BCI will also review a commercial database including federal, state, and county records for indications of the use, misuse, or storage of hazardous and/or potentially hazardous materials on or near the project area.

## 2.3 Report Preparation

BCI will prepare a draft report summarizing the findings of our review, site reconnaissance, historical photograph evaluation, and regulatory records review. We will address known or suspected soil and/or ground water contamination issues, and the potential impact of these issues with respect to project development. The report will also identify recommendations for further investigation and analysis if necessary. Once we receive draft report comments, we will finalize the ISA incorporating appropriate review comments.

If the ISA identifies uncharacterized potential soil and/or ground water contamination within the project limits, further investigation may be necessary to confirm or characterize the contamination. BCI can prepare a scope and fee to provide these services, as applicable. The scope of the site characterization will depend on the potential contamination type, location, and potential impact to the project.

BCI will submit 9 copies of the Draft ISA ten weeks after authorization to proceed and a Final ISA for distribution to the project design and review team three weeks after receiving comments on the Draft ISA.

### Task Deliverables:

- ISA Report

### *Task C.3 - Geometric Study*

The crossing will have to meet ADA requirements and this task will focus on that goal. Included in the study will be rail clearances, both vertical and horizontal, minimum footprints of the approaches, and negotiating or relocating utilities.

### *Task C.4 - Preliminary Geotechnical Foundation report (Draft)*

Data to support the Structures Advance Planning Study and Bridge Type Selection, including available, existing subsurface information for the project area, geologic maps published by the California Division of Mines and Geology, geologic maps published by the United States Geological Survey, and ground water well information shall be collected. Available Caltrans as-built data shall be reviewed, as well as data from previous investigations in the area by others. In addition, we propose to provide two 240-foot-long seismic refraction geophysical profile lines (tow spreads) along the proposed bridge centerline, with a target depth for data interpretation of 80 feet. This will provide subsurface geophysical characterization for the proposed bridge length. A preliminary geotechnical report shall be prepared to provide seismic and geologic information, and groundwater data, along with any seismic and geologic hazards that shall have a significant impact on the design and construction of the project.

Blackburn Consulting (BCI) will perform the following Tasks:

#### 4.1 Preliminary Review and Planning

BCI will perform a preliminary site visit, review available preliminary plans and project documents, and consult with the design team as necessary.

#### 4.2 Site Reconnaissance

BCI will walk the site to observe surface features in the area including soil conditions.

#### 4.3 Document Review

BCI will review the following pertinent documents:

- Geologic and soil survey maps of the area,
- Fault and seismic ground acceleration maps of the area,

# Scope of Work

- Existing boring logs for nearby projects,
- Water level information in the area published by the Department of Water Resources,
- Other pertinent documents supplied by the City and design team.

## 4.4 Prepare Preliminary Foundation Report and Schedule

BCI will prepare a Preliminary Foundation Report that contains the following:

- Project description
- Site description
- Subsurface soil and ground water conditions from existing information
- Site geology
- Site seismicity including peak horizontal ground acceleration, causative fault name and maximum moment magnitude, and recommended ARS curve
- Preliminary bridge foundation recommendations, including feasible foundation types, probable range of foundation depths and preliminary design/construction considerations
- Preliminary design/construction considerations regarding a tunnel option
- Preliminary liquefaction considerations
- Preliminary soil corrosivity considerations
- Vicinity Map

BCI will prepare a draft report for review by the design consultant and the City of Sacramento within three weeks of authorization to proceed. We will then prepare a final report incorporating necessary edits within two weeks of receipt of comments.

## 4.5 Consulting/Meeting During Design

BCI will provide consulting and attend one meeting during the preliminary design process if necessary.

### Task C.5 - Utilities

This task involves the collection, assembly and mapping of existing overhead and underground utility lines within the project limits. Utility "A" letters will be sent to utility purveyors as notification of this project and to request copies of as-built, atlas or other existing plans of their facilities. The location of these lines will then be plotted on the mapping.

### Task C.6 - Surveying

#### 6.1 Base Mapping/Control

REY Engineers will perform base mapping and right of way engineering for this project. Supplemental field control, detailed rail surveys and field topographic conform surveys will be performed. The final work product will be digital topographic mapping at a scale of 1:500, with supplemental field topography and related utility mapping. Following are general field survey activities to be performed:

#### 6.2 Encroachment permit/Rights of Entry

LAN Engineering/REY will work with City staff to draft/distribute a form letter for rights of entry for field surveys. Additional coordination will be provided to insure access to the UPRR right of way. For purposes of this scope, it is assumed that rights of entry will be reasonably available and will not cause project delays.

#### 6.3 Accurate Survey Control for Mapping

Mapping will be prepared to City standards for layering and accuracy, in AutoCad format. Mapping will be prepared to a scale of 1"=40', with 1.0 foot contours and spot elevations.

REY will set project control, using available City and County record information and supplemented with National Geodetic Survey monuments for control and monumentation. These maps will be used for field location of physical ground features and manmade structures.

REY also will set temporary field control, including temporary benchmarks, for use in supplemental surveys. The survey crews will conduct level circuits as appropriate for the length of the project. A digital level will be used to increase efficiency. All horizontal survey control will be established through a combination of GPS Static surveys and conventional traversing. Land net boundaries will be retraced with a combination of RTK GPS methods with a minimum of two independent base station coordinates being established for quality control.

All primary project control will have "to reach descriptions" developed for future project use by City surveyors and

# Scope of Work

others. The descriptions will be in digital format allowing for easy importation to the City of Sacramento's GIS. These project control monuments will also be recorded on the final right of way record of survey for future perpetuation.

## 6.4 Supplemental topography

Supplemental topography will consist of cross sections and topographic mapping from the Light Rail Station at Sacramento City College across the UPRR right of way and east into the proposed Curtis Park Village neighborhood adjoining the right of way. Specific activities will include cross sections at 50 foot 250 feet North and South of the proposed alignment of the proposed pedestrian/bicycle crossing. All existing structure details will be surveyed to include buildings, fences, surface utilities, rails and other improvements as they may exist in the area. REY also will survey pavement elevations at 25 foot intervals adjacent to pavement conforms, plus locate drainage facilities closest to the site.

The combined mapping product of the topographic mapping and supplemental cross sections will be sufficient to develop a terrain model. A combined 3D DTM will be used to project contours with appropriate break-lines. The following topographic features will be captured: hydrologic, rails, LRT station, street and roadway prism, visible utility features in alignment area, tress, sidewalks, driveways, buildings, and other such structures/improvements. It will also include all adjacent survey control used to produce the mapping.

### Task Deliverables:

- All survey records will be submitted to the City upon completion of the project, including original field notebooks, digital field and computation files, control diagrams and control data.

## 6.5 Potholing of High Risk Utilities

LAN Engineering will review the existing utilities within the construction area for the project and identify which utilities require potholing as desired by the City of Sacramento. LAN and REY will work with the City to establish potholing locations and REY will provide horizontal and vertical positions at all locations.

LAN Engineering will incorporate the utility location data into the plans.

### Task C.7 - Right-of-Way

Existing Right-of-Way lines and adjacent parcel lines will be developed from record and graphic data, and added to the mapping. If a right-of-way impact(s) is (are) identified, based upon Chapter 8 of the Caltrans PDPM, we will summarize these impacts in terms of number of parcels that could be potentially affected, impacts to property access, and prepare a preliminary cost and schedule, and ultimately Right-of-Way Data Sheets will be prepared.

### Task C.8 - Rail Traffic Studies

The LAN Team will prepare a Rail Traffic Operations Analysis Report, which will examine existing, project-opening year, and design year rail traffic operations in the project area. The rail traffic operations analysis will support the Purpose and Need to construct a crossing structure (tunnel or bridge) rather than using an at-grade crossing.

### Task C.9 - Alignment Studies

Although the most obvious alignment is a direct connection from the light rail station to the western edge of the proposed Curtis Park Village development, with a perpendicular crossing of the tracks, the LAN team will evaluate other options within the study corridor. The study corridor is expected to be bounded by the Sutterville Road Overhead to the south, run along the tracks to the north with the northern boundary being a point adjacent to the south face of the Sacramento City College parking garage, and extending the width, east to west, of the UPRR maintenance yard. The approaches of the crossing will extend outside of this corridor onto City College property on the west end and onto the proposed Curtis Park Village on the east end. Therefore, coordination with these property owners will be critical, as well as with the UPRR and Sacramento Regional Transit. In addition, connectivity into and conformance with, the City pedestrian and bikeway master plan shall also be considered.

