

RESOLUTION NO. 2021-0160

Adopted by the Sacramento City Council

June 1, 2021

Accept Grant Funds, Budgetary Adjustments, and Execute Consultant Services for the Commercial Corridors Transportation Plans (S15184100)

BACKGROUND

- A. City staff applied for and received a Caltrans Sustainability Communities Transportation Planning Grant to conduct a comprehensive complete streets plan for two major corridors in the city, each with large commercial and retail land uses. Northgate Boulevard (Highway 80 to Del Paso Boulevard) and Freeport Boulevard (Sutterville Road to Blair Avenue) are the selected corridors.
- B. On December 1, 2020, staff released a Request for Proposals (RFP) to provide assistance to City staff for the Commercial Corridors Transportation Plans.
- C. A pre-proposal meeting was held on December 8, 2020, and proposals were due January 15, 2021. Two proposals were received and both teams were interviewed on February 10, 2021.
- D. MIG Inc. was chosen as the preferred firm. Scope negotiations began on March 9, 2021 and concluded with the mutual satisfaction of both parties. The professional services to be performed by MIG, Inc. will include:
 - Project management
 - Existing conditions and Data Collection
 - Public Outreach and Stakeholder Participation
 - Alternatives Development with a specific focus on safety and mobility
 - Implementation including cost estimates and production final documents

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

- Section 1. The City Manager or the City Manager's designee is authorized to accept grant funds from the California Department of Transportation (Caltrans) to develop the Commercial Corridors Transportation Plans for Northgate Boulevard and Freeport Boulevard.
- Section 2. The City Manager or the City Manager's designee is authorized to increase the revenue and expenditure budgets in the Vision Zero Safety Program (S15184100) in the amount of \$459,048 (Other Capital Grants, Fund 3704) to support the completion of the Commercial Corridors Transportation Plans.
- Section 3. The City Manager or the City Manager's designee is authorized to execute a Professional Services Agreement with MIG, Inc. for the Commercial Corridors Transportation Plans for an amount not to exceed \$499,935.

Table of Contents:

Exhibit A - Caltrans Award Letter

Exhibit B - Agreement with MIG, Inc.

Adopted by the City of Sacramento City Council on June 1, 2021, by the following vote:

Ayes: Members Ashby, Guerra, Harris, Loloee, Schenirer, Valenzuela, Vang, and Mayor Steinberg

Noes: None

Abstain: Member Jennings

Absent: None

Attest:

Mindy Cuppy Digitally signed by Mindy Cuppy
Date: 2021.07.23 13:56:26
-07'00'
Mindy Cuppy, City Clerk

The presence of an electronic signature certifies that the foregoing is a true and correct copy as approved by the Sacramento City Council.

DEPARTMENT OF TRANSPORTATION**DIVISION OF TRANSPORTATION PLANNING**

P.O. BOX 942874, MS-32
 SACRAMENTO, CA 94274-0001
 PHONE (916) 654-2596
 FAX (916) 653-0001
 TTY 711
 www.dot.ca.gov



*Making Conservation
 a California Way of Life.*

June 18, 2020

Mr. Ryan Moore
 Interim Public Works Director
 City of Sacramento
 915 I Street, Suite 200
 Sacramento, CA 95814

Dear Mr. Moore:

On behalf of the California Department of Transportation (Caltrans), Division of Transportation Planning, we are pleased to offer congratulations to the City of Sacramento for the recent award of the following Sustainable Transportation Planning grant:

Road Maintenance and Rehabilitation Account - Sustainable Communities	
Grant Fiscal Year	2020-21
Grant Title	Sacramento Commercial Corridor Safety and Mobility Plans
Grantee	City of Sacramento
Sub-Recipient(s)	No Sub-Recipient
Grant Award	\$509,048
In-Kind/Cash Local Match*	\$65,953
Total Project Cost	\$575,000
Grant Expiration	February 28, 2023 - time extensions are not allowed
Final Invoice Due	April 28, 2023

*Local Match amount must meet the minimum grant requirement. The final contractually agreed upon Local Match and Fund Source are located on the Grant Application Cover Sheet and Project Timeline. Any change to the Local Match amount or Local Match fund source will require an Amendment.

Next Steps

- The Caltrans District Grant Manager will schedule a Conditional Award Teleconference, with your agency soon.
 - A list of conditions and project revisions necessary to accept grant funding will be provided at this meeting as well as a follow-up email outlining the discussion.
- The required conditions must be submitted to the Caltrans District Grant Manager no later than July 17, 2020.
 - Failure to satisfy these conditions will result in the forfeiture of grant funds.
- The Caltrans District Grant Manager will review and approve all items required to fulfill the Conditions of Grant Acceptance outlined in the teleconference and follow-up email.
- Once the required conditions are met and agreements in place, the Caltrans District Manager will:
 - Send a Notice to Proceed letter (for MPO/RTPAs, this will happen after the OWP/OWPA formal amendment is processed). **Grant work cannot begin until the Notice to Proceed letter is received by your agency.**
 - Coordinate and schedule a grant kick-off meeting with your agency.

If you have questions concerning your Conditional Grant Award, please contact Ben Garcia, Caltrans District 3 Liaison via email at Benjamin.Garcia@dot.ca.gov.

Sincerely,

Electronically signed by Erin Thompson

ERIN THOMPSON
Chief, Office of Regional Planning

c: Drew Hart, Program Analyst, City of Sacramento
David Smith, Acting South Office Branch Chief, Caltrans District 3
Ben Garcia, Regional Planning Liaison, Caltrans District 3
Brenda Hernandez Caruso, Transportation Planner, Caltrans Headquarters

CONTRACT ROUTING SHEET

Contract Cover/Routing Form: Must Accompany ALL Contracts; however, it is NOT part of the contract.

General Information (Required)

Original Contract # (supplements only): _____ Supplement/Addendum #: _____
Assessor's Parcel Number(s): _____
Contract Effective Date: 06/01/2021 Contract Expiration Date (if applicable): 06/30/2023
\$ Amount (Not to Exceed): \$ 499,934.81 Adjusted \$ Amount (+/-): \$ 0.00
Other Party: MOORE IACOFANO GOLTSMAN, INC.
Project Title: COMMERICAL CORRIDORS TRANSPORTATIONS PLANS
Project #: S15184110 Bid/RFQ/RFP #: P21151131005
City Council Approval: YES if YES, Council File ID#: 2021-00579

Contract Processing Contacts

Department: Public Works Project Manager: LESLIE MANCEBO
Contract Coordinator: RAQUEL GONZALEZ Email: RAGonzalez@cityofsacramento.org

Department Review and Routing

Contracts: Raquel Gonzalez 05/10/2021
Project Manager: Leslie Mancebo
Supervisor: Jennifer Donlon Wyant
Division Manager: DPedrosolan
Dept Review: [Signature]



Construction Related



ACM Signature Needed

Special Instruction/Comments (i.e. recording requested, other agency signatures required, etc.)



2021-0580

-----FOR CLERK & IT DEPARTMENTS ONLY – DO NOT WRITE

/ THIS LINE-----



CONTRACT #:
CONTRACT NAME: **Commercial Corridors Transportation Plans**
CONTRACT PROJECT #: S15184110
DEPARTMENT: Public Works
DIVISION: Transportation

CITY OF SACRAMENTO

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

THIS CONTRACT is made at Sacramento, California, by and between the **CITY OF SACRAMENTO**, a charter city and municipal corporation ("CITY"), and

Moore Iacofano Goltsman, Inc.
800 Hearst Ave, Berkeley, CA 94710-2018
Phone: 510.514.8826 / E-mail: RDhody@migcom.com

("CONTRACTOR"), as of the Effective Date, as defined below.

The City and Contractor agree as follows:

1. **Effective Date.** This Contract shall be effective beginning June 1, 2021.
2. **Contract Documents.** All exhibits and documents attached or referred to in this Contract are incorporated as if set forth herein, including Exhibit A (titled "Scope of Services") and Exhibit B (titled "Payment").

If there is a conflict between the terms and conditions of any document prepared or provided by the Contractor and made a part of this Contract and the other terms or conditions of the Contract, the other terms and conditions of the Contract control.

3. **Services.** Subject to the terms and conditions set forth in this Contract, CONTRACTOR shall provide to CITY the services described in Exhibit A ("Services").

CONTRACTOR will not be compensated for services outside the scope of Exhibit A ("Additional Services") unless, before providing Additional Services: (a) CONTRACTOR notifies CITY and CITY agrees that the Additional 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 Contract specifying the Additional Services and the amount of additional compensation to be paid Contractor.

CITY will have no obligations whatsoever under this Contract or any Supplemental Contract, unless and until this Contract or any Supplemental Contract is approved by the City as required by the Sacramento City Code. As used in this Contract, the term "Services" includes both Services and Additional Services as applicable.

4. **Payment.** CITY shall pay CONTRACTOR at the times and in the manner set forth in Exhibit B. CONTRACTOR shall submit all invoices to CITY in the manner specified in Exhibit B.
5. **Facilities and Equipment.** Except as set forth below, CONTRACTOR shall, at its sole cost and expense, furnish all facilities and equipment required for CONTRACTOR to perform this Contract. CITY shall furnish to CONTRACTOR only the facilities and equipment listed below, if any.
6. **Insurance.** Contractor shall, at its sole cost and expense, maintain the insurance coverage described in the attached Exhibit C.
7. **General Conditions.** Contractor shall comply with the terms and conditions set forth in the attached Exhibit D.
8. **Additional Requirements for Surveying, Material Testing, and Inspection Services.** If this Contract 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.
9. **Non-Discrimination in Employee Benefits.** This Contract may be subject to Sacramento City Code chapter 3.54, Non- Discrimination in Employee Benefits by City Contractors. A summary of the requirements, entitled "Requirements of the Non-Discrimination in Employee Benefits Code (Equal Benefits Ordinance)," can be viewed at:
<https://www.cityofsacramento.org/Finance/Procurement/Contract-Ordinances>.

Contractor acknowledges and represents that Contractor has read and understands the requirements and shall fully comply with all applicable requirements of Sacramento City Code chapter 3.54. If requested by City, Contractor shall promptly provide any documents and information required by City to verify Contractor's compliance.

Contractor's violation of Sacramento City Code chapter 3.54 constitutes a material breach of this Contract, for which the City may terminate the Contract and pursue all available legal and equitable remedies.

10. **Considering Criminal Conviction Information in the Employment Application Process.** This Contract 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, entitled "Ban-The-Box Requirements," can be viewed at:

<https://www.cityofsacramento.org/Finance/Procurement/Contract-Ordinances>.

The Ban-The-Box Requirements are applicable to certain contracts with the City in an amount of \$250,000 or more (either initial value or total value after amendment) or if the total value of all Contractor's contracts with the City is \$250,000 or more over a 12-month period.

Contractor acknowledges and represents that Contractor has read and understands these requirements and shall fully comply with all applicable requirements of Sacramento City Code chapter 3.62. If requested by City, Contractor shall promptly provide any documents and information required by City to verify Contractor's compliance. Contractor shall require applicable 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.

Contractor's violation of Sacramento City Code chapter 3.62 constitutes a material breach of this Contract, for which the City may terminate the Contract and pursue all available legal and equitable remedies.

11. **Local Business Enterprise Program.** The Local Business Enterprise Program Participation Requirements ("LBE Participation Requirements") may be applicable to this Contract. A summary of the requirements, entitled "LBE Participation Requirements," can be viewed at:

<https://www.cityofsacramento.org/Finance/Procurement/Contract-Ordinances>.

Contractor acknowledges and represents that Contractor has read and understands these requirements and shall fully comply with all applicable requirements of Sacramento City Code chapter 3.60. If requested by City, Contractor shall promptly provide any documents and information required by City to verify Contractor's compliance. Contractor shall require applicable subcontractors to fully comply with all applicable requirements of Sacramento City Code chapter 3.60 and include these requirements in all subcontracts covered by Sacramento City Code chapter 3.60.

Contractor's violation of Sacramento City Code chapter 3.60 constitutes a material breach of this Contract, for which the City may terminate the Contract and pursue all available legal and equitable remedies.

12. **Authority.** The person signing this Contract for CONTRACTOR represents and warrants that he or she has read, understands, and agrees to all the Contract terms and is fully authorized to sign this Contract on behalf of the CONTRACTOR and to bind the CONTRACTOR to the performance of the Contract's obligations.

[Signature Pages Follow Exhibits]

EXHIBIT A

SCOPE OF SERVICES

1. Representatives.

The CITY Representative for this Agreement is:

Leslie Mancebo / Project Manager
915 I Street, Sacramento, CA 95814
Phone: 916.808.5581 / E-mail: LMancebo@cityofsacramento.org

The CONTRACTOR Representative for this Agreement is:

Rishi Dhody / Project Manager
800 Hearst Ave, Berkeley, CA 94710-2018
Phone: 510.514.8826 / E-mail: RDhody@migcom.com

Unless otherwise provided in this Contract, all Contractor questions and correspondence pertaining to this Contract must be addressed to the City Representative. All City questions and correspondence must be addressed to the Contractor Representative.

2. **Scope of Services.** Contractor shall provide Services to City as set forth in Attachment 1 to this Exhibit A.
3. **Time of Performance.** The Services described in this Contract shall be provided for through June 30, 2023. Contractor shall provide the Services in accordance with any schedule in Attachment 1 to this Exhibit A. Contractor shall immediately notify the City if Contractor is unable to make delivery of Goods or perform Services in compliance with this Contract.
4. **Conflict of Interest Requirements.** The individual(s) who will provide Services pursuant to this Contract are "Consultants" within the meaning of the Political Reform Act and the City's Conflict of Interest Code: ____ yes __XX__ no [check one]

Contractor shall cause the following to occur within 30 days after execution of this Contract:

- (A) Identify the individuals who will provide Services or perform Work under this Contract as "Consultants"; and
- (B) 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 Contract, 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 Contract or impose fines on the individuals until all required statements are filed.

3/30/2021

City of Sacramento

Commercial Corridors Transportation Plans

WORK PLAN

The MIG Team's Work Plan builds from the City's task structure identified in the RFP and presents a detailed, logical series of phases and tasks, with information from each step creating the foundation for the next step. Our approach will ensure that the City has a creative, economically feasible, and sustainable strategy for ensuring the Northgate Boulevard and Freeport Boulevard corridors can revitalize so both can become dynamic, successful, and safe corridors for the community. Our approach intentionally and genuinely includes an inclusive, community-centered outreach and engagement process to ensure we are fully reaching all members of our communities as we develop planning and design solutions. This includes specific events and activities towards traditionally under-represented communities, local and minority-owned businesses, local workers, and the primary users of these two important corridors.

For this project to be a success, City staff must be a key partner throughout the entire process. We envision a close working relationship with City staff throughout this project. In turn, our process is organized around key deliverables and milestones, allowing adequate review and comment time for both the community/stakeholders and City staff.

This project includes the following two areas, which are collectively referred to as the "Study Corridors:"

- Northgate Boulevard from Interstate 80 to Del Paso Boulevard
- Freeport Boulevard from Sutterville Road to Blaire Avenue

TASK 1 – PROJECT MANAGEMENT

TASK 1.1 Project Initiation Meeting

The MIG Team will meet with City Staff for a Project Initiation Meeting (virtual) to refine the work program, schedule, and deliverables, and to confirm overall project objectives and the structure for the planning process. This meeting will include an interactive discussion with City staff about the project boundaries; key

assets, opportunities, and challenges; and vision for both Study Corridors; and the overall public and stakeholder engagement process. We developed a draft 21-month Project Schedule that outlines our proposed approach and phasing. The schedule provides opportunities for community and City staff review and comments on each major milestone deliverable. This process will allow for the efficient review of materials while also ensuring the project remains on schedule.

