Title: Professional Services Agreement: On-Call Construction Management Services for Federal Projects [Published for 10-Day Review 10/11/2019]

Location: Citywide

Recommendation: Pass a Motion: 1) awarding a Professional Services Agreement for On-Call Construction Management Services for Federal Projects having a total amount not to exceed $4,000,000 for three years with an option to extend for up to additional two years; and 2) authorizing the City Manager or the City Manager’s designee to execute a Professional Services Agreement for On-Call Construction Management Services for Federal Projects with Salaber Associates, Inc. for a not to exceed amount of $4,000,000 for three years with an option to extend for up to additional two years.

Contact: Elizabeth Weeks, Associate Engineer, (916) 808-2330; Judith Matsui-Drury, Supervising Engineer, (916) 808-7610, Department of Public Works

Presenter: None

Attachments:
1-Description/Analysis
2-Professional Services Agreement-Salaber Associates, Inc.
Description/Analysis

Issue Detail: As part of a proactive safety management approach, the City performs routine safety analyses of the roadway network. Locations with severe and high crash rates are identified and ranked. These locations are then incorporated into a Highway Safety Improvement Program (HSIP) project. HSIP is a federal-aid program which funds projects that significantly reduce traffic fatalities and serious injuries on public roads.

The City received federal HSIP funding for 14 projects:

<table>
<thead>
<tr>
<th>CIP No.</th>
<th>Project Name</th>
<th>Funding Program</th>
</tr>
</thead>
<tbody>
<tr>
<td>T15165600</td>
<td>Pedestrian Islands and Flashing Beacons</td>
<td>HSIP (Cycle 7)</td>
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<tr>
<td>T15165700</td>
<td>Advanced Dilemma Zone Detection</td>
<td>HSIP (Cycle 7)</td>
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<tr>
<td>T15165800</td>
<td>Pedestrian Signal/Traffic Signal Head Replacement</td>
<td>HSIP (Cycle 7)</td>
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<tr>
<td>T15165900</td>
<td>Street Lighting</td>
<td>HSIP (Cycle 7)</td>
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<tr>
<td>T15166000</td>
<td>Pedestrian Hybrid Beacons</td>
<td>HSIP (Cycle 7)</td>
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<tr>
<td>T15166100</td>
<td>Traffic Signal Modifications</td>
<td>HSIP (Cycle 7)</td>
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<tr>
<td>T15185600</td>
<td>Traffic and Pedestrian Signals</td>
<td>HSIP (Cycle 8)</td>
</tr>
<tr>
<td>T15185700</td>
<td>Mast Arm Signal Improvements</td>
<td>HSIP (Cycle 8)</td>
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<tr>
<td>T15185800</td>
<td>Florin Road Signal Improvements</td>
<td>HSIP (Cycle 8)</td>
</tr>
<tr>
<td>T15185900</td>
<td>Pedestrian Countdown Signals</td>
<td>HSIP (Cycle 8)</td>
</tr>
<tr>
<td>HSIP-5002(209)</td>
<td>HSIP 9-H9-03-016-Duckhorn Drive</td>
<td>HSIP (Cycle 9)</td>
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<tr>
<td>HSIP-5002(210)</td>
<td>HSIP 9-H9-03-017-Valley Hi/Drive and La Mancha</td>
<td>HSIP (Cycle 9)</td>
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<tr>
<td>HSIP-5002(211)</td>
<td>HSIP 9-H9-03-018-Florin Road</td>
<td>HSIP (Cycle 9)</td>
</tr>
<tr>
<td>HSIP-5002(212)</td>
<td>HSIP 9-H9-03-019-Lampasas and Rio Linda</td>
<td>HSIP (Cycle 9)</td>
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The CIP for HSIP (Cycle 9) projects have not yet been established and are anticipated to be taken to City Council for approval at a future date.

In addition to the HSIP, the City received Sacramento Area Council of Governments Regional/Local Program funding for the Federal Downtown Controller and Communications Upgrade Project (T15175000) to upgrade existing equipment that is at the end of its useful life, increase systems reliability, and bring the signal system to a state of good repair in the Downtown/Midtown area bounded by Alhambra Boulevard, Broadway, Interstate 5, and C Street. The Downtown Controller and Communication Upgrade Project proposes to modernize the City’s traffic signal controllers and communications at approximately 132 intersections by replacing existing obsolete end of life traffic signal controllers and upgrading outdated serial communications systems with modern Ethernet/IP (internet protocol) communication systems.
As a commitment for receiving grant funds through federal programs, the City is required to perform timely delivery of capital improvement projects. It is anticipated that additional staffing resources will be needed for construction management and inspection for these traffic safety, signal and lighting capital improvement projects. Professional services agreements for on-call services are used to provide delivery support by consultants for capital improvement projects during peak workload. Consultants can provide the needed services within short notice through an on-call agreement without the need for more lengthy procurement processes.

City staff recommends the award of a Professional Services Agreement for On-Call Construction Management Services for Federal Projects.

**Policy Considerations:** This action supports sustainable budget goals to address peak workload needs without adding permanent City employees and is consistent with Chapter 3.64 of the Sacramento City Code and existing policy regarding professional service agreements for capital improvement projects.

The Sacramento City Code Section 4.04.020 and Council Rules of Procedure (Chapter 7, Section E.2.d) mandate that unless waived by a 2/3 vote of the City Council, all labor agreements and all agreements greater than $1,000,000 shall be made available to the public at least ten (10) days prior to council action. This item was published for 10-day review on October 11, 2019.

**Economic Impacts:** Not applicable

**Environmental Considerations:**

**California Environmental Quality Act (CEQA)/National Environmental Policy Act (NEPA):** This action includes an administrative activity that is not considered a project under CEQA/NEPA Guidelines. Appropriate CEQA/NEPA review of individual projects has taken place with project development.

**Sustainability:** Establishing the contract will equip City staff to implement projects consistent with the City Council goals and directives. The subject projects will be consistent with Climate Action Plan goals of accommodating and promoting safe and convenient travel, improving traffic flow, optimizing the City’s transportation infrastructure, and encouraging the use of bicycle and pedestrian modes of travel.

**Commission/Committee Action:** None
**Rationale for Recommendation:** Professional Services Agreements for On-Call Construction Management Services provide a mechanism to ensure a sustainable work force; are an efficient way to manage an extremely large number of inspections on small projects; and provide for timely inspections of all projects on an as needed basis.

In conformance with the federal procurement process and guidance from Caltrans, a solicitation to provide on-call construction management services for specific Federally funded projects was advertised in March 2019. A pre-proposal meeting was held on April 10, 2019. The City received proposals from two teams: Psomas and Salaber Associates, Inc. Based on the merits of the written proposals and interviews of the consultant teams, a panel composed of Public Works staff recommends Salaber Associates, Inc. as the top ranked consultant team.

Staff recommends that the professional services agreement be executed with Salaber Associates, Inc. for a not to exceed amount of $4,000,000.

**Financial Considerations:** After execution of the contract, service is authorized by issuing a task order based on specific rates of compensation for individual capital improvement projects with available funding. The total cost for services under the Professional Services Agreement will not exceed $4,000,000. This is an on-call contract and the consultant may or may not be called by the City to perform any services described in this agreement.

**Local Business Enterprise (LBE):** The subject agreement is federally funded, therefore the Disadvantaged Business Enterprise Program (DBE) requirements apply and the City’s LBE policy is held in abeyance. This contract will comply with all federal DBE requirements. Each task order resulting from this on-call contract will include an appropriate DBE participation goal per federal funding requirements.
PROJECT NAME: Construction Management Services On-Call for Federal-Aid Projects
AGREEMENT TERM: through December 31, 2022
AUTHORIZED RENEWALS: 
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 __10/22/2019__, by and between the
CITY OF SACRAMENTO, a municipal corporation ("CITY"), and

Salaber Associates, Inc.
11025 Trade Center Drive, Suite 120, Rancho Cordova, CA 95670
Phone: 707.249.8808 / E-mail: RLorRusso@saiservices.com; RSalaber@saiservices.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 the 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 the services: (a)
CONTRACTOR notifies CITY and CITY agrees that the 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
whenever under this Agreement 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 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 CONTRACTOR to perform
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, which 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 those terms or conditions.

5. **Non-Discrimination in Employee Benefits.** This Agreement may be subject to the requirements of Sacramento City Code Chapter 3.54, Non-Discrimination in Employee Benefits by City Contractors. A summary of the requirements of Sacramento City Code Chapter 3.54, entitled “Requirements of the Non-Discrimination in Employee Benefits Code,” can be viewed at: [http://www.cityof sacramento.org/Finance/Procurement/Standard-Agreements](http://www.cityofsacramento.org/Finance/Procurement/Standard-Agreements). By signing this Agreement, CONTRACTOR acknowledges and represents that CONTRACTOR has read and understands these requirements and agrees to fully comply with all applicable requirements of Sacramento City Code Chapter 3.54. If requested by CITY, CONTRACTOR agrees to promptly provide such documents and information as may be required by CITY to verify CONTRACTOR’s compliance. Any violation by CONTRACTOR of Sacramento City Code Chapter 3.54 constitutes a material breach of this Agreement, for which the CITY may terminate the Agreement and pursue all available legal and equitable remedies.

6. **Considering Criminal Conviction Information in the Employment Application Process.** This Agreement may be subject to the requirements of Sacramento City Code Chapter 3.62, Procedures for Considering Criminal Conviction Information in the Employment Application Process. A summary of the requirements of Sacramento City Code Chapter 3.62, entitled “Ban-The-Box Requirements,” can be viewed at: [http://www.cityofsacramento.org/Finance/Procurement/Standard-Agreements](http://www.cityofsacramento.org/Finance/Procurement/Standard-Agreements). By signing this Agreement, CONTRACTOR acknowledges and represents that CONTRACTOR has read and understands these requirements and agrees to fully comply with all applicable requirements of Sacramento City Code Chapter 3.62. If requested by CITY, CONTRACTOR agrees to promptly provide such documents and information as may be required by CITY to verify CONTRACTOR’s compliance. Any violation by CONTRACTOR of Sacramento City Code Chapter 3.62 constitutes a material breach of this Agreement, for which the CITY may terminate the Agreement and pursue all available legal and equitable remedies. CONTRACTOR agrees to require its subcontractors to fully comply with all applicable requirements of Sacramento City Code Chapter 3.62, and include these requirements in all subcontracts covered by Sacramento City Code Chapter 3.62.

7. **Additional Requirements for Surveying, Material Testing, and Inspection Services.** If this Agreement includes any land surveying, material testing, or inspection services provided for a City construction project, during the design, pre-construction, construction, or post-construction phases of the project, the Contractor and any subcontractor or subconsultant performing any such services shall comply with the provisions specified in Exhibit E.

8. **Authority.** The person signing this Agreement for CONTRACTOR represents and warrants that he or she is fully authorized to sign this Agreement on behalf of CONTRACTOR and to bind CONTRACTOR to the performance of its obligations hereunder.
9. **Exhibits.** All exhibits referred to herein and attached hereto, and the "Requirements of the Non-Discrimination in Employee Benefits Code" and "Ban-The-Box Requirements" described above, are by this reference incorporated as if set forth fully herein.

Executed as of the day and year first above stated.

**CITY OF SACRAMENTO**
A Municipal Corporation

By: ________________________________

Print name: __________________________

Title: ________________________________

For: Howard Chan, City Manager

**APPROVED AS TO FORM:**

City Attorney

**ATTEST:**

______________________________

City Clerk

**Attachments**

<table>
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<tr>
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<tr>
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<td>Scope of Service</td>
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<td>Exhibit B</td>
<td>Fee Schedule/Manner of Payment</td>
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<td>Exhibit C</td>
<td>Facilities/Equipment Provided</td>
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<td>Exhibit D</td>
<td>General Provisions</td>
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<td>Exhibit E</td>
<td>Additional Requirements for Surveying, Material Testing, and Inspection Services</td>
</tr>
</tbody>
</table>
CONTRACTOR:

Salaber Associates, Inc

NAME OF FIRM

94-2489183

Federal I.D. No.

0843752/258-4410-1

State I.D. No.

115832


TYPE OF BUSINESS ENTITY (check one):

Individual/Sole Proprietor

X Partnership

Corporation (may require 2 signatures)

Limited Liability Company

Other (please specify:____________________)

__________________________

Signature of Authorized Person

Robert Salaber - President

Print Name and Title

R. Louis Salaber

Additional Signature (if required)

R. Louis Salaber - CFO

Print Name and Title
EXHIBIT A
PROFESSIONAL SERVICES AGREEMENT

SCOPE OF SERVICES

1. Representatives.

The CITY Representative for this Agreement is:

Elizabeth Weeks / Project Manager
915 I Street, Sacramento, CA 95814
Phone: 916.806.2330 / E-mail: EWeeks@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:

Bob LoRusso, Robert Salaber / Project Managers
11025 Trade Center Drive, Suite 120, Rancho Cordova, CA 95670
Phone: 707.249.8808 / E-mail: BLoRusso@saiservices.com; RSalaber@saiservices.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 or e-mail 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: **X** yes _____ no _____ (check one)

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, 2022.
CITY OF SACRAMENTO DEPARTMENT OF PUBLIC WORKS
CONSTRUCTION MANAGEMENT SERVICES ON-CALL FOR FEDERAL PROJECTS
(PN 15001131)

SCOPE OF SERVICES

Listed below are typical tasks the Consultant is expected to perform. It is not intended
that the tasks comprise a comprehensive list or are the only tasks required for this on-
call. The City and Consultant will agree to a detailed scope of services when issuing
task orders.

The consultant will provide complete construction management services including
constructability review, preconstruction services, construction management, utility
coordination, scheduling, administration, inspection, specialized source inspection,
construction staking, labor compliance, and materials testing for the project.
Construction management, scheduling, and administration services to be provided
include all construction activities undertaken by outside entities in connection with the
project, as well as the monitoring and implementation of all permits, utility relocations,
and agreement provisions that may be associated with the project.