Alignments for the following four types of crossing will be evaluated:

1. At grade crossing – This alternative will be included to demonstrate completeness of the study only. It should be kept in mind that not all reviewers of this study will be familiar with the particular site conditions and it will be the intent of the report to show that this is not a viable option.

# Scope of Work

2. Sutterville Road OH Widening – This alternative will be a composite widening (attachment) of the existing bridge or a parallel (separate) structure. The evaluation of this alternative will include obtaining the input of Caltrans structures local assistance as to the possibility of including the alternate modes connection as part of an HBP funded widening project.
3. Undercrossing (tunnel) – The alignment study for this alternative will focus on suitable locations for the approaches, avoidance of utilities, evaluation of contaminated soil and operational concerns of the rail authorities during construction.
4. Overcrossing (bridge) – The alignment study for this alternative will focus on suitable locations for the approaches, avoidance of utilities, evaluation of contaminated soil and clearance requirements for the rails.

## **Task C.10 - Develop Alternatives**

**Alternatives** - In developing alternatives, up to four (6) options will be considered:

1. Sutterville Road OH Widening – Widening existing bridge
2. Sutterville Road OH Widening - Parallel structure
3. Undercrossing (tunnel) – Tunnel option below tracks
4. Undercrossing (tunnel) – Tracks carried on bridges over depressed pedestrian/bicycle trail
5. Overcrossing (bridge) – Approaches consisting of elevators and stairs
6. Overcrossing (bridge) – Approaches consisting of ADA compliant ramps

**Type Selection Studies** - For each of the alternatives studied, cost estimates will be generated with advantages and disadvantages listed for each alternative & structure type for comparison and ranking. Upon completion of the Type Selection Study, LAN will organize the data for incorporation into the Type Selection Report to be developed under Task C.12. Caltrans form DSD 0045, “Structure Type Selection” will be used to document the information and decisions that lead to the recommended structure type/alternative.

As stated, type selection will address cost of each alternative considered and include a discussion on the cost/benefit/detriments of each structure type alternative. Issues considered shall include user safety, approaches, superstructure depth, substructure and foundation type with particular attention to the possibility of contaminated soils, an investigation and comparison of CIDH piles, groups of small diameter CIDH piles, driven piles, seismicity and seismic performance expectations. lighting, drainage, utility conflicts, construction staging, required construction time, and operations & maintenance.

The LAN Project Manager and Lead Structure Engineer will attend a Bridge Type Selection Meeting to present the Type Selection Report and will finalize the crossing structure and foundation type to be used for carrying the preferred alternative to a 30% design level.

**Crossing Aesthetics** - The crossing design alternatives will incorporate architectural enhancements to develop appropriate features, such as approach, entry monumentation, barriers/railings, and lighting, to create a unique and attractive crossing. The purpose of these improvements is to enhance the perception of the new crossing to the visitor, when viewing from afar, or when traversing the bridge in a vehicle, or as a pedestrian. The intent of developing general architectural concepts at this phase is to facilitate discussion and feedback among stakeholders and the community. The level of the architectural treatments will be limited to basic concepts to aid in the stakeholder and community meetings. The presentation of these concepts will take the form of CADD sketches of typical architectural details, photos of similar projects, sketch level renderings of the specific alternatives for this project.

### **Task Deliverables:**

- Caltrans form DSD 0045, “Structure Type Selection”
- Architectural concepts in the form of photos of projects with similar features (two each alternative), CADD drawings (two each alternative), renderings (one each alternative).

## **Task C.11 - Alternatives Cost Estimates**

Engineering cost estimates, including right of way and construction cost, will be prepared by the LAN Team for the design alternatives studied in this preliminary engineering phase.

# Scope of Work

## Task Deliverables:

- Preliminary estimate of probable costs for each alternative.

## **Task C.12 - Preferred Alternative to 30%**

**Bridge Advanced Planning Studies (APS)/Bridge Type Selection (BTS)** – The LAN team shall prepare a structure APS, in accordance with Caltrans guidelines, to determine the basic configuration of the preferred crossing alternative and its construction cost.

Further, The LAN Team shall prepare a Bridge Type Selection Report (BTS) using Caltrans procedures and processes as outlined in Section 10 of Caltrans Bridge Design Aids., which will include the proposed General Plan, the General Plan Estimate, the Type Selection Memo, the Vicinity Map, the Project Seismic Design Criteria, and shall include recommendations as to the Structure Type, the foundation requirements, construction staging and falsework requirements, seismic and aesthetic considerations, construction cost, and other pertinent information needed to determine the proper structure type. In addition, an implementation plan based on land acquisition needs, funding considerations and environmental considerations will also be included. This BTS Report shall be submitted to the CITY and Caltrans for review and comment. This process will be considered the “Structure Type Selection” process.

LAN shall conduct a Type Selection Review Meeting, which will be scheduled a minimum of two (2) weeks following receipt of the Type Selection Report. LAN shall summarize the results of the Type Selection Review Meeting and shall submit to the CITY and Caltrans: Type Selection Report; and Preliminary Foundation Memorandum for final approval.

## Task Deliverables:

- Advanced Planning Study
- Type Selection Report
- General Plan for the Preferred Alternative

**Bridge Aesthetics** - The architectural enhancements developed during the Develop Alternatives phase shall be further enhanced. Specific appropriate features will be targeted to be consistent with stakeholder and community input. This task will be coordinated with Task D.2.4, Visual Impact Assessment, as further described below.

The level of the architectural treatments will be limited to basic concepts to aid in the environmental visual impact assessment, and final stakeholder and community meetings.

## Task Deliverables:

- Architectural concepts in the form of photos of projects with similar features, CADD drawings as incorporated into the General Plan, renderings (four)
- Also see Task D.2.4, Visual Impact Assessment

## **Phase D: Environmental Documentation**

### **Task D.1 - Project Initiation**

PMC will obtain and review existing information for the project site and will work with the City to prepare a detailed project description, including the location of boundaries and timing of construction. PMC will also participate in design team meetings to provide input on design alternatives that would minimize impacts to environmental resources. PMC will also prepare a Preliminary Environmental Survey (PES) and coordinate the review and approval of the PES with the City and Caltrans.

## Task Deliverables:

- One (1) electronic copy and one (1) hard copy of the Preliminary Environmental Study

# Scope of Work

## **Task D.2 - Preparation of Technical Studies**

Technical studies form the basis on which the potential environmental impacts are determined and help to identify any project constraint and required mitigation measures. The following is a detailed scope of the tasks that will be completed as part of the technical analysis.

### **2.1 Biological Resource Analysis (Natural Environmental Study) -**

#### **Sub Task 1. Compile and Review Project Information**

Biological Resources staff will prepare a Natural Environmental Study (NES) to identify sensitive resources that could be impacted by the proposed project. The NES for the project will present the baseline conditions of the project area, impacts of implementation of the project on endangered, threatened, or rare species, as well as local natural communities, protected trees and waters of the U.S., and mitigation for significant impacts to biological resources that will reduce project impacts to 'less than significant' whenever feasible.

Information from the study will include applicable data from the following, which will be analyzed and reviewed:

- (1) Department of Fish and Game (DFG) Natural Diversity Data Base (NDDB) record search of the project area;
- (2) California Native Plant Society (CNPS) inventory of sensitive plant species of the local area;
- (3) A list of federally listed plant and wildlife species with potential to occur in the project area requested from the U.S. Fish and Wildlife Service;
- (4) Review pertinent project documents and other project information (provided by the City); and
- (5) Review other unpublished files and documents regarding biological resources occurring in the project area.

#### **Sub Task 2. Site Investigations**

PMC biological staff will conduct onsite biological and botanical surveys of the entire Biological Study Area (BSA) to evaluate any sensitive biological resources (i.e., elderberry shrubs, raptor nests, vernal pools, listed plant or wildlife species, etc.) that may be present within or immediately adjacent to the BSA. If sensitive biological resources are found within or immediately adjacent to the BSA, these resources will be mapped on an aerial photograph and submitted as part of the NES.

Utilizing existing data from agencies and recent field surveys, a reconnaissance field survey will verify existing conditions, examine areas of concern and/or potential dispute, and identify recent changes in habitats for special-status species and wetlands. Field reconnaissance will focus on habitat areas and locations where special-status species and habitats exist or may occur.