- Participation in Project Initiation Meeting (virtual) up to five MIG Team members for Northgate Boulevard.
- Refined Work Program and Schedule. (PDF)
- Participation in Project Initiation Meeting (virtual) up to five MIG team members for Freeport Boulevard.
- Refined Work Program and Schedule. (PDF)

TASK 1.2 Project Management Meetings

MIG Team's Project Manager will coordinate with the City's designated Project Managers for each corridor throughout the duration of the project. This task includes ongoing project management, coordination calls and emails, bi-monthly conference calls, team meetings (virtual), interagency field review, and other project-related meetings. The MIG Team will participate in monthly meetings (virtually) with the City's Project Managers. These meetings will be planned on alternative weeks, so the MIG Team has the opportunity to check-in with the City twice a month for each Study Corridor.

- Participation in bi-monthly meetings (virtual) with Northgate Boulevard Project Manager for a total of 20 meetings.
- Participation in bi-monthly meetings (virtual) with Freeport Boulevard Project Manager with a total of 20 meetings.

TASK 1.3 Monthly Progress Reports and Invoices

The MIG Team will provide monthly progress reports to both City Project Managers that include the status of milestone products, the project budget, and the overall schedule.

- Monthly Progress Reports and Invoices. (PDF)

TASK 1.4 Meeting Agendas and Summary Notes

MIG Team will prepare agendas and concise summaries for each meeting. The summaries will be compilations of key ideas, strategies, and decisions and are not intended to be verbatim dictations. The MIG Team will provide each summary within one week after each meeting or workshop.

- Draft and Final Meeting Agendas for Northgate Boulevard. (PDF)
- Concise Meeting and Workshop Summaries for Northgate Boulevard. (PDF)
- Draft and Final Meeting Agendas for Freeport Boulevard. (PDF)
- Concise Meeting and Workshop Summaries for Freeport Boulevard. (PDF)

TASK 2 – REVIEW OF PREVIOUS STUDIES

TASK 2.1 Summarize Key Findings

The MIG Team will gather information from the City and other public agencies (e.g., Sacramento County, SacRT, SACOG, SHRA) and review existing studies and documents to ensure a common understanding of the project context. The materials will include (but are not limited to) the Sacramento 2035 General Plan (2015), the current draft Sacramento 2040 General Plan components (2021), Sacramento Bicycle Master Plan (2018), Sacramento Pedestrian Master Plan (2006), Sacramento Pedestrian Crossing Guidelines (2014), Gardenland-Northgate Strategic Neighborhood Action Plan (2003), and Land Park Community Plan (2015).

Based on our review, we will prepare a list of identified goals and strategies from these parallel processes and/or adopted planning documents. We will compile this list into a Goals and Policies Framework document that will include previously identified (and still relevant) vision, goals, design solutions, strategies, and implementation measures. A critical element will be to present a summary of how the emerging 2040 General Plan Update affects the potential designs for both corridors. To this end, this task also includes budget for one meeting (virtual) with the General Plan Update team to discuss traffic modeling and how their process will dovetail with analysis conducted under this project. We assume that the City will provide one set of consolidated, non-conflicting comments.

- Goals and Policies Framework for Northgate Boulevard. (Word/PDF)
- Goals and Policies Framework for Freeport Boulevard. (Word/PDF)

TASK 3 – EXISTING CONDITIONS AND DATA COLLECTION

TASK 3.1 Existing Operations Analysis

The MIG Team will collect data and analyze existing operations along both Study Corridors. This will include collecting two key data points: turning counts during the AM and PM peaks; and speed counts. We will collect turning counts and pedestrian/bicyclist volumes during one typical Tuesday, Wednesday, or Thursday from 7-9 am and 4-6 pm. Count locations will include all signalized intersections (for a total of 18 locations). Lastly, we will also collect speed counts at two locations along each corridor on one weekday during the times when there is less traffic and drivers are more likely to be speeding – during a weekday midday and weekday evening.

To calibrate the 2021 counts to non-pandemic conditions, we expect the City to have gathered count data at a comparable corridor outside the downtown core both before and during the pandemic. The difference in volumes can be used as a proxy for how much traffic has dropped on the commercial corridors. Instead of simply applying the percent difference to 2021 traffic counts, we suggest using a factor slightly less than 100 percent traffic replacement, since many predict it will be a long time before traffic goes back to pre-pandemic levels. This affords an opportunity to rethink street space while volumes are low.

We will summarize the traffic, parking, and speed data information in a series of graphics for use in presentations. It is assumed that the City will provide one set of consolidated, non-conflicting comments.

- Summary of data collection methodology and traffic, parking, and speed data information in a series of graphics for Northgate Boulevard. (PPT/PDF)
- Summary of data collection methodology and traffic, parking, and speed data information in a series of graphics for Freeport Boulevard. (PPT/PDF)

TASK 3.2 Base Mapping

The MIG Team will use City and County GIS data, Urban Footprint, and other data to create base mapping for both Study Corridors. The maps will include transportation infrastructure, building footprints, parcel lines, public ROW, and utilities. The maps will also include data such as land uses, roadway configuration including a number of travel lanes, types of medians, bike lanes, parking lanes, locations where parking spaces back out onto the Study Corridor, sidewalks and sidewalk gaps, crosswalks, gaps in ADA accessibility, pedestrian signals, collision data, and trip generators. The MIG Team will create and submit to the City a data inventory list for GIS shapefiles and relevant documents. The City will review and provide the MIG Team with the most up-to-date GIS data to develop a series of base maps and identify additional data as part of this task.

We will also conduct onsite analysis to study the existing conditions of the project area and the immediate surrounding context, including land use and the overall character of the corridor in Task 3.6. The site visits for both the Study Corridors will help to identify key issues, constraints, and opportunities; document existing site conditions; and identify the logical segments of the Study Corridors that will be used throughout the study.

The MIG Team will create a Draft Existing Conditions Summary memorandum and submit it to the City for review. It is assumed that the City will provide one set of consolidated, non-conflicting comments.

- Create a data inventory list comprising of GIS and aerial imagery. (Email)

- Project Base Map. (PDF/PPT)
 - Existing conditions mapping, including existing transportation infrastructure, parcel lines, building footprints, public ROW. (GIS/PPT/PDF)
 - Log of site photographs of existing conditions. (PPT/PDF)
-
- Existing conditions summary memorandum for Northgate Boulevard. (PPT/PDF)
 - Provide graphic materials to the City for conducting walk/bike audits. (PDF/JPEG/PPT)
-
- Existing conditions summary memorandum for Freeport Boulevard. (PPT/PDF)
 - Provide graphic materials to the City for conducting walk/bike audits. (PDF/JPEG/PPT)

TASK 3.3 Collision Analysis

The MIG Team will use SWITRS data from UC Berkeley to update Vision Zero crash data for all users. We expect to be able to use the City's Vision Zero Action Plan data as a starting point. We will overlay a map of crash locations by severity with transportation infrastructure and land use to create a "hot spot analysis" to examine characteristics of locations with high rates of crashes involving people walking and bicycling, with particular attention to hot spots near schools, senior centers, or bus stops. This analysis will be summarized in a series of maps. We will also review Police-reported primary crash factors and/or movements preceding the crash to better understand why the crash happened.

Safety near schools is of particular importance. Our crash analysis will hone in on school locations to identify infrastructure and programmatic countermeasures that can improve school transportation safety.

The MIG Team will create a summary memorandum of this information and submit it to the City for review. It is assumed that the City will provide one set of consolidated, non-conflicting comments.

- Create summary data of collision analysis including analysis methodology and maps of "hot spots" for Northgate Boulevard.
- Examine crash characteristics around key sites on Northgate Boulevard.
- Create summary data of collision analysis including analysis methodology and maps of "hot spots" for Freeport Boulevard.
- Examine crash characteristics around key sites on Freeport Boulevard.

TASK 3.4 Partially-or Fully Funded Future Projects

While this is a transportation project, the MIG Team would like to develop an understanding of parallel efforts to help identify future activity nodes and the potential to "pack" projects for funding. We will want to know about projects that are at least partially funded affecting the corridors – these might include capital projects (e.g., new signals), maintenance efforts (e.g., roadway resurfacing), and/or approved developments. We will map these projects so they can be referenced throughout the project. It is assumed that the City will provide one set of consolidated, non-conflicting comments. (Word/PDF)

- Up to one graphical map for Northgate Boulevard identifying partially-or fully funded projects around the Study Corridor.
- Up to one graphical map for Freeport Boulevard identifying partially-or fully funded projects around the Study Corridor.

TASK 3.5 Transit Operations

The MIG Team will map boardings and alightings for a typical weekday and Saturday and prepare an inventory of stop amenities. We will host a virtual walk through each corridor with SacRT staff to understand the corridor from the operator perspective. We will also want to know if there are planned changes to stops or stop amenities. It is assumed that the City will provide one set of consolidated, non-conflicting comments.

- Summary of transit operations on Northgate Boulevard. (Word/PPT/PDF)
- Summary of transit operations on Freeport Boulevard. (Word/PPT/PDF)

TASK 3.6 Walking/Bicycle Audits

The MIG Team will complete a field review of the corridor to identify issues and opportunities related to bicycle and pedestrian travel, intersection operations, and traffic behavior (e.g., driver aggressiveness, travel speed, etc.). Up to two members from MIG's team will visit the site and perform a field review for this task.

The scope assumes the City will be responsible for conducting walk/bike audits with the community. The MIG Team will help support City staff by providing graphic materials for the walk/bike audits. These graphics will be part of the existing conditions mapping prepared in Task 3.2. The City will share the final summary of the walk audit report to include in the final summary prepared by MIG Team.

- Graphic materials for City staff to use to conduct Walk/Bike Audits for Northgate Boulevard. (PDF/JPEGS/PPT)
- Participation in up to two MIG Team members for walk/bike audits for Northgate Boulevard.
- A concise summary of the field review will also include a summary of information received from the City for Northgate Boulevard. (PDF/Word)
- Graphic materials for City to conduct Walk/Bike Audits for Freeport Boulevard. (PDF/JPEGS/PPT)
- Participation in up to two MIG Team members for walk/bike audits for Freeport Boulevard.
- A concise summary of the field review will also include a summary of information received from the City for Freeport Boulevard. (PDF/Word)

TASK 3.7 Prepare a Summary Presentation

After assessing the existing conditions, the MIG Team will develop an Existing Conditions Summary presentation that clearly and concisely summarizes the work completed during Tasks 3.1–3.6. This will be a comprehensive inventory and analysis of the Study Corridor conditions that will set the context for future safety and mobility improvements. The summary will consist of narratives, maps, tables, and other illustrative graphics identified in collaboration with the City. We will create up to three prototypical cross-sections/plan views for each corridor that illustrates different existing conditions along the Study Corridor. The summary will be prepared in PowerPoint, which will allow for a highly visual and concise document that is easily understood by the community and accessible in a digital format with accompanying technical appendices.

We will host a project team charrette (virtual) to review the draft summary and discuss existing conditions, constraints, and opportunities for each of the Study Corridors. Discussion from the charrette will be used to refine the draft Existing Conditions Summary and help inform the development of corridor alternatives. The final summary will also be used during meetings and stakeholder engagement. It is assumed that the City will provide one set of consolidated, non-conflicting comments.

- Up to eight existing conditions maps and up to three prototypical existing cross-sections/plan views for Northgate Boulevard. (Illustrator/PDF/PPT)
 - Draft Existing Conditions Summary for Northgate Boulevard. (PPT/PDF)
 - Final Existing Conditions Summary for Northgate Boulevard. (PPT/PDF)
-
- Up to eight existing conditions maps, up to three prototypical existing cross-sections/plan views for Freeport Boulevard. (Illustrator/PDF/PPT)
 - Draft Existing Conditions Summary for Freeport Boulevard. (PPT/PDF)
 - Final Existing Conditions Summary for Freeport Boulevard. (PPT/PDF)

TASK 4 – PUBLIC OUTREACH AND STAKEHOLDER PARTICIPATION

TASK 4.1 Comprehensive Engagement Plans

The MIG Team will develop Comprehensive Engagement Plans in collaboration with City staff and community partners to define the outreach and engagement approach for both the Study Corridors. The plans will include outreach goals, identify target audiences, identify outreach methods, and include an engagement schedule. This includes identifying a list of stakeholders, key individuals, and groups sourced from stakeholder partners and City agencies. As part of this task, we will create a project identity that brands the process for the community.

MIG will submit a concise outreach plan for City to review. It is assumed that the City will provide one set of consolidated, non-conflicting comments on the Outreach Plan.

- Comprehensive Outreach Plan for Northgate Boulevard. (Word/PDF)
- Comprehensive Outreach Plan for Freeport Boulevard. (Word/PDF)

TASK 4.2 Develop Outreach Materials

The MIG Team will develop a range of community outreach and engagement materials as part of this project. These materials include an updateable template for a Fact Sheet and Frequently Asked Questions sheet to include key project information, goals, timeline, anticipated questions; develop an updateable template for promotional paper and digital flyers for print and digital distribution, and a social media graphics for distribution on City and partner social media accounts; create posters and materials that present visualized existing conditions and street alternatives for use by partners and City staff at events, meetings, and workshops; develop and provide materials and text that the City and partners can post on their websites and social media accounts. Outreach materials will be in multiple languages when appropriate. Outreach material development will be informed by our discussions with CBO's and stakeholders to ensure that they are produced in a manner that is conducive to the local resident population.

The MIG Team will work with the City staff to develop a project title, color scheme, and logo that can be used consistently throughout all outreach materials and project website. It is assumed that the City will provide one set of consolidated, non-conflicting comments on the various draft outreach materials. We also assume that the City will be responsible for creating, producing, and mailing mailers for community events. The City will also create and finalize the mailing list with addresses. MIG Team will help provide content such as graphics for this effort.

- Prepare outreach materials such as posters, flyers, and postcards for print and digital distribution for Northgate Boulevard. (PDF)
- Project Fact Sheet and FAQs for Northgate Boulevard. (Word/PDF)
- Prepare outreach materials such as posters, flyers, and postcards for print and digital distribution for Freeport Boulevard. (PDF)
- Project Fact Sheet and FAQs for Freeport Boulevard. (Word/PDF)

TASK 4.3 Engagement Program

The MIG Team has proposed four key milestones of community engagement:

1. Stakeholder Meetings/Interviews
2. Existing Conditions/Visioning – Workshop and Surveys
3. Design Alternatives -Workshop and Surveys
4. Preferred Alternative - Workshop

To lay the groundwork of community understanding, the MIG Team will conduct up to five stakeholder interviews with key business owners, community leaders, and decision-makers to inquire about fundamental concerns and to understand key constituencies for each corridor.

The MIG Team will leverage the length of the corridors by developing a Window of Workshops approach where we host a series of digital events over 1-3 days for the three milestones of the project, potentially as Existing Conditions/Visioning Milestone, a Design Alternatives Milestone, and Preferred Alternative Milestone. We envision up to twelve virtual meetings for this task. The same format and content are used for each event in each Milestone.

During our Workshop Milestone, MIG Team will also conduct a series of outreach activities which could include the following:

- Staffed Pop-Up events up to four at libraries, up to four at school sites, up to four at bus stops, and other locations with significant foot traffic.
- Windshield fliering at grocery stores during the three community workshops stage.