A. TYPICAL DUTIES

Typical duties to be performed by Consultant personnel will include but not be limited to
the following:

- Provide technical and administrative management services for the project,
  coordination oversight of all activities related to the construction of the project,
  maintain close liaison with the City Project Manager, and copy City Project
  Manager(s) on all correspondence.
- Perform the duties of a Resident Engineer including construction inspection,
  quantity calculations, materials sampling and testing, construction surveying
  verification, review and approve all submittals and ensure compliance with
  project plans, specifications, permits and agreements. Also, coordinate with the
  City’s Transportation Media and Communication Specialist.
- Review and monitor the contractor’s schedule (including notifying all
  stakeholders of any deviations) through weekly meetings, prepare daily
  inspection records and weekly status reports, and correspondence related to
  project activities.
- Coordinate with utility companies for the scheduling and execution of utility
  relocations which must occur during the construction effort.
- Identify actual and potential problems associated with the construction project
  and consult with the design engineer and City Project Manager(s) to implement
  engineering solutions.
• Check construction-engineering calculations and coordinate submittals review with design engineer.
• Maintain an awareness of safety and health requirements and enforce applicable regulations and contract provisions for the protection of the public and project personnel.
• Prepare and approve progress payments, negotiate and prepare contract change orders, and accept project completion in accordance with the State Standard Specifications and City procedures.
• Perform labor compliance tasks including labor interviews and verifying certified payrolls and subcontractor utilization.
• Perform sole source inspection for specialty work, as required.
• Perform construction staking and material testing.
• Prepare final record drawings at the completion of construction, as outlined in Task 6, “Post Construction Services”.
• Prepare final record of Surveying at the completion of construction.
• Maintain binders of job records in accordance with Caltrans standards.
• Evaluate cost reduction incentive proposals and provide recommendation to City Project Manager(s) for acceptance or denial.
• Coordinate with all other agencies involved with this project.
• Coordinate closely with adjacent property owners and businesses to ensure contractual access requirements are being met and stakeholder concerns are being addressed.
• Through close communication and under the direction of the Project Manager, address public inquiries and construction related impacts as they affect the project’s stakeholders, traveling public and surrounding residential and business community.
• Review all permit and CEQA/NEPA mitigation requirements for elements related to construction and post-construction activities. Review all construction specification and site development plans to verify that all permit requirements are included and that areas to be preserved or protected during construction are clearly shown on the plans.
• Develop and maintain tracking system that incorporates all permit and mitigation requirements, including agency notification requirements.
• Track project compliance and required agency notification throughout construction for all permit and CEQA/NEPA construction-related mitigation measures and provide regulatory agency liaison as requested by the City Project Manager.
• Be available to provide quick response time for incidents that may arise in the field (spill incidents, BMP failure, discovery of species of concern, etc.).
• Provide storm water support to the Construction Manager throughout construction including, but not limited to: review of contractors SWPPP, monthly SWPPP inspections and identification of correction actions, inspections to support preparation of the Notice of Termination (NOT) package.
• Prepare as-buils plans.
All construction administration and inspection shall be performed in accordance with the Caltrans Local Programs and Construction Manuals.

**Personnel and Performance Requirements**

All personnel shall be knowledgeable of and comply with all applicable local, State, and Federal regulations; cooperate and consult with City staff during the course of the contract; and perform other duties as may be required to assure that the construction is being performed in accordance with the project plans and specifications.

The Consultant’s team shall be staffed with personnel to meet the needs and ensure the delivery of a high quality project on time and within budget. Personnel shall have the following minimum qualifications and experience:

- Resident Engineer – Shall be registered in the State of California as a Professional Civil Engineer with a minimum of 10 years’ experience in construction management of projects similar in size and scope.
- Civil Inspector – Minimum of 7 years’ experience in inspecting projects with similar improvements and elements.
- Electrical Inspector – Minimum of 7 years’ experience in inspecting projects with similar improvements and elements.
- Team member having experience with state of the art construction scheduling software, schedule management experience, and critical path delay analysis on projects of comparable scope and complexity.
- Subconsulting is permitted, but subconsultants’ personnel will be considered as direct employees of the Consultant,
- Land Surveyor shall have a minimum of 3 years of experience providing staking on similar types of projects.
- Labor Compliance Officer shall have a minimum 3 years’ experience.

**Materials and Services to be Provided by Consultant**

- Consultant shall provide all necessary safety equipment required for their personnel to perform their work efficiently and safely.
- Consultants shall provide personnel with cellular-phone and vehicles suitable for the location and nature of work involved.

**PRELIMINARY SCOPE OF SERVICES**

**Task 1 – Pre-Construction Services**

- Review contract plans, specifications, permits, agreements, easements and environmental documents. Identify issues and problems and discuss with City Project manager.
- Perform constructability/biddability review prior to project advertisement.
• Review Resident Engineer files. Resident Engineer’s files consist of design engineer memos to Resident Engineer, and technical reports and studies.
• Prepare a project schedule which includes all preconstruction and construction utility relocations, and notification timelines noted on all permits, agreements, and contract documents. Upon receipt of contractor’s schedule, update RE’s schedule.
• Schedule and run coordination meetings with critical project stakeholders and adjacent business owners.
• Prepare project instructions and establish proposed contract administration and record keeping procedures to be used during construction for review and approval by City Project Manager.
• Attend meeting with City staff to discuss design features. The intent of this meeting is to answer questions from the Resident Engineer, meet key staff, and review contract administration procedures.
• Prepare for and conduct a preconstruction conference with the Contractor awarded the construction contract and City staff. The intent of this meeting is to outline major project milestones, meet key personnel, and begin the coordination required for successful project delivery.

Task 2 – Coordinate/Manage Utility Company Relocations

Private utility relocations may be required during construction. This task includes coordination efforts including meetings and correspondence to ensure these relocation efforts are adequately scheduled to minimize disruptions in the City contract.

Task 3 – Construction Management Services During Construction

This task includes project management, construction administration, scheduling, resident project observation/inspection, staking, reviewing and approving all contractor submittals and materials testing during construction. Contract administration shall be in accordance with the Caltrans Local Program and Construction Manuals. Services include the following:

Project Coordination and Correspondence

• Serve as focal point for coordination among the contractors, surveyors, material testers, the design engineer, the City, other agencies, utility companies, and other parties.
• Maintain close contact with City Project Manager and copy City Project Manager on all correspondence.
• Receive all Contractor correspondence and prepare and transmit responses. Coordinate with applicable parties as required to develop responses.
• Maintain constant communication with adjacent businesses and property owners to inform them of upcoming shifts in work and improvements which may affect their property or access.
• Conduct weekly, or as necessary, construction contract coordination meetings with the Contractor. Take minutes and distribute to parties designated in the project instructions.
• Maintain contract files in a systematic and orderly manner consistent with the Caltrans Construction Manual.

Schedule Management, Progress Meetings, and Reports

• Review Contractor's planned schedule for conformance with the specifications and for reasonableness of the sequence and duration of the activities.
• Review works progress as compared to the planned schedule and notifies Contractor of schedule slippage. Analyze schedule to determine impact of weather and change orders. Obtain from Contractor updates of construction schedule incorporating actual progress, weather delays, and change order impacts. Negotiate time extensions due to change orders, weather, and other delays.
• Prepare and submit a monthly progress report to Agency Project Manager(s) describing key issues, cost status, and schedule status.

Payment Recommendations

• Review Contractor's initial schedule of values for reasonableness and ease of monitoring.
• Prepare monthly progress payment requests, negotiate differences over amount, and process payments through the City Project Manager.
• Assist City staff in tracking payment of federally participating/non-participating items of work.

Submittals Management

• Receive, stamp, and log submittals, and review and approve/distribute for review as necessary.
• Monitor the review and return of submittals to Contractor.
• Develop a submittal distribution list to identify parties responsible for review and acceptance.
• Perform review of material and structural submittals.

Requests For Information (RFI)

• Receive, process, and monitor requests for information from Contractor.
• Prepare responses to RFI related to construction issues.
• Transmit design-related RFI's to design engineer and copy City Project Manager.
• Conduct meetings with Contractor and other parties as needed to discuss and resolve RFI's.

Change Orders and Claims
• Prepare change orders related to construction issues based on drawings, specifications, and other design information from design engineer and City Project Manager. Change orders shall be prepared on a monthly basis to stay ahead of the required change order authority.

• Prepare recommendations to accompany change order documents and forward to City Project Manager for review and approval.

• Perform change order administration, including obtaining City approval of change order requests, issuing proposed change orders to Contractor, maintaining logs of proposed change orders, receiving change order quotations from Contractor, negotiating change order costs and time extension, processing final negotiated change orders, and incorporating approved change orders into progress payment breakdown.

• Perform quantity and cost analysis as required for negotiation of change orders.

• Perform critical path method schedule analysis of claims and change orders to determine working day impacts associated with the claim/change order.

• Analyze additional compensation claims that are submitted during the construction period and prepare responses.

• Perform claims administration, including coordinating and monitoring claims response preparation, logging claims, and tracking claims status.

**Construction Observation/Inspection Services**

• Provide inspectors for day-to-day on-the-job observation/inspection of all works and improvements as shown on the plans.

• The inspectors shall make reasonable efforts to guard the City against defects and deficiencies in the work of the Contractor and to ensure provisions of the contract documents are being fulfilled; prepare daily inspection reports documenting observed construction activities; take progress photographs and bind and label them; mark up a field blueline set of drawings to incorporate Contractor record drawing markups; prepare punch lists; coordinate and conduct final inspection; and assist with equipment testing and startup and other matters relating to construction of the project.

• The inspectors shall assist with monthly progress payment recommendations by making measurements of bid items on the project cost breakdown, checking the percent complete in the field, and assisting with Contractor meetings to resolve any differences in percent complete.

**Quality Assurance Testing**

• Schedule and perform quality assurance materials testing to verify compliance of the work with the contract documents. Maintain testing records.

• Review test reports other than field samplings, as submitted by others to substantiate contract compliance.

• Quality assurance material testing shall be performed in accordance with California Testing Method (CTM) by State accredited lab and technicians.
Task 4 - Construction Staking

Staking services will be required for the construction project. The services shall conform to Section 11 of Caltrans Surveys Manual and the following requirements:

- The Surveyor shall coordinate with the Resident Engineer and the City of Sacramento. The Surveyor will also cooperate and work with the construction contractor; however, any survey request must be coordinated through the Resident Engineer.
- Construction staking shall be performed no later than two working days after the initial request is made through the Resident Engineer. The surveyor shall make reasonable efforts to organize work to meet the Contractor’s operations schedule.
- For each item of construction staking effort, the Consultant will also provide office support for the field crews, including checking of field notes after staking.
- The office support work will also include crew scheduling and record keeping including maintaining a record of written staking requests and document survey turnaround times.

Task 5 – Labor Compliance Services

The labor compliance services to be provided under this contract will be under the direct supervision of the Contracts & Compliance Specialist and Program Analyst assigned by City Contract Services. No correspondence or investigations will be performed or sent out without prior approval from Contract Services staff. Contract Services staff is to be copied on all correspondence. These services include, but are not necessarily limited to, the following:

Field Investigations

- Conduct interviews of both prime and sub-contractor employees at the job site or at alternate venues to verify correct payment of prevailing wage. The consultant will conduct the number of interviews required by City and/or Federal policy and determine the employee classes to be surveyed. Investigations will be conducted as needed to verify information received in a wage or apprenticeship violation complaint.
- Check and verify certification for all apprentices used and equivalent service classifications. Verify that required project ratios have been attained and required contributions to the applicable apprenticeship committees have been made.
- Assist as needed with reviewing and verifying contract specifications, contractor submittals, subcontractors to the project, and project funding sources for appropriate background material needed to pursue wage or apprenticeship standards investigation or conduct employee field interviews.
- Interview City and/or contractor staff as necessary and appropriate to any investigation assigned to the consultant.
• Audit certified payroll documents for correct payment of prevailing wage, contractor submissions to the City, contributions to employee medical plans or programs, and/or contributions to the Apprenticeship Committee with jurisdiction over a project location.

Prepare first notice of wage investigation for Contract Services’ staff approval to be sent to the contractor and/or applicable subcontractors.

• If certified payroll records are found to be in error, request that contractor provide corrected certified payroll reports with a reasonable deadline to provide them and appropriate follow-up to ensure they are provided.
• Identify wage underpayments, if any, by the employee(s) underpaid identified by name and amount each was underpaid, the total amount of underpayment, duration of the underpayment, and the reason for underpayment. An Excel spreadsheet is the recommended format for this information. If necessary, backup documentation is to be provided to Contract Services’ staff verifying restitution was made. Backup documentation shall be in the form of cancelled checks, or approved alternative.
• Prepare a report for the PROJECT MANAGER and Contract Services staff recommending a course of action with respect to the investigation. If alleged violations are in fact true, then consultant will submit the appropriate documentation to the DIR for their investigation and review.
• Provide regular bi-weekly briefings to the Project Manager and Contract Services staff as to the status of any wage or apprenticeship standards investigation assigned to the consultant.
• Consult and coordinate with City Contract Services staff, State Department of Industrial Relations (DIR) or Division of Apprenticeship Standards staff to obtain information necessary to an investigation or verify current policy as necessary and appropriate.
• Provide technical support to contractors, as necessary and appropriate, in the submission of electronic certified payroll records to the LCPTTracker database system. Coordinate resolution of system issues with contractors, City and LCPTTracker staff.

Administrative Services

• Assist with the Processing of monthly project progress payments ensuring completeness and accuracy and verification of supporting documentation in the form of certified payroll and DBE attainments (for federal-aid projects). This task also involves monitoring of certified payroll records to ensure correct payment of prevailing wages for the various job classes employed on each construction project subject to prevailing wage requirements.
• Attend pre-bid and/or pre-construction meetings assist Contract Services staff with explaining labor compliance requirements.
• Assist with requests for public records in accordance with City policy and the California Public Records Act.
• Assist with construction stop notices and releases in accordance with established City policy and procedure.
• Maintain Contract Services labor compliance files electronically and records in accordance with established City records retention policies. Services, 915 1 Street, 2nd Floor in the contract services files. Electronic files will be kept in LCPTTracker. The City prefers electronic copies of all files whenever possible.
• Assist with project close out documents for project completion, including retention release requests within required time frames as specified in City Code, State and/or Federal policy.
• Attend various internal and external meetings at the request of the PROJECT Manager and/or Contract Services staff.
• Coordinate with Department staff in the development of training materials in the areas of labor compliance to ensure conformity to existing City, State and/or Federal law, and provide in-service training to staff and/or contractors as assigned.
• Assistance in the preparation of demographic, labor compliance, project participation and/or service utilization reports as requested by the Engineering Services Manager and/or Contract Services staff.