#### **Sub Task 3. Natural Environmental Study Report**

Pertinent information will be compiled and utilized in the document that will comply with CEQA and NEPA requirements. This report will be comprehensive yet concise, providing the necessary evaluation required for the completion of the biological portion of the IS/MND and to support the completion of the CE. This report will summarize the results of various biological database searches, including a NDDB record search, a review of the CNPS inventory, the California Wildlife-Habitat Relationships database, and the USFWS list of federally listed species with potential for each species identified in the USFWS list to be affected by the proposed project. The report will also describe the methods and results of the onsite investigations and biological resources evaluation.

Possible impact avoidance and minimization strategies will be discussed in the report, and possible mitigation approaches will be discussed in the context of project goals and objectives.

#### **Assumptions:**

This Scope of Work does not include conducting protocol level surveys for special-status plants, endangered wildlife, and fisheries resources.

#### **Task Deliverables:**

# Scope of Work

- One (1) electronic copy and one (1) hard copy of the Natural Environmental Study Report

## 2.2 Cultural Resources

Cultural resources staff of PMC is familiar with the archaeology and history of the project area and has completed a wide variety of projects (e.g., an annexation, a redevelopment project, and retrofit of the Jibboom Street Bridge) in the City of Sacramento. Our staff has the expertise to complete archaeological and historical investigations for the proposed project in a timely and efficient manner. We propose the following tasks for the project:

1. A records search at the North Central Information Center at California State University, Sacramento;
2. A sacred lands search conducted by the Native American Heritage Commission;
3. Consultation, as appropriate, with Native Americans and other interested parties (e.g., local historical societies);
4. Archival research to provide an historic context for the area;
5. Pedestrian surface survey and architectural inventory of the project APE and recording and/or updating of a maximum of 3 sites within it; and
6. Completion of a report in the appropriate format (e.g., HPSR, ASR, or other format) that documents archaeological and historical investigations for the project

### Assumptions:

Our proposal for cultural resources investigations is based on the following assumption:

1. Subsurface testing will not be necessary to successfully complete the project.

### Task Deliverables:

- One (1) electronic copy and (1) hard copy of the cultural resources report

## 2.3 Construction Air Quality Impact Analysis

PMC is familiar with the air quality issues in the project area and in the region. PMC would complete a Construction Air Quality Impacts Study using the Road Construction Emission Model, Version 5.1, from the Sacramento Metropolitan Air Quality Management District (SMAQMD). The model estimates a project's emission by project phase, as well as a project's total emissions over the construction period. The model also estimates emissions for vehicle exhaust, as well as estimates fugitive dust emission based on the maximum area of land disturbed daily by the project. Estimates of land to be disturbed by the project will come from LAN.

### Task Deliverables:

- One (1) electronic copy and one (1) hard copy of the Construction Air Quality Impact Study

## 2.4 Visual Impact Assessment

PMC will prepare a Visual Impact Assessment (VIA) per FHWA/Caltrans procedures and guidelines. The VIA will inventory the existing visual setting, visual resources, and key viewpoints for the project site. The VIA will also identify potential visual changes resulting from proposed project, evaluate the level of impact these changes will have on the visual setting, and recommend mitigation measures where appropriate.

As part of the VIA up to three (3) photo simulations will be rendered to illustrate the visual appearance of the proposed pedestrian/bike overcrossing over the Union Pacific Railroad tracks. SketchUp and 3D-Studio Max will be used to create digital models of the proposed overcrossing. The models will reflect all features included in the design drawings provided by the City and LAN, including hardscape and landscaping features. Renderings of the proposed overcrossing will be digitally composited into the selected photographs illustrating the visual impact of the proposed overcrossing.

### Assumptions:

7. Up to three (3) project alternative will be studied as part of the VIA;

# Scope of Work

8. Design drawings (CAD format) will be made available and will include:
9. Elevation views with dimensions for the structures to be digitally modeled; and
10. A scaled site plan of the structures to be modeled.
11. Grading plans or other terrain drawings for the project will be provided if there is a need for the model to reflect any topographical features of the project.
12. One high resolution aerial photo of the project area will be provided.

**Task Deliverables:**

- One (1) electronic copy and one (1) hard copy of the Visual Impact Assessment

**Task D.3 - Preparation of Administrative Draft MND**

An Administrative Draft Initial Study/Mitigated Negative Declaration (Admin Draft IS/MND) will be prepared in conformance with CEQA Guidelines. The Admin Draft IS/MND will contain all required components of an IS/MND and will address on-site and off-site impacts of the project, although the technical analysis will be focused as described above. The Admin Draft IS/MND will be delivered to the City staff for internal review and comment prior to public release of the Draft IS/MND. The major sections and areas of concern to be addressed are outlined below.

**Introduction** - This brief introductory section will discuss the legal authority for preparing the IS/MND under CEQA and the City’s environmental review requirements. This section will also include a brief overview of the project history and local context, and will describe the public participation process and scoping process as appropriate.

**Project Description** - project description will describe all aspects of project design, construction and operation as required by CEQA. The project description will include text, graphics, and tables, as appropriate. PMC will also write the purpose and need for the proposed project.

**Initial Study Checklist** - This is the main chapter of the IS/MND, and will include separate sections for each environmental topic area, which incorporate information from the technical studies listed above. This chapter will be formatted so that the impact statements and corresponding mitigation measures will stand out from the text for clarity and easy reference. PMC will write all of the required sections of the IS/MND identified in the Initial Study Checklist. Findings will be made as to the level of significance of each impact after mitigation. The topic areas examined in the Initial Study Checklist include:

<i>Aesthetics</i>	<i>Agricultural Resources</i>	<i>Air Quality</i>
<i>Biological Resources</i>	<i>Cultural Resources</i>	<i>Geology and Soils</i>
<i>Hazards &amp; Hazardous Materials</i>	<i>Hydrology and Water Quality</i>	<i>Land Use/Planning</i>
<i>Mineral Resources</i>	<i>Noise</i>	<i>Population and Housing</i>
<i>Public Services</i>	<i>Recreation</i>	<i>Transportation and Traffic</i>
<i>Utilities and Service Systems</i>	<i>Mandatory Findings of Significance</i>	

**Task Deliverables:**

# Scope of Work

- One (1) electronic copy of Administrative Draft IS/MND for review by the City

## **Task D.4 - Preparation of Draft MND**

After the Admin Draft IS/MND is reviewed by the City and Caltrans, PMC will prepare the Draft MND for the 30-day public review period. PMC will coordinate with Department of Transportation staff to ensure that the sections are formatted for ease of use. PMC will circulate the Draft IS/MND and post the Notice of Intent and the Notice of Completion.

### **Task Deliverables:**

NOI:

- One (1) hard copy of the Notice of Intent posted with the Sacramento County Clerk-Recorder.
- One (1) electronic of the NOI with receipt stamp from the Sacramento County Clerk-Recorder will be provided to the City for their records

NOC:

- One (1) hard copy of the Notice of Completion posted with the State Clearinghouse.
- One (1) electronic of the NOC with receipt stamp from the State Clearinghouse will be provided to the City for their records

Draft IS/MND:

- Twenty (20) electronic on compact disc (CD) and 21 hard copies of the Draft IS/MND (five [5] electronic copies and five [5] hard copies for the City, one [1] hard copy for the Sacramento County Clerk-Recorder, and 15 electronic and 15 hard copies for the State Clearinghouse)

## **Task D.5 - Preparation of Final MND**

At the conclusion of the 30-day review period, PMC will review the comment letters received on the Draft IS/MND and coordinate with the City to discuss the responses. Assuming a maximum of 10 comment letters from individuals and agencies, PMC will then prepare draft responses to comments. Additionally, PMC will draft a Mitigation Monitoring and Reporting Program (MMRP) to be included in the Final IS/MND

Upon completion, an electronic copy of the Administrative Final IS/MND, including the MMRP, will be submitted to the City and Caltrans for review. Based on the comments received from staff, final revisions to the document will be made and PMC will produce the Final IS/MND. After the Certification of the IS/MND, PMC will file the Notice of Determination (NOD) with the State Clearinghouse and the Sacramento County Clerk-Recorder, and pay appropriate fees.