In addition, the MIG Team will engage with seniors from senior centers. We will also engage with identified youth groups in the community. These meetings will be held during the Existing Conditions/Visioning, Design Alternatives, and Preferred Alternative Milestones and will hold separate meeting sessions (virtual/in-person) with them to gather their feedback. The MIG Team will hold up to four meetings during each outreach milestone with a maximum of up to eight meetings.

We have accounted for the development of two surveys during the "Existing Conditions/Visioning" and "Design Alternatives" Milestones. To get broad-based input, we propose a multi-lingual, online map-based questionnaire that helps collect ideas and concerns about specific locations.

To complement the digital surveys, two in-person surveys will be organized where the surveys will be hand-delivered, advertised, and staffed at local libraries and schools in both corridors. The in-person surveys will happen during "Existing Conditions/Visioning" and "Design Alternatives" Milestones. The MIG Team will communicate with the local business community in each corridor to inform and collect feedback from these critical campaign partners and further solicit their cooperation with disseminating our literature.

- Identify key stakeholders, business owners, and neighborhood association groups with Digital Stakeholder Contact List around Northgate Boulevard. (Google Sheet)
- Schedule up to five stakeholder interview (in-person/virtual) meetings for up to half an hour (virtual) for Northgate Boulevard.
- Participation in "Existing Conditions/Visioning" community workshop for Northgate Boulevard with up to three MIG Team members.
- Participation in "Design Alternatives" community workshop for Northgate Boulevard with up to three MIG Team members.

- Participation in "Preferred Alternative" community workshop for Northgate Boulevard with up to three MIG Team members.
 - Workshop materials for Northgate Boulevard. (Word/Illustrator/PDF)
 - Up to two meetings (virtual/in-person) with Seniors from Senior Centers.
 - Up to two meetings (virtual/in-person) with Youth Groups.
 - Staffed Pop-up events during Existing Conditions/Visioning and Design Alternative Milestones.
 - Dissemination Workshop Flyers. (PDF)
 - Map-based questionnaire during "Existing Conditions/Visioning" and "Design Alternatives" stage. (Mapita/PDF)
-
- Identify key stakeholders, business owners, and neighborhood association groups with Digital Stakeholder Contact List around Freeport Boulevard. (Google Sheet)
 - Schedule up to five stakeholder interview (in-person/virtual) meetings for up to half an hour (virtual) for Freeport Boulevard.
 - Participation in "Existing Conditions/Visioning" community workshop for Freeport Boulevard with up to three MIG Team members.
 - Participation in "Design Alternatives" community workshop for Freeport Boulevard with up to three MIG Team members.
 - Participation in "Preferred Alternative" community workshop for Freeport Boulevard with up to three MIG Team members.
 - Workshop materials for Freeport Boulevard. (Word/Illustrator/PDF)
 - Up to two meetings (virtual/in-person) with Seniors from Senior Centers.
 - Up to two meetings (virtual/in-person) with Youth Groups.
 - Staffed Pop-up events during Existing Conditions/Visioning and Design Alternative Milestones.
 - Dissemination of Workshop Flyers. (PDF)
 - Map-based questionnaire during "Existing conditions/Visioning" and "Design Alternatives" stage. (Mapita/PDF)

TASK 4.4 Manage City Webpage Content

The MIG Team will help the City develop and maintain content for the project portal that will be hosted on the City's main website. We will provide City staff with graphics, posters, and language that will be posted on the website. It is assumed that City staff will provide one set of consolidated, non-conflicting comments on the outreach materials.

- City Webpage text for Northgate Boulevard. (Word/PDF)
- Provide graphics and posters for Northgate Boulevard. (PDF/JPEG)

- City Webpage text for Freeport Boulevard. (Word/PDF)
- Provide graphics and posters for Freeport Boulevard. (PDF/JPEG)

TASK 4.5 Translation Services

The MIG Team, with the help of CBO's, will translate outreach and engagement materials in English, Spanish, Chinese, and Vietnamese for the Mapita surveys.

- Translated Materials. (Word/PDF)

TASK 4.6 Technical Advisory Group Meetings

The City and the MIG Team will form a Technical Advisory Group (TAG) consisting of City Staff, key stakeholders and Neighborhood Associations separately for both the corridors. There will be up to four TAG meetings (virtual) during the study process. It is assumed that the TAG meetings will be held at different milestones of the project, as directed by the City. We will prepare meeting materials, including agenda, presentation, handouts, and draft meeting summaries in coordination with the City's project manager.

The MIG Team will prepare an Outreach Toolkit with pertinent materials in Task 4.2 that will help us coach TAG members, key stakeholders, City staff, and other project champions to use the toolkits during briefings with their constituencies and groups. It is assumed that the City will provide one set of consolidated, non-conflicting comments on the meeting summary.

- Prepare the draft and final meeting materials for Northgate Blvd TAG meetings (at least four business days before the meetings for final meeting materials). (Word/PDF)
- Participation in up to four Northgate Boulevard TAG Meetings (virtual) with up to three MIG Team members.
- Prepare concise meeting summaries for Northgate Boulevard (Word/PDF)

- Prepare the draft and final meeting materials for Freeport Boulevard TAG meetings (at least four business days before the meetings for final meeting materials). (Word/PDF)
- Participation in up to four Freeport Boulevard TAG Meetings (virtual) with up to three MIG Team members.
- Prepare concise meeting summaries for Freeport Boulevard (Word/PDF)

TASK 4.7 Additional Meetings with City Staff

The MIG Team will continuously meet (virtual) with different staff agencies as identified by the City at four different milestones of the project. These meetings will help develop design consensus, review street standards, geometry design, corridor layouts, and help make design decisions based on community feedback. The City will invite different staff agencies to these meetings. The MIG Team will facilitate these virtual meetings.

The MIG Team will prepare a concise summary of the meeting and submit it to the City for review. It is assumed that the City will provide one set of consolidated, non-conflicting comments on the meeting summary.

- Participation in up to four meetings (virtual) with City staff at key milestones of the project.
- Concise meeting summaries. (Word/PDF)

TASK 4.8 Outreach Services (CBO's)

As part of the outreach effort, the MIG Team (DIYSL, Stanford Settlement Neighborhood Center, OCA Sacramento, Greater Sacramento Urban League, and MIG) will collaborate to create and disseminate different outreach materials, including workshop flyers and surveys to different neighborhood residents and business owners in the two Study Corridors. MIG, DIYSL, and GSUL will work on both the Northgate and Freeport corridors. Stanford Settlement Neighborhood Center will focus on Northgate, and OCA Sacramento will focus on Freeport. MIG will coordinate all the efforts and ensure the consistency of materials as part of the outreach effort. Following tasks are involved at the following four key milestones of the project:

Milestone 1: Key Stakeholder Interviews

During this Milestone, Stanford Settlement Neighborhood Center (SSNC) 's staff will identify key stakeholders, business owners, and neighborhood association groups and assist MIG in organizing meetings with these groups to engage them about the project on the Northgate Boulevard.

OCA Sacramento will help identify key stakeholders, business owners, and neighborhood association groups in the Freeport Boulevard Corridor (Sutterville Road to Blair Avenue).

Greater Sacramento Urban League (GSUL) will identify list 100 or more of predominantly African American key business, community and neighborhood stakeholders and host two information sessions with 20 attendees per session:

- One half-hour meeting in the Northgate Corridor- North Sacramento
- One half-hour meeting in the Freeport Corridor-South Sacramento

Milestone 2: Existing Conditions and Visioning

During this Milestone, SSNC staff will help deliver surveys to those not digitally connected in the Northgate community, help identify if other languages besides English and Spanish are preferred and do outreach for the community workshops by distributing mailers and flyers and promoting through social media channels. Staff will engage seniors from SSNC's Senior Center. Staff will also assist in engaging youth from SSNC's Teen Center, the Greenhouse, and other youth groups in the Northgate community to participate in youth visioning sessions. As permitted, SSNC can provide space for community workshops.

OCA will help with translation services (Chinese and Vietnamese languages) and provide them back to MIG within two weeks. These two-week time frames will include coordination between MIG and OCA in terms of formatting the survey. OCA will start delivering and collecting the surveys in the Freeport Corridor. OCA will reach out to up to 15 Asian businesses in Freeport Corridor and hope to get up to 20 responses. OCA will distribute workshop flyers along with the surveys. This will take up to one month time. OCA will transcribe the received surveys that have Chinese or Vietnamese comments. This will take up to two weeks to complete.

GSUL will identify and provide an invitation list of up to 40 or more predominantly African American key youth groups and/or youth community navigators in the Freeport Boulevard and Northgate Boulevard for MIG's

visioning session. GSUL will support the dissemination of up to 100 English only 11x17 hard copy surveys in the Northgate corridor yielding up to 15 completed surveys and will support Flyer/Mailer outreach for community workshops on GSUL media platforms.

Evaluate Design Alternatives Milestone

During this Milestone, SSNC staff will help deliver surveys to those not digitally connected in the community, help identify if other languages besides English and Spanish are preferred and do outreach for the community workshops in distributing mailers and flyers and promoting through social media channels. Staff will engage seniors from SSNC's Senior Center. Staff will also assist in engaging youth from SSNC's Teen Center, the Greenhouse, and other youth groups in the community to participate in youth visioning sessions. As permitted, SSNC can provide space for community workshops.

OCA will help with translation services (Chinese and Vietnamese languages) and provide them back to MIG within two weeks. These two-week time frames will include coordination between MIG and OCA in terms of formatting the survey. OCA will start delivering and collecting the surveys in Freeport Corridor. OCA will reach out to up to 15 Asian businesses in Freeport Corridor and hope to get up to 20 responses. OCA will distribute workshop flyers along with the surveys. This will take up to one month time. OCA will transcribe the received surveys that have Chinese or Vietnamese comments. This will take up to two weeks to complete.

GSUL will identify and provide an invitation list of up to 20 or more unique key youth groups and/or youth community navigators in the Freeport Blvd and Northgate corridors for the MIG visioning session. GSUL will support the dissemination of up to 100 English-only 11x17 in-person surveys in the Freeport Corridor yielding up to 15 completed surveys.

Preferred Corridor Alternative Milestone

During this Milestone, SSNC staff will continue community outreach efforts for community workshops via mailers/flyers/social media channels.

GSUL will support Mailer/Flyer outreach for community workshops in Freeport and Northgate Corridors. GSUL will support Flyer/Mailer outreach for community workshops on GSUL media platforms.

- Identify key stakeholders, business owners, and neighborhood associations, key youth groups, and youth community navigators' groups in Northgate Boulevard. (Word/PDF)
 - One half-hour meeting in Northgate Corridor.
 - Dissemination of flyer and surveys for workshops.
 - Staff will engage seniors from SSNC's Senior Center.
 - Staff will engage with youth from SSNC's Teen Center, the Greenhouse, and other youth groups.
-
- Identify key stakeholders, business owners, and neighborhood associations, key youth groups, and youth community navigators' groups in Freeport Boulevard. (Word/PDF)
 - One half-hour meeting in Freeport Corridor.
 - Help with translation of surveys. (Word/PDF)
 - Dissemination of flyer and surveys for workshops.

TASK 5 – ALTERNATIVE DEVELOPMENT

TASK 5.1 Vision and Design Framework

Based on existing conditions and feedback from stakeholders, the community, and City Staff, the MIG Team will develop an overall Vision Statement and set of goals defining the objectives associated with improving the Study Corridors. The overarching framework map will identify key and distinct segments of the two corridors, improvements common to the entire corridor, context-sensitive improvements to each segment to improve the safety and mobility of the Study Corridors. It is assumed that the City will provide one set of consolidated, non-conflicting comments.

- Develop vision statement and overarching design framework for Northgate Boulevard. (PPT/PDF)

- Develop vision statement and overarching design framework for Freeport Boulevard. (PPT/PDF)

TASK 5.2 Evaluation Criteria

The MIG Team, working closely with City staff, will develop evaluation criteria based on the feedback received from the community and stakeholders. These criteria will be used throughout the development of the corridor concepts to ensure they are meeting critical community and design needs. It is assumed that the City will provide one set of consolidated, non-conflicting comments.

- Develop evaluation criteria matrix for Northgate Blvd. (PPT/PDF)
- Develop evaluation criteria matrix for Freeport Blvd. (PPT/PDF)

TASK 5.3 Initial Design Concepts

Based on the design framework and evaluation criteria established during Task 5.1 and 5.2, the MIG Team will develop distinct design concepts tailored to the unique condition of the corridors, intersections, and corridor segments to address issues such as safety, connectivity, and transit travel time improvements. The design concepts will be used to create the following three corridor plan alternatives:

1. **Base Improvements Alternative:** Includes the minimum changes necessary to meet the project goals for enhanced multimodal circulation, improved safety, and minimum ADA compliance.
2. **Strategic Improvements Alternative:** Includes additional features and design options to enhance the Study Corridor while also being specifically focused on easier-to-implement strategies.
3. **Major Improvements Alternative:** Includes all possible features and design options to fully enhance the Study Corridor and meet the project goals.

The Corridor Plan Alternatives will consist of various combinations of modal improvements and may include potential modifications to lane geometrics, intersection design (signalized and unsignalized), curblin changes, street bulb-

outs, bike, and pedestrian enhancements, sidewalk and landscaping improvements, striping/signage, traffic calming measures, improved signal coordination or changes in signal timing/phasing at critical intersections, and transit operation/travel time, transit stop locations, amenity, and access improvements.

Each alternative will consider constraints and criteria identified jointly with the City and stakeholder inputs, including fiscal, right-of-way, and physical constraints. A preliminary analysis of construction feasibility will eliminate any concept that has "fatal flaws." The alternatives will include both short-term and long-term solutions and will be scaled based on likely available funding sources and include a preliminary analysis of construction feasibility.

We will illustrate these concepts by producing up to three prototypical street sections and up to three 3D simulations/photo simulations and design framework maps for each Study Corridor. All recommendations will include improvements that can be both scaled and phased to best meeting community needs and City and partner resources and timelines. It is assumed that the City will provide one set of consolidated, non-conflicting comments.

- Up to three proposed prototypical street sections for each improvement alternatives at up to three different locations on Northgate Boulevard. (Illustrator/PPT/PDF)
- Up to one 3D simulations/photo simulations for each improvement at up to one location for Northgate Boulevard. (SketchUp/Photoshop/PPT/PDF)
- Design Framework map for Northgate Boulevard. (Illustrator/PPT/PDF)

- Up to three proposed prototypical street sections for each improvement alternatives at up to three different locations on Freeport Boulevard. (Illustrator/PPT/PDF)
- Up to one 3D simulations/photo simulations for each improvement at up to one location for Freeport Boulevard. (SketchUp/Photoshop/PPT/PDF)
- Design Framework map for Freeport Boulevard. (Illustrator/PPT/PDF)

TASK 5.4 Comparative Analysis

The MIG Team will take the criteria identified in 5.2 (Evaluation Criteria) and apply it to the alternatives – up to three alternatives per corridor. We will

communicate the results in a publicly accessible format as well as a more detailed, internal format with data values. We expect the City to assist in providing traffic outputs for the evaluation as needed. It is assumed that the City will provide one set of consolidated, non-conflicting comments.