Task 6 - Post Construction Services

The post construction services task includes assistance with project closeout after issuance of notice of completion for the construction Contractor. This task will consolidate punch lists of remaining work, compile record drawing information, and provide one copy of revised As–built mylars of the project drawings to the City. Final payment will be recommended and all project files (organized in an orderly manner) will be transmitted to the City for archiving.

Task Order Process

Upon execution of a Consultant agreement for on-call services, task orders will be issued on an as-needed basis using the following procedures.

1. City Initiates Task Order

   The City Project Manager initiates the process by contacting the Consultant to discuss a potential task order. The City may request to meet with the Consultant to discuss details of the task and delivery strategy.

2. Consultant Provides Work Plan – Scope of Services, Schedule, and Level of Effort

   The Consultant, in response to the City's task order initiation, provides a work plan which includes a detailed scope of services, schedule, and level of effort. This will include identifying staff to complete the task order and determining the number of hours designated to each team member.
3. City and Consultant Coordination
   The City and Consultant coordinate to modify the work plan until a scope, schedule, and level of effort is agreed upon.

4. City Issues Task Order
   The City will issue the task order and after executing required agreements, the Consultant may commence work.
## ATTACHMENT A – PROJECT DETAILS

The following are project descriptions included with the on-call contract.

<table>
<thead>
<tr>
<th>Project No.</th>
<th>Federal ID</th>
<th>Name</th>
<th>Description and Location</th>
<th>Construction Estimate ($)</th>
<th>Advertise Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>T15175000</td>
<td>STPL-5002</td>
<td>Downtown Controller and Communications Upgrade</td>
<td>In Downtown Sacramento, the proposed project will improve and optimize the City's transportation infrastructure by modernizing the City's signal controllers and communications. Existing obsolete end of life signal controllers will be replaced and outdated serial communications systems will be upgraded with modern IP fiber cable based systems. The project will also install new fiber cables in existing conduits, install fiber switches, and replace some cabinets and closed-circuit televisions (CCTV). These upgrades will enable support of transit signal priority and adaptive signal coordination, functions not allowed with the current signal controllers.</td>
<td>$4,000,000</td>
<td>May 2019</td>
</tr>
<tr>
<td>T15165600</td>
<td>HSIPL-5002(183)</td>
<td>Pedestrian Islands and Flashing Beacons</td>
<td>The project proposes to install pedestrian refuge islands and Rectangular Rapid Flashing Beacons (RRFB) at uncontrolled crosswalks on 11 collector roadways. This will improve pedestrian safety.</td>
<td>$1,000,000</td>
<td>June 2019</td>
</tr>
<tr>
<td>T15165700</td>
<td>HSIPL-5002(184)</td>
<td>Advanced Dilemma Zone Detection</td>
<td>The project proposes to install Advanced Dilemma Zone Detection for high speed approaches at six (6) signalized intersections. Providing detection at an adequate distance from the intersection will adjust signal timing to either activate a longer green time to allow vehicles to clear the intersection or activate a yellow signal phase in time for vehicles to stop.</td>
<td>$300,000</td>
<td>April 2019</td>
</tr>
<tr>
<td>T15165800</td>
<td>HSIPL-5002(185)</td>
<td>Pedestrian Signal/Traffic Signal Head Replacement</td>
<td>The project proposes to install pedestrian countdown signal heads, upgrade traffic signal heads, and install emergency vehicle preemption equipment along various corridors in the Central City. Pedestrian countdown signal heads will inform pedestrians who are in the crosswalk of the remaining time provided to complete the crossing when the flashing &quot;DON'T WALK&quot; interval appears. Upgraded signal heads will enhance signal visibility and drivers' perception when approaching intersections. The emergency vehicle preemption system may decrease</td>
<td>$2,200,000</td>
<td>March 2019</td>
</tr>
<tr>
<td>Project No.</td>
<td>Federal ID</td>
<td>Name</td>
<td>Description and Location</td>
<td>Construction Estimate ($)</td>
<td>Advertise Date</td>
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</tr>
<tr>
<td>T15165900</td>
<td>HSIP-5002(186)</td>
<td>Street Lighting</td>
<td>The project proposes to install street lighting along three (3) corridors. Lighting will be installed between intersections to improve roadway visibility and drivers' sight distance.</td>
<td>$1,200,000</td>
<td>March 2019</td>
</tr>
<tr>
<td>T15166000</td>
<td>HSIP-5002(187)</td>
<td>Pedestrian Hybrid Beacons</td>
<td>The project proposes to install Pedestrian Hybrid Beacons (PHB) at uncontrolled crosswalks on nine (9) arterial roadways. This will improve pedestrian safety.</td>
<td>$1,600,000</td>
<td>January 2020</td>
</tr>
<tr>
<td>T15166100</td>
<td>HSIP-5002(188)</td>
<td>Traffic Signal Modifications</td>
<td>The project proposes to upgrade traffic signal and pedestrian signal hardware at five (5) intersections. This includes the conversion of pedestal mounted signals to mast arm signals. Removal of median and/or roadside pedestal mounted signals and the installation of mast arm signals will improve signal visibility and enhance drivers' advanced perception when approaching intersections.</td>
<td>$800,000</td>
<td>July 2019</td>
</tr>
<tr>
<td>T15185600</td>
<td>HSIP-5002(198)</td>
<td>Traffic and Pedestrian Signals</td>
<td>The project proposes to upgrade traffic signal and pedestrian signal hardware at 94 intersections. This includes the installation of larger signal heads, pedestrian countdown heads, and emergency vehicle preemption systems. The project also includes the conversion of pedestal mounted signals to mast arm signals.</td>
<td>$3,800,000</td>
<td>January 2020</td>
</tr>
<tr>
<td>T15185700</td>
<td>HSIP-5002(199)</td>
<td>Mast Arm Signal Improvements</td>
<td>The project proposes to upgrade traffic signal and pedestrian signal hardware at seven (7) intersections. This includes the conversion of pedestal mounted signals to mast arm signals. Removal of median and/or roadside pedestal mounted signals and the installation of mast arm signals will improve signal visibility and enhance drivers' advanced perception when approaching intersections.</td>
<td>$1,200,000</td>
<td>December 2019</td>
</tr>
<tr>
<td>T15185800</td>
<td>HSIP-5002(200)</td>
<td>Florin Road Signal Improvements</td>
<td>The project proposes to upgrade traffic signal and pedestrian signal hardware along Florin Road between Greenhaven Drive and Luther Drive; 12 intersections. This includes the installation of larger signal heads, pedestrian countdown heads, communication equipment, and Advanced Dilemma Zone Detection. The project also includes the conversion of pedestal mounted signals to mast arm signals. These improvements will enhance signal visibility and drivers' perception when approaching intersections. Advanced Dilemma Zone Detection will modify signal timings and assist drivers in deciding to stop or clear an intersection.</td>
<td>$1,700,000</td>
<td>December 2019</td>
</tr>
<tr>
<td>Project No.</td>
<td>Federal ID</td>
<td>Name</td>
<td>Description and Location</td>
<td>Construction Estimate ($)</td>
<td>Advertise Date</td>
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<tr>
<td>71518900</td>
<td>HSIP-5002(201)</td>
<td>Pedestrian Countdown Signals</td>
<td>intersection during a yellow signal phase. The project proposes to install pedestrian countdown signals heads at 32 intersections. Pedestrian countdown signal heads will inform pedestrians who are in the crosswalk of the remaining time provided to complete the crossing when the flashing &quot;DON'T WALK&quot; interval appears.</td>
<td>$300,000</td>
<td>February 2020</td>
</tr>
</tbody>
</table>

### HSIP CYCLE 9

<table>
<thead>
<tr>
<th>Federal ID</th>
<th>HSIP Application ID</th>
<th>Description and Location</th>
<th>Construction Estimate ($)</th>
<th>Advertise Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>HSIP-5002(209)</td>
<td>03-Sacramento-1</td>
<td>Duckhorn Drive from Arena Boulevard to Far Niente Way. Install curve warning signs and install raised medians.</td>
<td>$750,000</td>
<td>2021</td>
</tr>
<tr>
<td>HSIP-5002(210)</td>
<td>03-Sacramento-3</td>
<td>Valley Hi Drive/La Mancha Way between Creek Centre Court and Wyndham Drive. Install raised median to reduce access conflicts, install traffic signal, and add pedestrian fencing.</td>
<td>$1,400,000</td>
<td>2021</td>
</tr>
<tr>
<td>HSIP-5002(211)</td>
<td>03-Sacramento-4</td>
<td>Various segments along Florin Road. Install raised median, install pedestrian hybrid beacons, and add pedestrian fencing to encourage crossings at protected crossing locations.</td>
<td>$1,200,000</td>
<td>2021</td>
</tr>
<tr>
<td>HSIP-5002(212)</td>
<td>03-Sacramento-5</td>
<td>Intersection of Lampasas Boulevard and Rio Linda Avenue. Restripe and realign approaches to improve sight distance, install pedestrian refuge island on uncontrolled pedestrian crossing, and install enhanced pedestrian crossings across all legs.</td>
<td>$1,000,000</td>
<td>2021</td>
</tr>
</tbody>
</table>
EXHIBIT B
PROFESSIONAL SERVICES AGREEMENT

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 $4,000,000.

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, 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/Project Name
      (2) CITY’s current Purchase Order Number
      (3) CONTRACTOR’s Invoice Number
      (4) Date of Invoice Issuance
      (5) Work Order Number (if applicable)
      (6) CITY representative identified on the Purchase Order
      (7) CONTRACTOR’s remit address for payment
      (8) Description of services billed under Invoice
      (9) Amount of Invoice (itemize all authorized Reimbursable Expenses)
      (10) Total Billed to Date under Agreement

   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 above.
D. Submitting Invoices:

(1) **Email.** Submit email invoices and any attachments to:

apinvoices@cityofsacramento.org

(2) **Postal mail.** If emailing invoices and attachments is not an option, mail to:

A/P PROCESSING CENTER  
CITY OF SACRAMENTO  
915 I ST FL 4  
SACRAMENTO CA 95814-2608

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 the 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 the 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 the 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 the 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, inadverrence, 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.
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.
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 10/22/2019, 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 12/31/2022, 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.
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 $4,000,000. 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 average 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 its 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 both 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.
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 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 DEBARTMENT 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.
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<th>Classification</th>
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Combined %: 140.09%
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
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<td>$237.55</td>
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<tr>
<td>Facilities Capital Cost of Money (FCCM) will be billed</td>
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<td>as an Other Direct Cost based on the sum of actual</td>
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<tr>
<td>Hourly rates (HR) of each employee (Emp) and the</td>
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<td>number of monthly hours billed (MHB) multiplied by the</td>
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<td>FCCM</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 where an unlimited staff bill is made. 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 salaried 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 a similar experience listed on this cost proposal. The approved flat hourly billing rate shall be inclusive, including all markups, fringes, 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 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 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 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.

6. 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.

7. 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.

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

9. 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.

10. All 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 charging practices with all clients including federal government, state government, local agencies and private clients.

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

________________________
Richard Kaufman, Vice President
<table>
<thead>
<tr>
<th>Role</th>
<th>Prevailing Wage</th>
<th>Classification</th>
<th>Name</th>
<th>Actual Base Hourly Rate Paid to Employee</th>
<th>Actual Fully Loaded Hourly Rate (includes fringe &amp; on a flat rate)</th>
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**Fringe Benefit %**
- **51.64%**
- **51.10%**
- **50.87%**

**Profit %**
- **7.06%**

**Combined %**
- **58.70%**

**Actual Base Hourly Rate Paid to Employee** = (Actual Base Hourly Rate Paid to Employee x Combined %) / 100

**A + B = Actual Fully Loaded Hourly Rate**
<table>
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<tr>
<th>Key Staff</th>
<th>Prevailing Wage</th>
<th>Classification</th>
<th>Name</th>
<th>Hourly Rate Paid to Employee For Reference Only (Does not include any Fringe, 401K &amp; Profit)</th>
<th>Actual Fully Loaded Hourly Rate For Reference Only (Includes Fringe, 401K &amp; Profit)</th>
<th>Approved Flat Hourly Billing Rate</th>
<th>OT 1.5x Negotiated Flat Hourly Billing Rate</th>
<th>OT 2x Negotiated Flat Hourly Billing Rate</th>
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<tr>
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### Other Direct Costs (ODC)

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<td>Lab Testing</td>
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By signing here, you agree to the terms above, and attest that all information is accurate and true.