### **Task Deliverables:**

- Seven (7) hard copies and three (3) electronic copies of the Final IS/MND (five [5] hard copies and one [1] electronic copy for the City, one [1] hard copy and one electronic copy for the State Clearinghouse, and one hard copy and one [1] electronic copy for the Sacramento County Clerk-Recorder)

## **Task D.6 - Preparation of CEQA Findings and MMRP**

Concurrently with the preparation of the Final IS/MND, PMC will prepare the CEQA Findings of Fact for certification of the Final IS/MND.

### **Task Deliverables:**

- One (1) electronic copy of the Findings of Fact. PMC will distribute the Findings of Fact to the City of Sacramento City Council as required for City Council approval of the Final MND and adoption of the MMRP

# Scope of Work

## ***Task D.7 - Coordination w/ Caltrans for NEPA CE***

We are anticipating the project to be categorically excluded from NEPA under Code of Federal Regulations (CFR) 771.117(c)(3) 'Construction of bicycle and pedestrian lanes, paths, and facilities' and/or CFR 771.117(d)(3) 'bridge rehabilitation, reconstruction or replacement or the construction of grade separation to replace existing at-grade railroad crossings'. Since a FONSI is prepared only when an Environmental Assessment (EA) is required for a project, we have not included it in this scope.

Ultimately, FHWA (Caltrans) makes the decision on the level of NEPA documentation, but this is the level that we've identified as being appropriate for the project, and what we anticipate FHWA/Caltrans will want to see.

PMC will provide relevant project information to Caltrans for their use in completing the categorical exclusion.

### **Task Deliverables:**

- One (1) electronic copy of the Preliminary Environmental Study and accompanying technical studies to Caltrans

## ***Task D.8 – Meetings***

PMC would attend all PDT meetings up to construction. PMC would also attend up to two public meetings during the environmental process.

## **Phase E – Feasibility Study Report**

### ***Task E.1 - Evaluate Final Environmental Document for Effect on Preferred Alternative***

The intent of this task is to follow up on assumptions made during the initial environmental and preliminary engineering phases of this project. The environmental document is clearly the critical path for this project and it is the LAN teams goal to provide support data to the environmental team members at the earliest possible time. To accomplish this goal, some assumptions will have to be made along the way. Although these assumptions will be continuously monitored through out the project, this task will provide one last opportunity to ensure that all three major components of the project, public outreach, preliminary engineering, and environmental documentation are well coordinated and in agreement.

### ***Task E.2 - Feasibility Study Report (Draft)***

Develop a draft Feasibility Study Report. The report will be a summary and compilation of all findings and results developed during the course of this project. The report will provide a clear summary that will support the selection of the preferred alternative as well as support any request for funding.

### **Task Deliverables:**

- Five (5) hard copies and one (1) electronic copy of the Feasibility Study Report (Draft)

### ***Task E.3 - Feasibility Study Report (Final)***

This final phase consists of revising the draft Feasibility Study Report to incorporate comments from the City and other review agencies.

### **Task Deliverables:**

- Five (5) hard copies and one (1) electronic copy of the Feasibility Study Report (Final)

## 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 **\$404,424.00**.
2. **Billable Rates.** CONSULTANT shall be paid for the performance of Services on an hourly rate, as set forth in Attachment 1 to Exhibit B, attached hereto and incorporated herein.
3. **CONSULTANT's Reimbursable Expenses.** Reimbursable Expenses shall be limited to actual expenditures of CONSULTANT for expenses that are necessary for the proper completion of the Services and shall only be payable if specifically authorized in advance by CITY.
4. **Payments to CONSULTANT.**
  - A. Payments to CONSULTANT shall be made within a reasonable time after receipt of CONSULTANT's invoice, said payments to be made in proportion to services performed or as otherwise specified in Attachment 1 to Exhibit B. CONSULTANT may request payment on a monthly basis. CONSULTANT shall be responsible for the cost of supplying all documentation necessary to verify the monthly billings to the satisfaction of CITY.
  - B. All invoices submitted by CONSULTANT shall contain the following information:
    - (1) Job Name
    - (2) Description of services billed under this invoice, and overall status of project
    - (3) Date of Invoice Issuance
    - (4) Sequential Invoice Number
    - (5) CITY's Purchase Order Number
    - (6) Total Contract Amount
    - (7) Amount of this Invoice (Itemize all Reimbursable Expenses)
    - (8) Total Billed to Date
    - (9) Total Remaining on Contract
    - (10) Updated project schedule. This shall identify those steps that shall be taken to bring the project back on schedule if it is behind schedule.
  - C. Items shall be separated into Services and Reimbursable Expenses. Billings that do not conform to the format outlined above shall be returned to CONSULTANT for correction. CITY shall not be responsible for delays in payment to CONSULTANT resulting from CONSULTANT's failure to comply with the invoice format described below.

D. Requests for payment shall be sent to:

*Ryan Moore, Senior Engineer  
Department of Transportation, Engineering Services Division  
915 I St, Room 2000*

*Phone: (916) 808-8279/Fax: (916) 808-8281/E-mail: rmoore@cityofsacramento.org*

5. **Additional Services.** Additional Services are those services related to the scope of services of CONSULTANT set forth in Exhibit A but not anticipated at the time of execution of this Agreement. Additional Services shall be provided only when a Supplemental Agreement authorizing such Additional Services is approved by CITY in accordance with CITY's Supplemental Agreement procedures. CITY reserves the right to perform any Additional Services with its own staff or to retain other consultants to perform said Additional Services.
6. **Accounting Records of CONSULTANT.** During performance of this Agreement and for a period of three (3) years after completing all Services and Additional Services hereunder, CONSULTANT shall maintain all accounting and financial records related to this Agreement, including, but not limited to, records of CONSULTANT's costs for all Services and Additional Services performed under this Agreement and records of CONSULTANT's Reimbursable Expenses, in accordance with generally accepted accounting practices, and shall keep and make such records available for inspection and audit by representatives of the CITY upon reasonable written notice.
7. **Taxes.** CONSULTANT shall pay, when and as due, any and all taxes incurred as a result of CONSULTANT's compensation hereunder, including estimated taxes, and shall provide CITY with proof of such payment upon request. CONSULTANT hereby agrees to indemnify CITY for any claims, losses, costs, fees, liabilities, damages or injuries suffered by CITY arising out of CONSULTANT's breach of this Section 7.



**ATTACHMENT 1  
TO  
EXHIBIT B**

Our fee proposal for the City College Light Rail Station Pedestrian/Bicycle Crossing Project totals \$404,424 based on a total level of effort of 3,140 hours and including all direct and indirect costs for LAN Engineering and our sub-consultants. The breakdown of specific costs and level of effort by task and personnel are shown in the attached tables. Note that rates are subject to 5% escalation after December 2007.

The following pages provide a detail of hours and fee based on a task by task breakdown.

Also attached is a copy of Form 440. As requested, this form is being submitted with the sealed cost estimate.

The following table provides additional information to breakdown the billing rates for LAN Engineering and our sub-consultants:

**Billing Rate Breakdown**

<b>Firm</b>	<b>Direct Labor</b>	<b>Overhead</b>	<b>Profit</b>	<b>Total Billing Rate</b>
<b>LAN Engineering</b>	1.00	1.20	0.10	2.420
<b>PMC</b>	1.00	1.44	0.10	2.684
<b>Blackburn Consulting</b>	1.00	1.92	0.10	3.212
<b>Lucy &amp; Company</b>	1.00	1.79	0.10	3.069
<b>R.E.Y. Engineering</b>	1.00	1.947	0.10	3.242
<b>Sacramento Engineering Consultants</b>	1.00	2.57	0.10	3.927