- Summarize the design analysis for all three alternatives based on evaluation criteria for Northgate Boulevard. (Word/PPT/PDF)
- Summarize the design analysis for all three alternatives based on evaluation criteria for Freeport Boulevard. (Word/PPT/PDF)

TASK 5.5 Traffic Modelling

Impacts to traffic remains a critical factor in building willingness to move a design forward. The MIG Team will work collaboratively with Traffic Operations Staff to establish the realm of the possible for each corridor; review microsimulation (Synchro, SimTraffic, and/or PTV Vistro) inputs, model, and outputs provided by the City; and identify two or three critical design factors or thresholds to work collaboratively with TOC staff on flexing for these corridors.

Realm of the Possible

Toward the beginning of the project, once traffic data has been collected, the MIG Team will convene key TOC and transportation planning staff to define the realm of the possible. These options might include lane repurposing, removal of dual left turn lanes, removal of channelized right turns, repurposing parking space (spot or corridor), and/or closure and repurposing of side streets.

Review Traffic Modeling

The City will lead modeling efforts. City staff will create a base model calibrated to existing conditions and model runs for each alternative (up to three alternatives per corridor). The MIG Team will peer review the model, checking inputs and assumptions based on the design alternatives, and review the outputs. We will visualize key metrics such as queue lengths and identify traffic movements of concern to help compare and evaluate alternatives.

Critical Design Factors

This project is also opportunity to focus on certain traffic assumptions or practices that can be an obstacle to creating multimodal streets. We would define this list of two or three topics based upon what we hear are the main needs on the corridors. But a few example options include changing speed limits, forecasting traffic year assumptions, and eliminating peak hour factors. It is assumed that the City will provide one set of consolidated, non-conflicting comments.

- Traffic Modeling Support/Peer-Review for Northgate Boulevard.
(Word/PDF)
- Traffic Modeling Support/Peer-Review for Freeport Boulevard.
(Word/PDF)

TASK 5.6 Corridor Layout -15% Plans

The MIG Team will develop the base map of the Study Corridors in CAD. This will include the entire section of the Study Corridors and 100 feet or more of cross streets on both sides. This task will include collecting available aerial imagery/SID files from the City and underlay, scaling, rotation of record drawings and tracing, tracing existing curb and striping. The right-of-way data will be obtained from the City-provided GIS parcel data. All other utility data or utility record maps will be included if provided in a compatible electronic format in georeferenced and vector files by the City.

Based on the approved preferred alternative in Task 7.1, The MIG Team will develop a draft and final 15% corridor plan layout for each segment. This task also includes two meetings (virtual) reviews with City and Agency staff for approval. It is assumed that the City will provide one set of consolidated, non-conflicting comments.

- Develop 15% corridor plan layout for Northgate Boulevard. (PDF/CAD)
- Participation in up to two review meetings (virtual) with City and Agency staff for approval with up to four MIG Team members.

- Develop 15% corridor plan layout for Freeport Boulevard. (PDF/CAD)
- Participation in up to two review meetings (virtual) with City and Agency staff for approval with up to four MIG Team members.

TASK 6 – FINANCIAL ANALYSIS

TASK 6.1 Planning Level Cost Estimates – Northgate and Freeport

Once the preferred alternative has been selected, the MIG Team will cost out the design for each corridor on a block-by-block basis by taking up quantities by category and calculating unit prices based on either recent city capital project. The City will provide MIG with all unit prices, and we can categorize costs by a particular area or by capital item. All costs will be provided in a spreadsheet format using present year dollars. To ensure consistency with other City projects, we expect the City to provide a costing template. It is assumed that the City will provide one set of consolidated, non-conflicting comments.

- Planning level cost estimate for Northgate Boulevard. (Excel/PDF)
- Planning level cost estimate for Freeport Boulevard. (Excel/PDF)

TASK 7 – FINAL CORRIDOR PLAN

TASK 7.1 Preferred Corridor Plan

Following the input received from the community and stakeholder meetings, design workshops, and earlier analysis, the MIG Team will develop an emerging Preferred Alternative. This will include the multimodal improvements that are feasible, desirable, and have the support of community stakeholders and technical experts. We will create a comprehensive multimodal plan for the Study Corridor, including updated narrative descriptions of key improvements and changes and a set of high-quality visual graphics prototypical plan views, street sections, and other conceptual examples of the roadway design. We will also prepare a PowerPoint presentation introducing the corridor plan and its impacts and benefits for discussion with the City, community, stakeholders, and interested members of the public. The Preferred Alternative will provide the

foundation for the subsequent tasks outlined below. It is assumed that the City will provide one set of consolidated, non-conflicting comments.

- Develop a summary of the preferred alternative in PPT format.
- Develop a summary of the preferred alternative in PPT format.

TASK 7.2 Preferred Corridor Plan Renderings

For each corridor, the MIG Team will develop a set of high-quality renderings for each corridor. We will refine the preferred section for the three locations developed during the alternative phase. We will also refine the 3D simulations/photo simulations developed during the alternative phase and create two additional simulations for two different locations for each corridor that are easy for the community to understand and visualize the proposed improvements. It is assumed that the City will provide one set of consolidated, non-conflicting comments.

- Draft and Final Preferred Alternative renderings, including up to one proposed street section for three locations and up to one 3D simulation/photo simulation for three locations for Northgate Boulevard (Illustrator/Photoshop/SketchUp/PPT/PDF)
- Refine preferred design framework map for Northgate Boulevard. (Illustrator/PPT/PDF)
- Draft and Final Preferred Alternative renderings, including up to one proposed street section for three locations and up to one 3D simulation/photo simulation for three locations for Freeport Boulevard (Illustrator/Photoshop/SketchUp/PPT/PDF)
- Refine preferred design framework map for Freeport Boulevard. (Illustrator/PPT/PDF)

TASK 7.4 Admin Draft Corridor Plan

The MIG Team will prepare an Admin Draft Corridor Plan that presents the vision, overarching goals, design, and implementation strategies for both Study Corridors in a manner that is understandable to multiple audiences, including decision-makers and the public. The Plan will include an executive summary and rely heavily on graphics and maps to explain the design concepts (most of which were prepared during earlier tasks). It will summarize key points from interim work products developed in Tasks 2 through 6, including existing conditions, outreach, and development and refinement of alternatives. The technical memos and other appropriate analyses will be included as appendices to the report so that the full suite of project data, analysis, and community input is collected and accessible to interested readers. Illustrations for final recommendations in this report will be refinements of those included in the Preferred Alternative (Task 7.1 above), including a full illustrative corridor plan, street sections, 3D simulations/photo simulations, and other graphics. It is assumed that the City will provide one set of consolidated, non-conflicting comments.

The City will provide funding sources, financing plans, and financial analysis of implementation costs for each corridor to the MIG team, which will be woven into the Admin Draft Corridor Plan.

- Admin Draft Corridor Plan for Northgate Boulevard. (Word/Illustrator/PDF)
- Admin Draft Corridor Plan for Freeport Boulevard. (Word/Illustrator/PDF)

TASK 7.5 Public Draft Corridor Plan

The MIG Team will prepare a Public Draft Corridor Plan based on City staff comments. This draft of the Plan will be created in an Adobe InDesign format and be ready for public review. It is assumed that the City will provide one set of consolidated, non-conflicting comments.

- Public Draft Corridor Plan for Northgate Boulevard. (InDesign/PDF)

- Public Draft Corridor Plan for Freeport Boulevard. (InDesign/PDF)

TASK 7.6 Final Corridor Plan

The MIG Team will prepare a Final Corridor Plan that reflects the community and stakeholder comments and feedback. This draft of the Plan will include appendices and be ready for review and approval by the City Council. It is assumed that the City will provide one set of consolidated, non-conflicting comments.

- Final Corridor Plan for Northgate Boulevard. (InDesign/PDF)
- Final Corridor Plan for Freeport Boulevard. (InDesign/PDF)

TASK 7.7 Final Report

The MIG Team will prepare the Final Complete Streets Plan based on comments received from the City. It will include an Executive Summary that clearly defines the proposed project purpose, scope, cost estimate, funding sources provided by the City, and schedule for both corridors. The summary will also include the design concepts, community engagement process, utility impacts, and final design renderings with supporting graphics.

- Final report with appendices for Northgate Boulevard. (InDesign/PDF)
- Final report with appendices for Freeport Boulevard. (InDesign/PDF)

Commercial Corridors Transportation Plans

JAN 15, 2021

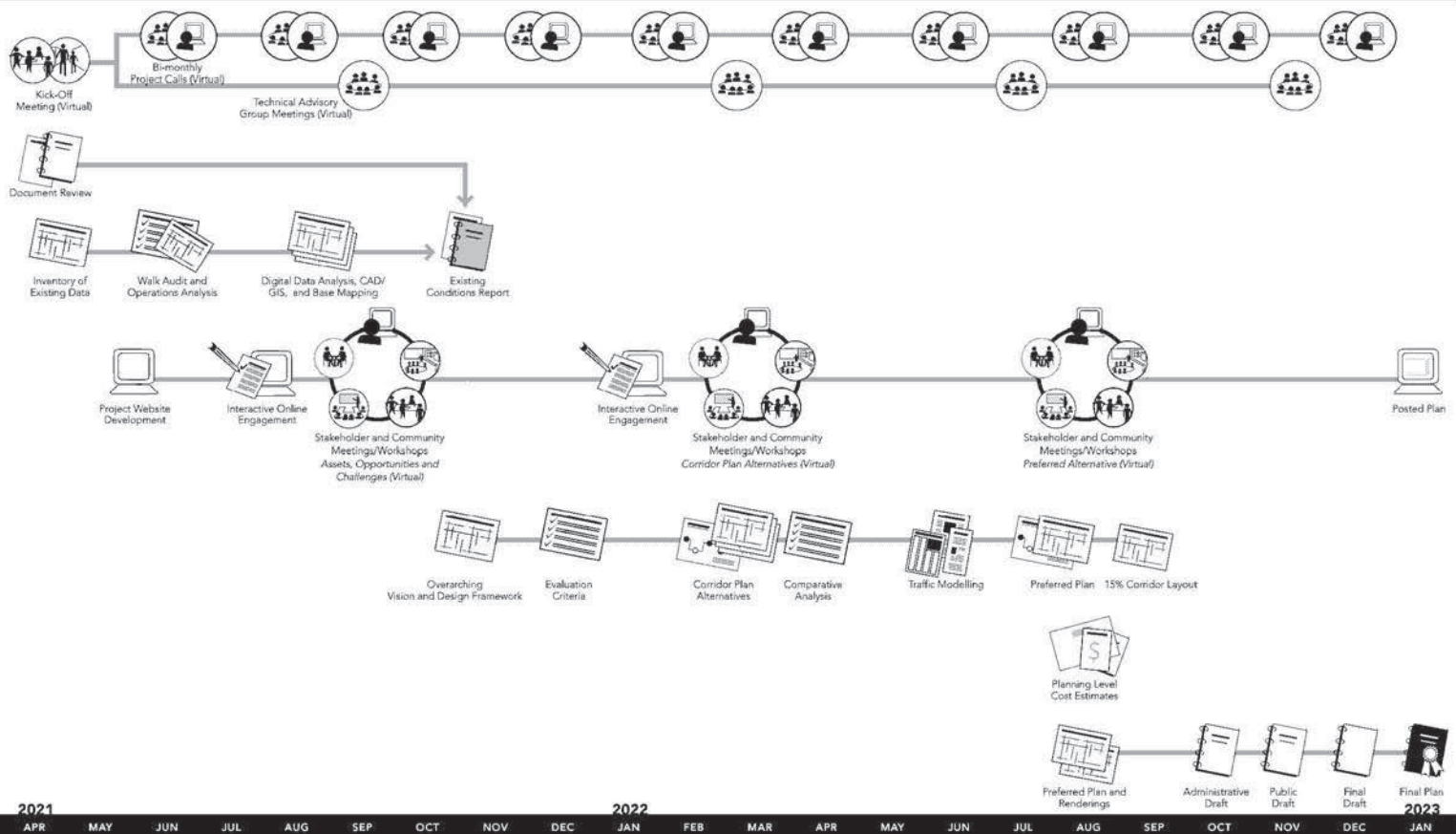


EXHIBIT B

PAYMENT

1. **CONTRACTOR's Compensation.** The total of all fees paid to the CONTRACTOR for the provision of Services as set forth in Exhibit A, including any authorized reimbursable expenses, shall not exceed the total sum of \$ **499,934.81**. The payments specified in this Exhibit B shall be the only payments made to Contractor unless the City approves a Supplemental Contract.
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 Exhibit A or Attachment 1 to this Exhibit B and any applicable special provisions included in the request for bids or proposals. If there is a conflict between Exhibit A or Exhibit B and the Special Provisions, Exhibit A or Exhibit B controls.
3. **CONTRACTOR's Reimbursable Expenses.** "Reimbursable Expenses" are limited to actual expenditures of CONTRACTOR for expenses that are necessary for the proper satisfaction of the Contract and are only payable if specifically authorized in advance in writing by the City. No charges or markup will be allowed unless specified in the Contract, including charges for travel and transportation.
4. **Payments to CONTRACTOR.** Contractor is responsible for supplying all documentation necessary to verify invoices to the City's satisfaction.
 - 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. Invoices must be submitted to either of the addresses specified below.
 - (1) Email. Submit email invoices and any attachments to:
apinvoices@cityofsacramento.org
 - (2) Postal Mail. If emailing is not an option, mail to:
A/P Processing Center
City of Sacramento
915 I Street, Floor 4
Sacramento, CA 95814-2608
 - C. All invoices submitted by CONTRACTOR must 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
- (8) Description of services billed under Invoice
- (9) Amount of Invoice (itemize all authorized Reimbursable Expenses)
- (10) Total Billed to Date under Contract (if applicable)

D. Items must be separated into Services and Reimbursable Expenses. Invoices that do not conform to the format outlined above will be returned to CONTRACTOR for correction. CITY is not responsible for delays in payment to CONTRACTOR resulting from CONTRACTOR's failure to comply with the invoice format described above.

- 5. **Additional Services.** Additional Services shall be provided only when a Supplemental Contract authorizing the Additional Services is approved in writing by the City in accordance with the City's contract amendment procedures. The City reserves the right to perform any Additional Services with its own staff or to retain other contractors to perform the Additional Services.
- 6. **Accounting Records of CONTRACTOR.** During performance of this Contract and for a period of three years after completion of performance, CONTRACTOR shall maintain all accounting and financial records related to this Contract, in accordance with generally accepted accounting practices, including records of Contractor's costs for performance under this Contract and records of Contractor's Reimbursable Expenses. Contractor shall keep and make records available for inspection and audit by representatives of the CITY upon reasonable written notice.
- 7. **Tax Payments.** 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.