[Signature]

Jeremy Zorns, PE, G.E.
<table>
<thead>
<tr>
<th>Description of Item</th>
<th>Quantity</th>
<th>Unit Cost</th>
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<td>1. Pickup Truck</td>
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<tr>
<td>2. Equipment Truck</td>
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<tr>
<td>3. Soil Sample Tubes (Brass/Stainless)</td>
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<tr>
<td>4. Coring Machine</td>
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<td>5. Generator</td>
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<tr>
<td>Laboratory/Field Materials Testing</td>
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<td>1. 4-inch mold (D1557/D696)</td>
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<td>2. 6-inch mold (D1557/D698)</td>
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<td>3. Impact Curve - Soil (CTM 216)</td>
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<td>4. Check Point</td>
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<td>Soil and Aggregate Stability</td>
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<td>1. R-Value (CTM 301)</td>
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<td>7. Specific Gravity Fine Aggregate (C128)</td>
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<td>8. Cure/Extract Shelby Tube</td>
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<td>9. Moisture Determination, tube sample (D2216)</td>
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<td>11. Air Voids Content (T289)</td>
<td>7 each</td>
<td>$ 320.00</td>
<td>$ 2,240.00</td>
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<td>12. Density of Core (CAL376)</td>
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<td>$ 60.00</td>
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<td>13. Superpave Mix Tests (Complete Set)</td>
<td>7 1 per 4000T</td>
<td>$ 635.00</td>
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<td>14. Hamburg Wheel Track (T324)</td>
<td>7 1 per 4000T</td>
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<td>15. Moisture susceptibility (T283)</td>
<td>7 each</td>
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<td>16. Gradation (T27)</td>
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<td>17. Moisture Content (T255)</td>
<td>8 each</td>
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<td>18. Crushed Particles (T335)</td>
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<td>19. LA Abrasion (T196)</td>
<td>7 each</td>
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<td>Concrete/Masonry/Reinforcing Steel</td>
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<tr>
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<td>590 each</td>
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<td>2. Compressive Strength, Cores (C42)</td>
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Page 2 of 4 January 2018
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<td>6. Trial Batch</td>
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<td>7. Rebar Tensile/Bend (up to #11)</td>
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<td>8. Rebar Tensile/Bend (#11 and larger)</td>
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<td>9. CMU Compressive Strength (C140)</td>
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<td>10. Compressive Strength, Grout (C1019/UBC21-19)</td>
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<td>11. Compressive Strength, Mortar (C1019/UBC21-15, 16)</td>
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<tr>
<td>12. CMU Unit Weight, Dimension, Absorption (C140)</td>
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<td>13. Compressive Strength, Masonry Prism (C1314)</td>
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$ 60,000.00 $ 60,000.00

**IMPORTANT NOTES:**

1. List direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentation.
2. Proposed items should be consistently billed regardless of client and contract type.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4. Items such as special testing, will be reimbursed at actual cost with supporting documentation (invoice).
5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
6. Travel related costs should be pre-approved by the contracting agency and shall not exceed current State Department of Personnel Administration rules.
7. If mileage is claimed, the rate should be properly supported by the consultant’s calculation of their actual costs for company vehicles. In addition, the mileage claimed should be supported by mileage logs.
8. If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is their standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.
9. The cost proposal format shall not be amended. All costs must comply with the Federal cost principles.
10. Add additional pages if necessary.
11. Subconsultants must provide their own cost proposals.
CITY OF SACRAMENTO | CONSTRUCTION MANAGEMENT SERVICES ON-CALL FOR FEDERAL PROJECTS

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 actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

7. Generally Accepted Accounting Principles (GAAP)
8. Terms and conditions of the contract
9. Title 23 United States Code Section 112 - Letting of Contracts
11. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
12. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Prime Consultant or Subconsultant Certifying:

Name: Jeremy Zorne, PE, GE
Title: Vice President | Senior Engineer
Signature:
Date of Certification (mm/dd/yyyy): 8/7/2019
Email: zorne@geoconinc.com
Phone Number: 916.852.9118
Address: 3160 Gold Valley Drive, Suite 800, Rancho Cordova, CA 95742

* An individual executive or financial officer of the consultant’s or subconsultant’s organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Materials testing and special inspection services
<table>
<thead>
<tr>
<th>Key</th>
<th>Hourly Rate</th>
<th>Name</th>
<th>Title</th>
<th>Description</th>
<th>Rate</th>
<th>Total</th>
</tr>
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<tbody>
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<td>John Doe</td>
<td>Survey Manager</td>
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<td>9</td>
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<td>Jane Smith</td>
<td>Survey Technician</td>
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<td>10</td>
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<td>Mary Jones</td>
<td>Survey Assistant</td>
<td></td>
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<td>11</td>
<td>$20.00</td>
<td>David Brown</td>
<td>Field Technician</td>
<td></td>
<td>$20.00</td>
<td>$20.00</td>
</tr>
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</table>

City of Sacramento 2014-15

Fringe Benefit %: 7.64%

Overhead %: 84.44%

T.O.I.: 149.27%

Actual Hourly Rate Paid to Employee = (Actual Base Hourly Rate Paid to Employee x Combined Fringe) / (1 - 7.64%)

Actual Hourly Rate Paid to Employee = (Actual Base Hourly Rate Paid to Employee x Combined O.I.%) / (1 - 84.44%)

Actual Hourly Rate Paid to Employee = (Actual Base Hourly Rate Paid to Employee x Combined Fringe x Combined Overhead) / (1 - 149.27%)

Approved Flat Hourly Billing Rate
Fringe Benefit % + Overhead % = Combined %
76.46% + 8.48% = 84.94%

Profit %: 7.00%

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

Key Staff

<table>
<thead>
<tr>
<th>Name</th>
<th>Actual Hourly Rate Paid to Employee</th>
<th>Combined %</th>
<th>Actual Fully Loaded Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></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 falls into. 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 based on the cost proposal. The approved flat hourly billing rate shall be the lesser of:
   1. Flat hourly billing rate for the classification;
   2. Key Staff shall be determined by CITY Project Manager, i.e., named Project Manager, a specific Principal Engineer, a specific Structural Engineer, etc. Name key staff with an "x" in the Key Staff column.

3. The employee’s actual base hourly rates used to negotiate the flat hourly billing rates in the 10-H1 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-H1 Form(s) shall require written approval from the CITY. The work shall commence until the approval is provided by the CITY. New staff shall be paid at the rates 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 to the substitution and obtain approval from the CITY Project Manager. Substituted staff shall be paid at the rate of the Key Staff.

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. Form 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. Overtimes may be reimbursed to classifications where it is required by their union contracts (Prevailing Wage classifications). Overtime will not be charged unless prior written notification is received by the CITY Project Manager. CITY shall pay CONTRACTOR at the approved overtime rate stated above. CONTRACTOR shall pay prevailing wage employees per their union contract.

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

9. CDC ramps up to 50% in compliance with Code of Federal Regulations, Title 49 Part 63 Federal Acquisition Regulations (FAR) cost principle and the Firm's company-wide allowable policies and pricing policies of all clients including federal government, state government, local agencies and private clients.

By signing below, I confirm that all information is accurate and true.

CONTRACTOR'S SIGNATURE

Project Manager: J.A.S.
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 is 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 flat 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.

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 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. 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 employment classifications that are subject to prevailing wage requirements with an "X" in the Prevailing Wage column. Prevailing Wage specificity is based on current Department of Industrial Relations (DIR) determination. CONTRACTOR shall be responsible for any future adjustments to the prevailing wages, 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 classifications where it is required by their union contract (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. DDC items are to be in compliance with Code of Federal Regulations, Title 40, Part 31 (Federal Acquisition Regulations (FAR) cost principles) and the firm’s company-wide allocation policies and charging practices with all clients including federal government, state government, local agencies and private clients.

\\
\*5/6/2012\*

\*Signature:\*
\*Marilyn Salater, President\*

\*Date:\*
### Fringe Benefit %

\[
\text{Fringe Benefit} \% = \frac{\text{Overhead} \%}{100} = \frac{\text{Combined} \%}{110} = \frac{7.00\%}{100} = 0.07\%
\]

### Profit %

\[
\text{Profit} \% = \frac{(\text{Actual Base Hourly Rate Paid to Employee} + \text{Actual Base Hourly Rate Paid to Employee} \times \text{Combined} \%)}{\text{Employee}} = A \\
A \times \text{Profit} \% = B \\
A + B = \text{Actual Fully Loaded Hourly Rate}
\]

<table>
<thead>
<tr>
<th>Key Staff</th>
<th>Prevailing Wage</th>
<th>Classification</th>
<th>Name</th>
<th>Hourly Rate Paid to Employee For Reference Only (Does not Include any Fringe, OH &amp; Profit)</th>
<th>Actual Fully Loaded Hourly Rate For Reference Only (Includes Fringe, OH &amp; Profit)</th>
<th>Approved Flat Hourly Billing Rate</th>
<th>OT 1.5x Regulated Flat Hourly Billing Rate</th>
<th>OT 2x Regulated Flat Hourly Billing Rate</th>
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<td>X</td>
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<td>Labor Compliance Manager</td>
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### Other Direct Costs (ODC) and Indirect Costs

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<tr>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

*Note: ODCs and Indirect Costs should be included in the project budget.*
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 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 rates 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. 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 employee’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 DFR 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. 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, these hourly rates and employer payroll as determined by the DIR.

6. 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.

7. 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.

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

9. 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.

10. 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 charging practices with all clients including federal government, state government, local agencies and private clients.

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

[Signature]

CONTRACTOR/SUBCONTRACTOR Project Manager’s Signature

Murray Peters
## EXHIBIT 10-H4 COST PROPOSAL FOR CONTRACTS WITH PREVAILING WAGES

### ACTUAL COST PLUS FIXED FEE, SPECIFIC RATES OF COMMISSION AND COST PER UNIT OF WORK CONTRACTS

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<th>COST PER UNIT OF WORK</th>
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<td>Prime Contractor</td>
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<tr>
<td>Subcontractor</td>
<td>Subcontractor</td>
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<td>Labor Hourly Rate</td>
<td>Labor Hourly Rate</td>
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<tr>
<td>Non-Labor Hourly Rate</td>
<td>Non-Labor Hourly Rate</td>
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<tr>
<td>Overhead</td>
<td>Overhead</td>
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<tr>
<td>Profit</td>
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<tr>
<td>Contracted</td>
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<table>
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<td></td>
<td>Prime Contractor Non-Labor Hourly Rate</td>
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<tr>
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<td>Subcontractor</td>
<td>30.00%</td>
<td>$4.20</td>
<td>$14.00</td>
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### Notes
- Prime Contractor and Subcontractor rates are shown separately for Prime Contractor and Subcontractor labor and non-labor rates.
- Delta is calculated as the difference between the contracted and actual rates.
- Actual rates are used for cost calculations.

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### Local Assistance Procedures Manual

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### Exhibit 10-H4

Cost Proposal for Contracts with Prevailing Wages

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### Page 56 of 106
### CITY OF SACRAMENTO - DEPARTMENT OF PUBLIC WORKS | ON-CALL CONSTRUCTION MANAGEMENT SERVICES for FEDERAL PROJECTS (BID No. Q19151131021)

**ACTUAL COST PLUS FIXED FEE; SPECIFIC RATES OF COMPENSATION AND COST PER UNIT OF WORK CONTRACTS**

|---|---|---|---|---|---|

#### Prime Consultant's Participation Amount:

<table>
<thead>
<tr>
<th>Prime Consultant's Participation Amount:</th>
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### Load Rate Calculations

**Annual Employee Effective Hourly Rates**

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<th>Description</th>
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<th>Hourly Rate</th>
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<th>10 HR Rate</th>
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**Effective Date of Hourly Rates**

| Class Code | Description | Effective Date of Hourly Rates | Base Body | Base Body Rate | Base Body Daily Rate | Base Body Total Rate | Base Body Hourly Rate | Base Body 8 Hour Rate | Base Body 10 Hour Rate | Base Body 12 Hour Rate | Base Body 14 Hour Rate | Base Body 16 Hour Rate | Base Body 18 Hour Rate | Base Body 20 Hour Rate |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 8 HR Rate | | | | | | | | | | | | | |
| 10 HR Rate | | | | | | | | | | | | | |
| 12 HR Rate | | | | | | | | | | | | | |
| 14 HR Rate | | | | | | | | | | | | | |
| 16 HR Rate | | | | | | | | | | | | | |
| 18 HR Rate | | | | | | | | | | | | | |
| 20 HR Rate | | | | | | | | | | | | | |

### Preventing Wage Determination

<table>
<thead>
<tr>
<th>NORTHERN CALIFORNIA</th>
<th>02/16/2016</th>
<th>N/A</th>
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</table>

**Applicable Multiple Hourly Rates:**

- **Under Loading Rate Formula 'C':**
  - **For New Exempt Employees:**
    - Unused regular workday: 8 hours of travel time will be charged for work time, travel time or any combination of travel and work time. 
    - For exempt staff: 
      - For work days, actual travel time not to exceed 3 hours in any one day or one way travel will be billed as follows:
        - For travel time, mileage at the regular workday level, will be billed without the applicable overhead rate as follows: 
          - Billing Rate (Actual Hourly Rate of 11.14 = Delta Base + Delta Fringe)

### Note:

1. Prevailing Wage specifications are based on current DFR determination. Any future DFR calculation of prevailing wage rates will be reflected in the load rates.
2. "LCI" Calculator for loads for work more than 8 hours per day or for weekends and holidays for this contract only.
3. The DFR rates shown in this proposal for each staff position and each position are calculated with prevailing wage benefits of the staff. The actual DFR rates to be used in the invoice will be calculated by using the actual PW fringe benefits of the individual staff in accordance with the certified benefits statement submitted with each invoice.
4. The employees' actual hourly rates shown in this cost proposal are based on rates that were effective on 02/16/2016. California Contract Manager's pre-approval is required for addition of staff if not previously listed on the cost proposal. This billing rate for these employees, including those that fall under general classifications, will be calculated and covered based on their actual hourly rates as of 02/16/2016. Hourly rate for new exempt employee is the rate of the current contract, with no lower rate or rate that is lower than the rate of similar personnel based on the cost proposal having similar responsibilities.
5. **Travel Time Charges:**
   - For managers: Due to the nature of the project, travel time will be charged for work time, travel time or any combination of travel and work time. 
   - For exempt staff: During regular work day, actual travel time not to exceed 3 hours in any one day or one way travel will be billed as follows:
     - For travel time, mileage at the regular workday level, will be billed without the applicable overhead rate as follows: 
       - Billing Rate (Actual Hourly Rate of 11.14 = Delta Base + Delta Fringe)
   - For non-exempt employees: During regular work day, actual travel time not to exceed 8 hours in any one day or one way travel will be billed at full overhead rates (i.e., without the application of the 1.50 or 2.00 multiplier for overheads as follows: 

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Page 3 of 3

January 2018
EXHIBIT 10-H4 COST PROPOSAL FOR CONTRACTS WITH PREVAILING WAGES

<table>
<thead>
<tr>
<th>CONTRACT TYPE</th>
<th>PROJECT NO.</th>
<th>CONTRACT NO.</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Local Rate Calculation</td>
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</table>

The Local Rate Calculation determines the applicable Local Wage Rates for the project. The Local Rate Calculation is based on the average wage rates for comparable construction work in the local area.

