Meeting Date: 5/17/2016

Report Type: Consent

Report ID: 2016-00487

Title: Approval of Consultant Agreement and Appropriation and Transfer of Funds for North 12th Complete Street Project (T15165000)

Location: Districts 3 and 4

Recommendation: Pass a Resolution: 1) authorizing the City Manager to execute a Professional Services Agreement in the not to exceed amount of $429,139 with Psomas; and 2) appropriating and transferring funds.

Contact: Judy Matsui-Drury, Senior Engineer (916) 808-7610; Nicholas Theocharides, Engineering Services Manager (916) 808-5065, Department of Public Works

Presenter: None

Department: Public Works Department

Division: Engineering Services Admin

Dept ID: 15001111

Attachments:
1-Description/Analysis
2-Background
3-Resolution
4-Exhibit A - Signed Agreement

City Attorney Review
Approved as to Form
Gerald Hicks
5/10/2016 9:24:03 AM

Approvals/Acknowledgements
Department Director or Designee: Jerry Way - 4/29/2016 8:35:56 AM
Description/Analysis

Issue: This project transitions North 12th Street from the American River to H Street to a complete street serving all modes of transportation. In furthering this objective, the project converts the westernmost travel lane on North 12th Street from Richards Boulevard to C Street into a two-way cycle track with streetscape to provide a direct connection from the Two Rivers Trail along the American River to Downtown Sacramento. A southbound bike lane will continue from C Street to H Street with on-street parking through the Alkali Flat neighborhood.

Policy Considerations: The project is consistent with the City General Plan goals of promoting safety and enhancing livability, sustainability, and economic vitality. The project promotes the development of multimodal choices (General Plan Goal M 1.2.1), the provision of multimodal access (General Plan M 1.2.4), the construction of new bikeways in existing neighborhoods to improve connectivity (General Plan Goal M 1.3.2.c), and the reduction of conflicts between motorists, bicyclists, and pedestrians (General Plan Goal M 5.1.5).

The project is also consistent with the City’s Mobility Element of the General Plan to create a well-connected transportation network, support increased densities and a mix of uses in multi-modal districts, help walking become more practical for short trips, and support bicycling for both short- and long-distance trips.

Economic Impact: None

Environmental Considerations:

California Environmental Quality Act (CEQA): Under CEQA general rule 15061-B-3, CEQA applies only to projects which have the potential for causing a significant effect on the environment. These actions will have no effect on the environment and are therefore not subject to CEQA review. Appropriate CEQA review for the project will take place as part of project development.

Sustainability Considerations: The project is consistent with the City’s Sustainability Master Plan goals to help improve the health of residents by promoting walking and bicycling, and to create a healthier urban environment by constructing bike paths. The project will also reduce dependence on the private automobile, decrease the use of fossil fuels, and help meet air quality standards by providing an array of transportation choices near jobs for a balanced, healthy city.

Other: None
Commission/Committee Action: None.

Rationale for Recommendation: The project transitions North 12th Street from the American River to H Street to a complete street serving all modes of transportation. Federal funds have been authorized for the preliminary engineering phase of the project.

On November 16, 2015, the City’s Department of Public Works advertised a request for proposals for the competitive selection of a consultant firm to perform the preliminary engineering and environmental documentation for the project. Two firms responded:

<table>
<thead>
<tr>
<th>FIRM</th>
<th>Disadvantaged Business Enterprise (DBE) Participation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Echelon Transportation Group</td>
<td>26.5%</td>
</tr>
<tr>
<td>Psomas</td>
<td>12.5%</td>
</tr>
</tbody>
</table>

A panel of City staff reviewed and evaluated the consultant teams’ written proposals based upon experience, qualifications, project understanding, and work plan among other factors. Both consultant teams were deemed qualified responders to the proposal solicitation process. The panel interviewed both consultant teams and the panel selected Psomas as the top ranked team. It is anticipated that the preliminary engineering and environmental documentation will be completed in approximately one year.

City Council approval is needed for the award of the consultant contract and for the appropriation and transfer of funds to proceed with the project.

Financial Considerations: The preparation of the preliminary engineering and environmental documentation of the North 12th Complete Street Project (T15165000) is estimated to cost $620,000.

As of April 20, 2016, the North 12th Complete Street Project (T15165000) has a total budget of $400,000. To date, $38,700 has already been expended and staff anticipates an additional $581,300 is needed to complete the preliminary engineering and environmental documentation.

Approval of the appropriation of $120,000 (Fund 3703) and the transfer of $100,000 (Fund 2007) from the Major Street Improvement Project (T15138000) will bring the total...
preliminary engineering and environmental documentation (PA/ED) budget to $620,000 and the unobligated balance to $581,300, which is sufficient to complete the environmental documentation and preliminary engineering for the project and award the consultant contract.

There are no General Funds planned or allocated for this project.

**Local Business Enterprise (LBE):** This is a federally-funded project. Disadvantaged Business Enterprise (DBE) project participation requirements apply. The LBE policy is held in abeyance. The contract award will comply with all federal DBE participation requirements. Psomas has pledged to meet 12.5% DBE project participation for this project, which exceeds the 9% DBE goal that was set.
Background:

The North 12th Complete Street Project (T15165000) transitions North 12th Street into a complete street for all transportation modes while adding aesthetic and safety improvements. It converts the westernmost travel lane on North 12th Street between Richards Boulevard and C Street into a two-way cycle track that will provide a direct connection from the Two Rivers Trail along the American River to Downtown Sacramento. The addition of a two-way cycle track would allow bicyclists to ride in both the northbound and southbound directions on North 12th Street. A southbound bike lane will continue from C Street to H Street with on-street parking as it continues through Alkali Flat neighborhood. This would make bicycle trips more convenient and provide a safer facility in conjunction with the existing sidewalk. The conversion of the travel lane will also help to slow traffic that crosses over the American River at freeway speeds to a level more compatible with driving in the Central City, and with bicyclist and pedestrian travel.

The U.S. Department of Housing and Urban Development (HUD) requires adoption of a Five-Year Consolidated Plan and an annual Action Plan to identify the programs and projects for expenditure of federal Community Development Block Grant (CDBG) funds. SHRA prepared the required Five Year (2014-18) Consolidated Plan and the One Year Action Plan to identify the programs and projects for expenditure of federal Community Development Block Grant (CDBG) funds. The North 12th Complete Street Project (T15165000) was one of the projects identified in the plan for implementation.

The North 12th Complete Street Plan was initiated as part of a Caltrans Environmental Justice Grant to investigate opportunities to improve the accessibility and safety of the corridor to better meet the evolving needs of the community. The project was led as a partnership between the City’s Public Works Department and Economic Development Department. Early in the planning effort, a Technical Advisory committee was formed, consisting of representatives from various City departments along with Regional Transit, SHRA, SMUD and SACOG. The City did extensive public outreach with local businesses and residents in the Twin Rivers community throughout the course of the project. The North 12th Street Complete Street Project Concept Report was completed in February 2015 and included different project alternatives that were analyzed and evaluated for improvements to safety, accessibility, connectivity, cost effectiveness, and operational impacts.

On May 5th, 2015, the City Council approved staff to apply for the preliminary engineering and construction funds through the State Active Transportation Program (Cycle Two) (ATP) call for projects. The project was awarded $3,378,000 in federal funds for preliminary engineering, environmental, final design and construction. From
ATP, $120,000 for preliminary engineering was allocated by the California Transportation Commission and authorized by Caltrans who administers the program in January 2016.
RESOLUTION NO. 2016-

Adopted by the Sacramento City Council

APPROVAL OF AGREEMENT AND APPROPRIATION AND TRANSFER OF FUNDS TO THE NORTH 12TH COMPLETE STREET PROJECT (T15165000)

BACKGROUND

A. The North 12th Complete Street Project (T15165000) will convert the westernmost travel lane on North 12th Street from Richards Boulevard to H Street into a two-way cycle track with streetscape, to provide a direct connection from the Two Rivers Trail along the American River to Downtown Sacramento.

B. The Sacramento Housing and Redevelopment Agency (SHRA) and the City of Sacramento entered into an Individual Project Agreement (IPA) (2015-0113) for $300,000 (Fund 2700) in Community Development Block Grant (CDBG) funds toward the engineering, design, and environmental clearance for the project.

C. The City received federal funding through the State Active Transportation Program (ATP) for the remaining funding needed to complete the project. CDBG funds will provide the required local match.

D. City staff advertised a competitive proposal solicitation for consulting firms to perform preliminary engineering and environmental documentation. Two proposals were received and Psomas was selected as the top ranked firm to provide the required services.

E. In January 2016, Caltrans authorized use of federal ATP funds for the preliminary engineering phase of the project.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:

Section 1. Approve the agreement with Psomas in the amount not to exceed $429,139 and direct the City Manager to execute an agreement.

Section 2. The FY15/16 Capital Improvement Program is amended by appropriating $120,000 (Fund 3703) for the preliminary engineering phase to the North 12th Complete Street Project (T15165000).

Section 3. The FY15/16 Capital Improvement Program is amended by transferring $100,000 (Fund 2007) from the Major Street Improvement Project
(T15138000) for the preliminary engineering phase to the North 12th Complete Street Project (T15165000).
PROJECT #: T15165000
PROJECT NAME: North 12th Complete Street
DEPARTMENT: Public Works
DIVISION: Engineering Services

CITY OF SACRAMENTO

PROFESSIONAL SERVICES AGREEMENT
FOR ARCHITECTS, LANDSCAPE
ARCHITECTS, PROFESSIONAL ENGINEERS,
AND PROFESSIONAL LAND SURVEYORS

THIS AGREEMENT is made at Sacramento, California, as of May 17, 2016, by and between the
CITY OF SACRAMENTO, a municipal corporation (“CITY”), and

PSOMAS
1075 Creekside Ridge Drive, Suite 2000
Roseville CA 95687
P: 916.788.8122/Email: thayes@psomas.com
(“CONTRACTOR”), who agree as follows:

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

2. Payment. CITY shall pay CONTRACTOR 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 CONTRACTOR for the services rendered pursuant to this
Agreement unless pursuant to Section 1, above, CITY approves additional compensation for
additional services. CONTRACTOR 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 CONTRACTOR uses for billing clients similar to CITY.

3. Facilities and Equipment. Except as set forth in Exhibit C, CONTRACTOR 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 CONTRACTOR only the facilities and equipment listed in Exhibit C according to any terms and conditions set forth in Exhibit C.

4. **General Provisions.** The General Provisions set forth in Exhibit D, that include indemnity and insurance requirements, are part of this Agreement. In the event of any conflict between the General Provisions and any terms or conditions of any document prepared or provided by CONTRACTOR 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. CONTRACTOR 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 CONTRACTOR hereby represents and warrants that he/she is fully authorized to sign this Agreement on behalf of CONTRACTOR and to bind CONTRACTOR to the performance of its obligations hereunder.

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

Executed as of the day and year first above stated.

**CITY OF SACRAMENTO**
A Municipal Corporation

By: ________________________________

Print name: JERRY WAY

Title: Director, Department of Public Works

For: John F. Shirey, City Manager

APPROVED TO AS FORM:

City Attorney
ATTEST:

__________________________________________________________
City Clerk

Attachments

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

CONTRACTOR:

____________________
NAME OF FIRM

____________________
Federal I.D. No.

____________________
State I.D. No.

103000

TYPE OF BUSINESS ENTITY (check one):

______ Individual/Sole Proprietor

______ Partnership

X Corporation (may require 2 signatures)

______ Limited Liability Company

______ Other (please specify: ________________________ )

____________________
Signature of Authorized Person

____________________
Print Name and Title

____________________
Additional Signature (if required)

____________________
Print Name and Title
DECLARATION OF COMPLIANCE
Equal Benefits Ordinance

Name of Contractor: PSOMAS

Address: 1075 Creekside Ridge Drive, Suite 200 Roseville, CA 95678

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

1. Contractor 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, Contractor 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. Contractor 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

Contractor agrees that if Contractor offers any of the above-listed employee benefits, Contractor 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. Contractor understands that Contractor 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, Contractor will not be required to provide the benefit, nor shall it be deemed discriminatory, if Contractor requires the employee to pay the monetary difference in order to provide the benefit to the domestic partner or to the spouse.
b. If Contractor is unable to provide a certain benefit, despite taking reasonable measures to do so, if Contractor provides the employee with a cash equivalent Contractor will not be deemed to be discriminating in the application of that benefit.

c. If Contractor provides employee benefits neither to employee’s spouses nor to employee’s domestic partners.

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

e. If Contractor 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"). Contractor 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. Contractor 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 Contractor 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 Contractor cannot end discrimination in employee benefits despite taking all reasonable measures to do so, Contractor provides a cash equivalent to eligible employees for whom employee benefits are not available. Unless otherwise authorized in writing by the City Manager, Contractor 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. Contractor understands that failure to comply with the provisions of Section 4(a) through 4(i), above, will subject Contractor 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. Contractor 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. Contractor further agrees to maintain a copy of each such letter provided, in an appropriate file for inspection by authorized representatives of the City. Contractor also agrees to prominently display a poster informing each employee of these rights.

7. Contractor understands that Contractor 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. Contractor 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 Contractor.

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 Contractor to the provisions of this Declaration.

Signature of Authorized Representative

Date

Print Name

Title
EXHIBIT A

PROFESSIONAL SERVICES AGREEMENT FOR DESIGN PROFESSIONALS

SCOPE OF SERVICES

1. Representatives.

The CITY Representative for this Agreement is:

Judy Matsui-Drury, Project Manager
915 I Street, Room 2000
Sacramento CA 95814
P: 916.808.7610/Email: jmatsui-drury@cityofsacramento.org

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

The CONTRACTOR Representative for this Agreement is:

Tim Hayes
PSOMAS
1075 Creekside Ridge Drive, Suite 2000
Roseville CA 95687
P: 916.788.8122/Email: thayes@psomas.com

All CITY questions pertaining to this Agreement shall be referred to the CONTRACTOR Representative. All correspondence to CONTRACTOR 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. Insurance. Insurance requirements are specified in Exhibit D, Section 11.

3. Conflict of Interest Requirements.

A. Generally. Under the California Political Reform Act, Government Code §§ 81000 et seq., designated employees of the CITY are required to comply with the CITY’s Conflict of Interest Code. The term “designated employees” is a term of art and includes individuals who are working for contractors who are providing services or performing work for the CITY and who are considered to be “consultants” under the Political Reform Act. The term “consultant” generally includes individuals who make, or participate in making, governmental decisions or who serve in a staff capacity. Individuals who perform work that is solely clerical, ministerial, manual or secretarial are not “consultants.”
The CITY’s Conflict of Interest Code requires designated employees, including individuals who qualify as “consultants”, to file the following statements of economic interests:

(1) An “assuming office” statement of economic interests to be filed within 30 days after execution of the agreement between the City and the contractor;

(2) Annual statements of economic interests while the agreement remains in effect, to be filed not later than April 30 of each year; and

(3) A “leaving office” statement of economic interests to be filed within 30 days of completion of the contract.

The above statements of economic interests are public records subject to public disclosure under the California Public Records Act.

The CITY’s Conflict of Interest Code also requires individuals who qualify as “consultants” under the Political Reform Act to comply with the conflict of interest provisions of the Political Reform Act, which generally prohibit individuals from making or participating in the making of decisions that will have a material financial effect on their economic interests.

B. Conflict of Interest Statements. The individual(s) who will provide services or perform work pursuant to this Agreement are “consultants” within the meaning of the Political Reform Act and the CITY’s Conflict of Interest Code: _____ yes  ____X____ no

If “yes” is checked above, CONTRACTOR shall cause the following to occur within 30 days after execution of this Agreement:

(1) Identify the individuals who will provide services or perform work under this Agreement as “consultants”;

(2) Cause these individuals to file with the CITY Representative the “assuming office” statements of economic interests required by the CITY’s Conflict of Interest Code.

Thereafter, throughout the term of the Agreement, CONTRACTOR shall cause these individuals to file with the CITY Representative annual statements of economic interests, and “leaving office” statements of economic interests, as required by the CITY’s Conflict of Interest Code. The CITY may withhold all or a portion of any payment due under this Agreement until all required statements are filed.
4. **Scope of Services.**
The services provided shall be as set forth in Attachment 1 to Exhibit A, attached hereto and incorporated herein.

5. **Time of Performance.** The services described herein shall be provided through **December 31, 2020.**
North 12th Complete Street
Project Approval and Environmental Document (PA&ED)

PROJECT UNDERSTANDING AND APPROACH

Existing Conditions. North 12th Street is a one-way four lane roadway connecting North Sacramento to Downtown as it travels through the River District and Alkali Flat. Today, North 12th Street serves as a major north south connector which accommodates vehicle and light rail traffic through an area of the City that has been neglected and has numerous safety issues experienced by bicyclists and pedestrians that use the corridor.

The roadway was formerly known as State Route (SR) 160 until the early 2000s when it was relinquished from Caltrans to the City. Along the east side of 12th Street, southbound trains operate in a shared lane with vehicular traffic. The land use along the west side consists of commercial and light industrial with an abundance of driveways that need to be consolidated in order to find a balance between preserving the access and incorporating a cycle track.

Proposed Improvements. In order to implement the complete street improvements, which will accommodate all modes of transportation, the project proposes to convert the westernmost travel lane into a two-way cycle track between Richards Boulevard and C Street and incorporate streetscape elements in order to enhance the aesthetics along the corridor. The cycle track will provide a direct connection from the Two Rivers Trail along the American River to downtown. South of C Street, a southbound Class II bike lane will continue from C Street to H Street along with on-street parking along the west side of the street.

Through the planning process, the addition of a two-way cycle track will allow bicyclists to ride in both the northbound and southbound direction closing a regional gap that will serve many users. As identified in the Concept Report, Option 2 was found to be most favorable and have the least impact on the SR 160 bridge crossing over the American River.

Coordination with Other Development and Infrastructure Projects. There are many challenges and opportunities to implement the cycle track and one of the primary challenges is the complexity of the many projects and activities that are currently underway in and around the 12th Street corridor. The redevelopment project that is currently underway at the Sacramento Railyards will have wide ranging effects throughout the area. The Sacramento Housing and Redevelopment Agency (SHRA) is in the process of planning for redevelopment of the Twin Rivers Community Housing facility which will have an effect on this planned complete street. As part of the Twin Rivers project, the Sacramento Regional Transit District (RT) will be constructing the new Dos Rios light rail station on 12th Street near Richards Boulevard. These and other projects in and around the corridor create a complex interplay of many moving parts in an area that already presents many constraints and challenges which, if not addressed and coordinated properly, will delay the implementation of the North 12th Complete Street Project.
PROJECT APPROACH

We have developed an approach to address the key challenges and opportunities based on our experience working on similar cycle track and streetscape projects. The key challenges and our approach to addressing each include the following:

- **Place Making** – Our team will rely on our working knowledge of the corridor and adjacent projects to incorporate aesthetic enhancements.

- **CEQA/NEPA Documentation** – Our team will utilize our experience on the Railyards and River District environmental to expedite the California Environmental Quality Act (CEQA)/National Environmental Policy Act (NEPA) documentation.

- **Crime Prevention Through Environmental Design (CPTED)** – Our traffic team will utilize their previous traffic analysis and incorporate CPTED measures into the corridor.

- **Cycle Track** – Our team will use our experience working on previous cycle track projects to implement the improvements best suited to serve the bicyclists along the corridor connecting Twin Rivers to downtown.