**FEE PROPOSAL – revised May 30, 2007, revised June 13, 2007**

**FEE PROPOSAL - LAN Hours**  
 City of Sacramento - City College Light Rail Station Pedestrian/Bicycle Crossing

LAN <b>LIM &amp; NASCIMENTO ENGINEERING CORP.</b>	LIM & Nascimento Staff													Total
	PM	Sr. Br Eng	Sr. Br Eng	Sr. Br Eng	Sr. Civil Eng	Sr. Civil Eng	Sr. Civil Eng	Sr. Civil Eng	QA / QC	Principal Eng.	Renderings	CADD		
	B. Fish	B. Fish	D. Price	S. Misirski	E. Ng	K. Poong	E. Girod	P. Gonzalez	N. Suydam	W. Nascimento	A. Pan	R. Antbrack		
Task														
<b>Phase A : Project Management</b>														
Task A.1 - Project Management, General	40									20			60	
Task A.2 - Meetings, attend	80		16	16									112	
Task A.3 - Meetings, setup / agendas / minutes	30												30	
Task A.4 - Provide Copy of Public Meeting material to City	4			16		16							36	
Task A.5 - Other Agency Coordination	40									16			56	
Task A.6 - Monthly Status Reports	40												40	
<b>Phase B : Public Outreach</b>														
Task B.1 - Develop Public Outreach Program & Project Management	8												8	
Task B.2 - Stakeholder Database	2												2	
Task B.3 - Public Outreach to local Stakeholders	8												8	
Task B.4 - Public Outreach to local Community	8												8	
Task B.5 - Newsletters	4												4	
Task B.6 - Project Website	4												4	
Task B.7 - Media Relations	2												2	
<b>Phase C : Preliminary Engineering</b>														
Task C.1 - Assessment of existing condition		12	8	24	12								56	
Task C.2 - Hazardous Waste (ISA)	2												2	
Task C.3 - Geometric Study + Drainage	2				8	16		8					34	
Task C.4 - Preliminary Foundation report (Draft)	4												4	
Task C.5 - Utilities	4						40						44	
Task C.6 - Surveying	4												4	
Task C.7 - Right-of-Way	12												12	
Task C.8 - Rail Traffic Studies	4				16	12							32	
Task C.9 - Alignment Studies	4		16			40							60	
Task C.10 - Develop Alternatives		24	24	24	16							24	112	
Task C.11 - Alternatives Cost Estimates		16	16	12	12								56	
Task C.12 - Preferred Alternative to 30%		16	48	12	12	16	12	16	8	4	32	40	216	
<b>Phase D : Environmental Documentation</b>														
Task D.1 - Project Initiation	24			8	8								40	
Task D.2 - Preparation of Technical Studies	8			4	4								16	
Task D.3 - Preparation of Administrative Draft MND													0	
Task D.4 - Preparation of Draft MND													0	
Task D.5 - Preparation of Final MND													0	
Task D.6 - Preparation of CEQA Findings and MMRP													0	
Task D.7 - Coordination w/ Caltrans for NEPA CE													0	
Task D.8 - Meetings													0	
<b>Phase E : Feasibility Study Report</b>														
Task E.1 - Evaluate Final Environmental Document for Effect on Preferred Alternative	4				8	8							20	
Task E.2 - Feasibility Study Report (Draft)	4		12	12	4	8							40	
Task E.3 - Feasibility Study Report (Final)	4		4	4	2	4							18	
<b>Total Hours</b>	<b>350</b>	<b>68</b>	<b>144</b>	<b>132</b>	<b>102</b>	<b>120</b>	<b>52</b>	<b>24</b>	<b>8</b>	<b>40</b>	<b>32</b>	<b>64</b>	<b>1136</b>	
<b>LAN Engineering Level of Effort</b>													<b>1136</b>	

**FEE PROPOSAL - revised May 30, 2007, rev**

**FEE PROP**

City of Sacramento - City C

	Sub Consultant Staff									
	and Co.					R.E.Y.				
	Project Director	Project Manager	Assoc. Planner	Outreach Specialist	Admin	Principal J. Bralnard	PM T. Cade	PM T. Brunge	Project Surveyor E. Luhan	Total
<b>Task</b>										
<b>Phase A : Project Management</b>										
Task A.1 - Project Management, General										0
Task A.2 - Meetings, attend										0
Task A.3 - Meetings, setup / agendas / minutes										0
Task A.4 - Provide Copy of Public Meeting material to City										0
Task A.5 - Other Agency Coordination										0
Task A.6 - Monthly Status Reports										0
<b>Phase B : Public Outreach</b>										
Task B.1 - Develop Public Outreach Program & Project Management				45	25					186
Task B.2 - Stakeholder Database				30	5					45
Task B.3 - Public Outreach to local Stakeholders				15						50
Task B.4 - Public Outreach to local Community				62	10					152
Task B.5 - Newsletters				55	12					125
Task B.6 - Project Website				0	0					0
Task B.7 - Media Relations				20						34
<b>Phase C : Preliminary Engineering</b>										
Task C.1 - Assessment of existing condition										0
Task C.2 - Hazardous Waste (ISA)										246
Task C.3 - Geometric Study										0
Task C.4 - Preliminary Foundation report (Draft)										77
Task C.5 - Utilities										0
Task C.6 - Surveying						16	34	10	72	132
Task C.7 - Right-of-Way						16	0	16	48	80
Task C.8 - Rail Traffic Studies										0
Task C.9 - Alignment Studies										0
Task C.10 - Develop Alternatives										0
Task C.11 - Alternatives Cost Estimates										52
Task C.12 - Preferred Alternative to 30%										52
<b>Phase D : Environmental Documentation</b>										
Task D.1 - Project Initiation	4	24	40							92
Task D.2 - Preparation of Technical Studies	4	20	8							253
Task D.3 - Preparation of Administrative Draft MND	8	44	120							200
Task D.4 - Preparation of Draft MND	4	16	32							66
Task D.5 - Preparation of Final MND	4	16	40							74
Task D.6 - Preparation of CEQA Findings and MMRP	2	8	16							26
Task D.7 - Coordination w/ Caltrans for NEPA CE	2	8	4							14
Task D.8 - Meetings	12	36	0							48
<b>Phase E : Feasibility Study Report</b>										
Task E.1 - Evaluate Final Environmental Document for Effect on Preferred Alternative										0
Task E.2 - Feasibility Study Report (Draft)										0
Task E.3 - Feasibility Study Report (Final)										0
<b>Total Hours</b>	<b>40</b>	<b>172</b>	<b>260</b>	<b>227</b>	<b>52</b>	<b>32</b>	<b>34</b>	<b>26</b>	<b>120</b>	
<b>Total Sub-Consultant Level of Effort</b>										<b>2004</b>

**FEE PROPOSAL - revised May 30, 2007, revised June 13, 2007**

**FEE PROPOSAL - LAN Fee**

City of Sacramento - City College Light Rail Station Pedestrian/Bicycle Crossing

LAN <b>LAN LIM &amp; NASCIMENTO ENGINEERING CORP.</b>	Lim & Nascimento Staff													Total
	PM	Sr. Br Eng	Sr. Br Eng	Sr. Br Eng	Sr. Civil Eng	Sr. Civil Eng	Sr. Civil Eng	Sr. Civil Eng	QA / QC	Principal Eng.	Rendering	CADD		
	B. Fish	B. Fish	E. Price	S. Murtree	E. Ho	K. Fong	E. Oros	F. Gonzalez	H. Suydam	W. Nascimento	A. Pan	R. Andrade		
Rate	\$142.2	\$148.2	\$128.0	\$132.0	\$157.1	\$118.2	\$82.0	\$127.5	\$127.1	\$181.2	\$72.6	\$88.6		
<b>Task</b>														
<b>Phase A : Project Management</b>														
Task A.1 - Project Management, General	5,968									3,824			9,792	
Task A.2 - Meetings, attend	11,936		2,048	2,208									16,192	
Task A.3 - Meetings, setup / agendas / minutes	4,476												4,476	
Task A.4 - Provide Copy of Public Meeting material to City	597			2,208		1,859							4,664	
Task A.5 - Other Agency Coordination	5,968									3,059			9,027	
Task A.6 - Monthly Status Reports	5,968												5,968	
<b>Phase B : Public Outreach</b>														
Task B.1 - Develop Public Outreach Program & Project Management	1,194												1,194	
Task B.2 - Stakeholder Database	298												298	
Task B.3 - Public Outreach to local Stakeholders	1,194												1,194	
Task B.4 - Public Outreach to local Community	1,194												1,194	
Task B.5 - Newsletters	597												597	
Task B.6 - Project Website	597												597	
Task B.7 - Media Relations	298												298	
<b>Phase C : Preliminary Engineering</b>														
Task C.1 - Assessment of existing condition		1,790	1,024	3,312	1,885								8,012	
Task C.2 - Hazardous Waste (ISA)	298												298	
Task C.3 - Geotechnical Study	298				1,257	1,859		1,022					4,437	
Task C.4 - Preliminary Foundation report (Draft)	597												597	
Task C.5 - Utilities	597						3,680						4,277	
Task C.6 - Surveying	597												597	
Task C.7 - Right-of-Way	1,793												1,793	
Task C.8 - Rail Traffic Studies	597				2,514	1,394							4,505	
Task C.9 - Alignment Studies	597		2,048			4,648							7,293	
Task C.10 - Develop Alternatives		3,581	3,072	3,312	2,514							2,366	14,845	
Task C.11 - Alternatives Cost Estimates		2,387	2,048	1,656	1,885								7,976	
Task C.12 - Preferred Alternative to 30%		2,387	6,144	1,656	1,885	1,859	1,104	2,045	1,257	765	2,323	3,944	25,369	
<b>Phase D : Environmental Documentation</b>														
Task D.1 - Project Initiation	3,581			1,104	1,257								5,942	
Task D.2 - Preparation of Technical Studies	1,194			552	628								2,374	
Task D.3 - Preparation of Administrative Draft MND													0	
Task D.4 - Preparation of Draft MND													0	
Task D.5 - Preparation of Final MND													0	
Task D.6 - Preparation of CEQA Findings and MMRP													0	
Task D.7 - Coordination w/ Caltrans for NEPA CE													0	
Task D.8 - Meetings													0	
<b>Phase E : Feasibility Study Report</b>														
Task E.1 - Evaluate Final Environmental Document for Effect on Preferred Alternative	597				1,257	930							2,783	
Task E.2 - Feasibility Study Report (Draft)	597		1,536	1,656	628	930							5,347	
Task E.3 - Feasibility Study Report (Final)	597		512	552	314	465							2,440	
<b>Indirect Expenses</b>														
Travel, meals, parking, etc.	\$3,000												3,000	
Reproduction, plotting, overnight mail, etc.														
<b>Total \$</b>	<b>52,220</b>	<b>10,146</b>	<b>18,432</b>	<b>18,216</b>	<b>16,024</b>	<b>13,944</b>	<b>4,784</b>	<b>3,067</b>	<b>1,257</b>	<b>7,648</b>	<b>2,323</b>	<b>6,310</b>	<b>\$157,371</b>	
<b>LAN Engineering Level of Effort</b>														