<table>
<thead>
<tr>
<th>Item Classification</th>
<th>Prime Rate</th>
<th>Sub Prime Rate</th>
<th>Prime Rate Total</th>
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</table>

1. Prime rates are based on the Prevailing Wage Rate for the local area. Sub prime rates are based on a discount of 10% from the prime rates.

2. Local rates are rounded to the nearest dollar.

3. The prevailing wage rates are subject to change based on local labor market conditions.

4. Local rates are valid for projects located within the local area specified in the contract.

5. Local rates are effective for the duration of the project. Local rates are subject to review and adjustment at the discretion of the local labor market conditions.

Local Assistance Procedures Manual

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## EXHIBIT 10-H4 COST PROPOSAL FOR CONTRACTS WITH PREVAILING WAGES

ACTUAL COST PLUS FIXED FEE; SPECIFIC RATES OF COMPENSATION AND COST PER UNIT OF WORK CONTRACTS

<table>
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<tr>
<th>Name/Classification</th>
<th>Effective Date of Hourly Rate</th>
<th>Prevaling Wages Rate Established by State (only applicable for prevailing wage work)</th>
<th>Employee Actual Rate (wages benefit vary year over year)</th>
<th>Applicable DETA (TOTA) + DG (BASE) Employee Base</th>
<th>Applicable DELTA FRINGE + DELTA TOTAL (BASE) Employee - DIF</th>
<th>Load Hourly Stiffness Rate</th>
<th>% Hourly Rate Increase</th>
<th>Hourly Rate and/or Average Hourly Rate</th>
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1. Prevailing Wages specified are based on current DIR determination. Any future DIR escalation of prevailing wage rates will be reflected in the loaded rates.
2. "NC" denotes No Charge for work more than 8 hours per day and for weekends and holidays for this contract only.
3. The billing rates shown in this cost proposal for Field staff entitled to PW rates are calculated with estimated fringe benefits of the staff. The actual billing rates to be used in the invoices will be calculated by using the actual PW fringe benefits of the individual staff in accordance with the certified benefits statement submitted with each invoice.

For Employees: On weekdays up to a maximum of 8 hours will be charged for work time, travel time or any combination of travel and work time. Billing Rate = Loaded Rate Formula 4 above.
For Non-Exempt Employees: During regular work day, actual travel time not to exceed 8 hours in any one day or one way travel will be billed as follows:
Billing rate for travel time = Loaded Rate Formula 4 above

All travel time, outside of the regular work day, will be billed without the application of overheard rate as follows: Billing Rate = (Actual Hourly Rate) (1 + Fee) + ( Delta Base + Delta Fringe)
EXHIBIT 10-K CONSULTANT ANNUAL CERTIFICATION OF INDIRECT COSTS AND FINANCIAL MANAGEMENT SYSTEM

(Note: If a Safe Harbor Indirect Cost Rate is approved, this form is not required.)

Consultant’s Full Legal Name: Salaber Associates, Inc.

Important: Consultant means the individual or consultant providing engineering and design related services as a party of a contract with a recipient or sub-recipient of Federal assistance. Therefore, the Indirect Cost Rate(s) shall not be combined with its parent company or subsidiaries.

Indirect Cost Rate:

Combined Rate 140.09 % OR

Home Office Rate, % and Field Office Rate (if applicable), %

Facilities Capital Cost of Money, % (if applicable)

Fiscal period: 1/1/18-12/31/18

* Fiscal period is annual one year applicable accounting period that the Indirect Cost Rate was developed (not the contract period). The Indirect Cost Rate is based on the consultant’s one-year applicable accounting period for which financial statements are regularly prepared by the consultant.

I have reviewed the proposal to establish an Indirect Cost Rate(s) for the fiscal period as specified above and have determined to the best of my knowledge and belief that:

- All costs included in the cost proposal to establish the indirect cost rate(s) are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) 48, Code of Federal Regulations (CFR), Chapter 1, Part 31 (48 CFR Part 31);
- The cost proposal does not include any costs which are expressly unallowable under the cost principles of 48 CFR Part 31;
- The accounting treatment and billing of prevailing wage delta costs are consistent with our prevailing wage policy as either direct labor, indirect costs, or other direct costs on all federally-funded A&E Consultant Contracts;
- All known material transactions or events that have occurred subsequent to year-end affecting the consultant’s ownership, organization, and indirect cost rates have been disclosed as of the date of this certification.

I am providing the required and applicable documents as instructed on Exhibit 10-A.

Financial Management System:

Our labor charging, job costing, and accounting systems meet the standards for financial reporting, accounting records, and internal control adequate to demonstrate that costs claimed have been incurred, appropriately accounted for, are allocable to the contract, and comply with the federal requirements as set forth in Title 23 United States Code (U.S.C.) Sections 1304(b)(2) & 58; 29 CFR Part 31.201-209; 23 CFR, Chapter 1, Part 177.11(a)(2); and all applicable state and federal rules and regulations.

Our financial management system has the following attributes:

- Account numbers identifying allowable direct, indirect, and unallowable cost accounts;
- Ability to accumulate and segregate allowable direct, indirect, and unallowable costs into separate cost

Page 1 of 2
March 2018
accounts;

- Ability to accumulate and segregate allowable direct costs by project, contract and type of cost;
- Internal controls to maintain integrity of financial management system;
- Ability to account and record costs consistently and to ensure costs billed are in compliance with FAR;
- Ability to ensure and demonstrate costs billed reconcile to general ledgers and job costing system; and
- Ability to ensure costs are in compliance with contract terms and federal and state requirement.

Cost Reimbursements on Contracts:

I also understand that failure to comply with 48 CFR Part 16.301-3 or knowingly charge unallowable costs to Federal-Aid Highway Program (FAHP) contracts may result in possible penalties and sanctions as provided by the following:

- Sanctions and Penalties - 23 CFR Part 123.11c(4)
- False Claims Act - Title 31 U.S.C. Sections 3729-3733
- Statements or entries generally - Title 18 U.S.C. Section 1001
- Major Fraud Act - Title 18 U.S.C. Section 1031

All A&E Contract Information:
- Total participation amount $8.0 million on all State and FAHP contracts for Architectural & Engineering services that the consultant received in the last three fiscal periods.
- The number of states in which the consultant does business is
- Years of consultant’s experience with 48 CFR Part 31 is
- Audit history of the consultant’s current and prior years (if applicable)
  - Cognizant ICR Audit
  - Local Gov’t ICR Audit
  - Caltrans ICR Audit
  - CPA ICR Audit
  - Federal Gov’t ICR Audit

I, the undersigned, certify all of the above to the best of my knowledge and belief and that I have reviewed the Indirect Cost Rate Schedule to determine that any costs which are expressly unallowable under the Federal cost principles have been removed and comply with Title 23 U.S.C. Section 116(b)(2), 48 CFR Part 31, 23 CFR Part 1/2, and all applicable state and federal rules and regulations. I also certify that I understand that all documentation of compliance must be retained by the consultant. I hereby acknowledge that costs that are noncompliant with the federal and state requirements are not eligible for reimbursement and must be returned to Caltrans.

Name**: Robert Salaber, PE
**Title**: President

Signature: [Signature]

Date of Certification (mm/dd/yyyy): 7/15/2019

Phone Number*: 707-249-8808

**An individual executive or financial officer of the consultant’s or subconsultant’s organization at a level no lower than a Vice President, a Chief Financial Officer, or equivalent, who has authority to represent the financial information used to establish the indirect cost rate.

Note: Both prime and subconsultants as parties of a contract must complete their own Exhibit 10-K forms. Caltrans will not process local agency’s invoices until a complete Exhibit 10-K form is accepted and approved by Caltrans Audits and Investigations.

Distribution:
1) Original - Local Agency Project File
2) Copy - Consultant
3) Copy - Caltrans Audits and Investigations

Page 2 of 3
March 2018
EXHIBIT 10-K CONSULTANT ANNUAL CERTIFICATION OF INDIRECT COSTS AND FINANCIAL MANAGEMENT SYSTEM

(Note: If a Safe Harbor Indirect Cost Rate is approved, this form is not required.)

Consultant’s Full Legal Name: Vali Cooper & Associates, Inc.

Important: Consultant means the individual or consultant providing engineering and design related services as a party of a contract with a recipient or sub-recipient of Federal assistance. Therefore, the Indirect Cost Rate(s) shall not be combined with its parent company or subsidiaries.

Indirect Cost Rate:

Combined Rate 138.88 FAR OH (FHWA funded) % OR

Home Office Rate N/A % and Field Office Rate (if applicable) N/A %

Facilities Capital Cost of Money 0.04 % (if applicable)

Fiscal period * 01/01/2017 - 12/31/2017

* Fiscal period is annual one year applicable accounting period that the Indirect Cost Rate was developed (not the contract period). The Indirect Cost Rate is based on the consultant’s one-year applicable accounting period for which financial statements are regularly prepared by the consultant.

I have reviewed the proposal to establish an Indirect Cost Rate(s) for the fiscal period as specified above and have determined to the best of my knowledge and belief that:

- All costs included in the cost proposal to establish the indirect cost rate(s) are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) 48, Code of Federal Regulations (CFR), Chapter 1, Part 31 (48 CFR Part 31);
- The cost proposal does not include any costs which are expressly unallowable under the cost principles of 48 CFR Part 31;
- The accounting treatment and billing of prevailing wage delta costs are consistent with our prevailing wage policy as either direct labor, indirect costs, or other direct costs on all federally-funded A&E Consultant Contracts.
- All known material transactions or events that have occurred subsequent to year-end affecting the consultant’s ownership, organization, and indirect cost rates have been disclosed as of the date of this certification.

I am providing the required and applicable documents as instructed on Exhibit 10-A.

Financial Management System:

Our labor charging, job costing, and accounting systems meet the standards for financial reporting, accounting records, and internal control adequate to demonstrate that costs claimed have been incurred, appropriately accounted for, are allocable to the contract, and comply with the federal requirements as set forth in Title 21 United States Code (U.S.C.) Section 112(b)(2); 48 CFR Part 31.201-2(a); 23 CFR, Chapter 1, Part 172.11(a)(2); and all applicable state and federal rules and regulations.

Our financial management system has the following attributes:

- Account numbers identifying allowable direct, indirect, and unallowable cost accounts;
- Ability to accumulate and segregate allowable direct, indirect, and unallowable costs into separate cost
accounts;

- Ability to accumulate and segregate allowable direct costs by project, contract and type of cost;
- Internal controls to maintain integrity of financial management system;
- Ability to account and record costs consistently and to ensure costs billed are in compliance with FAR;
- Ability to ensure and demonstrate costs billed reconcile to general ledgers and job costing system; and
- Ability to ensure costs are in compliance with contract terms and federal and state requirement

Cost Reimbursements on Contracts:

I also understand that failure to comply with 48 CFR Part 16.301-3 or knowingly charge unallowable costs to Federal-Aid Highway Program (FAHP) contracts may result in possible penalties and sanctions as provided by the following:

- Sanctions and Penalties - 22 CFR Part 172.11(c)(4)
- False Claims Act - Title 31 U.S.C. Sections 3729-3733
- Statements or entries generally - Title 18 U.S.C. Section 1001
- Major Fraud Act - Title 18 U.S.C. Section 1011

All A&E Contract Information:

- Total participation amount $ 104.3M on all State and FAHP contracts for Architectural & Engineering services that the consultant received in the last three fiscal periods.
- The number of states in which the consultant does business is two (2).
- Years of consultant’s experience with 48 CFR Part 31 is 28.
- Audit history of the consultant’s current and prior years (if applicable)
  - □ Cognizant ICR Audit
  - □ Local Gov’t ICR Audit
  - □ Caltrans ICR Audit
- □ CPA ICR Audit
- □ Federal Gov’t ICR Audit

I, the undersigned, certify all of the above to the best of my knowledge and belief and that I have reviewed the Indirect Cost Schedule to determine that any costs that are expressly unallowable under the Federal cost principles have been removed and comply with Title 21 U.S.C. Section 1322(h)(2). All CFR Part 31, 22 CFR Part 172, and all applicable state and federal rules and regulations. I also certify that I understand that all documentation of compliance must be retained by the consultant. I hereby acknowledge that costs that are noncompliant with the federal and state requirements are not eligible for reimbursement and must be returned to Caltrans.

Name**: Maria Gorea  
Signature: (Signature) 
Email**: mgorea@gsolutions.com

**An individual executive or financial officer of the consultant’s or subcontractor’s organization at a level no lower than a Vice President, a Chief Financial Officer, or equivalent, who has authority to represent the financial information used to establish the indirect cost rate.

Date of Certification (mm/dd/yyyy): 11/01/2018  
Phone Number**: 510.446.8301

Note: Both prime and subconsultants as parties of a contract must complete their own Exhibit 10-K forms. Caltrans will not process local agency’s invoices until a complete Exhibit 10-K form is accepted and approved by Caltrans Audits and Investigations.

Distribution:  
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2) Copy - Consultant
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Page 2 of 2  
March 2018
EXHIBIT 10-K CONSULTANT ANNUAL CERTIFICATION OF INDIRECT COSTS AND FINANCIAL MANAGEMENT SYSTEM

(Note: If a Safe Harbor Indirect Cost Rate is approved, this form is not required.)

Consultant’s Full Legal Name: Ghirardelli Associates Inc.

Important: Consultant means the individual or consultant providing engineering and design related services as a party of a contract with a recipient or sub-recipient of Federal assistance. Therefore, the Indirect Cost Rate(s) shall not be combined with its parent company or subsidiaries.

Indirect Cost Rate:

| Combined Rate | 110.97 % OR |
| Home Office Rate | N/A % and Field Office Rate (if applicable) N/A % |
| Facilities Capital Cost of Money | 0.03 % (if applicable) |

Fiscal period * 1/1/2017 - 12/31/2017

* Fiscal period is annual one year applicable accounting period that the Indirect Cost Rate was developed (not the contract period). The Indirect Cost Rate is based on the consultant’s one-year applicable accounting period for which financial statements are regularly prepared by the consultant.