Place Making. As the primary north side connection into Sacramento’s downtown area, the North 12th Street corridor has the potential to be a vibrant gateway into downtown, as well as a community amenity for the River District and Alkali Flat. The proposed complete street project can positively increase access to the neighborhood and provide those living and working in the area a safe and pedestrian friendly experience when walking, biking and driving through the area. Neighbors envision a “dynamic and interconnected” and “safe” place. To support the local community’s vision, we anticipate exploring the idea that the street can become a community platform for place making initiatives.

Sacramento is the ‘City of Trees’ and one missing element along the 12th Street corridor is a cohesive tree canopy. We envision a continuous tree canopy as an effective landscape strategy to soften the character of the corridor. Likewise, we envision a unique corridor that is defined by wayfinding, green infrastructure strategies, custom furnishings, and drought tolerant plantings to encourage people to gather, recreate, and share.

A comprehensive wayfinding strategy for cyclists and pedestrians is crucial for people visiting the area. Currently, there is a lack of designated bike routes to the American River. The 12th Street cycle track will support pedestrian connection to and from downtown, American River Parkway and Two Rivers Trail. Increased wayfinding and lighting will be vital in ensuring the safe access and use of the trail. We also see the cycle track as an opportunity to personalize 12th Street and encourage users to stop and support local businesses, through the use of place making endeavors, custom signage at key locations along the route.

Environmental – CEQA/NEPA Documentation. The project has received state and federal funds and is subject to NEPA and CEQA requirements with oversight from Caltrans and Federal Highway Administration (FHWA) for NEPA. The CEQA documentation will be prepared under the oversight of City Environmental Staff. The Consultant team will be responsible for the production of all technical studies necessary for approval of CEQA. The proposed scope of work identifies assumptions and deliverables for the proposed CEQA work plan. The NEPA documentation will be prepared per the process and guidelines in the Caltrans Local Assistance Procedures Manual (LAPM) and Standard Environmental Reference (SER), under the oversight
of Caltrans delegated by the Federal Highway Administration. The team will be responsible for the production of all technical studies necessary for NEPA approval.

As part of the Psomas Team, ESA is in a unique position as leading the environmental efforts for all three of the adjacent major downtown infrastructure projects: Railyards development, Golden One Center, and the Twin Rivers Public Housing/Dos Rios Station projects. ESA brings extensive experience working with Caltrans staff which will help facilitate NEPA clearance through Caltrans.

CPTED. Our team will utilize our previous experience working on similar projects to incorporate crime prevention through environmental design measures, thereby creating a safe environment for residents, businesses, and visitors to the corridor. Our approach to ensuring CPTED is incorporated in the North 12th Corridor includes the following key steps:

- Develop criteria for reviewing corridor and transit stations and stops based on CPTED guiding principles
- Review corridor for natural surveillance weaknesses and opportunities (ability for people to observe bicyclists and pedestrians and bicyclists to observe people as they approach them)
- Review corridor, transit stations, and adjacent buildings for natural access control weaknesses and opportunities (differentiating between public space and private space or public spaces where people are not meant to loiter in, such as underpasses)
- Develop a tiered menu of CPTED-based solutions and/or applications of CPTED principles (tiers represent cost-effectiveness and application such as general corridor-wide features)
- Coordinate the CPTED review and menu of solutions with the team members developing Place Making concepts

Cycle Track. Having worked on the Congress Street Cycle Track, Multnomah Cycle Track, and Chollas Creek Corridor Cycle Track just to name a few, our team will use this similar experience to implement the improvements best suited to serve the bicyclists along the 12th Street corridor. From this experience, we recognize there is a balance that must be met with providing driveways for access, constructing continuous sidewalks, incorporating low impact design (LID) measures, allowing on-street parking, and installing pedestrian crossing treatments such as a rectangular rapid flashing beacon (RRFB) and the HAWK system when designing the cycle track.

For the Multnomah Cycle Track, the elevated cycle track lane was located between the sidewalk curb and on-street parking on some segments of Multnomah Boulevard. There was concern that the opening of passenger doors on parked vehicles would partially block the cycle track and/or strike bicyclists. For the design, we considered where on-street parking was placed adjacent to the elevated bike lane, and eventually recommended widening the cycle track slightly and implementing special “door zone” pavement markings. This an example of the challenges that are present and how our team must address them in order to balance the installation of cycle track with the diverse needs of the corridor related to access and safety.
SCOPE OF SERVICES

Based on our understanding of the project, and more importantly, our approach to addressing the key issues, the Psomas Team has developed this detailed scope of services that we have successfully utilized on similar projects.

Task 1 – Project Management (Project Approval & Environmental Documentation (PA&ED))

Psomas is to provide coordination for activities related to project management, agency coordination, preliminary engineering, traffic analysis, public outreach, and environmental studies leading to the development of an approved project report and environmental document.

Meetings

Psomas will facilitate Project Development Team (PDT) team meetings with the City to closely monitor the project. As appropriate, Psomas will coordinate with the key stakeholders regarding the project. Psomas will hold bi-weekly internal meetings with the engineering and environmental team to review the status and address any outstanding issues. It is assumed there will be eight (8) PDT meetings.

Develop and Maintain Project Schedule

Psomas will prepare a Critical Path Method schedule. The schedule will be developed in Microsoft Project and updated and reviewed with City staff during the PDT team meetings. Working closely with the City Project Manager, Psomas will supplement the initial schedule to include key activities necessary for the successful completion of the project. The schedule will indicate the responsibility of each task and show the interdependencies between each task.

Prepare Progress Reports and Invoices

Psomas will prepare progress reports and invoices that reflect the professional services provided and summarize the anticipated and completed tasks on a monthly basis. The progress report will consist of a summary of the budget spent in relationship to the work performed.

Perform Quality Control Reviews

Psomas will provide the quality control and quality assurance for the project. This task includes providing senior reviews to ensure conformance with City standards, identify conflicts, and monitor the overall quality and efficiency of the project. We will prepare a documentation of reviews and responses to the review comments for each submittal.

Stakeholder Coordination

Psomas will coordinate its efforts with the City and key stakeholders including Sacramento Regional Transit, SHRA, River District, Railyards, and businesses along the corridor to inform them of the project status, gather input regarding issues affecting the scope of the project, and to make every effort for the project to be ultimately accepted by the affected agencies.

Deliverables

- Team meeting agendas and minutes
- Monthly progress reports and invoices
- Initial and updated project schedules
• QC comments and responses

Task 2 – Data Collection, Mapping, Surveys, and Right-of-Way

Data Collection and Field Investigation
Psomas will review available studies, reports, and other documents that include the project concept report, geotechnical and materials information, traffic data and forecast, conceptual alternatives, roadway as-builts and information obtained from the adjacent projects.

Mapping and Surveying
It is assumed that City staff will provide the design level mapping, right of way boundary, and aerial imagery for the project.

Task 3 - Public and Stakeholder Outreach

Outreach Management
AIM Consulting, Inc. (AIM) will attend a project kick-off meeting and regular coordination meetings with project team members. Other project management tasks may include providing strategic advice and counsel, attending other project-related meetings, monitoring team communications, and reviewing project materials and reports.

Stakeholder Identification
AIM will develop and maintain a stakeholder database throughout the project’s duration. This database will include: stakeholder name, contact information as well as the preferred method of contact and potential key concerns and/or areas of project interest. Building off of work completed in the previous phase of the project, AIM can develop a comprehensive list of key stakeholders.

Stakeholder Focus Meetings (1)
Stakeholder focus group meetings provide an opportunity for key stakeholders to discuss the project and their concerns early in the process while providing the project team with a better understanding of project opportunities and constraints. AIM and members of the project team will schedule a focus meeting with key stakeholders to discuss the project and place making opportunities along the corridor. Key stakeholders may include: Downtown Sacramento Partnership, Sacramento Metro Chamber of Commerce, Downtown Railyard Ventures (the Railyards), Alkali Mansion Flats Neighborhood Association, Twin Rivers, and active transportation interests.

Community Workshops (3)
AIM will plan and facilitate three community meetings to provide an opportunity for the public to provide feedback at key project milestones. In collaboration with the City and the project team, AIM will develop the format and facilitate these meetings. AIM will provide a summary of the meetings and community feedback received.

Psomas, DKS, and Quadriga will assist the team in preparing graphics for public outreach; these graphics may include site analysis, studies for place making, precedent imagery or other graphics to engage stakeholders and the public. Psomas, DKS, and Quadriga will attend and participate in two (2) outreach meetings.
Task 4 - Traffic Analysis

DKS Associates will provide the following services for the traffic analysis:

General Approach for Traffic Analysis Input to the Environmental Document

The project scoping meeting identified requirements for the Environmental Document (ED) that require an update of some aspects of the February 2015 traffic analysis DKS prepared for the 12th Street concept plan to ensure an adequate, defensible and consistent ED. The approach in this scope of work maintains expediency and elimination of redundant work.

Update and Document Traffic Analysis for ED

The updated traffic analysis will utilize the analytical tools (SYNCHRO and VISSIM simulation model) DKS built as part of the February 2015 traffic analysis and will include the following scenarios:

Existing and Existing Plus Project Conditions. This scenario was included in the February 2015 traffic analysis and will only be updated in the following circumstances:

- Recent physical or operational modifications to the existing roadway or signalized intersections. These changes will also be carried into the future cumulative analysis. DKS will confirm any recent projects with the City. This scope assumes that the 2015 existing conditions will require updating for operational modifications related to the installation of new signal controllers and interconnect.

- Updated traffic volume data. The 2015 traffic analysis utilized existing traffic volumes collected in 2013 and 2014. DKS will confirm the adequacy of this data for the ED, but may need to update the existing conditions analysis to conform to CEQA guidelines and Caltrans requirements. Given the number of studies underway in the vicinity of the project, DKS will attempt to obtain recent traffic counts from the City and/or consultants conducting studies before collecting new data. This scope assumes that the 2015 existing conditions analysis will require updated traffic data.

- Changes to the design of the cycle track under Existing + Project conditions, to the extent the change would alter the operational analysis of the corridor. Project design changes that would require updating the analysis include extending the cycle track beyond its current terminus; or significant alterations to traffic signal timing or phasing schemes (e.g., such as longer clearance intervals; exclusive bike phases; new vehicle turning restrictions, etc.). This scope assumes that the 2015 existing conditions will not require updating for project design changes significant enough to affect traffic operations.

2035 Cumulative Conditions. This scenario represents the current forecasting time horizon used in the City’s environmental analyses (the February 2015 traffic study analyzed a 2020 time horizon). The 2035 Cumulative scenario needs to reflect known development projects and capital improvements as well as the North 12th Street Cycle Track, including the Railyards and its transportation infrastructure, the new RT light rail station, new trail connections, recommendations from the Downtown Specific Plan (Grid 2.0), etc.

In order to eliminate redundant analyses and/or risk inconsistencies with other ongoing studies, DKS proposes to utilize the 2035 cumulative projections that will be part of the public review Draft Environmental Impact Report for the Railyards development (expected to be released in
June 2016). These projections will include the most current Railyards development program and transportation infrastructure as well as other cumulative projects. DKS will apply the 2035 AM and PM peak hour traffic projections to the 12th Street study intersections with and without the cycle track project.

Deliverables
DKS Associates will support the Environmental Documentation by providing the following services:

* Prepare traffic chapter of Environmental Document (ED)
  * Working with the environmental team member’s ED format template, document the revised traffic analysis (Task 4) into a NEPA/CEQA-conforming transportation impact chapter for the ED.
  * Review and confirm the applicability of SB 743 in the 12th Street corridor.
  * As a Transit-Priority Area, determine the level of analysis required to comply with current proposed CEQA guidelines (e.g., will the analysis need to demonstrate a change in VMT?)
* Prepare an Administrative Draft ED traffic chapter conforming to Caltrans’ Local Assistance Procedures Manual
* Integrate responses to agency comments and prepare a Draft ED traffic chapter for public and outside agency review.

Crime Prevention Through Environmental Design (CPTED)
Develop criteria for reviewing and scoring the 12th Street corridor’s CPTED strengths and weaknesses based on CPTED guiding principles

* Review and document the study corridor, infrastructure and transit stations and stops
* Review corridor for natural surveillance weaknesses and opportunities (ability for people to observe bicyclists and pedestrians as they approach them). This will include review of:
  * Vegetation / overgrowth
  * Permeability of fencing, structures, and landscaping
  * Areas of shadow, poor illumination, structure articulation or vegetation adjacent to cycle track and pedestrian ways that are opportunities for improvement
  * Existing and future opportunities for “eyes on the street”, ground floor transparency, upper floor vantage points
  * Transparent public facilities (such as parking structures or transit stations) with exterior or glass enclosed stairwells and elevators, clearly visible interiors, etc.)
* Review corridor, transit stations, and adjacent buildings for natural access control weaknesses and opportunities (differentiating between public space and private space or public spaces where people are not meant to loiter in, such as undercrossings)
  * Clear routes, visible destinations, wayfinding and proper illumination
  * Existing use (or future placement of) of entrances and exits, fencing, lighting and landscaping that limits access and controls flow of pedestrians and bicyclists
* Review corridor and adjacent private property for application of “territoriality”, positive image, and maintenance (features that create a sense of ownership, pride, and
neighborhood cohesiveness that give people a sense of personal security and warn potential offenders that they will be challenged

- Gateways, banners, streetscape themes, urban design, way-finding, well-maintained facilities, and zero-tolerance of graffiti and vandalism
- Conspicuous security (e.g., security cameras, security patrols, police presence, emergency call boxes in parking facilities and transit stations, etc.)
- Active public spaces that are highly visible/transparent, in prominent locations, and that have regular events, or attract people day and night

**Work with consultant team and City staff to develop cost-effective improvements for the railroad undercrossing which may include:**

- Confirming if flood control levees and gates are no longer necessary and explore re-design of the underpass abutments to eliminate potential hiding places, create public open spaces, make aesthetic improvements, create public art and gateway opportunities, expand pedestrian facilities, etc.
- Explore ways to “flare” the openings of the underpass to improve approach visibility of the pedestrian and bicycle facilities
- Explore options for improving the lighting inside, and approaching, the undercrossing. Explore innovative lighting techniques, sound and other methods that discourage loitering within the undercrossing

**Develop a tiered menu of CPTED-based solutions and/or applications of CPTED principles (tiers represent cost-effectiveness and application such as general corridor-wide features and features specific to a location or frequent and common type of problem)**

**Coordinate the CPTED review and menu of solutions with the team members developing Place-making concepts**

**Task 5 – Preliminary Engineering**

**Preliminary Engineering Plans (Geometric Approval Drawings)**

For Option 2, Psomas will prepare Draft Concept Plans (strip map) showing the proposed improvements based on City standards and consist of horizontal, vertical alignments, and typical sections. Preliminary engineering plans will be developed after further consultation with the City and key stakeholders especially as it relates to improving safety and connectivity for pedestrians and bicyclists, driveway consolidation and access, incorporation of place making features including streetscape, and crime prevention through environmental design (CPTED) principals. The plans will identify the right-of-way requirements which will include the permanent right-of-way and temporary construction easements. Using the preliminary engineering plans, Psomas will prepare preliminary construction cost estimates. Quantities for the major construction items will be determined and unit costs will be applied based on our experience and recent applicable bid results.

**Deliverables**

- Draft concept plans (strip map)
- Final preliminary engineering plans
- Draft and final preliminary construction cost estimate
Initial Utility Coordination
Psomas will coordinate and verify existing utility information within the project limits. Coordination will commence with utility notification letters ("A" Letters). Plans will be prepared and submitted to City for approval prior to being distributed to the various utility companies. Psomas will incorporate additional utility information obtained from the utility companies onto the base maps. Psomas will follow-up with the City to make sure they receive the information in a timely manner. After the preparation of utility conflict maps, it is assumed that EXARO, as part of the Psomas Team, will perform two days of utility potholing in order to determine the location of underground utilities that are potentially in conflict and identify if relocation is required for the project.

Deliverables
- Utility drawings

Drainage
Psomas will perform a qualitative drainage study to evaluate the impacts of the proposed improvements on the existing drainage patterns because it is assumed that the impervious surface will not change. Psomas will conduct a field review to verify and observe the existing drainage patterns. A preliminary drainage tech memo will be prepared to document the study and will include a discussion of any special concerns or significance.

Deliverables
- Technical Memorandum

Preliminary Lighting and Traffic Signal Design
Y&C Transportation Consultants, Inc. (Y&C) will obtain electronic base plan and as-built lighting plans from Psomas. Assuming the City will provide the light type and model for proposed pedestrian lights, Y&C will use VISUAL software to prepare photometric analysis and layout the proposed pedestrian lights (will also add street lights as required). The photometric analysis will be submitted to the City of Sacramento for review. Based on the results of lighting photometric analysis, Y&C will prepare preliminary construction cost estimates for lighting as well as traffic signals.

Deliverables
- Photometric analysis
- Preliminary construction cost estimates for traffic signals and lighting

Preliminary Streetscape Design (including Aesthetic Enhancements)
During the project approval phase Quadriga will attend up to three (3) project related meetings with the design team. These meetings may be site meetings or agency meetings depending on the need. Quadriga will visit the site for context study, and to photograph the site for in-house review.

Quadriga will assist the team in preparing graphics for public outreach; these graphics may include site analysis, opportunities and constraints, precedent imagery or other graphics to engage stakeholders and the public. Quadriga will attend and participate in two (2) outreach meetings; outreach meetings may include small group workshop or informational meetings.
Quadriga will provide the following services:

- Participate in Team coordination including digital meetings, correspondence.
- Prepare Preliminary Design studies for communication of design ideas- Studies will include identification of place making opportunities, wayfinding and streetscape improvements, studies may be sketch quality for communication with design team.
- Preliminary Streetscape Improvement Plans for initial study:
  - Prepare Preliminary plans for use in initial study- plans will include preliminary materials and layout plans, planting concepts and irrigation statement. Provide enlargements as needed to illustrate design intent.
  - Plans will separately identify streetscape enhancements to be included in the first phase of construction documents. Enhancements or opportunities that exceed the scope, budget or schedule of this first phase will be separately identified for future refinement.
  - Photomontage – prepare one (1) view showing before and after to provide visualization of potential streetscape improvements. Graphic may be used in outreach meetings.
- Meetings - 1 team / agency/ stakeholder meeting

Quadriga to refine design studies and preliminary plans prepared in previous task for use in NEPA/CEQA documentation.

- Preliminary Improvements Plan for initial study
- Prepare concept level design graphics for use in initial study (will include proposed place making opportunities, wayfinding improvements, and streetscape improvements)
- Provide enlargements as needed to illustrate design intent
- Visual assessment photomontage (prepare up to three views showing before and after for place making opportunities and to visualize streetscape improvements
- Quadriga will prepare photomontages for use in communicating design intent of up to three views

**Deliverables**

- Draft and final landscape design concepts

**Project Report**

Psomas will prepare a comprehensive Project Report per the City’s Project Development Procedures Manual. After circulation and comments have been made on the draft PR, Psomas will revise and update the Draft PR. Psomas will prepare and submit the Draft PR to the City for approval prior to the circulation of the draft environmental document. After circulation and comments have been made on the draft PR, Psomas will prepare and submit the final PR to the City for review and approval.