Attachment 1 to Exhibit B

I. COMPENSATION AND PAYMENT

- A. CONTRACTOR shall not commence performance until a written "Notice to Proceed" has been issued by CITY Project Manager.
- B. CONTRACTOR shall be reimbursed for services at the specific rate of compensation in the approved 10-H Form(s). Unless specifically identified as some other method, the specified rates shall include direct/base hourly rate, fringe benefits, overhead, and profit.
- C. CONTRACTOR shall be reimbursed for Other Direct Costs (ODC), at rates as identified on the approved 10-H Form(s) with receipts for actual costs.
- D. If applicable, CONTRACTOR shall pay prevailing wages to those workers employed on public works contracts performing applicable duties as required by the State Labor Code and City Code 3.60.180. CONTRACTOR shall be responsible for any future adjustments to prevailing wage rates including, but not limited to, base hourly rates and employer payments as determined by the Department of Industrial Relations. Based on prevailing adjustments, CONTRACTOR may request an adjustment in the rate(s) in the 10-H form. These adjusted rates will not go into effect until the approval date by the City of the Supplemental Agreement. CONTRACTOR is responsible for paying the appropriate rate, including escalations that take place during the term of the Agreement. A mistake, inadvertence, or neglect by CONTRACTOR in failing to pay the correct rates of prevailing wage will be remedied solely by CONTRACTOR and will not, under any circumstances, be considered as the basis of a claim against CITY on this Agreement.
- E. Unless specifically stated, the contract shall be a not-to-exceed by task, Other Direct Cost (ODC) line item, and total budget as included in the Cost Proposal. Written approval by CITY Project Manager is required for reallocation of budget between tasks, between ODC line items, or between tasks and ODCs. All reallocation requests must include a revised Cost Proposal. If the reallocation will directly or indirectly require an increase in the total contract amount, it will be require a Supplemental Agreement to be approved by the CITY as described in Section G.
- F. Written approval by CITY Project Manager is required for any staff substitutions or additions of staff under classifications included in the 10-H Form(s).

1. Updated 10-H Form(s) for CONTRACTOR and all SUBCONTRACTORS shall be included.
2. Any addition or substitution shall be paid at the same or lower rate of the previously approved or similar classification.
3. If a substitution involves Key Staff, CONTRACTOR shall request and justify the need for substitution and obtain written approval from CITY Project Manager. The justification shall include a resume of the proposed new Key Staff.

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

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

- G. Supplemental Agreements are required for any changes to the scope and terms of the agreement, including but not limited to the following:
1. Increasing the Agreement not-to-exceed amount.
 - a. Any increase to the not-to-exceed amount shall include a cost proposal documenting the increase.
 2. Adding task(s) within the advertised scope.
 3. Adding new classifications or adjusting rates:
 - a. Updated 10-H Form(s) for CONTRACTOR and all SUBCONTRACTORS shall be included.
 - b. CONTRACTOR may request cost of living increases in base salary of staff after the contract has been in effect for two years. 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.

II. COST PRINCIPLES

- A. All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files.
- B. For federally funded projects, all costs must be in accordance with the cost principles of Title 48 Code of Federal Regulations (CFR), Part 31, Contract Cost Principles and Procedures (48 CFR 31 et seq.).
- C. For federally funded projects, CONTRACTOR agrees to comply with federal procedures in accordance with Title 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (49 CFR 18).
- D. Any costs for which payment had been made to CONTRACTOR that are determined by subsequent audit to be unallowable under 48 CFR 31 or 49 CFR 18 are subject to repayment by CONTRACTOR to CITY.

III. CONFLICT OF INTEREST

- A. CONTRACTOR shall disclose any financial, business, or other relationship with CITY that may have an impact upon the outcome of this contract, or any ensuing CITY construction project. CONTRACTOR shall list current clients who may have a financial interest in the outcome of this contract, or any ensuing CITY construction project, which will follow.
- B. CONTRACTOR certifies that it does not now have, nor shall it acquire in the future, any financial or business interest that would conflict with the performance of services under this contract.
- C. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article III.

- D. CONTRACTOR certifies that neither CONTRACTOR, nor any firm affiliated with CONTRACTOR will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.
- E. Except for SUBCONTRACTORS whose services are limited to providing surveying or materials testing information, no SUBCONTRACTOR who has provided design services in connection with this contract shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract.

IV. PROVISIONS FOR REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

CONTRACTOR warrants that this contract was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any CITY employee. In the event of breach or violation of this warranty, CITY 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.

V. PROHIBITION OF EXPENDING CITY STATE OR FEDERAL FUNDS FOR LOBBYING

- A. CONTRACTOR certifies to the best of his or her knowledge and belief that:
 - 1. No state, federal or CITY appropriated funds have been paid, or will be paid by-or-on behalf of CONTRACTOR to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.
 - 2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in

connection with this federal contract, grant, loan, or cooperative agreement; CONTRACTOR 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, US. 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. CONTRACTOR 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.

VI. AUDIT REVIEW PROCEDURES

- 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 CITY'S Chief Financial Officer.
- B. Not later than 30 days after issuance of the final audit report, CONTRACTOR may request a review by CITY'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 CITY will excuse CONTRACTOR from full and timely performance, in accordance with the terms of this contract.
- D. CONTRACTOR and SUBCONTRACTORS' contracts, including cost proposals and indirect cost rates (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 certified public accountant (CPA) ICR Audit Workpaper Review. If selected for audit or review, the contract, cost proposal and ICR and related workpapers, 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 Workpaper Review it is CONTRACTOR's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's workpapers. The contract, cost proposal, and ICR shall be adjusted by CONTRACTOR and approved by CITY contract manager to conform to the audit or review recommendations. CONTRACTOR agrees that individual terms of costs identified in the audit report shall be incorporated into

the contract by this reference if directed by CITY at its sole discretion. Refusal by CONTRACTOR to incorporate audit or review recommendations, or to ensure that the Federal, State, or local governments have access to CPA workpapers, will be considered a breach of contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

VII. SUBCONTRACTING

- A. CONTRACTOR 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 CITY'S Contract Administrator, except that, which is expressly identified in the approved Cost Proposal.
- B. Any subcontract entered into as a result of this contract, shall contain all the provisions stipulated in this contract to be applicable to SUBCONTRACTORS.
- C. Any substitution of SUBCONTRACTORS must be approved in writing by CITY's Contract Administrator prior to the start of work by the SUBCONTRACTOR.

VIII. RETENTION OF RECORDS/AUDIT

- A. 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; CONTRACTOR, SUBCONTRACTORS, and CITY 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, CITY, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of CONTRACTORS that are pertinent to the contract for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. All subcontracts shall contain this provision.

***All referenced forms and sample templates will be provided by CITY.**

OVERALL COST PROPOSAL							
City of Sacramento - Commercial Corridors Transportation Plans							
	PRIME - MIG	SUB - NN	SUB - DIYSL	SUB - SS	SUB - OCA	SUB - GSUL	TOTAL
TASK 1: PROJECT MANAGEMENT							
1.1 Project Initiation Meeting	\$ 1,859.54	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,859.54
1.2 Project Management Meetings	\$ 11,334.48	\$ 2,923.33	\$ 1,750.03	\$ -	\$ -	\$ -	\$ 16,007.84
1.3 Monthly Progress Reports and Invoices	\$ 5,726.82	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,726.82
1.4 Meeting Agendas and Summary Notes	\$ 6,328.94	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,328.94
Task 1 Subtotal	\$ 25,249.78	\$ 2,923.33	\$ 1,750.03	\$ -	\$ -	\$ -	\$ 29,923.14
TASK 2: REVIEW OF PREVIOUS STUDIES							
2.1 Summarize Key Findings	\$ 6,082.58	\$ 4,900.87	\$ -	\$ -	\$ -	\$ -	\$ 10,983.45
Task 2 Subtotal	\$ 6,082.58	\$ 4,900.87	\$ -	\$ -	\$ -	\$ -	\$ 10,983.45
TASK 3: EXISTING CONDITIONS AND DATA COLLECTION							
3.1 Existing Operations Analysis	\$ 1,223.02	\$ 6,021.90	\$ -	\$ -	\$ -	\$ -	\$ 7,244.92
3.2 Base Mapping	\$ 12,409.00	\$ 1,050.66	\$ -	\$ -	\$ -	\$ -	\$ 13,459.66
3.3 Collision Analysis	\$ 1,460.16	\$ 13,600.80	\$ -	\$ -	\$ -	\$ -	\$ 15,060.96
3.4 Partially- or Fully-Funded Future Projects	\$ 993.08	\$ 1,948.95	\$ -	\$ -	\$ -	\$ -	\$ 2,942.03
3.5 Transit Operations	\$ 993.08	\$ 2,439.97	\$ -	\$ -	\$ -	\$ -	\$ 3,433.05
3.6 Walking/Bicycle Audits	\$ 3,615.88	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,615.88
3.7 Prepare a Summary Presentation	\$ 11,147.16	\$ 1,012.43	\$ -	\$ -	\$ -	\$ -	\$ 12,159.59
Task 3 Subtotal	\$ 31,841.38	\$ 26,074.72	\$ -	\$ -	\$ -	\$ -	\$ 57,916.10
TASK 4: PUBLIC OUTREACH AND STAKEHOLDER PARTICIPATION							
4.1 Comprehensive Engagement Plans (x2)	\$ 6,833.22	\$ -	\$ 2,500.04	\$ -	\$ -	\$ -	\$ 9,333.26
4.2 Develop Outreach Materials (x2)	\$ 4,750.18	\$ -	\$ 700.01	\$ -	\$ -	\$ -	\$ 5,450.19
4.3 Engagement Program (Workshops and surveys)	\$ 13,834.74	\$ -	\$ 9,625.14	\$ -	\$ -	\$ -	\$ 23,459.88
4.4 Manage City Webpage Content (x2)	\$ 2,081.86	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,081.86
4.5 Translation Services	\$ 1,294.40	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,294.40
4.6 Technical Advisory Group Meetings - Northgate	\$ 5,111.06	\$ 1,559.11	\$ 1,400.02	\$ -	\$ -	\$ -	\$ 8,070.19
4.6 Technical Advisory Group Meetings - Freeport	\$ 5,111.06	\$ 1,559.11	\$ 1,400.02	\$ -	\$ -	\$ -	\$ 8,070.19
4.7 Additional Meetings with City Staff	\$ 2,512.20	\$ 2,142.09	\$ -	\$ -	\$ -	\$ -	\$ 4,654.29
4.8 Outreach Services (CBO's)	\$ -	\$ -	\$ 1,400.02	\$ 3,900.00	\$ 10,000.00	\$ 10,092.00	\$ 25,392.02
Task 4 Subtotal	\$ 41,528.72	\$ 5,260.31	\$ 17,325.25	\$ 3,900.00	\$ 10,000.00	\$ 10,092.00	\$ 88,106.29
TASK 5: ALTERNATIVE DEVELOPMENT							
5.1 Vision and Design Framework - Northgate	\$ 16,358.72	\$ 5,192.30	\$ 350.01	\$ -	\$ -	\$ -	\$ 21,901.02
5.1 Vision and Design Framework - Freeport	\$ 13,199.64	\$ 5,192.30	\$ 350.01	\$ -	\$ -	\$ -	\$ 18,741.94
5.2 Evaluation Criteria - Northgate	\$ 3,414.86	\$ 584.67	\$ -	\$ -	\$ -	\$ -	\$ 3,999.53
5.2 Evaluation Criteria - Freeport	\$ 2,776.72	\$ 389.78	\$ -	\$ -	\$ -	\$ -	\$ 3,166.50
5.3 Initial Design Concepts - Northgate	\$ 24,994.04	\$ 4,798.69	\$ -	\$ -	\$ -	\$ -	\$ 29,792.73
5.3 Initial Design Concepts - Freeport	\$ 18,123.92	\$ 3,010.26	\$ -	\$ -	\$ -	\$ -	\$ 21,134.18
5.4 Comparative Analysis - Northgate	\$ 2,947.78	\$ 2,991.83	\$ -	\$ -	\$ -	\$ -	\$ 5,939.62
5.4 Comparative Analysis - Freeport	\$ 2,013.58	\$ 2,991.83	\$ -	\$ -	\$ -	\$ -	\$ 5,005.42
5.5 Traffic Modeling	\$ 993.08	\$ 15,426.74	\$ -	\$ -	\$ -	\$ -	\$ 16,419.82
5.6 Corridor Layout 15% Plans - Northgate	\$ 17,866.76	\$ 2,142.09	\$ -	\$ -	\$ -	\$ -	\$ 20,008.85
5.6 Corridor Layout 15% Plans - Freeport	\$ 13,285.10	\$ 2,142.09	\$ -	\$ -	\$ -	\$ -	\$ 15,427.19
Task 5 Subtotal	\$ 115,974.21	\$ 44,862.57	\$ 700.01	\$ -	\$ -	\$ -	\$ 161,536.79
TASK 6: FINANCIAL ANALYSIS							
6.1 Planning Level Cost Estimates - Northgate	\$ 4,432.40	\$ 6,352.86	\$ -	\$ -	\$ -	\$ -	\$ 10,785.26
6.1 Planning Level Cost Estimates - Freeport	\$ 3,235.18	\$ 4,288.16	\$ -	\$ -	\$ -	\$ -	\$ 7,523.34
6.2 Funding Sources	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6.3 Financing Plan - Northgate	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6.3 Financing Plan - Freeport	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

	PRIME - MIG	SUB - NN	SUB - DIYSL	SUB - SS	SUB - OCA	SUB - GSUL	TOTAL
Task 6 Subtotal	\$ 7,667.58	\$ 10,641.02	\$ -	\$ -	\$ -	\$ -	\$ 18,308.60
TASK 7: FINAL CORRIDOR PLAN							
7.1 Preferred Corridor Plan - Northgate	\$ 19,138.02	\$ 6,359.70	\$ -	\$ -	\$ -	\$ -	\$ 25,497.72
7.1 Preferred Corridor Plan - Freeport	\$ 15,231.28	\$ 4,571.27	\$ -	\$ -	\$ -	\$ -	\$ 19,802.55
7.2 Preferred Corridor Plan Renderings - Northgate	\$ 8,790.20	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,790.20
7.2 Preferred Corridor Plan Renderings - Freeport	\$ 8,264.20	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,264.20
7.3 Financial Analysis of Implementation Costs - Northgate	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7.3 Financial Analysis of Implementation Costs - Freeport	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7.4 Admin Draft Corridor Plan - Northgate	\$ 13,166.14	\$ 3,259.32	\$ -	\$ -	\$ -	\$ -	\$ 16,425.47
7.4 Admin Draft Corridor Plan - Freeport	\$ 8,845.42	\$ 2,541.94	\$ -	\$ -	\$ -	\$ -	\$ 11,387.36
7.5 Public Draft Corridor Plan - Northgate	\$ 6,081.66	\$ 1,434.77	\$ -	\$ -	\$ -	\$ -	\$ 7,516.43
7.5 Public Draft Corridor Plan - Freeport	\$ 4,546.50	\$ 717.39	\$ -	\$ -	\$ -	\$ -	\$ 5,263.89
7.6 Final Corridor Plan - Northgate	\$ 3,629.36	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,629.36
7.6 Final Corridor Plan - Freeport	\$ 2,502.40	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,502.40
7.7 Final Report - Northgate	\$ 3,370.48	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,370.48
7.7 Final Report - Freeport	\$ 2,502.40	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,502.40
Task 7 Subtotal	\$ 96,068.07	\$ 18,884.39	\$ -	\$ -	\$ -	\$ -	\$ 114,952.46
Total - Labor	\$ 324,412.32	\$ 113,547.21	\$ 19,775.28	\$ 3,900.00	\$ 10,000.00	\$ 10,092.00	\$ 481,726.81
Other Direct Costs							
Translation	\$ 2,000.00						\$ 2,000.00
Youth Engagement - Stipend, Gift cards	\$ 2,500.00						\$ 2,500.00
Youth Engagement - Event and Food	\$ 1,100.00						\$ 1,100.00
Youth Engagement - Participation Prizes	\$ 1,500.00						\$ 1,500.00
Community Outreach - Printing	\$ 2,000.00						\$ 2,000.00
Community Outreach - Venues	\$ 1,000.00						\$ 1,000.00
Community Outreach - Travel	\$ 500.00						\$ 500.00
Community Outreach - Technology tools	\$ 1,500.00						\$ 1,500.00
Traffic Counts		\$ 5,200.00					\$ 5,200.00
Outreach Activities Incentives						\$ 908.00	\$ 908.00
ODC Subtotal	\$ 12,100.00	\$ 5,200.00	\$ -	\$ -	\$ -	\$ 908.00	\$ 18,208.00
Grand Total	\$ 336,512.32	\$ 118,747.21	\$ 19,775.28	\$ 3,900.00	\$ 10,000.00	\$ 11,000.00	\$ 499,934.81