I have reviewed the proposal to establish an Indirect Cost Rate(s) for the fiscal period as specified above and have determined to the best of my knowledge and belief that:

- All costs included in the cost proposal to establish the indirect cost rate(s) are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) 48, Code of Federal Regulations (CFR), Chapter 1, Part 31 (48 CFR Part 31);
- The cost proposal does not include any costs which are expressly unallowable under the cost principles of 48 CFR Part 31;
- The accounting treatment and billing of prevailing wage delta costs are consistent with our prevailing wage policy as either direct labor, indirect costs, or other direct costs on all federally-funded A&E Consultant Contracts;
- All known material transactions or events that have occurred subsequent to year-end affecting the consultant’s ownership, organization, and indirect cost rates have been disclosed as of the date of this certification.

I am providing the required and applicable documents as instructed on Exhibit 10-A.

Financial Management System:

Our labor charging, job costing, and accounting systems meet the standards for financial reporting, accounting records, and internal control adequate to demonstrate that costs claimed have been incurred, appropriately accounted for, are allocable to the contract, and comply with the federal requirements as set forth in Title 22 United States Code (U.S.C.) Sections 122(b)(2); 48 CFR Part 31.201-209; 23 CFR, Chapter 1, Part 172.110(2); and all applicable state and federal rules and regulations.

Our financial management system has the following attributes:

- Account numbers identifying allowable direct, indirect, and unallowable cost accounts;
- Ability to accumulate and segregate allowable direct, indirect, and unallowable costs into separate cost...
accounts;

- Ability to accumulate and segregate allowable direct costs by project, contract and type of cost;
- Internal controls to prevent unauthorized access to the financial management system;
- Ability to account and record costs consistently and to ensure costs billed are in compliance with FAR;
- Ability to ensure and demonstrate costs billed reconcile to general ledgers and job costing system; and
- Ability to ensure costs are in compliance with contract terms and federal and state requirement.

Cost Reimbursements on Contracts:

I also understand that failure to comply with 48 CFR Part 16.301-3 or knowingly charge unallowable costs to Federal-Aid Highway Program (FAP) contracts may result in possible penalties and sanctions as provided by the following:

- Sanctions and Penalties - 22 CFR Part 172.11(c)(d)
- False Claims Act - Title 31 U.S.C. Section 3729-3733
- Statements or entries generally - Title 18 U.S.C. Section 1001
- Major Fraud Act - Title 18 U.S.C. Section 1031

All A&F Contract Information:

- Total participation amount $50,000,000 on all State and FAH contracts for Architectural & Engineering services that the consultant received in the last three fiscal periods.
- The number of states in which the consultant does business is 1.
- Years of consultant's experience with 48 CFR Part 31 is 17.
- Audit history of the consultant's current and prior years (if applicable)
  - Cognizant ICR Audit
  - Local Gov't ICR Audit
  - Caltrans ICR Audit
  - CPA ICR Audit
  - Federal Gov't ICR Audit

I, the undersigned, certify all of the above to the best of my knowledge and belief and that I have reviewed the Indirect Cost Rate Schedule to determine that any costs which are expressly unallowable under the Federal cost principles have been removed and comply with Title 31 U.S.C. Section 1120(b) - 48 CFR Part 31, 22 CFR Part 172, and all applicable state and federal rules and regulations. I also certify that I understand that all documentation of compliance must be retained by the consultant. I hereby acknowledge that costs that are noncompliant with the federal and state requirements are not eligible for reimbursement and must be returned to Caltrans.

Name**: Alain Charles
Signature: ____________________________
Email**: acharles@ghirardelliassoc.com

Title**: Corporate Controller
Date of Certification (mm/dd/yyyy): 06/29/2019
Phone Number**: 408.435.5503 x2

**An individual executive or financial officer of the consultant's or subcontractor's organization at a level no lower than a Vice President, a Chief Financial Officer, or equivalent, who has the authority to represent the financial information used to establish the indirect cost rate.

Note: Both prime and subconsultants as parties of a contract must complete their own Exhibit 10-K forms.

Caltrans will not process local agency's invoices until a complete Exhibit 10-K form is accepted and approved by Caltrans Audits and Investigations.

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

(Note: If a Safe Harbor Indirect Cost Rate is approved, this form is not required.)

Consultant’s Full Legal Name: Geocon Consultants, Inc.

Important: Consultant means the individual or consultant providing engineering and design related services as a party of a contract with a recipient or sub-recipient of Federal assistance. Therefore, the Indirect Cost Rate(s) shall not be combined with its parent company or subsidiaries.

Indirect Cost Rate:

Combined Rate 178.81 % OR
Home Office Rate % and Field Office Rate (if applicable) %
Facilities Capital Cost of Money % (if applicable)
Fiscal period * 01/01/18 to 12/31/18

* Fiscal period is annual one year applicable accounting period that the Indirect Cost Rate was developed (not the contract period). The Indirect Cost Rate is based on the consultant’s one-year applicable accounting period for which financial statements are regularly prepared by the consultant.

I have reviewed the proposal to establish an Indirect Cost Rate(s) for the fiscal period as specified above and have determined to the best of my knowledge and belief that:

- All costs included in the cost proposal to establish the indirect cost rate(s) are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) 48, Code of Federal Regulations (CFR), Chapter 1, Part 31 (48 CFR Part 31);
- The cost proposal does not include any costs which are expressly unallowable under the cost principles of 48 CFR Part 31;
- The accounting treatment and billing of prevailing wage delta costs are consistent with our prevailing wage policy as either direct labor, indirect costs, or other direct costs on all federally-funded A&E Consultant Contracts.
- All known material transactions or events that have occurred subsequent to year-end affecting the consultant’s ownership, organization, and indirect cost rates have been disclosed as of the date of this certification.

I am providing the required and applicable documents as instructed on Exhibit 10-A.

Financial Management System:

Our labor charging, job costing, and accounting systems meet the standards for financial reporting, accounting records, and internal control adequate to demonstrate that costs claimed have been incurred, appropriately accounted for, are allocable to the contract, and comply with the federal requirements as set forth in Title 23 United States Code (U.S.C.) Section 112(b)(2)-48, CFR Part 31 201-214; 33 CFR, Chapter 1, Part 172.11(a)(2); and all applicable state and federal rules and regulations.

Our financial management system has the following attributes:
- Account numbers identifying allowable direct, indirect, and unallowable cost accounts;
- Ability to accumulate and segregate allowable direct, indirect, and unallowable costs into separate cost...
Local Assistance Procedures Manual

Exhibit 10-K

Consultant Annual Certification of Indirect Costs and Financial Management System

accounts;

- Ability to accumulate and segregate allowable direct costs by project, contract and type of cost;
- Internal controls to maintain integrity of financial management system;
- Ability to account and record costs consistently and to ensure costs billed are in compliance with FAR;
- Ability to ensure and demonstrate costs billed reconcile to general ledgers and job costing system; and
- Ability to ensure costs are in compliance with contract terms and federal and state requirement

Cost Reimbursements on Contracts:

I also understand that failure to comply with 48 CFR Part 16.301-3 or knowingly charge unallowable costs to Federal-Aid Highway Program (FAHP) contracts may result in possible penalties and sanctions as provided by the following:

- Sanctions and Penalties - 23 CFR Part 172.11(c)(4)
- False Claims Act - Title 31 U.S.C. Sections 3729-3733
- Statements or entries generally - Title 18 U.S.C. Section 1001
- Major Fraud Act - Title 18 U.S.C. Section 1031

All A&E Contract Information:

- Total participation amount $ 12,000,000.00 on all State and FAHP contracts for Architectural & Engineering services that the consultant received in the last three fiscal periods.
- The number of states in which the consultant does business is 1.
- Years of consultant’s experience with 48 CFR Part 31 is 21.
- Audit history of the consultant’s current and prior years (if applicable)
  - [ ] Cognizant ICR Audit
  - [ ] Local Gov’t ICR Audit
  - [x] Caltrans ICR Audit
  - [ ] CPA ICR Audit
  - [ ] Federal Gov’t ICR Audit

I, the undersigned, certify all of the above to the best of my knowledge and belief and that I have reviewed the Indirect Cost Rate Schedule to determine that any costs which are expressly unallowable under the Federal cost principles have been removed and comply with Title 23 U.S.C. Section 112(b)(2). 48 CFR Part 31; 23 CFR Part 172, and all applicable state and federal rules and regulations. I also certify that I understand that all documentation of compliance must be retained by the consultant. I hereby acknowledge that costs that are noncompliant with the federal and state requirements are not eligible for reimbursement and must be returned to Caltrans.

Name**: Jeremy Zona, PE, GE  
Signature:  
Email**: jzona@geoconinc.com  
Date of Certification (mm/dd/yyyy): 06/24/2019  
Phone Number**: 916.852.9118

**An individual executive or financial officer of the consultant’s or subcontractor’s organization at a level no lower than a Vice President, a Chief Financial Officer, or equivalent, who has authority to represent the financial information used to establish the indirect cost rate.

Note: Both prime and subconsultants as parties of a contract must complete their own Exhibit 10-K forms.
Caltrans will not process local agency’s invoices until a complete Exhibit 10-K form is accepted and approved by Caltrans Audits and Investigations.

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March 2018
EXHIBIT 10-K CONSULTANT ANNUAL CERTIFICATION OF INDIRECT COSTS AND FINANCIAL MANAGEMENT SYSTEM

(Note: If a Safe Harbor Indirect Cost Rate is approved, this form is not required.)

Consultant’s Full Legal Name: Mark Thomas & Company, Inc.

Important: Consultant means the individual or consultant providing engineering and design related services as a party of a contract with a recipient or sub-recipient of Federal assistance. Therefore, the Indirect Cost Rate(s) shall not be combined with its parent company or subsidiaries.

Indirect Cost Rate:

Combined Rate 160.27 % OR

Home Office Rate % and Field Office Rate (if applicable) %

Facilities Capital Cost of Money % (if applicable)

Fiscal period * 01/01/2017 - 12/31/2017

* Fiscal period is annual one year applicable accounting period that the Indirect Cost Rate was developed (not the contract period). The Indirect Cost Rate is based on the consultant’s one-year applicable accounting period for which financial statements are regularly prepared by the consultant.

I have reviewed the proposal to establish an Indirect Cost Rate(s) for the fiscal period as specified above and have determined to the best of my knowledge and belief that:

- All costs included in the cost proposal to establish the indirect cost rate(s) are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) 48, Code of Federal Regulations (CFR), Chapter 1, Part 31 (48 CFR Part 31);
- The cost proposal does not include any costs which are expressly unallowable under the cost principles of 48 CFR Part 31;
- The accounting treatment and billing of prevailing wage delta costs are consistent with our prevailing wage policy as either direct labor, indirect costs, or other direct costs on all federally-funded A&E Consultant Contracts;
- All known material transactions or events that have occurred subsequent to year-end affecting the consultant’s ownership, organization, and indirect cost rates have been disclosed as of the date of this certification.

I am providing the required and applicable documents as instructed on Exhibit 10-A.

Financial Management System:

Our labor charging, job costing, and accounting systems meet the standards for financial reporting, accounting records, and internal control adequate to demonstrate that costs claimed have been incurred, appropriately accounted for, are allocable to the contract, and comply with the federal requirements as set forth in Title 23, United States Code (U.S.C.) Section 132(b)(2)(B); 48, CFR Part 31.201-2(b); 48 CFR, Chapter 1, Part 152.11(b)(2); and all applicable state and federal rules and regulations.

Our financial management system has the following attributes:

- Account numbers identifying allowable direct, indirect, and unallowable cost accounts;
- Ability to accumulate and segregate allowable direct, indirect, and unallowable costs into separate cost
accounts;

- Ability to accumulate and segregate allowable direct costs by project, contract and type of cost;
- Internal controls to maintain integrity of financial management system;
- Ability to account and record costs consistently and to ensure costs billed are in compliance with FAR;
- Ability to ensure and demonstrate costs billed reconcile to general ledgers and job costing system; and
- Ability to ensure costs are in compliance with contract terms and federal and state requirement

Cost Reimbursements on Contracts:

I also understand that failure to comply with 48 CFR Part 16.301-3 or knowingly charge unallowable costs to Federal-Aid Highway Program (FAHP) contracts may result in possible penalties and sanctions as provided by the following:

- Sanctions and Penalties - 23 CFR Part 172.11(c)(4)
- False Claims Act - Title 31 U.S.C., Sections 3729-3733
- Statements or entries generally - Title 18 U.S.C., Section 1001
- Major Fraud Act - Title 18 U.S.C., Section 1031

All A&E Contract Information:

- Total participation amount $79,808,343.76 on all State and FAHP contracts for Architectural & Engineering services that the consultant received in the last three fiscal periods.
- The number of states in which the consultant does business is 1.
- Years of consultant’s experience with 48 CFR Part 31 is 20.
-Audit history of the consultant’s current and prior years (if applicable)
  - Cognizant ICR Audit
  - Local Gov’t ICR Audit
  - Caltrans ICR Audit
  - CPA ICR Audit
  - Federal Gov’t ICR Audit

I, the undersigned, certify all of the above to the best of my knowledge and belief and that I have reviewed the Indirect Cost Rate Schedule to determine that any costs which are expressly unallowable under the Federal cost principles have been removed and comply with Title 21 U.S.C., Section 1120(a)(2), 48 CFR Part 31, 23 CFR Part 172, and all applicable state and federal rules and regulations. I also certify that I understand that all documentation of compliance must be retained by the consultant. I hereby acknowledge that costs that are noncompliant with the federal and state requirements are not eligible for reimbursement and must be returned to Caltrans.

Name*: R. Mark Bogan
Title**: Vice President
Signature: [signature]
Date of Certification (mm/dd/yyyy): 07/16/19
Email**: mbogan@markthomas.com
Phone Number**: 916-381-6100

**An individual executive or financial officer of the consultant’s or subcontractor’s organization at a level no lower than a Vice President, a Chief Financial Officer, or equivalent, who has authority to represent the financial information used to establish the indirect cost rate.