**Deliverables**

- Draft and final project report

**Task 6 – Environmental Documentation**

Our team will prepare the needed CEQA documentation, which is anticipated to be an Initial Study (IS) with a Mitigated Negative Declaration (MND) in conformance with the City’s CEQA procedures and the CEQA Guidelines. We anticipate that the project will be a Categorical
Exclusion (CE) with technical studies for NEPA. Unless otherwise noted, we anticipate that the content of the technical studies used to support the NEPA CE will also be sufficient to support the CEQA IS/MND. It is possible, though not likely, that if the overall environmental impacts are substantial enough that Caltrans may request the preparation of a routine Environmental Assessment (EA) with Finding of No Significant Impact (FONSI). This scope anticipates an IS/MND for CEQA and a NEPA CE with supporting technical studies. In the scope below, we have noted with parentheticals which studies we believe Caltrans is likely to require.

Prepare Preliminary Environmental Study (PES) Form

Our team will prepare, for the City’s review, a Draft Preliminary Environmental Study (PES) form in accordance with the requirements of the Local Assistance Procedures Manual Chapter 6. Once the City has approved the Draft PES, the Draft PES will be submitted to Caltrans. We assume that a field review with the City, Caltrans, and our team will be held. After the field review, our team will prepare any needed revisions to the Draft PES and submit to Caltrans for approval.

Prepare Environmental Technical Studies

Cultural Resource Studies. Based on the nature of the proposed project components and the urban project location, ESA assumes that the Area of Potential Effect (APE) will be narrowly defined to include only the street right-of-way and no adjacent parcels. ESA assumes that the project will result in no impacts to the surrounding built environment, and therefore a historic architectural survey will not be needed to meet the requirements of NEPA or CEQA. ESA is aware that the project area includes portions of, or is adjacent to, three City of Sacramento Historic Districts: the 12th Street Commercial, Alkali Flat North, and C Street Commercial districts. However, no streetscape features have been identified as contributing elements to any of these districts. The proposed alteration of the streetscape would not adversely impact the eligibility of the districts. ESA staff will conduct a records search at the North Central Information Center in support of the PES described above, but no additional field or archival cultural resources analysis are anticipated to be needed for the project.

Visual Impact Memo or Minor Visual Impact Assessment. Based on the information available currently, we anticipate that Caltrans will require the preparation of either a visual impact technical memo or a Minor Visual Impact Assessment (Minor VIA) to support the NEPA environmental document. For purposes of this SOW, we have assumed that a Minor VIA will be required. We will prepare the Minor VIA following the annotated outline found on Caltrans Landscape Architecture Program webpage. The Minor VIA will briefly describe project features, impacts, including beneficial impacts, and any needed avoidance and minimization measures. Visual simulations are not required for a Minor VIA and are not included in the scope.

Deliverable

- Minor level visual impact assessment

Natural Environment Study—Minimal Impact

ESA will prepare the Natural Environment Study-Minimal Impact (NES-MI) in accordance with the NES-MI template found on the Caltrans SER. Our research and field review to date have not revealed the presence of sensitive species within the proposed project area; however, Caltrans will likely require an NES-MI to document the absence of sensitive species or to address migratory birds.
Other Technical Memos (Likely Required by Caltrans; Necessary to Support CEQA).

- **Community Impacts** — technical memorandum discussing consistency with federal, state, and local plans; environmental justice; community character; potential business and community impacts during construction

- **Noise** — brief technical memorandum/report addressing CEQA noise compliance issues and, for NEPA, documentation that the proposed project is not a Type 1 project under 23 CFR 772

- **Air Quality** — documentation to support the CEQA environmental document; for NEPA, based on the proposed project description, project is expected to be exempt from federal transportation air conformity requirements pursuant to 40 CFR 93.126

Prepare Draft and Final Environmental Document

ESA will prepare a CEQA Initial Study (IS) with Proposed Mitigated Negative Declaration (MND) for distribution, review and approval by the City. The environmental document will be prepared in conformance with the City’s procedures and will include supporting information based on the technical studies listed above. We will submit the IS with proposed MND to the State Clearinghouse and prepare a Notice of Completion (NOC) for that submittal. We anticipate that a public hearing will be held for the IS during the 30-day public comment period. Following circulation of the IS, we will respond to comments received on the IS, prepare and file the MND, as well as the Notice of Determination (NOD) and, as applicable, the Findings. Because we anticipate the proposed project will qualify for a NEPA CE, no hours have been included in the fee for preparation of an environmental assessment (EA), though some hours have been allocated for coordination with Caltrans for preparation of their CE. In the event that Caltrans requires an EA, an amendment to this scope of work will be needed.

**Deliverables**

- Initial study with proposed MND
- MND
- NOC and State Clearinghouse submittals
- Notice of Determination and Findings (as applicable)

Environmental Communication and Coordination

Based on the complexity of the project and the many on-going projects in the project corridor, ESA anticipates that project coordination efforts will be more intensive than normal. As noted previously in our project approach discussion, the success of this project will be greatly dependent upon effective communication between the project team, area stakeholders, and the many other entities working in the area on other projects. The environmental team must be a part of those coordination efforts. ESA has budgeted accordingly, and has included hours for a comprehensive kickoff meeting and site visit, monthly meetings with the project development team, and additional hours for coordination meetings on an as-needed basis.

Phase 1 Environmental Site Assessment

BCI will 1) prepare a Phase I Environmental Site Assessment (ESA) to document hazardous and potentially hazardous materials issues that may significantly impact the proposed project and 2) provide geotechnical engineering support for cost estimating.
Review of Background Information. BCI will review property information provided by the design team, published literature regarding area geology and groundwater conditions, and online regulatory databases such as Geotracker and EnviroStor to determine current regulatory status of the site.

Historical Research. BCI will review historical aerial photographic, topographic map, and Sanborn Map coverage of the property and surrounding areas for indications of sources of potential contamination. 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 site. Based on the Historical Research, BCI will attempt to identify past and present operations conducted on or adjacent to the property to assess the potential for hazardous materials impacts to the site.

Site Reconnaissance. BCI will conduct a site reconnaissance to observe current land use and indications of potential contamination by hazardous materials on or adjacent to the project site. This will include documentation of areas showing evidence of surface staining, storage and dumping, handling and mixing areas for hazardous materials, and apparent locations of fuel tanks, railroads or mining.

Report Preparation. Prepare a Phase I Environmental Site Assessment report in general accordance with ASTM E1527-13 requirements. The report will include a general site description, discussion of general geology, groundwater, and surface/subsurface conditions, findings of our review, site reconnaissance, historical evaluation, regulatory records review and regulatory agency interviews; location and general extent of known or suspected contamination on or adjacent to the site; recommendations for further investigation and analysis, if necessary; limitations of the Report; and Vicinity and Site Maps.

Geotechnical Engineering Support. BCI will provide geotechnical review of the preliminary plans and provide input to help develop the project cost.
EXHIBIT B

PROFESSIONAL SERVICES AGREEMENT FOR DESIGN PROFESSIONALS

FEE SCHEDULE/MANNER OF PAYMENT

1. CONTRACTOR's Compensation. The total of all fees paid to the CONTRACTOR 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 $429,139.27.

2. Billable Rates. CONTRACTOR shall be paid for the performance of Services on an hourly rate, daily rate, flat fee, lump sum or other basis, as set forth in Attachment 1 to Exhibit B, attached hereto and incorporated herein.

3. CONTRACTOR's Reimbursable Expenses. Reimbursable Expenses shall be limited to actual expenditures of CONTRACTOR 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 CONTRACTOR.

A. Payments to CONTRACTOR shall be made within a reasonable time after receipt of CONTRACTOR's invoice, said payments to be made in proportion to services performed or as otherwise specified in Attachment 1 to Exhibit B. CONTRACTOR may request payment on a monthly basis. CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR for correction. CITY shall not be responsible for delays in payment to CONTRACTOR resulting from
CONTRACTOR's failure to comply with the invoice format described below.

D. Requests for payment shall be sent to:

Raquel Rich
915 I Street, Room 2000
Sacramento CA 95814
Email invoices to: Rrich@cityofsacramento.org

5. Additional Services. Additional Services are those services related to the scope of services of CONTRACTOR 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 CONTRACTOR. During performance of this Agreement and for a period of three (3) years after completing all Services and Additional Services hereunder, CONTRACTOR shall maintain all accounting and financial records related to this Agreement, including, but not limited to, records of CONTRACTOR's costs for all Services and Additional Services performed under this Agreement and records of CONTRACTOR'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. CONTRACTOR shall pay, when and as due, any and all taxes incurred as a result of CONTRACTOR's compensation hereunder, including estimated taxes, and shall provide CITY with proof of such payment upon request. CONTRACTOR hereby agrees to indemnify CITY for any claims, losses, costs, fees, liabilities, damages or injuries suffered by CITY arising out of CONTRACTOR's breach of this Section 7.
I. COMPENSATION AND PAYMENT

A. CONTRACTOR shall not commence performance until a written “Notice to Proceed” has been issued by CITY Project Manager.

B. CONTRACTOR shall be reimbursed for services at the specific rate of compensation in the approved 10-H Form(s). Unless specifically identified as some other method, the specified rates shall include direct/base hourly rate, fringe benefits, overhead, and profit.

C. CONTRACTOR shall be reimbursed for Other Direct Costs (ODC), at rates as identified on the approved 10-H Form(s) with receipts for actual costs.

D. If applicable, CONTRACTOR shall pay prevailing wages to those workers employed on public works contracts performing applicable duties as required by the State Labor Code and City Code 3.60.180. CONTRACTOR shall be responsible for any future adjustments to prevailing wage rates including, but not limited to, base hourly rates and employer payments as determined by the Department of Industrial Relations. Based on prevailing adjustments, CONTRACTOR may request an adjustment in the rate(s) in the 10-H form. These adjusted rates will not go into effect until the approval date by the City of the Supplemental Agreement. CONTRACTOR is responsible for paying the appropriate rate, including escalations that take place during the term of the Agreement. A mistake, inadvertence, or neglect by CONTRACTOR in failing to pay the correct rates of prevailing wage will be remedied solely by CONTRACTOR and will not, under any circumstances, be considered as the basis of a claim against CITY on this Agreement.

E. Unless specifically stated, the contract shall be a not-to-exceed by task, Other Direct Cost (ODC) line item, and total budget as included in the Cost Proposal. Written approval by CITY Project Manager is required for reallocation of budget between tasks, between ODC line items, or between tasks and ODCs. All reallocation requests must include a revised Cost Proposal. If the reallocation will directly or indirectly require an increase in the total contract amount, it will be require a Supplemental Agreement to be approved by the CITY as described in Section G.

F. Written approval by CITY Project Manager is required for any staff substitutions or additions of staff under classifications included in the 10-H Form(s).
1. Updated 10-H Form(s) for CONTRACTOR and all SUBCONTRACTORS shall be included.

2. Any addition or substitution shall be paid at the same or lower rate of the previously approved or similar classification.

3. If a substitution involves Key Staff, CONTRACTOR shall request and justify the need for substitution and obtain written approval from CITY Project Manager. The justification shall include a resume of the proposed new Key Staff.

If the staff addition or substitution will include a new classification, any rate increase, or will directly or indirectly require an increase in total contract amount, it will require a Supplemental Agreement to be approved by the CITY as described in Section G.

No work shall commence until written approval by the CITY Project Manager. Any work not in compliance with the above, and performed prior to the date of approval by the City, shall not be reimbursed.

G. Supplemental Agreements are required for any changes to the scope and terms of the agreement, including but not limited to the following:

1. Increasing the Agreement not-to-exceed amount.
   a. Any increase to the not-to-exceed amount shall include a cost proposal documenting the increase.

2. Adding task(s) within the advertised scope.

3. Adding new classifications or adjusting rates:
   a. Updated 10-H Form(s) for CONTRACTOR and all SUBCONTRACTORS shall be included.
   b. CONTRACTOR may request cost of living increases in base salary of staff after the contract has been in effect for one year. The maximum increase, if approved, shall be the annual Cost of Living Adjustment (COLA) increase as calculated and used by the Social Security Administration. Any approved increase shall not go into effect until a Supplemental Agreement is executed.

4. Adding SUBCONTRACTORS.

5. Adding new Other Direct Cost (ODC) items not included in 10-H Form.

6. Extending the sunset date of the Agreement.
No work shall commence until the Supplemental Agreement is executed and written notification has been provided by CITY Project Manager. Any work not in compliance with the above, and performed prior to the date of the execution of the Supplemental Agreement by the City, shall not be reimbursed.

H. Monthly Invoices

1. Invoices shall be made in arrears based on services provided at specific hourly rates and other direct cost(s) incurred per the approved 10-H Form(s).

2. CONTRACTOR AND SUBCONTRACTOR invoices shall be submitted using the City-template and include the following:
   a. Task, Budget, and Billing Summary.
   b. A copy of all invoices for Other Direct Costs and appropriate back up documentation, at rates consistent with the approved 10-H Form(s).
   c. A copy of SUBCONTRACTOR invoices using the City template.
   d. CONTRACTOR Project Manager’s signature certifying that all charges have been reviewed and are in compliance with the contract terms.
   e. Written approval of CITY Project Manager for any overtime expenses for Prevailing Wage staff consistent with the approved 10-H Form(s).
   f. Written approval by CITY and CONTRACTOR of Reallocation of Budget between Tasks or between Tasks and Other Direct Costs.

3. For non-federally funded projects, CONTRACTOR shall meet the 5% Local Business Enterprise (LBE) participation requirement, unless an LBE waiver has been obtained by CITY Project Manager prior to the agreement being executed. CONTRACTOR will track LBE utilization, including for all subcontractors, and include the percentage achieved with each invoice. The 5% requirement only applies to those agreements awarded for a not-to-exceed amount over $100,000.

4. For federally funded projects in compliance with 49 CFR 26.37, a Disadvantaged Business Enterprises Utilization Report (Form ADM-3069) is required, as specified in this Agreement.

5. CONTRACTOR may include SUBCONTRACTOR costs that are treated by the CONTRACTOR as accrued due to such costs having been billed by the SUBCONTRACTOR to CONTRACTOR and recognized by CONTRACTOR and CITY as valid, undisputed, due and payable.

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Last Updated 6/8/15
6. CONTRACTOR shall not add a mark-up to SUBCONTRACTORs for professional services or other direct costs included in the approved 10-H form(s).

7. Invoices for approved monthly services shall be submitted by CONTRACTOR and received by CITY Project Manager within 45 calendar days of the completion of the approved monthly services specified in the Task, Budget, and Billing Summary.

ARTICLE IV PERFORMANCE PERIOD (Verbatim)
A. This contract shall go into effect on _____ MAY 17, 2016 _____, contingent upon approval by LOCAL AGENCY, and CONSULTANT shall commence work after notification to proceed by LOCAL AGENCY'S Contract Administrator. The contract shall end on June 20, 2017, unless extended by contract amendment.
B. CONSULTANT is advised that any recommendation for contract award is not binding on LOCAL AGENCY until the contract is fully executed and approved by LOCAL AGENCY.

ARTICLE V ALLOWABLE COSTS AND PAYMENTS (Verbatim)
A. CONSULTANT will be reimbursed for hours worked at the hourly rates specified in CONSULTANTs Cost Proposal (Attachment Number). The specified hourly rates shall include direct salary costs, employee benefits, overhead, and fee. These rates are not adjustable for the performance period set forth in this Contract.
B. In addition, CONSULTANT will be reimbursed for incurred (actual) direct costs other than salary costs that are in the cost proposal and identified in the cost proposal and in the executed Task Order.
C. Specific projects will be assigned to CONSULTANT through issuance of Task Orders.
D. After a project to be performed under this contract is identified by LOCAL AGENCY, LOCAL AGENCY will prepare a draft Task Order; less the cost estimate. A draft Task Order will identify the scope of services, expected results, project deliverables, period of performance, project schedule and will designate a LOCAL AGENCY Project Coordinator. The draft Task Order will be delivered to CONSULTANT for review. CONSULTANT shall return the draft Task Order within ten (10) calendar days along with a Cost Estimate, including a written estimate of the number of hours and hourly rates per staff person, any anticipated reimbursable expenses, overhead, fee if any, and total dollar amount. After agreement has been reached on the negotiable items and total cost; the finalized Task Order shall be signed by both LOCAL AGENCY and CONSULTANT.
E. Task Orders may be negotiated for a lump sum (Firm Fixed Price) or for specific rates of compensation, both of which must be based on the labor and other rates set forth in CONSULTANT’s Cost Proposal.
F. Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the approved Cost Proposal.

Last Updated 6/8/15
G. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such estimate.

H. Progress payments for each Task Order will be made monthly in arrears based on services provided and actual costs incurred.

I. CONSULTANT shall not commence performance of work or services until this contract has been approved by LOCAL AGENCY, and notification to proceed has been issued by LOCAL AGENCY'S Contract Administrator. No payment will be made prior to approval or for any work performed prior to approval of this contract.

J. A Task Order is of no force or effect until returned to LOCAL AGENCY and signed by an authorized representative of LOCAL AGENCY. No expenditures are authorized on a project and work shall not commence until a Task Order for that project has been executed by LOCAL AGENCY.

K. CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit upon receipt by LOCAL AGENCY'S Contract Administrator of itemized invoices in triplicate. Separate invoices itemizing all costs are required for all work performed under each Task Order. Invoices shall be submitted no later than 45 calendar days after the performance of work for which CONSULTANT is billing, or upon completion of the Task Order. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number, project title and Task Order number. Credits due LOCAL AGENCY that include any equipment purchased under the provisions of Article XI Equipment Purchase of this contract, must be reimbursed by CONSULTANT prior to the expiration or termination of this contract. Invoices shall be mailed to LOCAL AGENCY'S Contract Administrator at the following address:

City of Sacramento  
Department of Public Works  
Mr. Jose Ledesma  
915 I Street Room 2000  
Sacramento, California. 95814  

L. The period of performance for Task Orders shall be in accordance with dates specified in the Task Order. No Task Order will be written which extends beyond the expiration date of this Contract.

M. The total amount payable by LOCAL AGENCY for an individual Task Order shall not exceed the amount agreed to in the Task Order, unless authorized by contract amendment.

N. If the Consultant fails to satisfactorily complete a deliverable according to the schedule set forth in a Task Order, no payment will be made until the deliverable has been satisfactorily completed.

O. Task Orders may not be used to amend this Agreement and may not exceed the scope of work under this Agreement.
P. The total amount payable by LOCAL AGENCY for all Task Orders resulting from this contract shall not exceed $______________. It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under this contract through Task Orders.
Q. All subcontracts in excess of $25,000 shall contain the above provisions.

ARTICLE VI TERMINATION (Verbatim)
A. LOCAL AGENCY reserves the right to terminate this contract upon thirty (30) calendar days written notice to CONSULTANT with the reasons for termination stated in the notice.
B. LOCAL AGENCY may terminate this contract with CONSULTANT should CONSULTANT fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, LOCAL AGENCY may proceed with the work in any manner deemed proper by LOCAL AGENCY. If LOCAL AGENCY terminates this contract with CONSULTANT, LOCAL AGENCY shall pay CONSULTANT the sum due to CONSULTANT under this contract prior to termination, unless the cost of completion to LOCAL AGENCY exceeds the funds remaining in the contract. In which case the overage shall be deducted from any sum due CONSULTANT under this contract and the balance, if any, shall be paid to CONSULTANT upon demand.
C. The maximum amount for which the Government shall be liable if this contract is terminated is $500 dollars.

ARTICLE VII COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS (Verbatim)
A. CONSULTANT agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items.
B. CONSULTANT also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
C. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 49 CFR, Part 18 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by CONSULTANT to LOCAL AGENCY.
D. All subcontracts in excess of $25,000 shall contain the above provisions.
ARTICLE VIII RETENTION OF RECORDS/AUDIT (Verbatim)
For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; CONSULTANT, subconsultants, and LOCAL AGENCY shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The state, State Auditor, LOCAL AGENCY, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of CONSULTANT and it’s certified public accountants (CPA) work papers that are pertinent to the contract and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. Subcontracts in excess of $25,000 shall contain this provision.