Approved with Supplement # (type Original if it is the Original): Original
 CONTRACTOR Name: DIYSL (Sub) Date: 4/22/2021
 Project Name: Commercial Corridors Transportation Plans
 Project #: S15184110

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

$$\text{A + B = Actual Fully Loaded Hourly Rate}$$

Other Direct Costs (ODC) Items and Rates	Description	Rate	Total
	TOTAL		\$ -

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

Isaac Gonzalez

City of Sacramento - Commercial Corridors Transportation Plans									
		Sub Consultant - DRYSL							
		Isaac		Hours	Labor Costs		OH + Fringe	Profit	Total Cost
		Staff Name	Gonzalez	Subtotal					
		Owner /	Hours			82.34%	10.00%		
		Classification	Consultant	Subtotal					
		Actual Base							
		Hourly Rate		\$ 98.00					
TASK 1: PROJECT MANAGEMENT									
1.1	Project Initiation Meeting	Hours		0	\$ -	\$ -	\$ -	\$ -	-
1.2	Project Management Meetings	Hours	10	10	\$ 980.00	\$ 610.93	\$ 159.09	\$ -	1,750.03
1.3	Monthly Progress Reports and Invoices	Hours		0	\$ -	\$ -	\$ -	\$ -	-
1.4	Meeting Agendas and Summary Notes	Hours		0	\$ -	\$ -	\$ -	\$ -	-
Task 1 Subtotal			10	10	980.00	610.93	159.09		1,750.03
TASK 4: PUBLIC OUTREACH AND STAKEHOLDER PARTICIPATION									
4.1	Comprehensive Engagement Plans (x2)	Hours	16	16	\$ 1,568.00	\$ 977.49	\$ 254.55	\$ -	2,800.04
4.2	Develop Outreach Materials (x2)	Hours	4	4	\$ 392.00	\$ 244.37	\$ 63.64	\$ -	700.01
4.3	Engagement Program (Workshops and surveys)	Hours	55	55	\$ 5,390.00	\$ 3,360.13	\$ 875.01	\$ -	9,625.14
4.4	Manage City Webpage Content (x2)	Hours		0	\$ -	\$ -	\$ -	\$ -	-
4.5	Translation Services	Hours		0	\$ -	\$ -	\$ -	\$ -	-
4.6	Technical Advisory Group Meetings - Northgate	Hours	8	8	\$ 784.00	\$ 488.75	\$ 127.27	\$ -	1,400.02
4.6	Technical Advisory Group Meetings - Freepoint	Hours	8	8	\$ 784.00	\$ 488.75	\$ 127.27	\$ -	1,400.02
4.7	Additional Meetings with City Staff	Hours		0	\$ -	\$ -	\$ -	\$ -	-
4.8	Outreach Services (CBO's)	Hours	8	8	\$ 784.00	\$ 488.75	\$ 127.27	\$ -	1,400.02
Task 4 Subtotal			99	99	9,702.00	5,948.23	1,575.02		17,325.25
TASK 5: ALTERNATIVE DEVELOPMENT									
5.1	Vision and Design Framework - Northgate	Hours	2	2	\$ 196.00	\$ 122.19	\$ 31.82	\$ -	350.01
5.1	Vision and Design Framework - Freepoint	Hours	2	2	\$ 196.00	\$ 122.19	\$ 31.82	\$ -	350.01
5.2	Evaluation Criteria - Northgate	Hours		0	\$ -	\$ -	\$ -	\$ -	-
5.2	Evaluation Criteria - Freepoint	Hours		0	\$ -	\$ -	\$ -	\$ -	-
5.3	Initial Design Concepts - Northgate	Hours		0	\$ -	\$ -	\$ -	\$ -	-
5.3	Initial Design Concepts - Freepoint	Hours		0	\$ -	\$ -	\$ -	\$ -	-
5.4	Comparative Analysis - Northgate	Hours		0	\$ -	\$ -	\$ -	\$ -	-
5.4	Comparative Analysis - Freepoint	Hours		0	\$ -	\$ -	\$ -	\$ -	-
5.5	Traffic Modeling	Hours		0	\$ -	\$ -	\$ -	\$ -	-
5.6	Corridor Layout 15% Plans - Northgate	Hours		0	\$ -	\$ -	\$ -	\$ -	-
5.6	Corridor Layout 15% Plans - Freepoint	Hours		0	\$ -	\$ -	\$ -	\$ -	-
Task 5 Subtotal			4	4	392.00	244.37	63.64		700.01
Total			113	113	\$ 11,074.00	\$ 6,903.53	\$ 1,797.75	\$ -	19,775.28
Other Direct Costs									
ODC Subtotal					0	\$ -	\$ -	\$ -	-
Grand Total									\$ 19,775.28

City of Sacramento - Commercial Corridors Transportation Plans									
		Sub Consultant - GSUL							
		Staff Name	Staff Name	Hours Subtotal	Labor Costs	OH + Fringe	Profit	Total Cost	
		Classification	Project Coordinator	Hours Subtotal		132.00%	0.00%		
		Actual Base Hourly Rate	\$	15.00					
		TASK 4: PUBLIC OUTREACH AND STAKEHOLDER PARTICIPATION							
4.1	Comprehensive Engagement Plans (x2)	Hours	0	\$	-	\$	-	\$	-
4.2	Develop Outreach Materials (x2)	Hours	0	\$	-	\$	-	\$	-
4.3	Engagement Program (Workshops and surveys)	Hours	0	\$	-	\$	-	\$	-
4.4	Manage City Webpage Content (x2)	Hours	0	\$	-	\$	-	\$	-
4.5	Translation Services	Hours	0	\$	-	\$	-	\$	-
4.6	Technical Advisory Group Meetings - Northgate	Hours	0	\$	-	\$	-	\$	-
4.6	Technical Advisory Group Meetings - Freeport	Hours	0	\$	-	\$	-	\$	-
4.7	Additional Meetings with City Staff	Hours	0	\$	-	\$	-	\$	-
4.8	Outreach Services (CBO's)	Hours	250	\$	4,350.00	\$	5,742.00	\$	10,092.00
Task 4 Subtotal			250	\$	4,350.00	\$	5,742.00	\$	10,092.00
Total			250	\$	4,350.00	\$	5,742.00	\$	10,092.00
Other Direct Costs									
Outreach Activities Incentives								\$	908.00
ODC Subtotal					0	\$	-	\$	908.00
Grand Total								\$	11,000.00

CITY OF SACRAMENTO 10-H FORM

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

CONTRACTOR Name: MIG, Inc. (Prime)

Date: 4/22/2021

Project Name: Commercial Corridors Transportation Plans

Project #: S15184110

Fringe Benefit % + *Overhead % = Combined %
 48.59% 114.49% 163.08%

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

Key Staff	Prevailing Wage	Classification	Name	Actual Base Hourly Rate Paid to Employee For Reference Only (Does not include any Fringe or OH)	Actual Fully Loaded Hourly Rate For Reference Only (Includes Fringe, OH & Profit)	Approved Flat Hourly Billing Rate
X		Principal	Mukul Malhotra	\$84.24	\$237.14	\$237.14
		Project Director	Dan Amsden	\$52.59	\$148.03	\$148.03
X		Project Manager	Rishi Dhody	\$40.84	\$114.97	\$114.97
		Senior Landscape Designer	Jose Leal	\$56.16	\$158.10	\$158.10
		Civil Engineer	Nathaniel Reidy	\$57.18	\$160.97	\$160.97
		Senior Community and Urban Planners	Sou Garner/Noe Noyola	\$45.98	\$129.44	\$129.44
		Urban and Streetscape Designer	Monique Bassey	\$36.25	\$102.05	\$102.05
		Project Administrator	Farah Tekbali	\$24.96	\$70.25	\$70.25
		Landscape		\$54.20	\$152.57	\$152.57
		Design Development		\$41.00	\$115.41	\$115.41
		Sr Planner		\$41.83	\$117.75	\$117.75
		Community Engagement Associate		\$35.00	\$98.52	\$98.52
		Civil Engineer		\$59.00	\$166.08	\$166.08
		Civil Designer		\$33.00	\$92.89	\$92.89
		Sr. Administrator		\$47.50	\$133.71	\$133.71
		Technology/Web Programmer		\$57.69	\$162.39	\$162.39
		Outreach Manager		\$55.29	\$155.64	\$155.64
		Plan Document		\$46.00	\$129.49	\$129.49
		GIS		\$60.07	\$169.09	\$169.09
		Graphics		\$55.52	\$156.29	\$156.29
		Planner		\$46.00	\$129.49	\$129.49
		Sr. Planner		\$65.00	\$182.97	\$182.97
		Environmental CEQA		\$59.53	\$167.57	\$167.57
		Principal		\$81.73	\$230.07	\$230.07
		Environmental Biologist		\$40.87	\$115.05	\$115.05
				\$0.00	\$0.00	\$0.00

Other Direct Costs (ODC) Items and Rates	Estimated ODC Budgets Shall Be Included in Cost Proposal.	Description	Rate	Total
		Translation		\$ 2,000.00
		Youth Engagement - Stipend, Gift cards		\$ 2,500.00
		Youth Engagement - Event and Food		\$ 1,100.00
		Youth Engagement - Participation Prizes		\$ 1,500.00
		Community Outreach - Printing		\$ 2,000.00
		Community Outreach - Venues		\$ 1,000.00
		Community Outreach - Travel		\$ 500.00
		Community Outreach - Technology tools		\$ 1,500.00
		TOTAL		\$ 12,100.00

- 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 date noted above unless CITY Project Manager assigns a fair and reasonable flat hourly billing rate for selected employees. For staff not listed by name but by classification only, the reimbursement will not exceed the approved flat hourly billing rate for that classification. Approved flat hourly billing rates for new employees hired after the date of this cost proposal will not exceed (or shall be 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.
- 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.
- 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.
- 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.
- Note employees/classifications that are subject to prevailing wage requirements with an "X" in the Prevailing Wage column. Prevailing Wage specified is based on current Department of Industrial Relations (DIR) determination. CONTRACTOR shall be responsible for any future adjustments to the prevailing wage, including but not limited to, base hourly rates and employer payments as determined by the DIR. CONTRACTOR is responsible for paying the appropriate rate, including escalations that take place during the term of the Agreement. CONTRACTOR shall be reimbursed at the above listed approved flat hourly billing rates.
- 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.
- Local transportation costs resulting from commuting to and from the employee's residence to the office or job site are not reimbursable.
- 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.
- 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 attest that all information is accurate and true.

Approved with Supplement # (type Original if it is the Original): Original
 CONTRACTOR Name: MIG, Inc. (Prime) Date: 4/22/2021
 Project Name: Commercial Corridors Transportation Plans
 Project #: S15184110

Fringe Benefit % + *Overhead % = Combined %
 48.59% 114.49% 163.08%

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

Key Staff	Prevailing Wage	Classification	Name	Actual Base Hourly Rate Paid to Employee For Reference Only (Does not include any Fringe or OH)	Actual Fully Loaded Hourly Rate For Reference Only (Includes Fringe, OH & Profit)	Approved Flat Hourly Billing Rate
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 CONTRACTOR/SUBCONTRACTOR'S AUTHORIZED PERSON SIGNATURE
 Mukul Mathotra