Note: Both prime and subconsultants as parties of a contract must complete their own Exhibit 10-K forms.
Caltrans will not process local agency’s invoices until a complete Exhibit 10-K form is accepted and approved by Caltrans Audits and Investigations.

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March 2018
EXHIBIT 10-K CONSULTANT ANNUAL CERTIFICATION OF INDIRECT COSTS AND FINANCIAL MANAGEMENT SYSTEM

(Note: If a Safe Harbor Indirect Cost Rate is approved, this form is not required.)

Consultant’s Full Legal Name: ________________ Contract Administrative Services, Inc.

Important: Consultant means the individual or consultant providing engineering and design related services as a party of a contract with a recipient or sub-recipient of Federal assistance. Therefore, the Indirect Cost Rate(s) shall not be combined with its parent company or subsidiaries.

Indirect Cost Rate:

Combined Rate __________ % OR

Home Office Rate __________ % and Field Office Rate (if applicable) __________ %

Facilities Capital Cost of Money __________ % (if applicable)

Fiscal period * ____________ - ____________

* Fiscal period is annual one year applicable accounting period that the Indirect Cost Rate was developed (not the contract period). The Indirect Cost Rate is based on the consultant’s one-year applicable accounting period for which financial statements are regularly prepared by the consultant.

I have reviewed the proposal to establish an Indirect Cost Rate(s) for the fiscal period as specified above and have determined to the best of my knowledge and belief that:

- All costs included in the cost proposal to establish the indirect cost rate(s) are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) 48, Code of Federal Regulations (CFR), Chapter 1, Part 31 (48 CFR Part 31);
- The cost proposal does not include any costs which are expressly unallowable under the cost principles of 48 CFR Part 31;
- The accounting treatment and billing of prevailing wage delta costs are consistent with our prevailing wage policy as either direct labor, indirect costs, or other direct costs on all federally-funded A&E Consultant Contracts.
- All known material transactions or events that have occurred subsequent to year-end affecting the consultant’s ownership, organization, and indirect cost rates have been disclosed as of the date of this certification.

I am providing the required and applicable documents as instructed on Exhibit 10-A.

Financial Management System:

Our labor charging, job costing, and accounting systems meet the standards for financial reporting, accounting records, and internal control adequate to demonstrate that costs claimed have been incurred, appropriately accounted for, are allocable to the contract, and comply with the federal requirements as set forth in Title 23 United States Code (U.S.C) Section 1120b(2); 48 CFR Part 31.201-2(e); 23 CFR, Chapter 1, Part 172.11(a)(2); and all applicable state and federal rules and regulations.

Our financial management system has the following attributes:

- Account numbers identifying allowable direct, indirect, and unallowable cost accounts;
- Ability to accumulate and segregate allowable direct, indirect, and unallowable costs into separate cost...
accounts;

- Ability to accumulate and segregate allowable direct costs by project, contract and type of cost;
- Internal controls to maintain integrity of financial management system;
- Ability to account and record costs consistently and ensure costs billed are in compliance with FAR;
- Ability to ensure and demonstrate costs billed reconcile to general ledgers and job costing system; and
- Ability to ensure costs are in compliance with contract terms and federal and state requirement

Cost Reimbursements on Contracts:
I also understand that failure to comply with 48 CFR Part 16.301-3 or knowingly charge unallowable costs to Federal-Aid Highway Program (FAHP) contracts may result in possible penalties and sanctions as provided by the following:

- Sanctions and Penalties - 23 CFR Part 172.11(e)(4)
- False Claims Act - Title 31 U.S.C. Sections 3729-3733
- Statements or entries generally - Title 18 U.S.C. Section 1001
- Major Fraud Act - Title 18 U.S.C. Section 1031

All A&E Contract Information:

- Total participation amount $ ____________ on all State and FAHP contracts for Architectural & Engineering services that the consultant received in the last three fiscal periods.
- The number of states in which the consultant does business is ____________.
- Years of consultant’s experience with 48 CFR Part 31 is ____________.
- Audit history of the consultant’s current and prior years (if applicable):  
  □ Cognizant ICR Audit
  □ Local Gov’t ICR Audit
  □ Caltrans ICR Audit
  □ CPA ICR Audit
  □ Federal Gov’t ICR Audit

I, the undersigned, certify all of the above to the best of my knowledge and belief and that I have reviewed the Indirect Cost Rate Schedule to determine that any costs which are expressly unallowable under the Federal cost principles have been removed and comply with Title 23 U.S.C. Section 1120(b)(2) - 48 CFR Part 31, 23 CFR Part 172, and all applicable state and federal rules and regulations. I also certify that I understand that all documentation of compliance must be retained by the consultant. I hereby acknowledge that costs that are noncompliant with the federal and state requirements are not eligible for reimbursement and must be returned to Caltrans.

Name**: Madison Salazar  
Title**: President
Signature**:  
Date of Certification (mm/dd/yyyy): 04/24/2019
Email**: madisonsalazar@comcast.net  
Phone Number**: (209) 741-2063

**An individual executive or financial officer of the consultant’s or subconsultant’s organization at a level no lower than a Vice President, a Chief Financial Officer, or equivalent, who has authority to represent the financial information used to establish the indirect cost rate.

Note: Both prime and subconsultants as parties of a contract must complete their own Exhibit 10-K forms. Caltrans will not process local agency’s invoices until a complete Exhibit 10-K form is accepted and approved by Caltrans Audits and Investigations.

Distribution:  1) Original - Local Agency Project File  
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Page 2 of 2  
March 2018
EXHIBIT 10-K CONSULTANT ANNUAL CERTIFICATION OF INDIRECT COSTS AND FINANCIAL MANAGEMENT SYSTEM

(Note: If a Safe Harbor Indirect Cost Rate is approved, this form is not required.)

Consultant’s Full Legal Name: 1st Choice DVBE, Inc.

Important: Consultant means the individual or consultant providing engineering and design related services as a party of a contract with a recipient or sub-recipient of Federal assistance. Therefore, the Indirect Cost Rate(s) shall not be combined with its parent company or subsidiaries.

Indirect Cost Rate:

Combined Rate: 110% OR

Home Office Rate: % and Field Office Rate (if applicable): %

Facilities Capital Cost of Money: % (if applicable)

Fiscal period: 1/1/19-12/31/19

* Fiscal period is annual one year applicable accounting period that the Indirect Cost Rate was developed (not the contract period). The Indirect Cost Rate is based on the consultant’s one-year applicable accounting period for which financial statements are regularly prepared by the consultant.

I have reviewed the proposal to establish an Indirect Cost Rate(s) for the fiscal period as specified above and have determined to the best of my knowledge and belief that:

- All costs included in the cost proposal to establish the indirect cost rate(s) are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) 48, Code of Federal Regulations (CFR), Chapter 1, Part 31 (48 CFR Part 31);
- The cost proposal does not include any costs which are expressly unallowable under the cost principles of 48 CFR Part 31;
- The accounting treatment and billing of prevailing wage delta costs are consistent with our prevailing wage policy as either direct labor, indirect costs, or other direct costs on all Federally-funded A&E Consultant Contracts;
- All known material transactions or events that have occurred subsequent to year-end affecting the consultant’s ownership, organization, and indirect cost rates have been disclosed as of the date of this certification.

I am providing the required and applicable documents as instructed on Exhibit 10-A.

Financial Management System:

Our labor charging, job costing, and accounting systems meet the standards for financial reporting, accounting records, and internal control adequate to demonstrate that costs claimed have been incurred, appropriately accounted for, are allocable to the contract, and comply with the federal requirements as set forth in Title 23 United States Code (U.S.C.) Section 112(h)(2); 48 CFR Part 31.202-204; 23 CFR, Chapter 1, Part 172.11(a)(2); and all applicable state and federal rules and regulations.

Our financial management system has the following attributes:

- Account numbers identifying allowable direct, indirect, and unallowable cost accounts;
- Ability to accumulate and segregate allowable direct, indirect, and unallowable costs into separate cost
Local Assistance Procedures Manual

Exhibit 10-K

Consultant Annual Certification of Indirect Costs and Financial Management System

accounts;

- Ability to accumulate and segregate allowable direct costs by project, contract and type of cost;
- Internal controls to maintain integrity of financial management system;
- Ability to account and record costs consistently and to ensure costs billed are in compliance with FAR;
- Ability to ensure and demonstrate costs billed reconcile to general ledgers and job costing system; and
- Ability to ensure costs are in compliance with contract terms and federal and state requirements

Cost Reimbursements on Contracts:

I also understood that failure to comply with 48 CFR Part 16.301-3 or knowingly charge unallowable costs to Federal-Aid Highway Program (FAHP) contracts may result in possible penalties and sanctions as provided by the following:

- Sanctions and Penalties - 23 CFR Part 172.11(c)(4)
- False Claims Act - Title 31 U.S.C. Sections 3729-3733
- Statements or entries generally - Title 18 U.S.C. Section 1001
- Major Fraud Act - Title 18 U.S.C. Section 1031

All A&E Contract Information:

- Total participation amount $ 650,000 on all State and FAHP contracts for Architectural & Engineering services that the consultant received in the last three fiscal periods.
- The number of states in which the consultant does business in ONE.
- Years of consultant’s experience with 48 CFR Part 31 is ONE.
- Audit history of the consultant’s current and prior years (if applicable) ☐ Cognizant ICR Audit ☐ Local Gov’t ICR Audit ☐ Caltrans ICR Audit
  ☐ CPA ICR Audit ☐ Federal Gov’t ICR Audit

I, the undersigned, certify all of the above to the best of my knowledge and belief and that I have reviewed the Indirect Cost Rate Schedule to determine that any costs which are expressly unallowable under the Federal cost principles have been removed and comply with Title 21 U.S.C. Section 111(d)(2) 48 CFR Part 31, 23 CFR Part 172, and all applicable state and federal rules and regulations. I also certify that I understand that all documentation of compliance must be retained by the consultant. I hereby acknowledge that costs that are noncompliant with the federal and state requirements are not eligible for reimbursement and must be returned to Caltrans.

Name**: Murray Peters

Title**: President

Signature: [Signature]

Date of Certification (mm/dd/yyyy): 7-1-19

Email**: Murray.Peters@FirstChoiceVBE.com

Phone Number**: 916-765-0111

**An individual executive or financial officer of the consultant’s or subconsultant’s organization at a level no lower than a Vice President, Chief Financial Officer, or equivalent, who has authority to represent the financial information used to establish the indirect cost rate.

Note: Both prime and subconsultants as parties of a contract must complete their own Exhibit 10-K forms. Caltrans will not process local agency’s invoices until a complete Exhibit 10-K form is accepted and approved by Caltrans Audits and Investigations.

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March 2018
EXHIBIT 18-O1 CONSULTANT PROPOSAL DBE COMMITMENT

1. Local Agency: City of Sacramento
2. Contract DBE Goal: 8%
3. Project Description: Construction Management Services On-Call for Federal Projects
4. Project Location: Various
5. Consultant’s Name: Salter Associates, Inc.

<table>
<thead>
<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>
</tr>
</thead>
<tbody>
<tr>
<td>Construction Inspection and Administration</td>
<td>12487</td>
<td>Ghire Seid -- 2920 Geneva Rd, Suite 206, Roseville, CA 95661, 916-757-0705</td>
<td>3%</td>
</tr>
<tr>
<td>Labor Compliance and Construction Administration Support</td>
<td>43831</td>
<td>CASI - 180 S, First Street, Suite 10, Dixon, CA 95620 (707) 791-2203</td>
<td>3%</td>
</tr>
<tr>
<td>Public Relations and Outreach</td>
<td>34616</td>
<td>Lucy &amp; Co. - 1614 10th St, Sacramento, CA 95811 (916) 716 1866</td>
<td>2.6%</td>
</tr>
</tbody>
</table>

Local Agency to Complete this Section

11. TOTAL CLAIMED DBE PARTICIPATION: 8.5%

IMPORTANT: Identify all DBE firms being claimed for credit, regardless of legal/financial confirmation of each listed DBE firm.

8/11/19
Preparer's Signature
Robert Salter
707-249-8808
Preparer's Phone
President
Preparer's Title

DISTRIBUTION: Original – Included with consultant's proposal to local agency.
EXHIBIT 10-02 CONSULTANT CONTRACT DBE COMMITMENT

1. Local Agency: City of Sacramento
2. Contract DBE Goal: 8%
3. Project Description: Construction Management Services On-Call for Federal Projects
4. Project Location: Various
5. Consultant's Name: Salber Associates, Inc
6. Prime Certified DBE: ❑
7. Total Contract Award Amount: $4,000,000
8. Total Dollar Amount for ALL Subconsultants: $400,000
9. Total Number of ALL Subconsultants: 7

<table>
<thead>
<tr>
<th>10. Description of Work, Service, or Materials Supplied</th>
<th>11. DBE Certification Number</th>
<th>12. DBE Contact Information</th>
<th>13. DBE Dollar Amount</th>
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</thead>
<tbody>
<tr>
<td>Construction Inspection and Administration</td>
<td>12487</td>
<td>Chiaradalli - 2990 Lava Ridge Ct., #230, Roseville, CA 95661, 916-757-8006</td>
<td>$120,000</td>
</tr>
<tr>
<td>Labor Compliance and Construction Administration Support</td>
<td>43831</td>
<td>CASI - 180 S. First Street, Suite 10, Dixon, CA 95620 (707) 941-0203</td>
<td>$120,000</td>
</tr>
<tr>
<td>Public Relations and Outreach</td>
<td>34516</td>
<td>Lucy &amp; Co. - 1014 19th St, Sacramento, CA 95811 (510) 733-1185</td>
<td>$100,000</td>
</tr>
</tbody>
</table>

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: ________________

14. TOTAL CLAIMED DBE PARTICIPATION: $340,000
15. Preparer's Signature: ________________
16. Date: ________________
17. Preparer's Name: ________________
18. Phone: ________________
19. Preparer's Title: ________________

IMPORTANT: Identify all DBE firms being claimed for credit, regardless of the amount. Confirmation of each listed DBE is required.