ARTICLE IX AUDIT REVIEW PROCEDURES (Verbatim)
A. Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not disposed of by agreement, shall be reviewed by LOCAL AGENCY’S Chief Financial Officer.
B. Not later than 30 days after issuance of the final audit report, CONSULTANT may request a review by LOCAL AGENCY’S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.
C. Neither the pendency of a dispute nor its consideration by LOCAL AGENCY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this contract. *(The following AUDIT CLAUSE must be inserted into all contracts of $150,000 or greater)*
D. CONSULTANT and subconsultant contracts, including cost proposals and ICR, are subject to audits or reviews such as, but not limited to, a contract audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the contract, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT’s responsibility to ensure federal, state, or local government officials are allowed full access to the CPA’s work papers including making copies as necessary. The contract, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by LOCAL AGENCY contract manager to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the contract by this reference if directed by LOCAL AGENCY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, state or local governments have access to CPA work papers, will be considered a breach of contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.
ARTICLE X SUBCONTRACTING (Verbatim)
A. Nothing contained in this contract or otherwise, shall create any contractual relation between LOCAL AGENCY and any subconsultant(s), and no subcontract shall relieve CONSULTANT of its responsibilities and obligations hereunder. CONSULTANT agrees to be as fully responsible to LOCAL AGENCY for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by CONSULTANT. CONSULTANT’s obligation to pay its subconsultant(s) is an independent obligation from LOCAL AGENCY’S obligation to make payments to the CONSULTANT.
B. CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this contract shall be subcontracted without written authorization by LOCAL AGENCY’s Contract Administrator, except that, which is expressly identified in the approved Cost Proposal.
C. CONSULTANT shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to CONSULTANT by LOCAL AGENCY.
D. Any subcontract in excess of $25,000 entered into as a result of this contract shall contain all the provisions stipulated in this contract to be applicable to subconsultants.
E. Any substitution of subconsultant(s) must be approved in writing by LOCAL AGENCY’s Contract Administrator prior to the start of work by the subconsultant(s).
ARTICLE XI EQUIPMENT PURCHASE (Verbatim)
A. Prior authorization in writing, by LOCAL AGENCY’s Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding $5,000 for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.
B. For purchase of any item, service or consulting work not covered in CONSULTANT’s Cost Proposal and exceeding $5,000 prior authorization by LOCAL AGENCY’s Contract Administrator; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.
C. Any equipment purchased as a result of this contract is subject to the following: “CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of $5,000 or more. If the purchased equipment needs replacement and is sold or traded in, LOCAL AGENCY shall receive a proper refund or credit at the conclusion of the contract, or if the contract is terminated, CONSULTANT may either keep the equipment and credit LOCAL AGENCY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established LOCAL AGENCY procedures; and credit LOCAL AGENCY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT’s expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by LOCAL AGENCY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by LOCAL AGENCY.” 49 CFR, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than $5,000 is credited to the project.
D. All subcontracts in excess $25,000 shall contain the above provisions.

ARTICLE XII STATE PREVAILING WAGE RATES (Verbatim)
A. CONSULTANT shall comply with the State of California’s General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.
B. Any subcontract entered into as a result of this contract, if for more than $25,000 for public works construction or more than $15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article.
C. When prevailing wages apply to the services described in the scope of work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See http://www.dir.ca.gov.

Last Updated 6/8/15
ARTICLE XIII CONFLICT OF INTEREST (Verbatim)
A. CONSULTANT shall disclose any financial, business, or other relationship with LOCAL AGENCY that may have an impact upon the outcome of this contract, or any ensuing LOCAL AGENCY construction project. CONSULTANT shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing LOCAL AGENCY construction project, which will follow.
B. CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this contract.
C. Any subcontract in excess of $25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.
D. CONSULTANT hereby certifies that neither CONSULTANT, its employees, nor any firm affiliated with CONSULTANT providing services on this project prepared the Plans, Specifications, and Estimate for any construction project included within this contract. An affiliated firm is one, which is subject to the control of the same persons through joint- ownership, or otherwise.
E. CONSULTANT further certifies that neither CONSULTANT, nor any firm affiliated with CONSULTANT, will bid on any construction subcontracts included within the construction contract. Additionally, CONSULTANT certifies that no person working under this contract is also employed by the construction contractor for any project included within this contract.
F. Except for subconsultants whose services are limited to materials testing, no subconsultant who is providing service on this contract shall have provided services on the design of any project included within this contract.

ARTICLE XIV REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION (Verbatim)
CONSULTANT warrants that this contract was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any LOCAL AGENCY employee. For breach or violation of this warranty, LOCAL AGENCY shall have the right in its discretion; to terminate the contract without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

ARTICLE XV PROHIBITION OF EXPENDING LOCAL AGENCY STATE OR FEDERAL FUNDS FOR LOBBYING (Verbatim)
A. CONSULTANT certifies to the best of his or her knowledge and belief that:
1. No state, federal or local agency appropriated funds have been paid, or will be paid by-or-on behalf of CONSULTANT to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering
into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; CONSULTANT shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.

B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

C. CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed $100,000 and that all such sub recipients shall certify and disclose accordingly.

ARTICLE XVI STATEMENT OF COMPLIANCE

A. CONSULTANT’s signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that CONSULTANT has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.

B. During the performance of this Contract, Consultant and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Consultant and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

C. The Consultant shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49 Code of Federal Regulations, Part 21 - Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that
the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the state of California shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

D. The Consultant, with regard to the work performed by it during the Agreement shall act in accordance with Title VI. Specifically, the Consultant shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of Subconsultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT’s Regulations, including employment practices when the Agreement covers a program whose goal is employment.

ARTICLE XVII DEBARMENT AND SUSPENSION CERTIFICATION
A. CONSULTANT’s signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that CONSULTANT has complied with Title 2 CFR, Part 180, “OMB Guidelines to Agencies on Government wide Debarment and Suspension (nonprocurement)”, which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to LOCAL AGENCY.

B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONSULTANT responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.

C. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal highway Administration.

*All referenced forms and sample templates will be provided by CITY.
<table>
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<tr>
<th>Date</th>
<th>Type</th>
<th>Quantity</th>
<th>Price</th>
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**Total**

- Product 1: $20
- Product 2: $45
- Product 3: $20

Grand Total: $85
### CITY OF SACRAMENTO 10-H FORM
Approved with Supplement # (type Original if it is the Original): Original

**CONTRACTOR Name:**

**Project Name:**

**Project #:**

<table>
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<th>Fringe Benefit %</th>
<th>+ *Overhead %</th>
<th>= Combined %</th>
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<tbody>
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<td>48.70%</td>
<td>116.10%</td>
<td>166.80%</td>
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**Profit %:** 7.00%

\[
\text{Profit} = \frac{\text{Actual Base Hourly Rate Paid to Employee} + \text{Actual Base Hourly Rate Paid to Employee} \times \text{Combined %}}{\text{Actual Flat Hourly Rate For Reference Only (Includes Fringe, OIh & Profit)}}
\]

| Key Staff | Prevailing Wage | Classification | Name | Actual Hourly Rate Paid to Employee | Actual Hourly Rate Paid to Employee For Reference Only (Includes Fringe, OIh & Profit) | Actual Fully Loaded Hourly Rate For Reference Only (Includes Fringe, OIh & Profit) |
|-----------|-----------------|----------------|------|-------------------------------------|---------------------------------------------------------------------------------|--------------------------------------------------------------------------------}
| X         | Principal       | Alejandro Angel | $76.44 | $223.93 | $223.93 |
| X         | Project Manager | Tim Hayos       | $78.76 | $224.81 | $224.81 |
| X         | Senior Engineer | Brian Wright    | $64.71 | $164.73 | $164.73 |
| X         | Senior Project Engineer | Paul Gerardo | $50.99 | $160.08 | $160.08 |
| X         | Project Engineer | Chang Liu      | $48.93 | $128.54 | $128.54 |
| X         | Professional Engineer | Austin Jones | $40.88 | $116.67 | $116.67 |
| X         | Professional Engineer | Sergio Arellano | $37.50 | $107.05 | $107.05 |
| X         | Design Engineer | Cheryl Spatz    | $27.52 | $77.99 | $77.99 |
| X         | Assistant Engineer | Dell Huyne    | $24.76 | $70.68 | $70.68 |
| X         | Civil Engineer | Craig Currier   | $31.35 | $89.50 | $89.50 |
| X         | Drafting Engineer | Jane Kastilvada | $48.05 | $131.46 | $131.46 |
| X         | Drafting Technician | Chris Brown | $27.86 | $72.63 | $72.63 |
| X         | Survey Tech | Brian Bullock   | $78.82 | $225.01 | $225.01 |
| X         | Survey Officer | Adams Fessler  | $52.78 | $139.53 | $139.53 |
| X         | Field Supervisor | Adam Forfex    | $54.48 | $144.11 | $144.11 |
| X         | Surveyor | Adam Forfex     | $54.48 | $144.11 | $144.11 |
| X         | Project Manager | John Lambert    | $39.87 | $112.88 | $112.88 |
| X         | Surveyor | Frank Campbell  | $32.89 | $86.33 | $86.33 |
| X         | Certified Party Lead | Dan Barrera | $39.89 | $113.88 | $113.88 |
| X         | Instrument | Morgan Thaller  | $30.76 | $102.09 | $102.09 |
| X         | Instrument | Dave Thoreno    | $30.76 | $102.09 | $102.09 |
| X         | Project Administrator | Shannon Ruff | $34.72 | $70.57 | $70.57 |

**Other Direct Costs and Indirect Costs:**

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<th>Description</th>
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<td>Mileage</td>
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1. List all Professional and Supervisory staff by Classification and Name. For staff not listed by name but by classification only, a current payroll document identifying their actual hourly rate shall be provided with every invoice where an unlisted staff bills time. The approved flat hourly billing rates for all employees will be calculated and reimbursed based on their actual base hourly rates per the data noted above unless CITY Project Manager assigns a flat and reasonable flat hourly billing rate for selected employees. For staff not listed by name but by classification only, the reimbursement shall not exceed the approved flat hourly billing rate for that classification. Approved flat hourly billing rates for new employees hired after the rate of this cost proposal will not exceed (or shall be in line with) the rate of similar personnel with similar experience listed on this cost proposal. The approved flat hourly billing rate shall be all inclusive, including all materials, travel, and overhead expenses and profits.

2. Key Staff shall be determined by CITY Project Manager, i.e., named Project Manager, a specific Principal Engineer, a specific Structural Engineer, etc. Note Key Staff with an "X" in the Key Staff column.

3. The employment rates used to negotiate the flat hourly billing rates in this 10-H Form are the rates that were effective at the date noted above. Additional new staff, new classifications, or addition of a SUBCONTRACTOR not previously listed on the approved 10-H Form(s) shall require written approval from the CITY. No work shall commence until the approval is provided by the CITY. New staff shall be paid at the same or lower approved flat hourly billing rate of the previously approved or similar classification. In addition, if the substitution involves Key Staff, CONTRACTOR must request and justify the need for the substitution and obtain approval from CITY Project Manager. Substituted Key Staff shall be as qualified as the original.

4. Approved flat hourly billing rates include all standard equipment including laptop, camera, cell phone, truck, standard personnel safety equipment. CITY Project Manager shall approve any other direct costs.

5. Note employee classifications that are subject to prevailing wage requirements with an "X" in the Prevailing Wage column. Prevailing Wage specifications are based on current Department of Industrial Relations (DIR) determinations. CONTRACTOR shall be responsible for any future adjustments to the prevailing wage, including but not limited to, base hourly rates and employer payments as determined by DIR. CONTRACTOR is responsible for paying the appropriate rate, including escalations that take place during the term of the Agreement. CONTRACTOR shall be reimbursed at the above listed approved flat hourly billing rates.

6. Overtime may be reimbursed to classifications where it is required by their union contracts (Prevailing Wage classifications). Overtime shall not be charged unless prior written approval is received by CITY Project Manager. CITY shall pay CONTRACTOR at the approved overtime rates noted above. CONTRACTOR shall pay prevailing wage employees for prevailing wage guidelines.

7. Local transportation costs resulting from commuting to and from the employee's residence to the job site are not reimbursable.

8. The Project will not reimburse CONTRACTOR for costs to relocate its staff to the geographic area of the contract. The Project will reimburse CONTRACTOR for any per diem.

9. ODC items are to be in compliance with Code of Federal Regulations, Title 48 Part 31 [Federal Acquisition Regulations (FAR) cost principles] and the firm's company-wide allocation policies and accounting practices with all clients including federal government, state government, local agencies and private clients.

By signing here, you agree to the above terms and conditions, and certify that the information is accurate and true.

CONTRACTOR (Print Name Here) / Signature
Project Manager's Signature

Typed/Print name here
CITY OF SACRAMENTO 10-H FORM
Approved with Supplement if (type Original if it is the Original): Original
CONTRACTOR Name: AIM Consulting
Date: 4/20/2016
Project Name: North 12th Complete Street Project
Project #: F15165000

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<th>Fringe Benefit %</th>
<th>+ Overhead %</th>
<th>= Combined %</th>
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<td>39.50%</td>
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**Profit %:** 7.50%

\[
\text{Actual Base Hourly Rate Paid to Employee} + \text{Actual Base Hourly Rate Paid to Employees x Combined %} = A
\]
\[
\text{A x Profit %} = B
\]
\[
\text{A + B} = \text{Actual Fully Loaded Hourly Rate}
\]

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<th>Classification</th>
<th>Name</th>
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<td>$18.00</td>
<td>$19.00</td>
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<tr>
<td></td>
<td>Project Coordinator</td>
<td>Rhett Porter</td>
<td>$17.50</td>
<td>$19.00</td>
<td>$20.50</td>
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</tbody>
</table>

1. List all Professional and Supervisory staff by classification and name. For staff not listed by name but by classification only, a current payroll document identifying their actual base hourly rate shall be provided with every invoice or bill. The approved flat hourly billing rates for all employees will be calculated and reimbursed based on their actual base hourly rates per the tabled above. Unless CITY Project Manager assigns a tier and reasonable flat hourly billing rate for selected employees. For staff not listed by name but by classification only, the reimbursement will not exceed the approved flat hourly billing rate for that classification. Approved flat hourly billing rates for new employees listed after the date of this cost proposal will not exceed the rates of similar personnel with similar experience listed on this cost proposal. The approved flat hourly billing rate shall be inclusive, including all markups, fringe, and overhead expenses and profit.

2. Key Staff shall be determined by CITY Project Manager. (i.e., named Project Manager, a Specialist Principal Engineer, a specific Structural Engineer, etc. Note Key Staff with an "X" is the Key Staff column)

3. The employee's actual base hourly rates used to negotiate the flat hourly billing rates in the 10-H Form are the rates that were effective per the date noted above. Addition of new staff, new classifications, or addition of a SUBCONTRACTOR not previously listed in the approved 10-H Form will require written approval from the CITY. No new staff shall commence until the approval is provided by the CITY. New staff will be paid at the same or lower approved flat hourly billing rate of the previously approved or similar classification. In addition, if the subcontract involves Key Staff, CONTRACTOR must request and justify the need for the subcontract and obtain approval from CITY Project Manager. Substituted Key Staff shall be as qualified as the original.

4. Approved flat hourly billing rates include all standard equipment (including laptop, camera, cell phone, truck, standard personal safety equipment. CITY Project Manager shall approve any other direct costs.

5. Non-employees (administrative work) that are to be prevailing wage employees with an "X" in the Prevailing Wage column Prevailing Wage specified is based on current Department of Industrial Relations (DIR) determination. CONTRACTOR shall be responsible for any future adjustments to the prevailing wage, including but not limited to, base hourly rates and employer payments determined by the DIR. CONTRACTOR is responsible for paying the appropriate rate, including escalations that take place during the term of the Agreement. CONTRACTOR shall be reimbursed at the above listed approved flat hourly billing rates.

6. Overtime may be reimbursed to classifications where it is required by their union contracts (Prevailing Wage classifications). Overtime will not be charged unless written approval is received by CITY Project Manager. CITY shall pay CONTRACTOR at the approved overtime rates noted above. CONTRACTOR shall pay prevailing wage employees any prevailing wage guidelines.

7. Local transportation costs resulting from commuting to and from the employee's residence to the office or job site are not reimbursable.

8. The Project will not reimburse CONTRACTOR for costs to relocate its staff to the geographic area of the contract. The Project will not reimburse CONTRACTOR for any per diem.

9. QIC items are to be in compliance with Cost of Federal Regulations, Title 48 Part 31 [Federal Acquisition Regulation (FAR) cost principles] and the firm's company-wide policies.

[Signature]
PROJECT MANAGER's Signature

Page 48 of 110
### Fringe Benefit %
23.11% + 5% Overhead = Combined % 187.85%

### Profit %
7.00%

(Actual Base Hourly Rate Paid to Employee + (Actual Base Hourly Rate Paid to Employee x Combined %)) = A
A x Profit % = B
A + B = Actual Fully Loaded Hourly Rate

<table>
<thead>
<tr>
<th>Key Staff</th>
<th>Prevailing Wage</th>
<th>Classification</th>
<th>Name</th>
<th>Actual Base Hourly Rate Paid to Employee For Reference Only (Does not Include any fringe or OH)</th>
<th>Actual Fully Loaded Hourly Rate For Reference Only (Includes Fringe, OH &amp; Profit)</th>
<th>Approved Flat Hourly Billing Rate</th>
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<td>Michael Robertson</td>
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<td>Alagna Jackson</td>
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<td>$144.00</td>
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</table>

1. List all Professional and Supervisory staff by Classification and Name. For staff not listed by name but by classification only, a current payroll document identifying their actual base hourly rate shall be provided with every invoice where an unlisted staff billed time. The approved flat hourly billing rates for all employees will be calculated and reimbursed based on their actual time-hourly rates per the data noted above unless CITY Project Manager assigns a fair and reasonable flat hourly billing rate for selected employees. For staff not listed by name but by classification only, the reimbursement will not exceed the approved flat hourly billing rate for that classification. Approved flat hourly billing rates for new employees hired after the date of this cost proposal will not exceed (or be in line with) the rates of similar personnel with similar experience listed on this cost proposal. The approved flat hourly billing rate shall be all inclusive, including all mark-ups, fringe, and overhead expenses and profit. The Key Staff shall be determined by the CITY Project Manager, (i.e., named Project Manager, a specific Principal Engineer, a specific Structural Engineer, etc.). Note Key Staff with an "X" in the Key Staff column.

2. The employee's actual base hourly rates used to negotiate the flat hourly billing rate in this 10-H Form are the rates that were effective per the data noted above. Additional or new classifications, or addition of a subcontractor (not previously listed on the approved 10-H Form) shall require written approval from the CITY. No work shall commence until the approval is provided by the CITY. Work shall be paid at the same or lower approved flat hourly billing rate of the previously approved or similar classification. In addition, if the substitution involves Key Staff, CONTRACTOR must request and justify the need for the substitution and obtain approval from CITY Project Manager. Substituted Key Staff shall be as qualified as the original.

3. Approved flat hourly billing rates include all standard equipment including laptop, camera, cell phone, truck, standard personal safety equipment. CITY Project Manager shall approve any other direct costs.