City of Sacramento - Commercial Corridors Transportation Plans																	
Task	Task Description	Project Consultant - M/G										Hours Subtotal	Labor Costs	OH + Fringe	Profit	Total Cost	
		Mukul Manohra	Dan Arneson	Rishi Choudy	Jose Leal	Nathaniel Reedy	Sou Garnett-Noyes	Monique Barsey	Farah Tekball	Hours							
		Principal-in-Charge	Project Director	Project Manager	Senior Landscape Designer	Civil Engineer	Senior Community and Urban Planner	Urban & Streetscape Designer	Project Admin	Hours							
		Classification	Classification	Classification	Classification	Classification	Classification	Classification	Classification	Classification							
Actual Rate		\$ 84.24		\$ 52.59		\$ 40.04		\$ 56.16		\$ 57.18		\$ 45.98		\$ 36.25		\$ 24.96	
Hourly Rate		\$ 84.24		\$ 52.59		\$ 40.04		\$ 56.16		\$ 57.18		\$ 45.98		\$ 36.25		\$ 24.96	
TASK 1: PROJECT MANAGEMENT																	
1.1	Project Inception Meeting	Hours	2	2	6				2	2	14	\$ 560.59	\$ 1,077.23	\$ 121.65	\$	\$ 1,859.34	
1.2	Project Management Meetings	Hours	8	20	44	2			2	12	88	\$ 4,026.02	\$ 6,566.45	\$ 741.61	\$	\$ 11,334.48	
1.3	Monthly Progress Reports and Invoices	Hours	4	12	20					10	46	\$ 2,034.43	\$ 3,317.74	\$ 374.65	\$	\$ 5,726.82	
1.4	Meeting Agendas and Summary Notes	Hours	1	4	36				4	12	57	\$ 2,246.53	\$ 3,666.57	\$ 414.04	\$	\$ 6,328.94	
Task 1 Subtotal			15	38	106	2	0	0	6	36	205	\$ 9,907.57	\$ 16,528.06	\$ 1,851.95	\$	\$ 26,292.70	
TASK 2: REVIEW OF PREVIOUS STUDIES																	
2.1	Summarize Key Findings	Hours	2	6	12	4			2	24	48	\$ 2,403.81	\$ 3,523.85	\$ 397.93	\$	\$ 6,326.58	
Task 2 Subtotal			2	6	12	4	0	2	24	50	102	\$ 2,403.81	\$ 3,523.85	\$ 397.93	\$	\$ 6,326.58	
TASK 3: EXISTING CONDITIONS AND DATA COLLECTION																	
3.1	Existing Operations Analysis	Hours	1	2	6						9	\$ 434.47	\$ 706.54	\$ 80.01	\$	\$ 1,221.02	
3.2	Base Mapping	Hours	8	10	32	6	2			40	98	\$ 4,806.24	\$ 7,168.96	\$ 811.82	\$	\$ 12,406.99	
3.3	Odyssey Analysis	Hours	2	2	6						10	\$ 518.72	\$ 845.92	\$ 95.52	\$	\$ 1,460.16	
3.4	Partially or Fully-Funded Future Projects	Hours	1	2	4						7	\$ 302.79	\$ 575.33	\$ 64.97	\$	\$ 953.09	
3.5	Transit Operations	Hours	1	2	4						7	\$ 302.79	\$ 575.33	\$ 64.97	\$	\$ 953.09	
3.6	Walking/Bicycle Audits	Hours	8	12	16						28	\$ 1,234.52	\$ 2,094.80	\$ 236.55	\$	\$ 3,515.87	
3.7	Prepare a Summary Presentation	Hours	8	12	24	4					40	\$ 3,599.96	\$ 6,457.93	\$ 723.25	\$	\$ 11,747.15	
Task 3 Subtotal			31	42	92	10	2	0	0	100	217	\$ 11,311.50	\$ 18,446.50	\$ 2,083.08	\$	\$ 31,841.08	
TASK 4: PUBLIC OUTREACH AND STAKEHOLDER PARTICIPATION																	
4.1	Comprehensive Engagement Plans (C2)	Hours	2	6	2	8				18	32	\$ 2,437.47	\$ 3,958.72	\$ 447.09	\$	\$ 6,833.28	
4.2	Develop Outreach Materials (C2)	Hours			2					16	24	\$ 1,087.48	\$ 2,751.94	\$ 310.75	\$	\$ 4,150.17	
4.3	Engagement Programs (Workshops and surveys)	Hours			2	4				60	60	\$ 4,914.73	\$ 8,014.94	\$ 905.08	\$	\$ 13,634.74	
4.4	Manage City Website Content (C2)	Hours			2					8	8	\$ 794.57	\$ 1,206.09	\$ 136.20	\$	\$ 2,081.86	
4.5	Translation Services	Hours								10	10	\$ 459.93	\$ 749.89	\$ 84.66	\$	\$ 1,294.48	
4.6	Technical Advisory Group Meetings - Northgate	Hours	6	8	8				4	2	36	\$ 1,815.68	\$ 2,961.01	\$ 334.37	\$	\$ 5,111.06	
4.6	Technical Advisory Group Meetings - Freepoint	Hours	6	8	8				4	2	36	\$ 1,815.68	\$ 2,961.01	\$ 334.37	\$	\$ 5,111.06	
4.7	Additional Meetings with City Staff	Hours	4		8				4		16	\$ 832.45	\$ 1,455.40	\$ 164.33	\$	\$ 2,512.20	
4.8	Outreach Services (C2/C3)	Hours								0	0	\$	\$	\$	\$	\$	
Task 4 Subtotal			18	22	32	12	4	0	0	108	182	\$ 10,762.39	\$ 20,069.01	\$ 2,746.83	\$	\$ 41,578.23	
TASK 5: ALTERNATIVE DEVELOPMENT																	
5.1	Vision and Design Framework - Northgate	Hours	8	14	30	6	4			72	134	\$ 5,811.36	\$ 9,477.16	\$ 1,070.20	\$	\$ 16,358.72	
5.1	Vision and Design Framework - Freepoint	Hours	8	10	20	4	2			60	110	\$ 4,600.11	\$ 7,647.00	\$ 863.53	\$	\$ 13,199.64	
5.2	Evaluation Criteria - Northgate	Hours	2	4	6					14	28	\$ 1,213.11	\$ 1,978.54	\$ 223.40	\$	\$ 3,414.06	
5.2	Evaluation Criteria - Freepoint	Hours	2	4	6					10	22	\$ 996.42	\$ 1,608.65	\$ 181.63	\$	\$ 2,776.72	
5.3	Initial Design Concepts - Northgate	Hours	8	10	36	10				140	214	\$ 8,879.02	\$ 14,479.90	\$ 1,635.12	\$	\$ 24,994.04	
5.3	Initial Design Concepts - Freepoint	Hours	8	8	24	8			8	100	154	\$ 6,436.44	\$ 10,489.81	\$ 1,185.68	\$	\$ 18,123.92	
5.4	Comparative Analysis - Northgate	Hours	1	4	6					14	25	\$ 1,047.19	\$ 1,707.75	\$ 192.85	\$	\$ 2,947.76	
5.4	Comparative Analysis - Freepoint	Hours	1	2	4					10	17	\$ 713.31	\$ 1,166.54	\$ 131.73	\$	\$ 2,013.50	
5.5	Traffic Modeling	Hours	1	2	4					15	7	\$ 302.79	\$ 575.33	\$ 64.97	\$	\$ 953.09	
5.6	Corridor Layout 15% Plans - Northgate	Hours	16		100				15		132	\$ 6,347.05	\$ 10,350.82	\$ 1,168.85	\$	\$ 17,866.76	
5.6	Corridor Layout 15% Plans - Freepoint	Hours	12		74						98	\$ 4,715.47	\$ 7,696.51	\$ 863.12	\$	\$ 13,275.10	
Task 5 Subtotal			63	36	320	28	12	0	0	420	581	\$ 41,195.30	\$ 67,167.81	\$ 7,587.10	\$	\$ 115,974.21	
TASK 6: FINANCIAL ANALYSIS																	
6.1	Planning Level Cost Estimates - Northgate	Hours	2	2	10					12	34	\$ 1,574.55	\$ 2,567.84	\$ 289.09	\$	\$ 4,431.48	
6.1	Planning Level Cost Estimates - Freepoint	Hours	1	2	6				6	0	25	\$ 1,145.26	\$ 1,874.25	\$ 211.65	\$	\$ 3,235.16	
6.2	Funding Sources	Hours									0	\$	\$	\$	\$	\$	
6.3	Financing Plan - Northgate	Hours									0	\$	\$	\$	\$	\$	
6.3	Financing Plan - Freepoint	Hours									0	\$	\$	\$	\$	\$	
Task 6 Subtotal			3	4	16	0	0	0	14	0	59	\$ 2,719.81	\$ 4,442.09	\$ 500.74	\$	\$ 7,662.64	
TASK 7: FINAL CORRIDOR PLAN																	
7.1	Preferred Corridor Plan - Northgate	Hours	12	18	36	8				32	140	\$ 6,796.69	\$ 11,087.31	\$ 1,252.02	\$	\$ 19,136.02	
7.1	Preferred Corridor Plan - Freepoint	Hours	10	12	30	6				28	90	\$ 5,410.84	\$ 8,824.80	\$ 996.44	\$	\$ 15,231.28	
7.2	Preferred Corridor Plan Rerouting - Northgate	Hours	2	6	22					40	78	\$ 3,120.68	\$ 5,082.46	\$ 575.05	\$	\$ 8,780.20	
7.2	Preferred Corridor Plan Rerouting - Freepoint	Hours	2	4	20					40	74	\$ 2,935.82	\$ 4,782.73	\$ 540.65	\$	\$ 8,264.20	
7.3	Financial Analysis of Implementation Costs - Northgate	Hours									0	\$	\$	\$	\$	\$	
7.3	Financial Analysis of Implementation Costs - Freepoint	Hours									0	\$	\$	\$	\$	\$	
7.4	Active Draft Corridor Plan - Northgate	Hours	4	10	30	4			12	50	110	\$ 4,577.21	\$ 7,627.59	\$ 861.34	\$	\$ 13,166.14	
7.4	Active Draft Corridor Plan - Freepoint	Hours	4	8	20	2			8	30	72	\$ 3,142.29	\$ 5,124.45	\$ 576.67	\$	\$ 8,845.42	
7.5	Public Draft Corridor Plan - Northgate	Hours	1	4	14	1			8	24	52	\$ 2,160.48	\$ 3,523.31	\$ 397.87	\$	\$ 6,081.66	
7.5	Public Draft Corridor Plan - Freepoint	Hours	1	4	10	1			6	16	38	\$ 1,615.12	\$ 2,603.94	\$ 294.63	\$	\$ 4,513.69	
7.6	Final Corridor Plan - Northgate	Hours	1	2	10				4	14	31	\$ 1,269.31	\$ 2,102.61	\$ 232.43	\$	\$ 3,602.35	
7.6	Final Corridor Plan - Freepoint	Hours	1	2	6				2	10	21	\$ 883.97	\$ 1,443.73	\$ 163.71	\$	\$ 2,502.40	
7.7	Final Report - Northgate	Hours	1	2	10				4	14	27	\$ 1,197.50	\$ 1,920.50	\$ 217.48	\$	\$ 3,335.48	
7.7	Final Report - Freepoint	Hours	1	2	6				2	10	21	\$ 883.97	\$ 1,443.73	\$ 163.71	\$	\$ 2,502.40	
Task 7 Subtotal			40	74	214	22	0	0	104	384	678	\$ 34,127.73	\$ 55,655.51	\$ 6,284.83	\$	\$ 96,068.07	
TOTAL			162	284	794	78	72	0	242	970	1,822	\$ 115,245.96	\$ 187,943.12	\$ 21,223.24	\$	\$ 324,412.32	
Other Direct Costs																	
Translation																	
\$ 2,000.00																	

Approved with Supplement # (type Original if it is the Original): Original
 CONTRACTOR Name: Nelson\Nygaard (Sub) Date: 4/22/2021
 Project Name: Commercial Corridors Transportation Plans
 Project #: S1584110

Fringe Benefit %	+	*Overhead %	=	Combined %
40.00%		134.09%		174.09%
Profit %:		10.00%		
[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		

Key Staff	Prevailing Wage	Classification	Name	Actual Base Hourly Rate Paid to Employee For Reference Only (Does not include any Fringe or OH)	Actual Fully Loaded Hourly Rate For Reference Only (Includes Fringe, OH & Profit)	Approved Flat Hourly Billing Rate
		Principal 6	Dru van Hengel	\$88.22	\$265.98	\$265.98
X		Principal 2	Stephanie Wright	\$64.64	\$194.89	\$194.89
X		Senior Associate 2	Tracy McMillan	\$56.25	\$169.59	\$169.59
X		Senior Associate Engineer 2	Adrianna Stanley	\$54.33	\$163.80	\$163.80
X		Principal 1	Michael Riebe	\$58.65	\$176.83	\$176.83
		Associate 2	Paul Leitman	\$34.42	\$103.78	\$103.78
		Associate 1	Mohammad Hotak	\$27.40	\$82.61	\$82.61
				\$0.00	\$0.00	\$0.00

Other Direct Costs (ODC) Items and Rates	Estimated ODC Budgets Shall Be Included in Cost Proposal.	Description	Rate	Total
		Traffic counts		\$ 5,200.00
		TOTAL	\$ 5,200.00	

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 date noted above unless CITY Project Manager assigns a fair and reasonable flat hourly billing rate for selected employees. For staff not listed by name but by classification only, the reimbursement will not exceed the approved flat hourly billing rate for that classification. Approved flat hourly billing rates for new employees hired after the date of this cost proposal will not exceed (or shall be 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. No work shall commence until the approval is provided by the CITY. New staff shall be paid at the same or lower approved flat hourly billing rate of the previously approved or similar classification. In addition, if the substitution involves Key Staff, CONTRACTOR must request and justify the need for the substitution and obtain approval from CITY Project Manager. Substituted Key Staff shall be as qualified as the original.
4. Approved flat hourly billing rates include all standard equipment including laptop, camera, cell phone, truck, standard personal safety equipment. CITY Project Manager shall approve any other direct costs.
5. Note employees/classifications that are subject to prevailing wage requirements with an "X" in the Prevailing Wage column. Prevailing Wage specified is based on current Department of Industrial Relations (DIR) determination. CONTRACTOR shall be responsible for any future adjustments to the prevailing wage, including but not limited to, base hourly rates and employer payments as determined by the DIR. CONTRACTOR is responsible for paying the appropriate rate, including escalations that take place during the term of the Agreement. CONTRACTOR shall be reimbursed at the above listed approved flat hourly billing rates.
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7. Local transportation costs resulting from commuting to and from the employee's residence to the office or job site are not reimbursable.
8. The Project will not reimburse CONTRACTOR for costs to relocate its staff to the geographic area of the contract. The Project will not reimburse CONTRACTOR for any per diem.
9. ODC items are to be in compliance with Code of Federal Regulations, Title 48 Part 31 [Federal Acquisition Regulations (FAR) cost principles] and the firm's company-wide 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 attest that all information is accurate and true.