**FEE PROPOSAL - revised May 30, 2007, revised**

**FEE PROPOSAL**

City of Sacramento - City College

	Sub Consultant Staff									Total
					REY					
	Project Director	Project Manager	Assoc. Planner	Admin	Principal J. Bralnard	PM T. Cade	PM T. Brunge	Project Surveyor E. Luhan		
Rate	\$143	\$110	\$56	\$60	\$176	\$190	\$145	\$125		
Task										
<b>Phase A :</b>										
<b>Project Management</b>										
Task A.1 - Project Management, General									0	
Task A.2 - Meetings, attend									0	
Task A.3 - Meetings, setup / agendas / minutes									0	
Task A.4 - Provide Copy of Public Meeting material to City									0	
Task A.5 - Other Agency Coordination									0	
Task A.6 - Monthly Status Reports									0	
<b>Phase B :</b>										
<b>Public Outreach</b>										
Task B.1 - Develop Public Outreach Program & Project Management				1,500					21,890	
Task B.2 - Stakeholder Database				300					4,370	
Task B.3 - Public Outreach to local Stakeholders									6,355	
Task B.4 - Public Outreach to local Community				600					17,260	
Task B.5 - Newsletters				720					13,490	
Task B.6 - Project Website									0	
Task B.7 - Media Relations									3,690	
<b>Phase C :</b>										
<b>Preliminary Engineering</b>										
Task C.1 - Assessment of existing condition									0	
Task C.2 - Hazardous Waste (ISA)									33,491	
Task C.3 - Geometric Study									0	
Task C.4 - Preliminary Foundation report (Draft)									8,905	
Task C.5 - Utilities									0	
Task C.6 - Surveying					2,816	6,460	1,450	9,080	19,726	
Task C.7 - Right-of-Way					2,816		2,320	6,000	11,136	
Task C.8 - Rail Traffic Studies									0	
Task C.9 - Alignment Studies									0	
Task C.10 - Develop Alternatives									0	
Task C.11 - Alternatives Cost Estimates									6,960	
Task C.12 - Preferred Alternative to 30%									6,960	
<b>Phase D :</b>										
<b>Environmental Documentation</b>										
Task D.1 - Project Initiation	572	2,640	3,440						8,948	
Task D.2 - Preparation of Technical Studies	572	2,200	608						27,082	
Task D.3 - Preparation of Administrative Draft MND	1,144	4,840	10,320						18,504	
Task D.4 - Preparation of Draft MND	572	1,760	2,752						5,972	
Task D.5 - Preparation of Final MND	572	1,760	3,440						6,660	
Task D.6 - Preparation of CEQA Findings and MMRP	286	880	1,376						2,542	
Task D.7 - Coordination w/ Caltrans for NEPA CE	286	880	344						1,510	
Task D.8 - Meetings	1,716	3,960							5,676	
<b>Phase E :</b>										
<b>Feasibility Study Report</b>										
Task E.1 - Evaluate Final Environmental Document for Effect on Preferred Alternative									0	
Task E.2 - Feasibility Study Report (Draft)									0	
Task E.3 - Feasibility Study Report (Final)									0	
<b>Indirect Expenses</b>										
Travel, meals, parking, etc.	3,050				0				15,905	
Reproduction, plotting, overnight mail, etc.										
<b>Total \$</b>	<b>8,770</b>	<b>18,920</b>	<b>22,380</b>	<b>3,120</b>	<b>5,632</b>	<b>6,460</b>	<b>3,770</b>	<b>15,000</b>	<b>\$247,053</b>	
<b>Total Sub-Consultant Level of Effort</b>										



**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.

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

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

A. Minimum Scope & Limits of Insurance Coverage

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

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

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

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

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

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

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

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

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

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

B. Additional Insured Coverage

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

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

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

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

C. Other Insurance Provisions

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

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

D. Acceptability of Insurance

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

E. Verification of Coverage

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

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

F. Subcontractors

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

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

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

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

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

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

## EXHIBIT E

### REQUIREMENTS OF THE NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

#### INTRODUCTION

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

#### APPLICATION

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

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

#### DEFINITIONS

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

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

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

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

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

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

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

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

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

#### **EMPLOYER COMPLIANCE CERTIFICATE AND NOTICE REQUIREMENTS**

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

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

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

# Attachment A



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

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

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

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

The included employee benefits are:

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

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

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

**You May . . .**

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

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

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

## Attachment B



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

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

The included employee benefits are:

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

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

#### **You May . . .**

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

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

- Bring an action in the appropriate division of the Superior Court of the State of California against the employer and obtain reinstatement, injunctive relief, compensatory damages, punitive damages and reasonable attorney's fees and costs.

#### **Discrimination and Retaliation Prohibited.**

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

#### **You May Also . . .**

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

PROJECT #: TK81  
PROJECT NAME: City College Light Rail Station Pedestrian/Bicycle Crossing  
DEPARTMENT: Transportation  
DIVISION: Engineering Services

CITY OF SACRAMENTO  
CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT FOR DESIGN SERVICES

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

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**THIS AGREEMENT** is made at Sacramento, California, as of July 17, 2007, by and between the **CITY OF SACRAMENTO**, a municipal corporation ("CITY"), and

*Lim & Nascimento Engineering Corporation  
11344 Coloma Rd, Ste 590  
Gold River, CA 95670  
Phone: (916) 635-5233/Fax: (916) 635-5243*

("CONSULTANT"), who agree as follows:

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

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

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

Executed as of the day and year first above stated.