4. Note employee classifications that are subject to prevailing wage requirements with an "X" in the Prevailing Wage column. Prevailing Wage specifications are based on the Department of Industrial Relations (DIR) determination. CONTRACTOR shall be responsible for any future adjustments to the prevailing wage, including but not limited to, base hourly rates and employer payments as determined by the DIR. CONTRACTOR is responsible for paying the appropriate rate, including escalations that take place during the term of the Agreement. CONTRACTOR shall be reimbursed at the above listed approved flat hourly billing rates.

5. Overtime may not be reordered to classifications where the hours required by the union contracts (Prevailing Wage classifications). Overtime will not be charged unless prior written approval is received by CITY Project Manager. CITY shall pay CONTRACTOR at the approved overtime rates noted above. CONTRACTOR shall pay prevailing wage employees at prevailing wage guidelines.

6. Local transportation costs resulting from commuting to and from the employee's residence to the office or job site are not reimbursable.

7. The Project will not reimburse CONTRACTOR for costs to relocate its staff to the geographic area of the contract. The Project will not reimburse for any per diem.

8. CONTRACTOR agrees to be in compliance with Code of Federal Regulations Title 49 Part 31 (Federal Acquisition Regulations (FAR) cost principles) and the firm's company-wide adherence policies and procedures outlined with all clients including the Federal Government. Costs management, legal services and data storage.

Signed here, you agree to the terms above, and attest to all information is accurate and true.

[Signature]
Robert B. Leckie, PE, GB

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### CITY OF SACRAMENTO 10-H FORM

**CONTRACTOR Name:** DKS Associates

**Project Name:** North 12th Complete Street Project

**Date:** 2/22/2016

**Project #:** T161565000

#### Fringe Benefit % + Overhead % = Combined %

<table>
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<tr>
<th>Fringe Benefit %</th>
<th>Overhead %</th>
<th>Combined %</th>
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<tbody>
<tr>
<td>61.86%</td>
<td>118.62%</td>
<td>172.84%</td>
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#### Profit %

7.00%

**[Actual Base Hourly Rate Paid to Employee + (Actual Base Hourly Rate Paid to Employee x Combined %)] = A**

**A x Profit % = B**

**A + B = Actully Loaded Hourly Rate**

<table>
<thead>
<tr>
<th>Key Staff</th>
<th>Prevailing Wage</th>
<th>Classification</th>
<th>Name</th>
<th>Actual Hourly Rate For Reference Only</th>
<th>Approved Flat Hourly Billing Rate</th>
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<tr>
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<td>Vic MUSTANCA</td>
<td>Senior Engineer (Operations)</td>
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<td>David Muhleman</td>
<td>Senior Engineer (Structural Engineer)</td>
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#### Other Direct Costs and ODC Items That May Be Claimed in Cost Not to Exceed

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<th>Description</th>
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<td>Traffic Counts</td>
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1. List all Professional and Supervisory staff by Classification and Name. For staff not listed by name or by classification only, a current payroll document identifying their actual base hourly rate shall be provided with every invoice where an unlisted staff falls time. The approved flat hourly billing rates for all employees will be calculated and reimbursed based on their actual base hourly rates per the date noted above unless CITY Project Manager assigns a fair and reasonable flat hourly billing rate for selected employees. For staff not listed by name but by classification only, the reimbursement will not exceed the approved flat hourly billing rate for that classification. Approved flat hourly billing rates for new employees hired after the date of this proposal will not exceed (or shall be in line with) the rates of similar personnel with similar experience listed on this cost proposal. The approved flat hourly billing rate shall be all inclusive, including all mark-ups, fringe, and overhead expenses and profit.

2. Key Staff shall be determined by CITY Project Manager. (i.e., named Project Manager, a specific Principal Engineer, a specific Structural Engineer, etc. Note Key Staff with an "X" in the Key Staff column.

3. The employer's actual base hourly rates used to negotiate the flat hourly billing rates in this 10-H Form are the rates that were effective per the date noted above. Additon of new staff, new classifications, or addition of a SUBCONTRACTOR not previously listed on the approved 10-H Form(s) shall require written approval from the CITY. No work shall commence until the approval is provided by the CITY. New staff shall be paid at the same or lower approved flat hourly billing rate of the previously approved or similar classification. In addition, if the substitution involves Key Staff, CONTRACTOR must request and justify the need for the substitution and obtain approval from CITY Project Manager. Substituted Key Staff shall be as qualified as the original.

4. Approved flat hourly billing rates include all standard equipment including laptop, camera, cell phone, truck, standard personal safety equipment, CITY Project Manager shall approve any other direct costs.

5. Note employees/classifications that are subject to prevailing wage requirements with an "X" in the Prevailing Wage column. Prevailing Wage specified is based on current Department of Industrial Relations (DIR) determination. CONTRACTOR shall be responsible for any future adjustments to the prevailing wage, including but not limited to, base hourly rates and employer payments as determined by the DIR. CONTRACTOR is responsible for paying the appropriate rate, including escalations that take place during the term of the Agreement. CONTRACTOR shall be reimbursed at the approved flat hourly billing rate.

6. Overtime may be reimbursed to classifications where it is required by their union contracts (Prevailing Wage classifications). Overtime will not be charged unless prior written approval is received by CITY Project Manager. CITY shall pay CONTRACTOR at the approved overtime rates noted above, CONTRACTOR shall pay prevailing wage employees per prevailing wage guidelines.

7. Local transportation costs resulting from commuting to and from the employee's residence to the office or job site are not reimbursable.

8. The Project will not reimburse CONTRACTOR for costs to relocate its staff to the geographic area of the contract. The Project will not reimburse CONTRACTOR for any per diem.

9. ODC Items are to be in compliance with Code of Federal Regulations, Title 48 Part 31 [Federal Acquisition Regulations (FAR) cost principles] and the firm's company-wide documentation and documentation maintained with subcontractors, subconsultants, and subconsultants' subcontractors. Any questions regarding the above, and about the DOD information is accurate and true,

CONTRACTOR (Final) and CITY Project Manager's Signature

[Signature]

 Date: [Signature]
<table>
<thead>
<tr>
<th>Key Staff</th>
<th>Prevailing Wage</th>
<th>Classification</th>
<th>Name</th>
<th>Actual Base Hourly Rate Paid to Employee For Reference Only (Does not include any fringe or OH)</th>
<th>Actual Fully Leased Hourly Rate For Reference Only (Includes Fringe, OH &amp; Profit)</th>
<th>Approved Flat Hourly Billing Rate</th>
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1. List all Professional and Supervisory staff by Classification and Name. For staff not listed by name but by classification only, a current payroll document identifying their actual base hourly rate shall be provided with every invoice where an unlisted staff title is listed. The approved flat hourly billing rates for all employees will be calculated and reimbursed based on their actual base hourly rates per the date noted above unless CITY Project Manager assigns a fair and reasonable flat hourly billing rate for selected employees. For staff not listed by name but by classification only, the reimbursement will not exceed the approved flat hourly billing rate for that classification. Approved flat hourly billing rates for new employees hired after the date of this cost proposal will not exceed (or shall be at least) the rates of similar personnel with similar experience listed on this cost proposal. The approved flat hourly billing rate shall be all-inclusive, including all mark-ups, fringe, and overhead expenses and profit.

2. Key Staff shall be determined by CITY Project Manager, i.e., named Project Manager, a specific Principal Engineer, a specific Structural Engineer, etc. Note Key staff with an "X" in the Key Staff column.

3. The approved actual base hourly rates used to negotiate the flat hourly billing rates in this 10-H Form are the rates that were effective per the date noted above. Addition of new staff, new classifications, or addition of a SUBCONTRACTOR not previously listed on the approved 10-H Form(s) shall require written approval from the CITY. No work shall commence until the approval is provided by the CITY. New staff shall be paid at the same or lower approved flat hourly billing rate of the previously approved or similar classification in addition, if the substitution involves Key Staff, CONTRACTOR must request and justify the need for the substitution and obtain approval from CITY Project Manager. Substituted Key Staff shall be as qualified as the original.

4. Approved flat hourly billing rates include all standard equipment including laptop, camera, cell phone, truck, standard personal safety equipment. CITY Project Manager shall approve any other direct costs.

5. Note employee classifications that are subject to prevailing wage requirements with an "X" in the Prevailing Wage column. Prevailing Wage specified is based on current Department of Industrial Relations (DIR) determination. CONTRACTOR shall be responsible for any future adjustments to the prevailing wage, including but not limited to, base hourly rates and employer payments as determined by the DIR. CONTRACTOR is responsible for paying the appropriate rate, including escalations that take place during the term of the Agreement. CONTRACTOR shall be reimbursed at the above listed approved flat hourly billing rates.

6. Overtime may be reimbursed to classifications where it is required by their union contracts (prevailing wage classifications). Overtime shall not be charged unless prior written approval is received by CITY Project Manager. CITY shall pay CONTRACTOR at the approved overtime rates noted above. CONTRACTOR shall pay prevailing wage employees per prevailing wage guidelines.

7. Local transportation costs resulting from commuting to and from the employee’s residence to the office or job site are not reimbursable.

8. The Project will not reimburse CONTRACTOR for costs to relocate its staff to the geographic area of the contract. The Project will not reimburse CONTRACTOR for any per diem.

9. O&C Items are to be in compliance with Code of Federal Regulations, Title 48 Part 31 (Federal Acquisition Regulations (FAR) cost principles) and the firm's company-wide policies and internal accounting practices with all other federal, state, and local agencies.

By signing here, you agree to the terms above, and attest that all information is accurate and true.

CONTRACTOR/CONTRACTOR Project Manager's Signature

Luke Evans
### CITY OF SACRAMENTO 10-H FORM

**Approved with Supplement # (type Original if it is the Original): Original**

**CONTRACTOR Name:** Quadriga Landscape Architecture  
**Project Name:** North 12th Street Complete Street Project

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<th>+ Overhead %</th>
<th>31.10%</th>
<th>= Combined %</th>
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<tbody>
<tr>
<td>Profit %</td>
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</tr>
<tr>
<td>[Actual Base Hourly Rate Paid to Employee] + [Actual Base Hourly Rate Paid to Employee x Combined %] = A</td>
<td>[A x Profit % = B]</td>
<td>A + B = Actual Fully Loaded Hourly Rate</td>
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<th>Key Staff</th>
<th>Prevailing Wage</th>
<th>Classification</th>
<th>Name</th>
<th>Actual Base Hourly Rate Paid to Employee Per Reference Only (Base not Include Any Fringe or O/T)</th>
<th>Actual Fully Loaded Hourly Rate For Reference Only (Including Fringe O/T &amp; Profit)</th>
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<td>Claire Laland</td>
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1. List all Professional and Supervisory staff by Classification and Name. For staff not listed by name but by classification only, a current payroll document identifying their actual base hourly rate shall be provided with every invoice wherein an unlisted staff billed time. The approved flat hourly billing rates for all employees will be calculated and reimbursed based on their actual base hourly rates per the date noted above unless CITY Project Manager assigns a for and reasonable flat hourly billing rate for selected employees. Staff not listed by name but by classification only, the reimbursable amounts do not exceed the approved flat hourly billing rate for their classification. Approved flat hourly billing rates for new employees hired after the date of the cost proposal will not exceed nor be in line with the rates of similar personnel at similar experience level on this cost proposal.

2. Key Staff shall be determined by CITY Project Manager. (i.e., named Project Manager, a specific Principal Engineer, a specific Structural Engineer, etc. Note Key Staff with an “X” in the Key Staff column.)

3. The employees' actual base hourly rates used to negotiate the flat hourly billing rates in this 10-H Form are the rates that were effective per the data noted above. Addition of new staff, new classifications, or addition of a SUBCONTRACTOR not previously listed on the approved 10-H Form(s) shall require written approval from the CITY. No work shall commence until the approval is provided by the CITY. New staff shall be paid at the same or lower approved flat hourly billing rate of the previously approved or similar classification. In addition, if the submission involves Key Staff, CONTRACTOR must request and justify the need for the substitution and obtain approval from CITY Project Manager. Substituted Key Staff shall be as qualified as the original.

4. Approved flat hourly billing rates include all standard equipment including laptop, camera, cell phone, truck, standard personal safety equipment. CITY Project Manager shall approve any other direct costs.

5. Note employees/classifications that are subject to prevailing wage requirements with an "X" in the Prevailing Wage column. Prevailing Wages provided are based on current experience of Industrial Relations (DIR) calculation. CONTRACTOR shall be responsible for any future adjustments in the prevailing wage, including but not limited to, base hourly rates and employee pay as determined by the DIR, CONTRACTOR is responsible for paying the appropriate rate, including escalations that take place during the term of the Agreement. CONTRACTOR shall be reimbursed at the above listed approved flat hourly billing rates.

6. Overtime may be authorized to classifications where it is required by their union contracts (Prevailing Wage classifications). Overtime will be charged unless prior written approval is received by CITY Project Manager. CITY shall pay CONTRACTOR at the approved overtime rates noted above. CONTRACTOR shall pay prevailing wage employees per prevailing wage guidelines.

7. Local transportation costs resulting from commuting to and from the employee's residence to the office or job site are not reimbursable.

8. The Project will not reimburse CONTRACTOR for costs to relocate its staff to the geographic area of this contract. The Project will not reimburse CONTRACTOR for any per diem.

9. ECC taxes are to be in compliance with Code of Federal Regulations, Title 49 Part 31 (Federal Acquisition Regulations (FAR) cost principles) and the firm's company-wide policies and standards and position with 8(a) items which include but are not limited to the following, and their exceptions and/or deviations.

**CONTRACTOR Signature:** Christine Talbot

**Contractor Project Manager's Signature:** (Typed print name here) Christine Talbot

*Note: All changes and updates are marked on the form and initialed by the person who makes the changes.*
### CITY OF SACRAMENTO 10-H FORM

**Contractor Name:** Y&C Transpo Consultants, Inc.

**Project Name:** N. 12th Street Complete Street

**Date:** 4/22/2010

**Project #:** T19164008 (Original)

### Fringe Benefit %

- **42.44%**

### Overhead %

- **12.25%**

### Combined %

- **104.70%**

### Profit %

- **7.00%**

### Actual Base Hourly Rate Paid to Employee + (Actual Base Hourly Rate Paid to Employee x Combined %) = A

### A x Profit % = B

### A + B = Actual Fully Loaded Hourly Rate

<table>
<thead>
<tr>
<th>Key Staff</th>
<th>Prevailing Wage</th>
<th>Classification</th>
<th>Name</th>
<th>Actual Base Hourly Rate Paid to Employee For Reference Only</th>
<th>Actual Fully Loaded Hourly Rate For Reference Only (Includes Fringe, O/H &amp; Profit)</th>
<th>Approved Flat Hourly Billing Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>X</td>
<td>Engineer XII</td>
<td>Daniel You</td>
<td>$41.00</td>
<td>$189.32</td>
<td>$189.32</td>
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<td>X</td>
<td>Engineer XI</td>
<td>Kevin Chan</td>
<td>$42.50</td>
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<td></td>
<td>Engineer IV</td>
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<td></td>
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<td>$47.50</td>
<td>$196.20</td>
<td>$196.20</td>
<td>$196.20</td>
</tr>
</tbody>
</table>

---

1. List all professional and supervisory staff by classification and name. For staff not listed by name but by classification only, a current payroll document identifying their actual base hourly rate shall be provided with every invoice where an unlisted staff bills time. The approved flat hourly billing rates for all employees will be calculated and reimbursed based on their actual base hourly rate per the data noted above unless the Project Manager assigns a fair and reasonable flat hourly billing rate for selected employees. For staff not listed by name but by classification only, the reimbursement will not exceed the approved flat hourly billing rate for that classification. Approved flat hourly billing rates for new employees hired after the date of this cost proposal will not exceed (or shall be in line with) the rates of similar personnel with similar experience listed on this cost proposal.

2. Key Staff shall be determined by CITY Project Manager, (i.e., named Project Manager, a specific Principal Engineer, a specific Structural Engineer, etc. Note Key Staff with an "X" in the Key Staff column.

3. The employer's actual base hourly rates used to negotiate the flat hourly billing rates in this 10-H Form are the rates that were effective per the date noted above. Addition of new staff, new classifications, or addition of a SUBCONTRACTOR not previously listed on the approved 10-H Form(s) shall require written approval from the CITY. No work shall commence until the approval is provided by the CITY. New staff shall be paid at the same or lower approved flat hourly billing rate of the previously approved or similar classification. In addition, if the substitution involves Key Staff, CONTRACTOR must request and justify the need for the substitution and obtain approval from CITY Project Manager. Substituted Key Staff shall be as qualified as the original.

4. Approved flat hourly billing rates include all standard equipment (including laptop, camera, cell phone, truck, standard personal safety equipment). CITY Project Manager shall approve any other items.

5. Note any classifications that are subject to prevailing wage requirements with an X in the Prevailing Wage column. Prevailing Wage specified is based on current Department of Industrial Relations (DIR) determination. CONTRACTOR shall be responsible for any future adjustments to the prevailing wage, including but not limited to, base hourly rates and employer payments as determined by the DIR. CONTRACTOR is responsible for paying the appropriate rate, including escalations that take place during the term of the Agreement. CONTRACTOR shall be reimbursed at the above listed approved flat hourly billing rates.

6. Overtime may be reimbursed at classifications where it is required by their union contracts (prevailing wage classifications). Overtime will not be charged unless prior written approval is received by CITY Project Manager. CONTRACTOR shall pay CONTRACTOR at the approved overtime rates noted above. CONTRACTOR shall pay prevailing wage employees for prevailing wage on-definition.

7. Local transportation costs resulting from commuting to and from the employee's residence to the office or job site are not reimbursable.

8. The Project will not reimburse CONTRACTOR for costs to relocate its staff to the geographic area of the contract. The Project will not reimburse CONTRACTOR for any per diem.

9. COC Items are to be in compliance with Code of Federal Regulations, Title 48 Part 81 (Federal Acquisition Regulations (FAR) cost principles) and the firm's company-wide administrative policies and procedures with special concern for cost estimating, budgeting, award documentation, submittal, and contract closeout.

By signing here, you agree to the terms above, and attest that all information is accurate and true.

CONTRACTOR/ SUBCONTRACTOR Project Manager's signature

[Signature]

Printed name here

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Page 1 of 1

Version: March 27, 2016

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EXHIBIT 10-K CONSULTANT CERTIFICATION OF CONTRACT COSTS AND FINANCIAL MANAGEMENT SYSTEM

(Note: If requesting to utilize the Safe Harbor Indirect Cost Rate submit Attachment 1 of DLA-OB 13-07 - Safe Harbor Indirect Cost Rate for Consultant Contracts found at http://www.dot.ca.gov/hq/LocalPrograms/DLA_OB/DLA_OB.htm in lieu of this form.)

Certification of Final Indirect Costs:

Consultant Firm Name: Psomas

Indirect Cost Rate: 166.8% * for fiscal period 1/1/2014-12/31/2014

*Fiscal period covered for Indirect Cost Rate developed (not the contract period).

Local Government: City of Sacramento

Contract Number: ___________________________  Project Number: T15165000

I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:

1. All costs included in this proposal to establish final Indirect Cost Rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of Title 48, Code of Federal Regulations (CFR), Part 31.

2. This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR, Part 31.

All known material transactions or events that have occurred affecting the firm’s ownership, organization, and Indirect Cost Rates have been disclosed as of the date of proposal preparation noted above.