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 or contract.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3850 or write Records and Forms Management, 1120 H Street, MS-99, Sacramento, CA 95814.
<table>
<thead>
<tr>
<th>1. Type of Federal Action:</th>
<th>2. Status of Federal Action:</th>
<th>3. Report Type:</th>
</tr>
</thead>
<tbody>
<tr>
<td>✓ a. contract</td>
<td>✓ a. bid/offer/application</td>
<td>✓ a. initial</td>
</tr>
<tr>
<td>b. grant</td>
<td>b. initial award</td>
<td>b. material change</td>
</tr>
<tr>
<td>c. cooperative agreement</td>
<td></td>
<td>For Material Change Only:</td>
</tr>
<tr>
<td>d. loan</td>
<td></td>
<td>year ______ quarter ________</td>
</tr>
<tr>
<td>e. loan guarantee</td>
<td></td>
<td>date of last report ______</td>
</tr>
<tr>
<td>f. loan insurance</td>
<td></td>
<td>__________________________</td>
</tr>
</tbody>
</table>

4. Name and Address of Reporting Entity
   - Prime ____________ Subawaardee ____________ 
   Tier _______ if known
   Congressional District, if known

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:
   Congressional District, if known

6. Federal Department/Agency:

7. Federal Program Name/Description:

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. 10)
    (last name, first name, MI)

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 12:
    (attach Continuation Sheet(s) if necessary)

16. Continuation Sheet(s) attached: Yes □ No □

17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of
    lobbying expenses was placed by the tier above when his transaction was made or entered into. This disclosure
    is required pursuant to 31 U.S.C. Section 1352. This information will be reported to Congress semi-annually 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.

Signature: __________________________
Print Name: Robert J. Salazar
Title: President
Telephone No.: 703-249-8801 Date: 8/1/19
Authorized for Local Reproduction
Standard Form - L.J.J.

Distribution: Orig.- Local Agency Project Files

LPP 13-01
Page 1
May 8, 2013

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EXHIBIT C
PROFESSIONAL SERVICES AGREEMENT

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]:


EXHIBIT D
PROFESSIONAL SERVICES AGREEMENT

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.**

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. If CITY terminates 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.

2. CITY shall pay CONTRACTOR the reasonable value of Services rendered by CONTRACTOR prior to termination; provided, however, CITY shall not in any manner be liable for lost profits that might have been made by CONTRACTOR had the Agreement not been terminated or had CONTRACTOR completed the Services required by this Agreement. In this regard, CONTRACTOR shall furnish to CITY such financial information as in the judgment of the CITY is necessary for CITY to determine the reasonable value of the Services rendered by CONTRACTOR. The foregoing is cumulative and does not affect any right or remedy that CITY may have in law or equity.
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) **Excess Insurance:** The minimum limits of insurance required above may be
satisfied by a combination of primary and umbrella or excess insurance coverage;
provided that any umbrella or excess insurance shall contain, or be endorsed to
contain, a provision that it shall apply on a primary basis for the benefit of the
CITY, and any insurance or self-insurance maintained by CITY, its officials,
employees, or volunteers shall be in excess of such umbrella or excess coverage
and shall not contribute with it.

(4) **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]

(5) **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  [check one] required for this Agreement.

If required, such coverage must be continued for at least 1 (one) 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 EXIGIS LLC  
P.O. Box 4668 ECM- #35050  
New York, NY 10168-4668

Insurance certificates also may be faxed to (888) 355-3599, or e-mailed to: certificates-sacramento@riskworks.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.

20. **Local Business Enterprise Participation Requirements.** If the Request for Qualifications or Request for Proposals issued for this Agreement included Local Business Enterprise Participation Requirements (the "LBE Requirements"), CONTRACTOR shall comply with the LBE Requirements, which are by this reference incorporated as if set forth fully herein. The LBE Requirements also can be viewed at:

    [http://www.cityofsacramento.org/Finance/Procurement/Standard-Agreements](http://www.cityofsacramento.org/Finance/Procurement/Standard-Agreements)
EXHIBIT E
PROFESSIONAL SERVICES AGREEMENT

ADDITIONAL REQUIREMENTS FOR SURVEYING, MATERIAL TESTING, AND INSPECTION SERVICES

Land surveying, material testing, and inspection services provided for a City 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:

1. **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.

   [Signature]

   Contractor Signature

2. **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 #: 1000018979

   Prior to the performance of Public Work by any subcontractor or subconsultant under this Agreement, Contractor shall furnish City the subcontractor or subconsultant’s current DIR registration number.
3. **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 to City staff 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.

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.

4. **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.

5. **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.

6. **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.
EXHIBIT F
CALIFORNIA DEPARTMENT OF TRANSPORTATION
ADDITIONAL CONTRACT PROVISIONS

A. This Agreement (hereafter the "Contract") shall begin on 10/22/2019, contingent upon approval from the State, and expire on December 31, 2022, 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 $4,000,000. 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

(Rev. 10/14/99)
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

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 /NA per month.
EXHIBIT G

SPECIAL PROVISIONS (ENGINEERING DESIGN)

1. Record Retention

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

2. Accuracy and Completeness

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

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

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

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

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

4. Sole Source Materials or Equipment

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

5. Documentation

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

6. Ownership of Documents

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

7. Copyrights

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

8. Changes in Work

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

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

All construction specifications prepared in accordance with this Agreement shall be submitted in final form to the City on 3.5" - diskette using "Word 6.0/95" or higher software in addition to the required paper copies.
This certificate is not to be construed as a business license or imply that the City of Sacramento has investigated, or approves or recommends, the holder of this certificate. Any representation to the contrary is fraudulent. (This certificate must be renewed within 30 days of expiration).
2019 Withholding Exemption Certificate

The payee completes this form and submits it to the withholding agent. The withholding agent keeps this form with their records.

Withholding Agent Information

Payee

Salaber Associates, Inc.

Payee Information

Salaber Associates, Inc.

84-2489183

180 J. First Street, #10

Dixon

Exemption Reason

Check only one box.

- 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&T) Code 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 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.

To learn about your privacy rights, how we may use your information, and the consequences for not providing the requested information, go to ffb.ca.gov/forms and search for 1131. To request this notice by mail, call 800.852.5711.

Under penalties of perjury, I declare that I have examined the information on this form, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. I further declare under penalties of perjury that if the facts upon which this form are based change, I will promptly notify the withholding agent.

Type or print payee’s name and title. Robert Salaber, president

Telephone: 707.249.8808

Date: 9/1/19

Page 100 of 106
W-9
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 blank.

Salabar Associates, Inc.

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

3. Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.
   - Individual/sole proprietor or single-member LLC
   - C Corporation
   - S Corporation
   - Partnership
   - Trust
   - Estate
   - Limited liability company. Enter the tax classification (C=Corporation, S=Corporation, P=Partnership)
   - Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is a single-member LLC, which is disregarded as a disregarded owner unless the owner of the LLC is another LLC that is disregarded by the owner for federal tax purposes. Otherwise, a single-member LLC that is disregarded by the owner should check the appropriate box for the tax classification of the owner.
   - Other (see instructions)

4. Exemptions (box only apply to certain entities; not individuals; see instructions or page 3).
   - Exempt payor code (if any) ______
   - Exemption from FATCA reporting (if any) ______
   - (Applies to accounts maintained outside the U.S.) ______

5. Address (number, street, and apt. or suite no.) (See Instructions) Requester’s name and address (optional)
   180 S. First Street, Suite 10
   Dixon, CA 95620

6. City, state, and ZIP code

7. Last account number(s) here (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 instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see What Name and Number To Give the Requester for guidelines on whose number to enter.

Social security number

or

Employer identification number

9 4 2 4 8 9 1 8 3

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(s) 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 Section 1250 property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not subject to backup withholding, but you must provide a correct TIN. See the instructions for Part II, later.

Sign Here
Signature of U.S. person

Date

9/11/09

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) 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), 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-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 1099-B (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (Tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

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," later.
CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 09-12-2019

GROUP: 
POLICY NUMBER: 9045812-2019
CERTIFICATE ID: 97
CERTIFICATE EXPIRES: 02-01-2020
02-01-2020/02-01-2020

CITY OF SACRAMENTO
PO BOX 4688
NEW YORK NY 10163-4688

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 30 days advance written notice to the employer.

We will also give you 30 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any renewal, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions of such policy.

Kurt R. Raif President and CEO
Authorized Representative

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: $1,000,000 PER OCCURRENCE.

ENDORSEMENT #0015 ENTITLED ADDITIONAL INSURED EMPLOYER EFFECTIVE 2014-03-01 IS ATTACHED TO AND FORMS A PART OF THIS POLICY. NAME OF ADDITIONAL INSURED:
CITY OF SACRAMENTO

ENDORSEMENT #2085 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 09-11-2019 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

ENDORSEMENT #2707 ENTITLED WAIVER OF SUBROGATION EFFECTIVE 2019-03-01 IS ATTACHED TO AND FORMS A PART OF THIS POLICY. THIRD PARTY NAME:
CITY OF SACRAMENTO

ENDORSEMENT #1851 - ROBERT SALABER JR. PRESIDENT - EXCLUDED.
ENDORSEMENT #1851 - ROBERT S. LORUSSO VICEPRES - EXCLUDED.
ENDORSEMENT #1851 - ROBERT LOUIS SALABER SR T - EXCLUDED.
ENDORSEMENT #1851 - MICHAEL VANOVER S - EXCLUDED.

EMPLOYER

SALABER ASSOCIATES, INC.
11025 TRADE CENTER DR STE 120
RANCHO CORDOVA CA 95670

PRINTED: 09-12-2019
ENDORSEMENT AGREEMENT
WAIVER OF SUBROGATION

EFFECTIVE MARCH 1, 2019 AT 12:01 A.M.
AND EXPIRING MARCH 1, 2020 AT 12:01 A.M.

SALABER ASSOCIATES, INC.
11025 TRADE CENTER DR STE 120
RANCHO CORDOVA, CA 95670

ANYTHING IN THIS POLICY TO THE CONTRARY NOTWITHSTANDING,
IT IS AGREED THAT THE STATE COMPENSATION INSURANCE FUND
WAIVES ANY RIGHT OF SUBROGATION AGAINST,

CITY OF SACRAMENTO

WHICH MIGHT ARISE BY REASON OF ANY PAYMENT UNDER THIS
POLICY IN CONNECTION WITH WORK PERFORMED BY,

SALABER ASSOCIATES, INC.

IT IS FURTHER AGREED THAT THE INSURED SHALL MAINTAIN
PAYROLL RECORDS ACCURATELY SEGREGATING THE REMUNERATION
OF EMPLOYEES WHILE ENGAGED IN WORK FOR THE ABOVE
EMPLOYER.

IT IS FURTHER AGREED THAT PREMIUM ON THE EARNINGS OF SUCH
EMPLOYEES SHALL BE INCREASED BY 03%.

NOTHING IN THIS ENDORSEMENT SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND
ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS POLICY
OTHER THAN AS ABOVE STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE
HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR
LIMITATIONS IN THIS ENDORSEMENT.

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO: FEBRUARY 22, 2019

AUTHORIZED REPRESENTATIVE

PRESIDENT AND CEO

2570
CERTIFICATE OF LIABILITY INSURANCE

PRODUCER
Desalery, Renton & Associates
P. O. Box 12075
Oakland, CA 94604
Lic. # 0020739

INSURED
Salaber Associates, Inc.
180 South First Street, Suite 10
Dixon CA 95620

INSURER
A: Hartford Casualty Insurance Co. 29424
B: Sentinel Insurance Co, LTD 11000
C: U.S. Specialty Insurance Company 29599
D: 
E: 
F: 

COVERAGE
CERTIFICATE NUMBER: 126072754
REVISION NUMBER:

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 CLAIM.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 145, Additional Remarks Schedule, may be attached if more space is required):

The City of Sacramento, its officials, employees and volunteers, shall be named Additional Insureds as regards General and Automobile Liability arising out of: activities performed by or on behalf of Contractor, its sub-consultants, its sub-consultants, products and completed operations of Contractor, and premises owned, leased, or otherwise under the Contractor's control. This insurance coverage includes waiver of subrogation per the attached endorsement(s).

30 Day Notice of Cancellation

CERTIFICATE HOLDER
City of Sacramento
22 EXAIRS LLC
PO Box 4906 EECM-ID3090
New York NY 10166-4968

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

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ACORD 25 (2014/01)
The ACORD name and logo are registered marks of ACORD
ADDITIONAL COVERAGES BY WRITTEN CONTRACT, AGREEMENT OR PERMIT

This is a summary of the coverage provided under the following form (complete form available):

BUSINESS LIABILITY COVERAGE FORM SS 00 08 04 05

Additional Insured When Required by Written Contract, Written Agreement or Permit

WHO IS AN INSURED under Section C. is amended to include as an additional insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(a) In the performance of your ongoing operations;
(b) In connection with your premises owned by or rented to you; or
(c) In connection with "your work" and included within the "products completed operations hazard", but only if
   (i) The written contract or written agreement requires you to provide such coverage to such additional insured; and
   (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products completed operations hazard".

The person(s) or organization(s) are additional insureds when you have agreed, in a written contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under the provision only for that period of time required by the contract, agreement or permit.

With respect to the insurance afforded to the additional insured, this insurance does not apply to: "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:

(a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specification; or
(b) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds are described in Section D. Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section E. Liability And Medical Expenses General Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

When You Add Others As An Additional Insured To This Insurance: That is other insurance available to an additional insured. However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract: This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.
(b) Primary And Non-Contributory To Other Insurance When Required By Contract: If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.
Paragraphs (a) and (b) do not apply to other insurance to which the additional insured has been added as an additional insured.

c. Method Of Sharing
If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

Waiver of Subrogation
If you have waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided you waived your rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

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HIRED AUTO AND NON-OWNED AUTO

B. With respect to the operation of a "non-owned auto", WHO IS AN INSURED is replaced by the following: The following are "insureds":

d. Anyone liable for the conduct of an "insured", but only to the extent of that liability