**CITY OF SACRAMENTO**  
A Municipal Corporation

**CONSULTANT:**  
Lim and Nascimento Engineering Corporation

By: \_\_\_\_\_  
Print name: \_\_\_\_\_  
Title: \_\_\_\_\_

NAME OF FIRM 33 - 0645290  
Federal I.D. No. 412 - 7030 - 07  
State I.D. No. \_\_\_\_\_

For: Ray Kerridge, City Manager

City of Sacramento Business Op. Tax Cert. No. \_\_\_\_\_

APPROVED TO AS FORM:

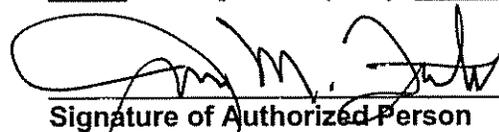
TYPE OF BUSINESS ENTITY (*check one*):

\_\_\_\_\_  
City Attorney

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

ATTEST:

\_\_\_\_\_  
City Clerk

  
\_\_\_\_\_  
Signature of Authorized Person

Attachments

James Faber, Vice President  
Print Name and Title

- 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

Irene Chuah  
Additional Signature (*if required*)

Irene Chuah, Controller  
Print Name and Title

**DECLARATION OF COMPLIANCE  
Equal Benefits Ordinance**

Name of Consultant: Lim & Nascimento Engineering Corporation

Address: 11344 Coloma Rd, Ste 590, Gold River, CA 95670

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 ~~Δ~~Ordinance).
3. Consultant understands, to the extent that such benefits are not preempted or prohibited by federal or state law, employee benefits covered by the Ordinance are any of the following:
  - a. Bereavement Leave
  - b. Disability, life, and other types of insurance
  - c. Family medical leave
  - d. Health benefits
  - e. Membership or membership discounts
  - f. Moving expenses
  - g. Pension and retirement benefits
  - h. Vacation
  - i. Travel benefits
  - j. Any other benefit offered to employees

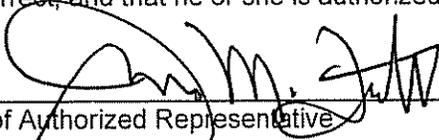
Consultant agrees that if Consultant offers any of the above-listed employee benefits, Consultant will offer those benefits, without discrimination between employees with spouses and employees with domestic partners, and without discrimination between the spouses and domestic partners of such employees.

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

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

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

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

  
\_\_\_\_\_  
Signature of Authorized Representative

7/05/07  
\_\_\_\_\_  
Date

James Faber  
\_\_\_\_\_  
Print Name

Vice President  
\_\_\_\_\_  
Title

**EXHIBIT A**

**CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT FOR DESIGN SERVICES**

**SCOPE OF SERVICES**

**1. Representatives.**

The CITY Representative for this Agreement is:

*Ryan Moore, Senior Engineer  
Department of Transportation, Engineering Services Division  
915 I St, Room 2000*

*Phone: (916) 808-8279/Fax: (916) 808-8281/E-mail: rmoore@cityofsacramento.org*

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

The CONSULTANT Representative for this Agreement is:

*Robert C Fish, PE, SE, Project Manager  
Lim & Nascimento Engineering Corporation  
11344 Coloma Rd, Ste 590  
Gold River, CA 95670*

*Phone: (916) 635-5233/Fax: (916) 635-5243*

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 July 17, 2007 through June 30, 2009.

## 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 **\$404,424.00**.
2. **Billable Rates.** CONSULTANT shall be paid for the performance of Services on an hourly rate, as set forth in Attachment 1 to Exhibit B, attached hereto and incorporated herein.
3. **CONSULTANT's Reimbursable Expenses.** Reimbursable Expenses shall be limited to actual expenditures of CONSULTANT for expenses that are necessary for the proper completion of the Services and shall only be payable if specifically authorized in advance by CITY.
4. **Payments to CONSULTANT.**
  - A. Payments to CONSULTANT shall be made within a reasonable time after receipt of CONSULTANT's invoice, said payments to be made in proportion to services performed or as otherwise specified in Attachment 1 to Exhibit B. CONSULTANT may request payment on a monthly basis. CONSULTANT shall be responsible for the cost of supplying all documentation necessary to verify the monthly billings to the satisfaction of CITY.
  - B. All invoices submitted by CONSULTANT shall contain the following information:
    - (1) Job Name
    - (2) Description of services billed under this invoice, and overall status of project
    - (3) Date of Invoice Issuance
    - (4) Sequential Invoice Number
    - (5) CITY's Purchase Order Number
    - (6) Total Contract Amount
    - (7) Amount of this Invoice (Itemize all Reimbursable Expenses)
    - (8) Total Billed to Date
    - (9) Total Remaining on Contract
    - (10) Updated project schedule. This shall identify those steps that shall be taken to bring the project back on schedule if it is behind schedule.
  - C. Items shall be separated into Services and Reimbursable Expenses. Billings that do not conform to the format outlined above shall be returned to CONSULTANT for correction. CITY shall not be responsible for delays in payment to CONSULTANT resulting from CONSULTANT's failure to comply with the invoice format described below.

D. Requests for payment shall be sent to:

*Ryan Moore, Senior Engineer  
Department of Transportation, Engineering Services Division  
915 I St, Room 2000*

*Phone: (916) 808-8279/Fax: (916) 808-8281/E-mail: rmoore@cityofsacramento.org*

5. **Additional Services.** Additional Services are those services related to the scope of services of CONSULTANT set forth in Exhibit A but not anticipated at the time of execution of this Agreement. Additional Services shall be provided only when a Supplemental Agreement authorizing such Additional Services is approved by CITY in accordance with CITY's Supplemental Agreement procedures. CITY reserves the right to perform any Additional Services with its own staff or to retain other consultants to perform said Additional Services.
6. **Accounting Records of CONSULTANT.** During performance of this Agreement and for a period of three (3) years after completing all Services and Additional Services hereunder, CONSULTANT shall maintain all accounting and financial records related to this Agreement, including, but not limited to, records of CONSULTANT's costs for all Services and Additional Services performed under this Agreement and records of CONSULTANT's Reimbursable Expenses, in accordance with generally accepted accounting practices, and shall keep and make such records available for inspection and audit by representatives of the CITY upon reasonable written notice.
7. **Taxes.** CONSULTANT shall pay, when and as due, any and all taxes incurred as a result of CONSULTANT's compensation hereunder, including estimated taxes, and shall provide CITY with proof of such payment upon request. CONSULTANT hereby agrees to indemnify CITY for any claims, losses, costs, fees, liabilities, damages or injuries suffered by CITY arising out of CONSULTANT's breach of this Section 7.

**EXHIBIT C**

**CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT FOR DESIGN SERVICES  
FACILITIES AND EQUIPMENT TO BE PROVIDED BY CITY**

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

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

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

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

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

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

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

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

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

**10. Indemnity.**

- A. Indemnity: CONSULTANT shall defend, hold harmless and indemnify CITY, its officers and employees, and each and every one of them, from and against any and all claims, actions, damages, costs, liabilities, demands, losses, judgments, penalties and expenses of every type and description, including, but not limited to, any fees and/or costs reasonably incurred by CITY's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Claims"), including but not limited to Claims arising from personal injury or death, damage to personal, real or intellectual property or the environment, contractual or other economic damages, or regulatory penalties, that arise out of, pertain to or relate to any negligent act or omission, recklessness or willful misconduct of CONSULTANT, its subconsultants, subcontractors or agents, and their respective officers and employees, in connection with performance of or failure to perform this Agreement, whether or not such Claims are litigated, settled or reduced to judgment; provided that the foregoing indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, damage or expense to the extent arising from (i) the sole negligence or willful misconduct of, or defects in design furnished by, CITY, its agents, servants, or independent contractors who are directly responsible to CITY, or (ii) the active negligence of CITY.
- B. Insurance Policies; Intellectual Property Claims: The existence or acceptance by CITY of any of the insurance policies or coverages described in this Agreement shall not affect or limit any of CITY's rights under this Section 10, nor shall the limits of such insurance limit the liability of CONSULTANT hereunder. This Section 10 shall not apply to any intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of Section 7 B., above. The provisions of this Section 10 shall survive any expiration or termination of this Agreement.

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

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

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

A. Minimum Scope & Limits of Insurance Coverage

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

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

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

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

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

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

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

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

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

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

B. Additional Insured Coverage

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

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

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

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

C. Other Insurance Provisions

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

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

D. Acceptability of Insurance

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

E. Verification of Coverage

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

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

F. Subcontractors

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

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

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

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

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

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

## EXHIBIT E

### REQUIREMENTS OF THE NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

#### INTRODUCTION

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

#### APPLICATION

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

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

#### DEFINITIONS

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

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

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

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

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

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

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

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

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

### **EMPLOYER COMPLIANCE CERTIFICATE AND NOTICE REQUIREMENTS**

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

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

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

# Attachment A



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

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

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

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

The included employee benefits are:

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

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

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

**You May . . .**

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

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

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

## Attachment B



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

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

The included employee benefits are:

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

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

#### **You May . . .**

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

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

- Bring an action in the appropriate division of the Superior Court of the State of California against the employer and obtain reinstatement, injunctive relief, compensatory damages, punitive damages and reasonable attorney's fees and costs.