Certification of Financial Management System:

I, the undersigned, certify to the best of my knowledge and belief that our Financial Management System meets the standards for financial reporting, accounting records, internal and budget control as set forth in the FAR of Title 49, CFR, Part 18.20 to the extent applicable to Consultant.

Certification of Dollar Amount for all A&E Contracts:

I, the undersigned, certify that the approximate dollar amount of all A&E contracts awarded by Caltrans or a California local agency to this firm within the last three (3) calendar years for all State DOT and Local Agencies is $114,000,000.00 and the number of states in which the firm does business is 3.

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are reasonable, allowable and allocable to the contract in accordance with the cost principles of the FAR of Title 48, CFR, Part 31. Allowable direct costs to a Government contract shall be:

LPP 15-01  Page 1 of 2  January 14, 2015
1. Compliant with Generally Accepted Accounting Principles (GAAP) and standards promulgated by the Cost Accounting Standards Board (when applicable).
2. Compliant with the terms of the contract and is incurred specifically for the contract.
3. Not prohibited by 23 CFR, Chapter 1, Part 172 – Administration of Engineering and Design Related Service Contracts to the extent requirements are applicable to Consultant.

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files.

**Subconsultants (if applicable)**

Proposed Contract Amount (or amount not to exceed if on-call contract): $ ______________

**Prime Consultants (if applicable)**

Proposed Total Contract Amount (or amount not to exceed if on-call contract): $ 429,139.27

Prime, list all subconsultants and proposed subcontract dollar amounts (attach additional page if necessary):

<table>
<thead>
<tr>
<th>Subconsultant</th>
<th>Amount</th>
</tr>
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<tbody>
<tr>
<td>DKS Associates</td>
<td>$70,046.00</td>
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<tr>
<td>Environmental Science Associates</td>
<td>$81,692.04</td>
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<td>Y&amp;G Transportation Consultants, Inc.</td>
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<td>Quadriga</td>
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<td>AIM Consulting</td>
<td>$33,653.68</td>
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<tr>
<td>Blackburn Consulting</td>
<td>$10,270.64</td>
</tr>
</tbody>
</table>

Consult

Name: Timothy Hayes, PE

Title: Project Manager/Consultant Manager

Consultant Certification Signature**: [Signature]

Date of Certification (mm/dd/yyyy): 9/26/2015

Consultant Contact Information:

Email: thayes@psomas.com

Phone number: (916) 788-8122

**An individual executive or financial officer of the consultant’s organization at a level no lower than a Vice President or Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the Indirect Cost Rate proposal submitted in conjunction with the contract.

Note: Per 23 U.S.C. 112(b)(2)(B), Subconsultants must comply with the FAR Cost Principles contained in 48 CFR, Part 31. 23 CFR Part 172.3 Definitions state: Consultant means the individual or firm providing engineering and design related services as a party to the contract. Therefore, subconsultants as parties of a contract must complete a certification and send originals to A&I and keep copies in Local Agency Project Files.

Distribution: 1) Original to Caltrans Audits and Investigations
2) Retained in Local Agency Project Files

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Page 2 of 2
January 14, 2015
EXHIBIT 10-K CONSULTANT CERTIFICATION OF CONTRACT COSTS AND FINANCIAL MANAGEMENT SYSTEM

(Note: If requesting to utilize the Safe Harbor Indirect Cost Rate submit Attachment 1 of DLA-OB 13-07 - Safe Harbor Indirect Cost Rate for Consultant Contracts found at http://www.dot.ca.gov/hq/LocalPrograms/DLA_OB/DLA_OB.htm in lieu of this form.)

Certification of Final Indirect Costs:

Consultant Firm Name: AIM Consulting, Inc. 

Indirect Cost Rate: 250% * for fiscal period 8/1/2014-7/1/2015

*Fiscal period covered for Indirect Cost Rate developed (not the contract period).

Local Government: City of Sacramento

Contract Number: Project Number: T15165000

I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:

1. All costs included in this proposal to establish final Indirect Cost Rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of Title 48, Code of Federal Regulations (CFR), Part 31.

2. This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR, Part 31.

All known material transactions or events that have occurred affecting the firm's ownership, organization, and Indirect Cost Rates have been disclosed as of the date of proposal preparation noted above.

Certification of Financial Management System:

I, the undersigned, certify to the best of my knowledge and belief that our Financial Management System meets the standards for financial reporting, accounting records, internal and budget control as set forth in the FAR of Title 49, CFR, Part 18.20 to the extent applicable to Consultant.

Certification of Dollar Amount for all A&E Contracts:

I, the undersigned, certify that the approximate dollar amount of all A&E contracts awarded by Caltrans or a California local agency to this firm within the last three (3) calendar years for all State DOT and Local Agencies is $171,099.81 and the number of states in which the firm does business is 1.

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are reasonable, allowable and allocable to the contract in accordance with the cost principles of the FAR of Title 48, CFR, Part 31. Allowable direct costs to a Government contract shall be:
1. Compliant with Generally Accepted Accounting Principles (GAAP) and standards promulgated by the Cost Accounting Standards Board (when applicable).
2. Compliant with the terms of the contract and is incurred specifically for the contract.
3. Not prohibited by 23 CFR, Chapter 1, Part 172 – Administration of Engineering and Design Related Service Contracts to the extent requirements are applicable to Consultant.

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files.

**Subconsultants (if applicable)**
Proposed Contract Amount (or amount not to exceed if on-call contract): $33,653.68

**Prime Consultants (if applicable)**
Proposed Total Contract Amount (or amount not to exceed if on-call contract): $ 

Prime, list all subconsultants and proposed subcontract dollar amounts (attach additional page if necessary):

$ 
$ 
$ 
$ 

Consultant Certifying (Print Name and Title):

Name: Gladys Cornell
Title: Principal
Consultant Certification Signature **:

Date of Certification (mm/dd/yyyy): 04/12/2016

Consultant Contact Information:

Email: gcornell@aimconsultingco.com
Phone number: 916-442-1168 

**An individual executive or financial officer of the consultant’s organization at a level no lower than a Vice President or Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the Indirect Cost Rate proposal submitted in conjunction with the contract.

Note: Per 23 U.S.C. 112(b)(2)(B), Subconsultants must comply with the FAR Cost Principles contained in 48 CFR, Part 31. 23 CFR Part 172.3 Definitions state: Consultant means the individual or firm providing engineering and design related services as a party to the contract. Therefore, subconsultants as parties of a contract must complete a certification and send originals to A&I and keep copies in Local Agency Project Files.

**Distribution:**
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LPP 15-01
January 14, 2015
EXHIBIT 10-K CONSULTANT CERTIFICATION OF CONTRACT COSTS AND FINANCIAL MANAGEMENT SYSTEM

(Note: If requesting to utilize the Safe Harbor Indirect Cost Rate submit Attachment 1 of DLA-OB 13-07 - Safe Harbor Indirect Cost Rate for Consultant Contracts found at http://www.dot.ca.gov/hq/LocalPrograms/DLA_OB/DLA_OB.htm in lieu of this form.)

Certification of Final Indirect Costs:

Consultant Firm Name: Blackburn Consulting

Indirect Cost Rate: 187.95% * for fiscal period 1/1/2014 - 12/31/2014

*Fiscal period covered for Indirect Cost Rate developed (not the contract period).

Local Government: City of Sacramento

Contract Number: __________________________ Project Number: T15165000

I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:

1. All costs included in this proposal to establish final Indirect Cost Rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of Title 48, Code of Federal Regulations (CFR), Part 31.

2. This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR, Part 31.

All known material transactions or events that have occurred affecting the firm’s ownership, organization, and Indirect Cost Rates have been disclosed as of the date of proposal preparation noted above.

Certification of Financial Management System:

I, the undersigned, certify to the best of my knowledge and belief that our Financial Management System meets the standards for financial reporting, accounting records, internal and budget control as set forth in the FAR of Title 49, CFR, Part 18.20 to the extent applicable to Consultant.

Certification of Dollar Amount for all A&E Contracts:

I, the undersigned, certify that the approximate dollar amount of all A&E contracts awarded by Caltrans or a California local agency to this firm within the last three (3) calendar years for all State DOT and Local Agencies is $1,200,000.00 and the number of states in which the firm does business is 1.

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are reasonable, allowable and allocable to the contract in accordance with the cost principles of the FAR of Title 48, CFR, Part 31. Allowable direct costs to a Government contract shall be:
1. Compliant with Generally Accepted Accounting Principles (GAAP) and standards promulgated by the Cost Accounting Standards Board (when applicable).
2. Compliant with the terms of the contract and is incurred specifically for the contract.
3. Not prohibited by 23 CFR, Chapter 1, Part 172 – Administration of Engineering and Design Related Service Contracts to the extent requirements are applicable to Consultant.

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files.

Subconsultants (if applicable)

Proposed Contract Amount (or amount not to exceed if on-call contract): $ 10,270.64

Prime Consultants (if applicable)

Proposed Total Contract Amount (or amount not to exceed if on-call contract): $

Prime, list all subconsultants and proposed subcontract dollar amounts (attach additional page if necessary):

$ 
$ 
$ 
$ 

Consultant Certifying (Print Name and Title):

Name: Robert Lokoiff, PE, GE

Title: Principal Geotechnical Engineer

Consultant Certification Signature **: [Signature]

Date of Certification (mm/dd/yyyy): 04/26/2016

Consultant Contact Information:

Email: bobl@blackburnconsulting.com

Phone number: (916) 375-8706

**An individual executive or financial officer of the consultant’s organization at a level no lower than a Vice President or Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the Indirect Cost Rate proposal submitted in conjunction with the contract.

Note: Per 23 U.S.C. 112(b)(2)(B), Subconsultants must comply with the FAR Cost Principles contained in 48 CFR, Part 31. 23 CFR Part 172.3 Definitions state: Consultant means the individual or firm providing engineering and design related services as a party to the contract. Therefore, subconsultants as parties of a contract must complete a certification and send originals to A&I and keep copies in Local Agency Project Files.

Distribution: 1) Original to Caltrans Audits and Investigations
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LPP 15-01

Page 2 of 2
January 14, 2015
EXHIBIT 10-K CONSULTANT CERTIFICATION OF CONTRACT COSTS AND FINANCIAL MANAGEMENT SYSTEM

(Note: If requesting to utilize the Safe Harbor Indirect Cost Rate submit Attachment 1 of DLA-OB 13-07 - Safe Harbor Indirect Cost Rate for Consultant Contracts found at http://www.dot.ca.gov/hq/LocalPrograms/DLA_OB/DLA_OB.htm in lieu of this form.)

Certification of Final Indirect Costs:

Consultant Firm Name: DKS Associates

Indirect Cost Rate: 172.98% * for fiscal period 5/1/2014 - 4/30/2015

*Fiscal period covered for Indirect Cost Rate developed (not the contract period).

Local Government: City of Sacramento

Contract Number: Project Number: T15165000

I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:

1. All costs included in this proposal to establish final Indirect Cost Rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of Title 48, Code of Federal Regulations (CFR), Part 31.

2. This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR, Part 31.

All known material transactions or events that have occurred affecting the firm’s ownership, organization, and Indirect Cost Rates have been disclosed as of the date of proposal preparation noted above.

Certification of Financial Management System:

I, the undersigned, certify to the best of my knowledge and belief that our Financial Management System meets the standards for financial reporting, accounting records, internal and budget control as set forth in the FAR of Title 49, CFR, Part 18.20 to the extent applicable to Consultant.

Certification of Dollar Amount for all A&E Contracts:

I, the undersigned, certify that the approximate dollar amount of all A&E contracts awarded by Caltrans or a California local agency to this firm within the last three (3) calendar years for all State DOT and Local Agencies is $12,800,000.00 and the number of states in which the firm does business is 8.

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are reasonable, allowable and allocable to the contract in accordance with the cost principles of the FAR of Title 48, CFR, Part 31. Allowable direct costs to a Government contract shall be:
1. Compliant with Generally Accepted Accounting Principles (GAAP) and standards promulgated by the Cost Accounting Standards Board (when applicable).

2. Compliant with the terms of the contract and is incurred specifically for the contract.

3. Not prohibited by 23 CFR, Chapter 1, Part 172 – Administration of Engineering and Design Related Service Contracts to the extent requirements are applicable to Consultant.

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files.

Subconsultants (if applicable)
Proposed Contract Amount (or amount not to exceed if on-call contract): $ 70,046.00

Prime Consultants (if applicable)
Proposed Total Contract Amount (or amount not to exceed if on-call contract): $

Prime, list all subconsultants and proposed subcontract dollar amounts (attach additional page if necessary):

$  
$  
$  
$  
$  

Consultant Certifying (Print Name and Title):

Name: John P. Long
Title: Vice President

Consultant Certification Signature **: [Signature]
Date of Certification (mm/dd/yyyy): 9/27/2016

Consultant Contact Information:

Email: jim.dalsa@dlsassociates.com
Phone number: (916) 368-2000

**An individual executive or financial officer of the consultant’s organization at a level no lower than a Vice President or Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the Indirect Cost Rate proposal submitted in conjunction with the contract.

Note: Per 23 U.S.C. 112(b)(2)(B), Subconsultants must comply with the FAR Cost Principles contained in 48 CFR, Part 31. 23 CFR Part 172.3 Definitions state: Consultant means the individual or firm providing engineering and design related services as a party to the contract. Therefore, subconsultants as parties of a contract must complete a certification and send originals to A&I and keep copies in Local Agency Project Files.

Distribution: 1) Original to Caltrans Audits and Investigations
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EXHIBIT 10-K CONSULTANT CERTIFICATION OF CONTRACT COSTS AND FINANCIAL MANAGEMENT SYSTEM

(Note: If requesting to utilize the Safe Harbor Indirect Cost Rate submit Attachment 1 of DLA-OB 13-07 - Safe Harbor Indirect Cost Rate for Consultant Contracts found at http://www.dot.ca.gov/hq/LocalPrograms/DLA_OB/DLA_OB.htm in lieu of this form.)

Certification of Final Indirect Costs:

Consultant Firm Name: Environmental Science Associates (ESA)  
Indirect Cost Rate: 210.60 * for fiscal period 2015-2016  
*Fiscal period covered for Indirect Cost Rate developed (not the contract period).

Local Government: City of Sacramento  
Contract Number: Project Number: T15165000

I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:

1. All costs included in this proposal to establish final Indirect Cost Rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of Title 48, Code of Federal Regulations (CFR), Part 31.
2. This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR, Part 31.

All known material transactions or events that have occurred affecting the firm's ownership, organization, and Indirect Cost Rates have been disclosed as of the date of proposal preparation noted above.

Certification of Financial Management System:

I, the undersigned, certify to the best of my knowledge and belief that our Financial Management System meets the standards for financial reporting, accounting records, internal and budget control as set forth in the FAR of Title 49, CFR, Part 18.20 to the extent applicable to Consultant.

Certification of Dollar Amount for all A&E Contracts:

I, the undersigned, certify that the approximate dollar amount of all A&E contracts awarded by Caltrans or a California local agency to this firm within the last three (3) calendar years for all State DOT and Local Agencies is $37,762,715.00 and the number of states in which the firm does business is 16.

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are reasonable, allowable and allocable to the contract in accordance with the cost principles of the FAR of Title 48, CFR, Part 31. Allowable direct costs to a Government contract shall be:
1. Compliant with Generally Accepted Accounting Principles (GAAP) and standards promulgated by the Cost Accounting Standards Board (when applicable).

2. Compliant with the terms of the contract and is incurred specifically for the contract.

3. Not prohibited by 23 CFR, Chapter 1, Part 172 – Administration of Engineering and Design Related Service Contracts to the extent requirements are applicable to Consultant.

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files.

**Subconsultants (if applicable)**

Proposed Contract Amount (or amount not to exceed if on-call contract): $81,692.04

**Prime Consultants (if applicable)**

Proposed Total Contract Amount (or amount not to exceed if on-call contract): $0.00

Prime, list all subconsultants and proposed subcontract dollar amounts (attach additional page if necessary):

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<th>N/A</th>
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<tbody>
<tr>
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<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Consultant Certifying (Print Name and Title):

Name: Brain Boxer

Title: Senior Vice President

Consultant Certification Signature **: [Signature]

Date of Certification (mm/dd/yyyy): 4/26/2016

Consultant Contact Information:

Email: bboxer@csassoc.com

Phone number: 916-231-1270

**An individual executive or financial officer of the consultant’s organization at a level no lower than a Vice President or Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the Indirect Cost Rate proposal submitted in conjunction with the contract.

Note: Per 23 U.S.C. 112(b)(2)(B), Subconsultants must comply with the FAR Cost Principles contained in 48 CFR, Part 31. 23 CFR Part 172.3 Definitions state: Consultant means the individual or firm providing engineering and design related services as a party to the contract. Therefore, subconsultants as parties of a contract must complete a certification and send originals to A&I and keep copies in Local Agency Project Files. **

Distributions: 1) Original to Caltrans Audits and Investigations 2) Retained in Local Agency Project Files

LPP 15-01  
January 14, 2015
EXHIBIT 10-K CONSULTANT CERTIFICATION OF CONTRACT COSTS AND FINANCIAL MANAGEMENT SYSTEM

(Note: If requesting to utilize the Safe Harbor Indirect Cost Rate submit Attachment 1 of DLA-OB 13-07 - Safe Harbor Indirect Cost Rate for Consultant Contracts found at http://www.dot.ca.gov/hq/LocalPrograms/DLA_OB/DLA_OB.htm in lieu of this form.)

Certification of Final Indirect Costs:

Consultant Firm Name: Quadriga Landscape Architecture and Planning, Inc.

Indirect Cost Rate: 155.50% * for fiscal period Jan 1 2016 to December 31, 2016

*Fiscal period covered for Indirect Cost Rate developed (not the contract period).

Local Government: City of Sacramento

Contract Number: ___________________________ Project Number: T15165000

I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:

1. All costs included in this proposal to establish final Indirect Cost Rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of Title 48, Code of Federal Regulations (CFR), Part 31.

2. This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR, Part 31.

All known material transactions or events that have occurred affecting the firm’s ownership, organization, and Indirect Cost Rates have been disclosed as of the date of proposal preparation noted above.

Certification of Financial Management System:

I, the undersigned, certify to the best of my knowledge and belief that our Financial Management System meets the standards for financial reporting, accounting records, internal and budget control as set forth in the FAR of Title 49, CFR, Part 18.20 to the extent applicable to Consultant.

Certification of Dollar Amount for all A&E Contracts:

I, the undersigned, certify that the approximate dollar amount of all A&E contracts awarded by Caltrans or a California local agency to this firm within the last three (3) calendar years for all State DOT and Local Agencies is $35,062.20 and the number of states in which the firm does business is 1.

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are reasonable, allowable and allocable to the contract in accordance with the cost principles of the FAR of Title 48, CFR, Part 31. Allowable direct costs to a Government contract shall be:
1. Compliant with Generally Accepted Accounting Principles (GAAP) and standards promulgated by the Cost Accounting Standards Board (when applicable).
2. Compliant with the terms of the contract and is incurred specifically for the contract.
3. Not prohibited by 23 CFR, Chapter 1, Part 172 – Administration of Engineering and Design Related Service Contracts to the extent requirements are applicable to Consultant.

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files.

**Subconsultants (if applicable)**

Proposed Contract Amount (or amount not to exceed if on-call contract): $44,813.56

**Prime Consultants (if applicable)**

Proposed Total Contract Amount (or amount not to exceed if on-call contract): $

Prime, list all subconsultants and proposed subcontract dollar amounts (attach additional page if necessary):

$ 

$ 

$ 

$ 

$ 

Consultant Certifying (Print Name and Title):

Name: Christine Talbot

Title: President

Consultant Certification Signature **: [Signature]

Date of Certification (mm/dd/yyyy): 4/26/16

Consultant Contact Information:

Email: Christine@quadriga-inc.com

Phone number: 707-508-4483

**An individual executive or financial officer of the consultant’s organization at a level no lower than a Vice President or Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the Indirect Cost Rate proposal submitted in conjunction with the contract.