#### **Discrimination and Retaliation Prohibited.**

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

#### **You May Also . . .**

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



**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. BW02194566

Issued to: Lim & Nascimento Engineering

By: St. Paul Fire & Marine 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 Deborah Patterson, Dept. of Human Resources Risk Management Division 915 1 St. Room 4001 Sacramento, CA 95814	Re: City College Light Rail Station Pedestrian/Bicycle Crossing (Project Number TD81) City of Sacramento, its directors, officials, officers, employees, agents and volunteers

*Teresa Chen*

# ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID CK  
LANEE-1

DATE (MM/DD/YYYY)  
07/09/07

**PRODUCER**  
Strachota Insurance Agency Inc  
California License #0249673  
43500 Ridge Park Drive #203  
Temecula CA 92590  
Phone: 951-676-2229 Fax: 951-676-7391

**INSURED**  
  
Lim & Nascimento Engineering  
12 Mauchly Bldg L  
Irvine CA 92618

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

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Lexington Insurance Company	
INSURER B: Golden Eagle	10836
INSURER C:	
INSURER D:	
INSURER E:	

## COVERAGES

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

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Accident ***See R  GEN L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO. JECT <input type="checkbox"/> LOC	7352459	12/15/06	12/15/07	EACH OCCURRENCE \$ 200000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50000 MED EXP (Any one person) \$ 5000 PERSONAL & ADV INJURY \$ 2000000 GENERAL AGGREGATE \$ 4000000 PRODUCTS - COMP/OP AGG \$ 4000000 Emp Ben. 1m/1m **
B	X	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	BA8225807	12/15/06	12/15/07	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
		OTHER				

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

Certificate holder\*its directors, officials, officers, employees, agents,, and volunteers are named as Additional Insured as respects general liability and commercial auto per attached endorsements CG 20371001 and GECA 701 (09/04). Re: City College Light Retail Station Pedestrian/Bicycle Crossing (Project No. TK81) \*EXCEPT FOR NON PAY THEN 10 DAYS \*See Notes\* XX

### CERTIFICATE HOLDER

**SACCITY**

City of Sacramento\*  
Dept. of Human Resources  
Risk Management Division  
915 I St. Room 4001  
Sacramento CA 95814

### CANCELLATION

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

AUTHORIZED REPRESENTATIVE  
*[Signature]*

**NOTEPAD:**

HOLDER CODE      SAC CITY  
INSURED'S NAME    Lim & Nascimento Engineering

LANEE-1  
OP ID CK

PAGE 2  
DATE 07/09/07

\*"Strachota Insurance Agency will mail 30 day written notice to certificate holder should this policy cancel." \*EXCEPT FOR NON PAY THEN 10 DAYS    X  
X

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

<b>Name of Person or Organization:</b>
<b>Location And Description of Completed Operations:</b>
<b>Additional Premium:</b>

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

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

# COMMERCIAL AUTO GOLD ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

## SECTION II – LIABILITY COVERAGE

### A. COVERAGE

#### 1. WHO IS AN INSURED

The following is added:

- d. Any organization, other than a partnership or joint venture, over which you maintain ownership or a majority interest on the effective date of this Coverage Form, if there is no similar insurance available to that organization.
- e. Any organization you newly acquire or form other than a partnership or joint venture, and over which you maintain ownership of a majority interest. However, coverage under this provision does not apply:
  - (1) If there is similar insurance or a self-insured retention plan available to that organization; or
  - (2) To "bodily injury" or "property damage" that occurred before you acquired or formed the organization.
- f. Any volunteer or employee of yours while using a covered "auto" you do not own, hire or borrow in your business or your personal affairs. Insurance provided by this endorsement is excess over any other insurance available to any volunteer or employee.
- g. Any person, organization, trustee, estate or governmental entity with respect to the operation, maintenance or use of a covered "auto" by an insured, if:
  - (1) You are obligated to add that person, organization, trustee, estate or governmental entity as an additional insured to this policy by:
    - (a) an expressed provision of an "insured contract", or written agreement; or
    - (b) an expressed condition of a written permit issued to you by a governmental or public authority.
  - (2) The "bodily injury" or "property damage" is caused by an "accident" which takes place after:
    - (a) You executed the "insured contract" or written agreement; or
    - (b) the permit has been issued to you.

#### 2. COVERAGE EXTENSIONS

##### a. Supplementary Payments

Subparagraphs (2) and (4) are amended as follows:

- (2) Up to \$2500 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "Insured" at our request, including actual loss of earning up to \$500 a day because of time off from work.

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## SECTION III – PHYSICAL DAMAGE COVERAGE

### A. COVERAGE

The following is added:

#### 5. Hired Auto Physical Damage

- a. Any "auto" you lease, hire, rent or borrow from someone other than your employees or partners or members of their household is a covered "auto" for each of your physical damage coverages.
- b. The most we will pay for "loss" in any one "accident" is the smallest of:
  - (1) \$50,000
  - (2) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
  - (3) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

If you are liable for the "accident", we will also pay up to \$500 per "accident" for the actual loss of use to the owner of the covered "auto".

- c. Our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by an amount that is equal to the amount of the largest deductible shown for any owned "auto" for that coverage. However, any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.
- d. For this coverage, the insurance provided is primary for any covered "auto" you hire without a driver and excess over any other collectible insurance for any covered "auto" that you hire with a driver.

#### 5. Rental Reimbursement Coverage

We will pay up to \$75 per day for up to 30 days, for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Rental Reimbursement will be based on the rental of a comparable vehicle, which in many cases may be substantially less than \$75 per day, and will only be allowed for a period of time it should take to repair or replace the vehicle with reasonable speed and similar quality, up to a maximum of 30 days. We will also pay up to \$500 for reasonable and necessary expenses incurred by you to remove and replace your materials and equipment from the covered "auto".

If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided under paragraph 4. **Coverage Extension.**

#### 8. Lease Gap Coverage

If a long-term leased "auto" is a covered "auto" and the lessor is named as an Additional Insured --Lessor, in the event of a total loss, we will pay your additional legal obligation to the lessor for any difference between the actual cash value of the "auto" at the time of the loss and the "outstanding balance" of the lease.

"Outstanding balance" means the amount you owe on the lease at the time of loss less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; and lease termination fees.

### B. EXCLUSIONS

The following is added to Paragraph 3:

The exclusion for "loss" caused by or resulting from mechanical or electrical breakdown does not apply to the accidental discharge of an airbag.

Paragraph 4 is replaced with the following:

#### 4. We will not pay for "loss" to any of the following:

- a. Tapes, records, disks or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.

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- b. Equipment designed or used for the detection or location of radar.
- c. Any electronic equipment that receives or transmits audio, visual or data signals.

Exclusion 4.c. does not apply to:

- (1) Electronic equipment that receives or transmits audio, visual or data signals, whether or not designed solely for the reproduction of sound, if the equipment is permanently installed in the covered "auto" at the time of the "loss" and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto"; or
- (2) Any other electronic equipment that is:
  - (a) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system; or
  - (b) An integral part of the same unit housing any sound reproducing equipment described in (1) above and permanently installed in the opening of the dash or console of the covered "auto" normally used by the manufacturer for installation of a radio.

#### D. DEDUCTIBLE

The following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

### SECTION IV. – BUSINESS AUTO CONDITIONS

#### A. LOSS CONDITIONS

Item 2.a. and b. are replaced with:

##### 2. Duties In The Event of Accident, Claim, Suit, or Loss

- a. You must promptly notify us. Your duty to promptly notify us is effective when any of your executive officers, partners, members, or legal representatives is aware of the accident, claim, "suit", or loss. Knowledge of an accident, claim, "suit", or loss, by other employee(s) does not imply you also have such knowledge.
- b. To the extent possible, notice to us should include:
  - (1) How, when and where the accident or loss took place;
  - (2) The names and addresses of any injured persons and witnesses; and
  - (3) The nature and location of any injury or damage arising out of the accident or loss.

The following is added to 5.

We waive any right of recovery we may have against any additional insured under **Coverage A. 1. Who Is An Insured g.**, but only as respects loss arising out of the operation, maintenance or use of a covered "auto" pursuant to the provisions of the "insured contract", written agreement, or permit.

#### B. GENERAL CONDITIONS

9. Is added:

##### 9. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Your unintentional failure to disclose any hazards existing at the effective date of your policy will not prejudice the coverage afforded. However, we have the right to collect additional premium for any such hazard.

#### COMMON POLICY CONDITIONS

2.b. is replaced by the following:

- b. 60 days before the effective date of cancellation if we cancel for any other reason.