Note: Per 23 U.S.C. 112(b)(2)(B), Subconsultants must comply with the FAR Cost Principles contained in 48 CFR, Part 31.
23 CFR Part 172.3 Definitions state: Consultant means the individual or firm providing engineering and design related services as a party to the contract. Therefore, subconsultants as parties of a contract must complete a certification and send originals to A&I and keep copies in Local Agency Project Files.

Distribution: 1) Original to Caltrans Audits and Investigations
2) Retained in Local Agency Project Files

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January 14, 2015
EXHIBIT 10-K CONSULTANT CERTIFICATION OF CONTRACT COSTS AND FINANCIAL MANAGEMENT SYSTEM

(Note: If requesting to utilize the Safe Harbor Indirect Cost Rate submit Attachment 1 of DLA-OB 13-07 - Safe Harbor Indirect Cost Rate for Consultant Contracts found at http://www.dot.ca.gov/hq/LocalPrograms/DLA_OB/DLA_OB.htm in lieu of this form.)

Certification of Final Indirect Costs:

Consultant Firm Name: Y&C Transportation Consultants, Inc.

Indirect Cost Rate: 104.70% * for fiscal period 01/01/2014-12/31/2014 (2015 data not avail. yet)

*Fiscal period covered for Indirect Cost Rate developed (not the contract period).

Local Government: City of Sacramento

Contract Number: __________________________ Project Number: T15165000

I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:

1. All costs included in this proposal to establish final Indirect Cost Rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of Title 48, Code of Federal Regulations (CFR), Part 31.
2. This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR, Part 31.

All known material transactions or events that have occurred affecting the firm’s ownership, organization, and Indirect Cost Rates have been disclosed as of the date of proposal preparation noted above.

Certification of Financial Management System:

I, the undersigned, certify to the best of my knowledge and belief that our Financial Management System meets the standards for financial reporting, accounting records, internal and budget control as set forth in the FAR of Title 49, CFR, Part 18.20 to the extent applicable to Consultant.

Certification of Dollar Amount for all A&E Contracts:

I, the undersigned, certify that the approximate dollar amount of all A&E contracts awarded by Caltrans or a California local agency to this firm within the last three (3) calendar years for all State DOT and Local Agencies is $2,514,000.00 and the number of states in which the firm does business is 1.

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are reasonable, allowable and allocable to the contract in accordance with the cost principles of the FAR of Title 48, CFR, Part 31. Allowable direct costs to a Government contract shall be:
1. Compliant with Generally Accepted Accounting Principles (GAAP) and standards promulgated by the Cost Accounting Standards Board (when applicable).
2. Compliant with the terms of the contract and is incurred specifically for the contract.
3. Not prohibited by 23 CFR, Chapter 1, Part 172 – Administration of Engineering and Design Related Service Contracts to the extent requirements are applicable to Consultant.

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files.

**Subconsultants (if applicable)**
Proposed Contract Amount (or amount not to exceed if on-call contract): $10,000.00

**Prime Consultants (if applicable)**
Proposed Total Contract Amount (or amount not to exceed if on-call contract): $

Prime, list all subconsultants and proposed subcontract dollar amounts (attach additional page if necessary):

$ 
$ 
$ 
$ 

Consultant Certifying (Print Name and Title):

Name: Daniel Yao

Title: President

Consultant Certification Signature **: [Signature]

Date of Certification (mm/dd/yyyy): 03/17/2016

Consultant Contact Information:

Email: dyau@ycitranstransportation.com

Phone number: (916) 366-8000 x 305

**An individual executive or financial officer of the consultant’s organization at a level no lower than a Vice President or Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the Indirect Cost Rate proposal submitted in conjunction with the contract.

Note: Per 23 U.S.C. 112(b)(1)(B), Subconsultants must comply with the FAR Cost Principles contained in 48 CFR, Part 31. 23 CFR Part 172.3 Definitions state: Consultant means the individual or firm providing engineering and design related services as a party to the contract. Therefore, subconsultants as parties to a contract must complete a certification and send originals to A&I and keep copies in Local Agency Project Files.

Distribution: 1) Original to Caltrans Audits and Investigations  
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January 14, 2015
EXHIBIT C

PROFESSIONAL SERVICES AGREEMENT FOR DESIGN PROFESSIONALS

FACILITIES AND EQUIPMENT TO BE PROVIDED BY CITY

CITY shall [check one]  

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

______ furnish the following facilities or equipment for the Agreement [list, if applicable]:

Form Approved by City Attorney (Design Professional) 12-24-14

Page 3
EXHIBIT D

PROFESSIONAL SERVICES AGREEMENT FOR DESIGN PROFESSIONALS

GENERAL PROVISIONS

1. Independent Contractor.

A. It is understood and agreed that CONTRACTOR (including CONTRACTOR’s employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither CONTRACTOR nor CONTRACTOR’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 CONTRACTOR under the provisions of this Agreement, and CONTRACTOR shall be issued a Form 1099 for its services hereunder. As an independent contractor, CONTRACTOR 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 CONTRACTOR’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 CONTRACTOR, 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 CONTRACTOR for accomplishing such results. To the extent that CONTRACTOR 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 CONTRACTOR’s sole discretion based on the CONTRACTOR’s determination that such use will promote CONTRACTOR’s efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the CITY does not require that CONTRACTOR 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 CONTRACTOR, such persons shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. 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 CONTRACTOR. It is further understood and agreed that CONTRACTOR shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of CONTRACTOR’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 CONTRACTOR. CONTRACTOR may represent, perform services for, or be employed by such additional persons or companies as CONTRACTOR sees fit provided that CONTRACTOR does not violate the provisions of Section 5, below.

2. Licenses; Permits, Etc. CONTRACTOR represents and warrants that CONTRACTOR has all licenses, permits, City Business Operations Tax Certificate, qualifications, and approvals of whatsoever nature that are legally required for CONTRACTOR to practice its profession or provide any services under the Agreement. CONTRACTOR represents and warrants that CONTRACTOR 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 CONTRACTOR to practice its profession or provide such Services. Without limiting the generality of the foregoing, if CONTRACTOR is an out-of-state corporation, CONTRACTOR 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. CONTRACTOR 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 CONTRACTOR’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. CONTRACTOR Not Agent. Except as CITY may specify in writing, CONTRACTOR and CONTRACTOR’s personnel shall have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. CONTRACTOR and CONTRACTOR’s personnel shall have no authority, express or implied, to bind CITY to any obligations whatsoever.

5. Conflicts of Interest. CONTRACTOR 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 CONTRACTOR’s performance of Services under this Agreement. CONTRACTOR 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. CONTRACTOR 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 CONTRACTOR is or employs a former officer or employee of the CITY, CONTRACTOR 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, CONTRACTOR 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. CONTRACTOR agrees to protect all City Information and treat it as strictly confidential, and further agrees that CONTRACTOR 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, CONTRACTOR 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 CONTRACTOR of this Section 6 shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

7. CONTRACTOR Information.

A. CITY shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by CONTRACTOR 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. CONTRACTOR shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by CITY.

B. CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR of its obligations hereunder, which shall survive any termination or expiration of this Agreement.

C. All proprietary and other information received from CONTRACTOR by CITY, whether received in connection with CONTRACTOR’s proposal to CITY or in connection with any Services performed by CONTRACTOR, 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 CONTRACTOR of any request for the disclosure of such information. The CONTRACTOR 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
CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR of any rights regarding the information designated "trade secret" by CONTRACTOR, and such information shall be disclosed by CITY pursuant to applicable procedures required by the Public Records Act.

8. **Standard of Performance.** CONTRACTOR shall perform all Services required pursuant to this Agreement in the manner and according to the standards currently observed by a competent practitioner of CONTRACTOR's profession in California. All products of whatsoever nature that CONTRACTOR 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 CONTRACTOR's profession, and shall be provided in accordance with any schedule of performance specified in Exhibit A. CONTRACTOR shall assign only competent personnel to perform Services pursuant to this Agreement. CONTRACTOR shall notify CITY in writing of any changes in CONTRACTOR'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 CONTRACTOR 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, CONTRACTOR 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.**

   **THIS SECTION HAS BEEN INTENTIIONALLY DELETED.**

   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 CONTRACTOR's performance hereunder, in whole or in part, by giving a written notice of suspension to CONTRACTOR. If CITY gives such notice of suspension, CONTRACTOR 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 CONTRACTOR. If CITY gives such notice of termination, CONTRACTOR shall immediately cease rendering Services pursuant to this Agreement.

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

A. Indemnity: CONTRACTOR 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 CONTRACTOR, its sub-consultants, 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 CONTRACTOR 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, CONTRACTOR shall maintain the insurance coverage described in this Section 11.

Full compensation for all premiums that CONTRACTOR is required to pay for the insurance coverage described herein shall be included in the compensation specified for the Services
provided by CONTRACTOR under this Agreement. No additional compensation will be provided for CONTRACTOR's insurance premiums. Any available insurance proceeds in excess of the specified minimum limits and coverages shall be available to the CITY.

It is understood and agreed by the CONTRACTOR 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 CONTRACTOR 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, arising out of activities performed by or on behalf of CONTRACTOR, its sub-consultants, and subcontractors, products and completed operations of CONTRACTOR, its sub-consultants, and subcontractors, and premises owned, leased, or used by CONTRACTOR, its sub-consultants, and subcontractors, 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 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 accident. The policy shall provide coverage for owned, non-owned, and/or hired autos as appropriate to the operations of the CONTRACTOR.

No automobile liability insurance shall be required if CONTRACTOR 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." ________ (CONTRACTOR 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 Workers’ Compensation policy shall include a waiver of subrogation in favor of the CITY. If no work or services will be performed on or at CITY facilities or CITY Property, the CITY Representative may waive this requirement by selecting the option below:

Workers’ Compensation waiver of subrogation in favor of the CITY is not required. _____ (CITY Representative initials)
No Workers’ Compensation insurance shall be required if CONTRACTOR 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.” ________ (CONTRACTOR 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. Professional Liability (Errors and Omissions) insurance:

Is___X_____ Is not _____ required for this Agreement.

If required, such coverage must be continued for at least ___2___ year(s) following the completion of all Services and Additional Services under this Agreement. The retroactive date must be prior to the date this Agreement is approved or any Services are performed.

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 CONTRACTOR, its sub-consultants, and subcontractors; products and completed operations of CONTRACTOR, its sub-consultants, and subcontractors; and premises owned, leased, or used by CONTRACTOR, its sub-consultants, and subcontractors.

(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, CONTRACTOR’s insurance coverage, including excess insurance, 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 CONTRACTOR’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 CONTRACTOR'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:VI. 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 in writing prior to execution of this Agreement.

E. Verification of Coverage

(1) CONTRACTOR 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) For all insurance policy renewals during the term of this Agreement, CONTRACTOR shall send insurance certificates reflecting the policy renewals directly to:

City of Sacramento
c/o Ebix RCS
Reference #: (This number will be provided by EBIX after Agreement approval.)
PO Box 257
Portland, MI 48875-0257

Insurance certificates also may be faxed to (770) 325-3340, or e-mailed to:
CertsOnly-Portland@ebix.com

(3) 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 CONTRACTOR or cancel the Agreement if the insurance is canceled or CONTRACTOR otherwise ceases to be insured as required herein.

F. Subcontractors

CONTRACTOR 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, CONTRACTOR, for itself, its assignees and successors in interest, agrees as follows:

A. **Compliance With Regulations:** CONTRACTOR 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:** CONTRACTOR, 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. CONTRACTOR 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 CONTRACTOR for work to be performed under any subcontract, including all procurement of materials or equipment, each potential subcontractor or supplier shall be notified by CONTRACTOR of CONTRACTOR'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:** CONTRACTOR 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 CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR under this Agreement until CONTRACTOR complies;

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

F. **Incorporation of Provisions:** CONTRACTOR 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. CONTRACTOR 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 CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, CONTRACTOR 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 CONTRACTOR, 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 CONTRACTOR, 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 CONTRACTOR are material considerations for this Agreement. CITY has a strong interest in the qualifications and capability of the persons and entities that will fulfill the obligations imposed on CONTRACTOR under this Agreement. In recognition of this interest, CONTRACTOR 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.

19. **Use Tax Requirements.** During the performance of this Agreement, CONTRACTOR, for itself, its assignees and successors in interest, agrees as follows:

   A. **Use Tax Direct Payment Permit:** For all leases and purchases of materials, equipment, supplies, or other tangible personal property used to perform the Agreement and
shipped from outside California, the Contractor and any subcontractors leasing or purchasing such materials, equipment, supplies or other tangible personal property shall obtain a Use Tax Direct Payment Permit from the California State Board of Equalization ("SBE") in accordance with the applicable SBE criteria and requirements.

B. **Sellers Permit:** For any construction contract and any construction subcontract in the amount of $5,000,000 or more, Contractor and the subcontractor(s) shall obtain sellers permits from the SBE and shall register the jobsite as the place of business for the purpose of allocating local sales and use tax to the City. Contractor and its subcontractors shall remit the self-accrued use tax to the SBE, and shall provide a copy of each remittance to the City.

C. The above provisions shall apply in all instances unless prohibited by the funding source for the Agreement.
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 $100,000.00. 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, 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 directly 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.”
EXHIBIT F


Land surveying, material testing, and inspection services provided for a construction project during the design, pre-construction, construction, or post-construction phases of the project constitute “public works” under California Labor Code section 1720 et seq., and are subject to the requirements of Chapter 1 of Part 7 of Division 2 of the Labor Code and its implementing regulations set forth in Title 8 of the California Code of Regulations. If this Agreement includes any of these services (hereafter collectively referred to as “Public Work”), the Contractor and any subcontractor or subconsultant performing any Public Work shall comply with all applicable requirements of the California Labor Code and the Sacramento City Code, including the following requirements:

A. **Workers’ Compensation Certification**

   If this Agreement is for the performance of any Public Work, in accordance with California Labor Code section 1861 the Contractor shall sign the following certification:

   I am aware of the provisions of section 3700 of the California Labor Code which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

   ________________________________
   Contractor Signature

B. **DIR Registration**

California Labor Code section 1725.5 requires the Contractor and any subcontractor or subconsultant performing any Public Work under this Agreement to be currently registered with the California Department of Industrial Relations (DIR), as specified in Labor Code section 1725.5. Labor Code section 1771.1 provides that a contractor or subcontractor/subconsultant shall not be qualified to engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Labor Code section 1725.5.

*To be completed by the City Representative if this Agreement is for the performance of any Public Work:*

Contractor DIR registration #: ________________________________
Prior to the performance of Public Work by any subcontractor or subconsultant under this Agreement, Contractor shall furnish City their current DIR registration number.

C. **Payment of Prevailing Wages**

If this Agreement is for the performance of any Public Work, and the amount of the Agreement is more than $25,000, Contractor and any subcontractor or subconsultant performing any Public Work shall comply with the provisions of Sacramento City Code section 3.60.180 and applicable provisions of California Labor Code section 1770 et seq., which require, among other things, that the Contractor and subcontractor(s)/subconsultant(s) pay not less than the prevailing rate of wages for Public Work, as determined by the Director of the California DIR pursuant to Labor Code section 1773. For any Public Work performed under this Agreement, Contractor and every subcontractor or subconsultant shall maintain payroll records and submit certified payroll records and other labor compliance documentation electronically when and as required by City. In addition, Labor Code section 1771.4 requires the Contractor and any subcontractor or subconsultant performing any Public Work to furnish electronic payroll records directly to the Labor Commissioner (in addition to City staff via the City’s electronic system).

This Agreement is subject to compliance monitoring and enforcement by the California Department of Industrial Relations, as specified in Labor Code section 1771.4. The Contractor and any subcontractor or subconsultant performing Public Work will be subject to withholding and penalties for violation of prevailing wage requirements in accordance with applicable law, including Labor Code sections 1726, 1741, 1771.5, and 1775, and City Code section 3.60.180. Questions regarding the City’s Labor Compliance Program should be directed to the contracts staff for the City Department issuing this Agreement.

D. **Apprentices**

If this Agreement is for the performance of any Public Work, and the amount of the Agreement is $30,000 or more, the Contractor and any subcontractor or subconsultant performing any Public Work under this Agreement shall comply with Sacramento City Code section 3.60.190, section 1777.5 et seq. of the California Labor Code, and implementing regulations set forth in Title 8 of the California Code of Regulations, governing the employment of apprentices. The Contractor and any subcontractor or subconsultant performing Public Work will be subject to penalties for apprenticeship violations in accordance with Labor Code section 1777.7.

E. **Working Hours**

If this Agreement is for the performance of any Public Work, Contractor and any subcontractor or subconsultant performing any Public Work shall comply with, and be subject to enforcement under, the provisions of Sacramento City Code section
3.60.180 and California Labor Code section 1810 et seq., governing the working hours of employees performing Public Work.

F. **Subcontractors**

The Contractor shall include these provisions in every subcontract or subagreement for every lower-tier subcontractor or subconsultant performing Public Work under this Agreement.
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  
   Procurement Services Division  
   915 I Street, Second Floor  
   Sacramento, CA 95814

○ 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
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
  Procurement Services Division
  915 I Street, Second Floor.
  Sacramento, CA 95814

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

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

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

CALIFORNIA DEPARTMENT OF TRANSPORTATION
ADDITIONAL CONTRACT PROVISIONS

A. This Agreement (hereafter the “Contract”) shall begin on May 17, 2016, contingent upon approval from the State, and expire on December 31, 2020, unless extended by amendment.

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

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

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

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

C. 1. The City of Sacramento shall reimburse the contractor for actual costs as specified herein. The actual costs shall include direct salary costs, employee benefits, overhead and fee. The total amount payable by the City, for all Task Orders and expenses resulting from this contract, shall not exceed $ 429,139.27. It is understood and agreed that this total is an estimate, and that there is no guarantee, either expressed or implied, as to the actual dollar amount that will be authorized under this contract through Task Orders.

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

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

4. The Contractor shall not commence performance of work or services until this contract has been approved by the City and State and notification to proceed has been issued by the City and State’s Contract Manager. No payment will be made for any work performed prior to approval of this contract.
5. Any subcontract, entered into as a result of this contract, shall contain all of the provisions of this Article.

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

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

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

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

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

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

3. Any equipment purchased as a result of this contract is subject to the following. The Contractor shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least one year or more and an acquisition cost of $5,000 or more. If the purchased equipment needs replacement and is sold or traded in, the City shall receive a proper refund or credit. At the conclusion of the contract or if the contract is terminated, the Contractor may either keep the equipment and credit the City in an amount equal to its fair market value or sell such equipment at the best price obtainable, at a public or private sale, in accordance with established State and City procedures, and credit the City in an amount equal to the sales price. If the Contractor elects to keep the equipment, the fair market value shall be determined, at the Contractor's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to the City, State and the Contractor. If it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by the State.
4. CFR 49, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than $5,000 is credited to the project.

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

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

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

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

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

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

J. Introduction Under Early Termination

1. Within 30 days of the date the consultant is notified of early termination for the convenience of the City of Sacramento, the consultant shall prepare and submit to the Contract Manager for approval, two separate supplemental cost proposals: 1) A final revised cost proposal for all project-related costs to the revised
termination date, and 2) A cost proposal specifically addressing the termination settlement costs only.

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

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

A. Consultant's Reports Under Early Termination

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

B. Invoice Submittal Under Early Termination

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

C. Expenses Payable Under Early Termination

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

D. Termination issues for Subconsultants, Materialmen, Etc.

The consultant shall notify any subconsultant and service vendor providing service under this contract of the early termination date of this contract. Failure to notify any subcontractor and service vendor shall result in the
consultant being liable for the termination cost incurred by any subcontractor and service or supply vendor for work performed under this contract except those specifically agreed to in the termination notice to the consultant.

E. Cost Principals Under Early Termination

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

F. Adjustment of Fixed Fee Under Early Termination

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

G. Disputes Under Early Termination Conditions

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

(NAME OF SUBCONSULTANT(s)): SEE 10-H See Exhibit 1 to attachment B

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

2. The contractor shall adjust the proposed indirect rate to the audited provisional rate of SEE 10-H percent.

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

SPECIAL PROVISIONS (ENGINEERING DESIGN)

1. Record Retention

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

2. Accuracy and Completeness

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

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

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

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

(Rev. 10/14/99)
3. **Professional Seal**

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

4. **Sole Source Materials or Equipment**

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

5. **Documentation**

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

6. **Ownership of Documents**

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

7. **Copyrights**

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

8. **Changes in Work**

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

(Rev. 10/14/99)
9. **Construction Plans and Specifications**

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

All construction specifications prepared in accordance with this Agreement shall be submitted in final form to the City on 3.5" - diskette using "Word 6.0/95" or higher software in addition to the required paper copies or sent via E-Mail.
EXHIBIT 10-V NON-DISCRIMINATION CLAUSE

(To be included in Consultant Contract)

NON-DISCRIMINATION CLAUSE

During the performance of this Contract, Consultant and its subconsultant shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Consultant and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Consultant shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Contract.
TITLE VI
Title VI Language

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

(1) Compliance with Regulations:
The contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

(2) Nondiscrimination:
The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment:
In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

(4) Information and Reports:
The contractor shall provide all information and reports required by the Regulations or directives 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 (Recipient) or the (Name of Appropriate Administration) to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the (Recipient), or the (Name of Appropriate Administration) as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance:
In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the (Recipient) shall impose such contract sanctions as it or the (Name of Appropriate Administration) may determine to be appropriate, including, but not limited to:

(a) withholding of payments to the contractor under the contract until the contractor complies, and/or
(b) cancellation, termination or suspension of the contract, in whole or in part.

(6) Incorporation of Provisions:
The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the (Recipient) or the (Name of Appropriate Administration) may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the (Recipient) to enter into such litigation to protect the interests of the (Recipient), and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.
# EXHIBIT 10-O1 CONSULTANT PROPOSAL DBE COMMITMENT

1. Local Agency: City of Sacramento
2. Contract DBE Goal: 9 percent

3. Project Description: North 12th Complete Street Project (T15165000) - Environmental & Design
4. Project Location: Sacramento, California

5. Consultant's Name: PSOMAS
6. Prime Certified DBE: ☐

<table>
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<tr>
<th>7. Description of Work, Service, or Materials Supplied</th>
<th>8. DBE Certification Number</th>
<th>9. DBE Contact Information</th>
<th>10. DBE %</th>
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<tbody>
<tr>
<td>Traffic and Lighting Design</td>
<td>UCP ID #230989</td>
<td>Y&amp;C Transportation Consultants, Inc. 3250 Ramos Circle</td>
<td>Sacramento, CA 95827 Tel. (916) 368-8000</td>
</tr>
<tr>
<td>Public and Stakeholder Outreach</td>
<td>UCP ID #39954</td>
<td>AIM Consulting, Inc. 2523 J Street, Suite 202</td>
<td>Sacramento, CA 95816 Tel. (916) 442-1168</td>
</tr>
<tr>
<td>Utility Potholing</td>
<td>UCP ID #36751</td>
<td>EXARO Technologies, Inc. 1831 Old Bayshore Hwy</td>
<td>Burlingame, CA 94010 Tel. (415) 759-5538</td>
</tr>
</tbody>
</table>

Local Agency to Complete this Section

17. Local Agency Contract Number: ____________________
18. Federal-Aid Project Number: ____________________
19. Proposed Contract Execution Date: _______________

Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.

20. Local Agency Representative's Signature: ____________________
21. Date: ____________________
22. Local Agency Representative's Name: ____________________
23. Phone: ____________________
24. Local Agency Representative's Title: ____________________

11. TOTAL Claimed DBE Participation: 12.5 %

12. Preparer's Signature: ____________________
13. Date: ________________
Timothy Hayes, PE (916) 788-8122
14. Preparer's Name: ____________________
15. Phone: ____________________
Vice President
16. Preparer's Title: ____________________

DISTRIBUTION: Original – Included with consultant's proposal to local agency.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For Information call (916) 654-6410 or TDD (916) 654-3860 or write Records and Forms Management, 1120 N Street, MS-69, Sacramento, CA 95814.
EXHIBIT 10-O2 CONSULTANT CONTRACT DBE COMMITMENT

1. Local Agency: City of Sacramento
2. Contract DBE Goal: 9 percent
3. Project Description: North 12th Complete Street Project (T15165000) - Environmental & Design
4. Project Location: Sacramento, California
5. Consultant’s Name: PSOMAS
6. Prime Certified DBE: ☐
7. Total Contract Award Amount: $429,139.27
8. Total Dollar Amount for ALL Subconsultants: $250,475.92
9. Total Number of ALL Subconsultants: 7
10. Description of Work, Service, or Materials Supplied
    Traffic Analysis, Crime Prevention Through Environmental Design
    Environmental, CEQA/NEPA, permitting, Coordination with Development & Infrastructure
    Traffic and Lighting Design
    Landscape Architecture, Urban Design, Aesthetic Enhancements, Placemaking
    Public and Stakeholder Outreach
    Geotechnical Investigations
    Utility Potholing
11. DBE Contact Information
    DKS Associates
    6950 Cal Center Drive, Suite 340
    Sacramento, CA 95826
    Tel. (916) 358-2000
    Environmental Science Associates
    2600 Capital Avenue, Suite 207
    Sacramento CA 95826
    Tel. (916) 564-4500
    Y&G Transportation Consultants, Inc.
    3250 Ramos Circle
    Sacramento, CA 95827
    Tel. (916) 365-8000
    Quardra
    1415 21st Street, Suite A
    Sacramento, CA 95811
    Tel. (916) 441-2129
    AIL Consulting, Inc.
    2523 J Street, Suite 202
    Sacramento, CA 95816
    Tel. (916) 442-1168
    Blackburn Consulting, Inc.
    2491 Boatman Avenue
    West Sacramento, CA 95691
    Tel. (916) 375-8706
    EXARO Technologies, Inc.
    1531 Old Bayshore Hwy
    Burlingame, CA 94010
    Tel. (415) 756-5538
12. DBE Contact Information
    UCP ID #28589
    UCP ID #35854
    UCP ID #35751
13. DBE Dollar Amount
    $70,040.00
    $81,692.04
    $10,000.00
    $44,813.56
    $33,653.68
    $10,270.64
    $10,000.00
14. TOTAL CLAIMED DBE PARTICIPATION
    $35,653.86
    12.5%

Local Agency to Complete this Section
20. Local Agency Contract Number
21. Federal-Aid Project Number
22. Contract Execution Date:
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.

23. Local Agency Representative’s Signature
24. Date

25. Local Agency Representative’s Name
26. Phone

27. Local Agency Representative’s Title
28. Date

DISTRIBUTION: 1. Original – Local Agency
2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3886 or write Records and Forms Management, 1120 N Street, MS-69, Sacramento, CA 95814.
**EXHIBIT 10-Q Disclosure of Lobbying Activities**

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

<table>
<thead>
<tr>
<th>1. Type of Federal Action:</th>
<th>2. Status of Federal Action:</th>
<th>3. Report Type:</th>
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<tbody>
<tr>
<td>a. contract</td>
<td>a. bid/offi/application</td>
<td>a. initial</td>
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<tr>
<td>b. grant</td>
<td>b. initial award</td>
<td>b. material change</td>
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<tr>
<td>c. cooperative agreement</td>
<td>c. post-award</td>
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<tr>
<td>d. loan</td>
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<td>e. loan guarantee</td>
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<td>f. loan insurance</td>
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4. Name and Address of Reporting Entity

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<thead>
<tr>
<th>Prime</th>
<th>Subawardee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tier</td>
<td></td>
</tr>
</tbody>
</table>

Congressional District, if known

5. If Reporting Entity is No. 4 is Subawardee, Enter Name and Address of Prime:

Congressional District, if known

6. Federal Department/Agency:

7. Federal Program Name/Description:

CFDA Number, if applicable

8. Federal Action Number, if known:

9. Award Amount, if known:

10. Name and Address of Lobby Entity

(If individual, last name, first name, MI)

11. Individuals Performing Services

(including address if different from No. 10a)

(If individual, last name, first name, MI)

(attach Continuation Sheet(s) if necessary)

12. Amount of Payment (check all that apply)

$ ___ actual __ planned

13. Form of Payment (check all that apply):

a. cash
b. in-kind; specify: nature __________

Value ______

14. Type of Payment (check all that apply)

a. retainer
b. one-time fee
c. commission
d. contingent fee
e. deferred
f. other, specify ______

15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:

16. Continuation Sheet(s) attached: Yes [ ] No [ ] (attach Continuation Sheet(s) if necessary)

17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

**Federal Use Only:**

---

Distribution: Orig- Local Agency Project Files

**LPP 13-01**

Page 1

May 8, 2013
INSTRUCTIONS FOR COMPLETING EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipient at the initiation or receipt of covered federal action or a material change to previous filing pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered federal action for which lobbying activity is or has been secured to influence, the outcome of a covered federal action.

2. Identify the status of the covered federal action.

3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered federal action.

4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates it as a prime or subawardee recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to: subcontracts, subgrants, and contract awards under grants.

5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state, and zip code of the prime federal recipient. Include Congressional District, if known.

6. Enter the name of the federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the federal program name or description for the covered federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.

8. Enter the most appropriate federal identifying number available for the federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant, or loan award number, the application/proposal control number assigned by the federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered federal action where there has been an award or loan commitment by the Federal agency, enter the federal amount of the award/loan commitments for the prime entity identified in Item 4 or 5.

10. Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered federal action.

11. Enter the full names of the individual(s) performing services and include full address if different from 10 (a)). Enter Last Name, First Name and Middle Initial (MI).

12. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.

13. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.

14. Check all boxes that apply. If other, specify nature.

15. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with federal officials. Identify the federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.

16. Check whether or not a continuation sheet(s) is attached.

17. The certifying official shall sign and date the form, and print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30-minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503. SF-LLL-Instructions Rev. 06-04
CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/18/2016

PRODUCER
Dealey, Renton & Associates
Lic. #0020739
P.O. Box 10550
Santa Ana CA 92711-0550

CONTACT NAME: Robin Lee
PHONE: 714-427-6610
FAX: (11/1/2007) 714-427-6618
E-MAIL: rlee@dealeyrenton.com

INSURED
PSOMAS
55 South Flower Street, Suite 4300
Los Angeles CA 90071

INSURER A: ACE American Insurance Company
NAIC # 22667

COVERAGES
CERTIFICATE NUMBER: 115841569

COVERAGE

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<th>POLICY EXP (MM/DD/YYYY)</th>
<th>LIMITS</th>
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<td>CLAIMS-MADE</td>
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<td>AUTOMOBILE LIABILITY</td>
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<td>CLAIMS-MADE</td>
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<td>ANY PROPRIETORS/EMPLOYERS LIABILITY</td>
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<td>ANY PROFESSIONAL/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In WR)</td>
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<td>DESCRIPTION OF OPERATIONS BELOW</td>
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<td>10/15/2015</td>
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
30 Day Notice of Cancellation/10 Day notice for Non-Payment of Prem 6SAC034700, T16165003, North 12th Complete Street.

CERTIFICATE HOLDER

City of Sacramento
c/o EBix RCS
P.O. Box 257
Portland MI 48875-0257

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2014 ACORD CORPORATION. All rights reserved.
CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/18/2016

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by the policies below. This certificate of insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. IF SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Greyling Insurance Brokerage
3780 Mansell Road
Suite 370
Alpharetta GA 30022

CONTACT NAME
Jerry Noyola

PHONE (AN. EXP.) (770) 552-4225
FAX (866) 555-4082

ADDRESS jerry.noyola@greyling.com

INSURER(S) AFFORDING COVERAGE
NAIC #

INSURER A: National Union Fire Ins Co 19445

INSURED
Psomas
555 S. Flower Street
Suite 4300
Los Angeles CA 90071

COVERAGES CERTIFICATE NUMBER: 15-16

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies, limits shown may have been reduced by paid claims.

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<th>TYPE OF INSURANCE</th>
<th>DESCRIPTION</th>
<th>ADDITIONAL INSURED</th>
<th>POLICY NUMBER</th>
<th>POLICY EFFECTIVE DATE</th>
<th>POLICY EXPIRATION DATE</th>
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<td>PERSONAL &amp; ADV INJURY $1,000,000</td>
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<td>PRODUCTS - COMPOD AGG $2,000,000</td>
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<td>BODILY INJURY (Per person) $</td>
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<td>BODILY INJURY (Per accident) $</td>
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<td>PROPERTY DAMAGE (Per accident) $</td>
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<td>A</td>
<td>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</td>
<td>ANY PROPRIETOR, PARTNER, EXECUTIVE OFFICER/MEMBER EXCLUDED (Inactive in N/A)</td>
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<td>39901498 (AOS)</td>
<td>4/1/2015</td>
<td>4/1/2016</td>
<td>EX. EACH ACCIDENT $1,000,000</td>
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<td>39901499 (CA)</td>
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<td>4/1/2016</td>
<td>WC STATUTORY LIMITS</td>
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<td></td>
<td>E.L. DISEASE - EA EMPLOYEE $1,000,000</td>
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<td>E.L. DISEASE - POLICY LIMIT $1,000,000</td>
</tr>
</tbody>
</table>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
David Collings/JERRY

City of Sacramento
O/E Ebix RCS
P.O. Box 257
Portland, MI 48875-0257

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Page 104 of 110
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II - Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law;
   and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for the additional insured are completed.

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

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

   a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
   b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:

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

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

The most we will pay on behalf of the additional insured is the amount of insurance:
1. Required by the contract or agreement you have entered into with the additional insured; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.
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
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

<table>
<thead>
<tr>
<th>Name Of Additional Insured Person(s) Or Organization(s)</th>
<th>Location And Description Of Completed Operations</th>
</tr>
</thead>
<tbody>
<tr>
<td>ANY PERSON OR ORGANIZATION WHO YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO</td>
<td></td>
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</tbody>
</table>

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.
BLANKET 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” need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 04/01/2015 forms a part of Policy No. WC 039-90-1499

Issued to PSOMAS

By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

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 any person or organization with whom you have a written contract that requires you to obtain this agreement from us, as regards any work you perform for such person or organization.

The additional premium for this endorsement shall be 2.00 % of the total estimated workers compensation premium for this policy.

WC 04 03 61
(Ed. 11/90)

Countersigned by ____________________________

Authorized Representative
2015 Withholding Exemption Certificate

The payee completes this form and submits it to the withholding agent.

Withholding Agent (Type or print)

Name
City of Sacramento

Payee

Name: Psomas

Address (apt/ste., room, PO Box, or PMB no.): 100 Corporate Pointe #265

City (if you have a foreign address, see instructions): Culver City

State: CA

ZIP Code: 90230

Exemption Reason

Check only one reason box below that applies to the payee.

☐ Individuals — Certification of Residency:
I am a resident of California and I reside at the address shown above. If I become a nonresident at any time, I will promptly notify the withholding agent. See instructions for General Information D, Definitions.

☐ Corporations:
The corporation has a permanent place of business in California at the address shown above or is qualified through the California Secretary of State (SOS) to do business in California. The corporation will file a California tax return. If this corporation ceases to have a permanent place of business in California or ceases to do any of the above, I will promptly notify the withholding agent. See instructions for General Information D, Definitions.

☐ Partnerships or Limited Liability Companies (LLCs):
The partnership or LLC has a permanent place of business in California at the address shown above or is registered with the California SOS, and is subject to the laws of California. The partnership or LLC will file a California tax return. If the partnership or LLC ceases to do any of the above, I will promptly inform the withholding agent. For withholding purposes, a limited liability partnership (LLP) is treated like any other partnership.

☐ Tax-Exempt Entities:
The entity is exempt from tax under California Revenue and Taxation Code (R&TC) Section 23701 (insert letter) or Internal Revenue Code Section 501(c) (insert number). If this entity ceases to be exempt from tax, I will promptly notify the withholding agent. Individuals cannot be tax-exempt entities.

☐ Insurance Companies, Individual Retirement Arrangements (IRAs), or Qualified Pension/Profit Sharing Plans:
The entity is an insurance company, IRA, or a federally qualified pension or profit-sharing plan.

☐ California Trusts:
At least one trustee and one noncontingent beneficiary of the above-named trust is a California resident. The trust will file a California fiduciary tax return. If the trustee or noncontingent beneficiary becomes a nonresident at any time, I will promptly notify the withholding agent.

☐ Estates — Certification of Residency of Deceased Person:
I am the executor of the above-named person's estate or trust. The decedent was a California resident at the time of death. The estate will file a California fiduciary tax return.

☐ Nonmilitary Spouse of a Military Servicemember:
I am a nonmilitary spouse of a military servicemember and I meet the Military Spouse Residency Relief Act (MSRRA) requirements. See instructions for General Information E, MSRRA.

CERTIFICATE OF PAYEE: Payee must complete and sign below.

Under penalties of perjury, I hereby certify that the information provided in this document is, to the best of my knowledge, true and correct. If conditions change, I will promptly notify the withholding agent.

Payee’s name and title (Type or print): Brian E. Bullock, Vice President

Telephone (916) 788-4834

Payee’s signature: [Signature]

Date: 4/27/16

For Privacy Notice, get FTB 1131 ENG/SP. 7061153

Form 590 C2 2014

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Form W-9
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

1. Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2. Business name/disregarded entity name, if different from above

3. Check appropriate box for federal tax classification; check only one of the following seven boxes:
   - Individual/sole proprietor
   - Corporation
   - Partnership
   - Trust/estate
   - Limited liability company
   - Single-member LLC
   - Other (see instructions)

4. Exemptions (codes apply only to certain entities; see instructions on page 3):
   - Exempt payee code (if any)
   - Exemption from FATCA reporting code (if any)

5. Address (number, street, and apt. or suite no.):

   100 Corporate Pointe, Suite 265
   Culver City, CA 90230

6. City, state, and ZIP code

7. List account number(s) here (optional)

   Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For Individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

Note: If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and

2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and

3. I am a U.S. citizen or other U.S. person (defined below); and

4. The FATCA code entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here

Signature of U.S. person

[Signature]

Date 10/01/2014

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/w9.

Purpose of Form

An individual or entity (Form W-9 requestor) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN) or your individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1098 (proceeds from real estate transactions)
- Form 1098-K (merchant card and third party network transactions)
- Form 1098-T (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of securities)

Use Form W-9 only if you are a U.S. person (including a resident alien) to provide your correct TIN. If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filed-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign persons' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See What is FATCA reporting? on page 2 for further information.