Stephanie Wright

CONTRACTOR/SUBCONTRACTOR'S AUTHORIZED PERSON SIGNATURE

Stephanie Wright

City of Sacramento - Commercial Corridors Transportation Plans														
Task Name	Sub Consultant - Nelson\Nygaard													
	Drusilla van Hengst	Stephanie Wright	Tracy McMillan	Ashanna Stanley	Michael Rebe	Paul Letman	Mohammad Holan	Hours Subtotal	Labor Costs	Off + Fringe	Profit	Total Cost		
	Classification	Principal 6	Principal 2	Senior Associate 2	Senior Associate Engineer 2	Principal 1	Associate 2	Associate 1	Hours Subtotal	174.00%		10.00%		
	Actual Base Hourly Rate	\$ 88.22	\$ 64.64	\$ 66.25	\$ 54.33	\$ 58.65	\$ 34.42	\$ 27.40						
TASK 1: PROJECT MANAGEMENT														
1.1	Project Initiation Meeting	Hours							0 \$	- \$	- \$	- \$	-	
1.2	Project Management Meetings	Hours		15					15 \$	969.60	\$ 1,697.90	\$ 265.76	\$ 2,923.33	
1.3	Monthly Progress Reports and Invoices	Hours							0 \$	- \$	- \$	- \$	-	
1.4	Meeting Agenda and Summary Notes	Hours							0 \$	- \$	- \$	- \$	-	
Task 1 Subtotal			0	15	0	0	0	0	15	969.60	1,697.90	265.76	2,923.33	
TASK 2: REVIEW OF PREVIOUS STUDIES														
2.1	Summarize Key Findings	Hours		8	2	2	2	16	38	3,825.50	\$ 6,629.83	\$ 445.53	\$ 4,900.67	
Task 2 Subtotal			0	8	2	2	2	16	38	3,825.50	6,629.83	445.53	4,900.67	
TASK 3: EXISTING CONDITIONS AND DATA COLLECTION														
3.1	Existing Operations Analysis	Hours		6		6	6	34	52	\$ 1,997.32	\$ 3,477.13	\$ 547.45	\$ 6,021.90	
3.2	Base Mapping	Hours		2				8	10	\$ 348.40	\$ 625.67	\$ 98.51	\$ 1,072.58	
3.3	Collision Analysis	Hours	4	4	32			61	81	\$ 4,511.06	\$ 7,853.30	\$ 1,236.44	\$ 13,602.80	
3.4	Partially- or Fully-Funded Future Projects	Hours		4	2			8	14	\$ 545.42	\$ 1,125.35	\$ 177.18	\$ 1,848.95	
3.5	Transit Operations	Hours		4				16	20	\$ 899.20	\$ 1,409.80	\$ 221.82	\$ 2,430.97	
3.6	Walking/Bicycle Audits	Hours							0 \$	- \$	- \$	- \$	-	
3.7	Prepare a Summary Presentation	Hours		2				6	8	\$ 330.60	\$ 564.59	\$ 90.04	\$ 1,015.23	
Task 3 Subtotal			4	22	34	6	6	51	42	265	8,685.36	13,953.53	2,370.83	20,974.72
TASK 4: PUBLIC OUTREACH AND STAKEHOLDER PARTICIPATION														
4.1	Comprehensive Engagement Plans (x2)	Hours							0 \$	- \$	- \$	- \$	-	
4.2	Develop Outreach Materials (x2)	Hours							0 \$	- \$	- \$	- \$	-	
4.3	Engagement Program (Workshops and surveys)	Hours							0 \$	- \$	- \$	- \$	-	
4.4	Manage City Website Content (x2)	Hours							0 \$	- \$	- \$	- \$	-	
4.5	Translation Services	Hours							0 \$	- \$	- \$	- \$	-	
4.6	Technical Advisory Group Meetings - Northgate	Hours		8					8 \$	517.12	\$ 900.25	\$ 141.74	\$ 1,559.11	
4.6	Technical Advisory Group Meetings - Freeport	Hours		8					8 \$	517.12	\$ 900.25	\$ 141.74	\$ 1,559.11	
4.7	Additional Meetings with City Staff	Hours		4		4		4	12	\$ 710.48	\$ 1,236.87	\$ 194.74	\$ 2,142.09	
4.8	Outreach Services (35%)	Hours							0 \$	- \$	- \$	- \$	-	
Task 4 Subtotal			0	20	0	4	4	0	28	1,784.72	3,037.38	478.21	5,290.31	
TASK 5: ALTERNATIVE DEVELOPMENT														
5.1	Vision and Design Framework - Northgate	Hours		12		4	4	8	26	\$ 1,722.16	\$ 2,993.11	\$ 472.03	\$ 5,192.30	
5.1	Vision and Design Framework - Freeport	Hours		12		4	4	8	26	\$ 1,722.16	\$ 2,993.11	\$ 472.03	\$ 5,192.30	
5.2	Evaluation Criteria - Northgate	Hours		3				0	3	\$ 193.92	\$ 337.60	\$ 53.15	\$ 584.67	
5.2	Evaluation Criteria - Freeport	Hours		2				0	2	\$ 129.28	\$ 223.06	\$ 35.43	\$ 387.78	
5.3	Initial Design Concepts - Northgate	Hours		10		12	5		27	\$ 1,591.61	\$ 2,770.83	\$ 436.24	\$ 4,798.68	
5.3	Initial Design Concepts - Freeport	Hours		6		8	3		17	\$ 966.43	\$ 1,734.17	\$ 273.66	\$ 3,010.26	
5.4	Comparative Analysis - Northgate	Hours		2	8			12	22	\$ 892.32	\$ 1,727.53	\$ 271.98	\$ 2,961.83	
5.4	Comparative Analysis - Freeport	Hours		2	8			12	22	\$ 892.32	\$ 1,727.53	\$ 271.98	\$ 2,961.83	
5.5	Traffic Modeling	Hours		12			60	30	102	\$ 5,116.68	\$ 9,007.63	\$ 1,402.43	\$ 15,426.74	
5.6	Corridor Layout 15% Plans - Northgate	Hours		4		4			12	\$ 710.48	\$ 1,236.87	\$ 194.74	\$ 2,142.09	
5.6	Corridor Layout 15% Plans - Freeport	Hours		4		4			12	\$ 710.48	\$ 1,236.87	\$ 194.74	\$ 2,142.09	
Task 5 Subtotal			0	69	16	36	34	80	261	14,879.84	25,904.31	4,076.42	44,860.57	
TASK 6: FINANCIAL ANALYSIS														
6.1	Planning Level Cost Estimates - Northgate	Hours		2		12	6	30	49	\$ 2,107.09	\$ 3,668.23	\$ 577.53	\$ 6,352.86	
6.1	Planning Level Cost Estimates - Freeport	Hours		1		8	4	20	33	\$ 1,422.28	\$ 2,476.05	\$ 389.83	\$ 4,288.16	
6.2	Funding Sources	Hours							0 \$	- \$	- \$	- \$	-	
6.3	Financing Plan - Northgate	Hours							0 \$	- \$	- \$	- \$	-	
6.3	Financing Plan - Freeport	Hours							0 \$	- \$	- \$	- \$	-	
Task 6 Subtotal			0	3	0	20	10	50	82	3,529.37	6,144.28	967.37	10,641.02	
TASK 7: FINAL CORRIDOR PLAN														
7.1	Preferred Corridor Plan - Northgate	Hours		12	2	16	6		36	\$ 2,109.36	\$ 3,672.18	\$ 578.15	\$ 6,359.70	
7.1	Preferred Corridor Plan - Freeport	Hours		8	2	12	4		26	\$ 1,516.18	\$ 2,639.02	\$ 415.57	\$ 4,571.27	
7.2	Preferred Corridor Plan Renderings - Northgate	Hours							0 \$	- \$	- \$	- \$	-	
7.2	Preferred Corridor Plan Renderings - Freeport	Hours							0 \$	- \$	- \$	- \$	-	
7.3	Financial Analysis of Implementation Costs - Northgate	Hours							0 \$	- \$	- \$	- \$	-	
7.3	Financial Analysis of Implementation Costs - Freeport	Hours							0 \$	- \$	- \$	- \$	-	
7.4	Admin Draft Corridor Plan - Northgate	Hours		10		6			16	\$ 1,081.04	\$ 1,881.96	\$ 296.30	\$ 3,259.30	
7.4	Admin Draft Corridor Plan - Freeport	Hours		6					14	\$ 843.10	\$ 1,457.75	\$ 231.09	\$ 2,541.94	
7.5	Public Draft Corridor Plan - Northgate	Hours		4		4			8	\$ 475.68	\$ 828.46	\$ 130.43	\$ 1,434.77	
7.5	Public Draft Corridor Plan - Freeport	Hours		2		2			4	\$ 237.94	\$ 414.23	\$ 65.22	\$ 717.39	
7.6	Final Corridor Plan - Northgate	Hours							0 \$	- \$	- \$	- \$	-	
7.6	Final Corridor Plan - Freeport	Hours							0 \$	- \$	- \$	- \$	-	
7.7	Final Report - Northgate	Hours							0 \$	- \$	- \$	- \$	-	
7.7	Final Report - Freeport	Hours							0 \$	- \$	- \$	- \$	-	
Task 7 Subtotal			0	44	4	38	10	0	106	6,265.90	10,904.13	1,716.76	18,886.80	
Total			4	181	56	116	115	197	566	765	\$ 37,560.89	\$ 65,963.64	\$ 10,322.47	\$ 113,547.21
Other Direct Costs Traffic Counts													\$ 5,200.00	

Approved with Supplement # (type Original if it is the Original): Original
 CONTRACTOR Name: OCA Sacramento (Sub) Date: 4/22/2021
 Project Name: Commercial Corridors Transportation Plans
 Project #: S15184110

Fringe Benefit %		+	*Overhead %	=	Combined %	
0.00%			0.00%		0.00%	
Profit %:		0.00%				
[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				
Key Staff	Prevailing Wage	Classification	Name	Actual Base Hourly Rate Paid to Employee For Reference Only (Does not include any Fringe or OH)	Actual Fully Loaded Hourly Rate For Reference Only (Includes Fringe, OH & Profit)	Approved Flat Hourly Billing Rate
X		Board of Director 1	Jinky Dolar	\$50.00	\$50.00	\$50.00
X		Board of Director 2	Dorcas Yee	\$50.00	\$50.00	\$50.00
		Board of Director 3		\$50.00	\$50.00	\$50.00
		Board of Director 4		\$50.00	\$50.00	\$50.00
		Board of Director 5		\$50.00	\$50.00	\$50.00
		Board of Director 6		\$50.00	\$50.00	\$50.00
		Board of Director 7		\$50.00	\$50.00	\$50.00
		Board of Director 8		\$50.00	\$50.00	\$50.00
		Board of Director 9		\$50.00	\$50.00	\$50.00
		Board of Director 10		\$50.00	\$50.00	\$50.00
		Intern 1		\$15.00	\$15.00	\$15.00
		Intern 2		\$15.00	\$15.00	\$15.00
		Community Outreach-Translation (Vietnamese)		\$300.00	\$300.00	\$300.00
		Community Outreach-Translation (Chinese)		\$300.00	\$300.00	\$300.00
		Community Outreach- Verifer (Vietnamese)		\$150.00	\$150.00	\$150.00
		Community Outreach-Verifer (Chinese)		\$150.00	\$150.00	\$150.00
				\$0.00	\$0.00	\$0.00

Other Direct Costs (ODC) Items and Rates	Estimated ODC Budgets Shall Be Included in Cost Proposal.	Description	Rate	Total
		TOTAL	\$	-

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 date noted above unless CITY Project Manager assigns a fair and reasonable flat hourly billing rate for selected employees. For staff not listed by name but by classification only, the reimbursement will not exceed the approved flat hourly billing rate for that classification. Approved flat hourly billing rates for new employees hired after the date of this cost proposal will not exceed (or shall be 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. No work shall commence until the approval is provided by the CITY. New staff shall be paid at the same or lower approved flat hourly billing rate of the previously approved or similar classification. In addition, if the substitution involves Key Staff, CONTRACTOR must request and justify the need for the substitution and obtain approval from CITY Project Manager. Substituted Key Staff shall be as qualified as the original.
4. Approved flat hourly billing rates include all standard equipment including laptop, camera, cell phone, truck, standard personal safety equipment. CITY Project Manager shall approve any other direct costs.
5. Note employees/classifications that are subject to prevailing wage requirements with an "X" in the Prevailing Wage column. Prevailing Wage specified is based on current Department of Industrial Relations (DIR) determination. CONTRACTOR shall be responsible for any future adjustments to the prevailing wage, including but not limited to, base hourly rates and employer payments as determined by the DIR. CONTRACTOR is responsible for paying the appropriate rate, including escalations that take place during the term of the Agreement. CONTRACTOR shall be reimbursed at the above listed approved flat hourly billing rates.
6. Overtime may be reimbursed to classifications where it is required by their union contracts (Prevailing Wage classifications). Overtime will not be charged unless prior written approval is received by CITY Project Manager. CITY shall pay CONTRACTOR at the approved overtime rates noted above. CONTRACTOR shall pay prevailing wage employees per prevailing wage guidelines.
7. Local transportation costs resulting from commuting to and from the employee's residence to the office or job site are not reimbursable.
8. The Project will not reimburse CONTRACTOR for costs to relocate its staff to the geographic area of the contract. The Project will not reimburse CONTRACTOR for any per diem.
9. ODC items are to be in compliance with Code of Federal Regulations, Title 48 Part 31 [Federal Acquisition Regulations (FAR) cost principles] and the firm's company-wide 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 attest that all information is accurate and true.

CONTRACTOR/SUBCONTRACTOR'S AUTHORIZED PERSON SIGNATURE

Jinky Dolar

City of Sacramento - Commercial Corridors Transportation Plans									
		Sub Consultant - OCA Sacramento							
		Staff Name	Staff Name	Hours Subtotal	Labor Costs	OH + Fringe	Profit	Total Cost	
		Board of Director (1-10)		Hours Subtotal		0.00%	0.00%		
		Classification							
		Actual Base Hourly Rate	\$	50.00					
TASK 4: PUBLIC OUTREACH AND STAKEHOLDER PARTICIPATION									
4.1	Comprehensive Engagement Plans (x2)	Hours	0	\$	-	\$	-	\$	-
4.2	Develop Outreach Materials (x2)	Hours	0	\$	-	\$	-	\$	-
4.3	Engagement Program (Workshops and surveys)	Hours	0	\$	-	\$	-	\$	-
4.4	Manage City Webpage Content (x2)	Hours	0	\$	-	\$	-	\$	-
4.5	Translation Services	Hours	0	\$	-	\$	-	\$	-
4.6	Technical Advisory Group Meetings - Northgate	Hours	0	\$	-	\$	-	\$	-
4.6	Technical Advisory Group Meetings - Freeport	Hours	0	\$	-	\$	-	\$	-
4.7	Additional Meetings with City Staff	Hours	0	\$	-	\$	-	\$	-
4.8	Outreach Services (CBO's)	Hours	200	\$	10,000.00	\$	-	\$	10,000.00
Task 4 Subtotal			200		200	\$ 10,000.00	\$	-	\$ 10,000.00
Total			200		200	\$ 10,000.00	\$	-	\$ 10,000.00
Other Direct Costs									
ODC Subtotal					0	\$	-	\$	-
Grand Total									\$ 10,000.00

Approved with Supplement # (type Original if it is the Original): Original
CONTRACTOR Name: Stanford Settlement Inc. (Sub) **Date:** 4/22/2021
Project Name: Commercial Corridors Transportation Plans
Project #: S15184110

Profit %: 0.00%

Other Direct Costs (ODC) Items and Rates	Estimated ODC Budgets Shall Be Included in Cost Proposal.	Description	Rate	Total
			TOTAL	\$ -

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

Julie Rhoten

City of Sacramento - Commercial Corridors Transportation Plans									
		Sub Consultant - Stanford Settlement							
		Staff Name	Staff Name	Hours Subtotal	Labor Costs	OH + Fringe	Profit	Total Cost	
		Classification	Assistant Director	Hours Subtotal		0.00%	0.00%		
		Actual Base Hourly Rate	\$	26.00					
TASK 4: PUBLIC OUTREACH AND STAKEHOLDER PARTICIPATION									
4.1	Comprehensive Engagement Plans (x2)	Hours	0	\$	-	\$	-	\$	-
4.2	Develop Outreach Materials (x2)	Hours	0	\$	-	\$	-	\$	-
4.3	Engagement Program (Workshops and surveys)	Hours	0	\$	-	\$	-	\$	-
4.4	Manage City Webpage Content (x2)	Hours	0	\$	-	\$	-	\$	-
4.5	Translation Services	Hours	0	\$	-	\$	-	\$	-
4.6	Technical Advisory Group Meetings - Northgate	Hours	0	\$	-	\$	-	\$	-
4.6	Technical Advisory Group Meetings - Freeport	Hours	0	\$	-	\$	-	\$	-
4.7	Additional Meetings with City Staff	Hours	0	\$	-	\$	-	\$	-
4.8	Outreach Services (CBO's)	Hours	150	\$	3,900.00	\$	-	\$	3,900.00
Task 4 Subtotal			150	\$	3,900.00	\$	-	\$	3,900.00
Total			150	\$	3,900.00	\$	-	\$	3,900.00
Other Direct Costs									
ODC Subtotal				\$	-	\$	-	\$	-
Grand Total								\$	3,900.00

EXHIBIT C

INSURANCE

1. **Insurance Requirements.** During the entire term of this Contract, Contractor shall maintain the insurance coverage described in the Insurance Terms below. Full compensation for all premiums that Contractor is required to pay for the insurance coverage described herein shall be included in the compensation specified under this Contract. 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.

Contractor's liability to the City is not in any way limited to or affected by the amount of insurance coverage required or carried by the Contractor in connection with this Contract.

2. **General Liability Minimum Scope and Limits of Insurance Coverage.** Commercial General Liability Insurance is required 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 the Contractor and subcontractors, products and completed operations of Contractor and subcontractors, and premises owned, leased, or used by Contractor 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.

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 and subcontractors; products and completed operations of Contractor and subcontractors; and premises owned, leased, or used by Contractor and subcontractors.

3. **Automobile Liability Minimum Scope and Limits of Insurance Coverage.** *(Check the applicable provision.)*

 X Automobile Liability Insurance is required 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 occurrence. The policy shall provide coverage for owned, non-owned and/or hired autos as appropriate to the operations of the Contractor.

The City, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects auto liability.

 No automobile liability insurance is required, and by signing this Contract, Contractor certifies as follows:

"Contractor certifies that a motor vehicle will not be used in the performance of any work or services under this agreement. If, however, Contractor does transport items under this Contract, or this Contract is amended to require any employees of Contractor to use a

vehicle to perform services under the Contract, Contractor understands that it must maintain and provide evidence of 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 occurrence. The policy shall provide coverage for owned, non-owned and/or hired autos as appropriate to the operations of the Contractor."

4. **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 contains, or is endorsed to contain, a provision that it will 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 will be in excess of Contractor's umbrella or excess coverage and will not contribute to it.
5. **Workers' Compensation Minimum Scope and Limits of Insurance Coverage.** *(Check the applicable provision.)*

☒ Workers' Compensation Insurance is required 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.

☐ No work or services will be performed on or at CITY facilities or CITY Property, therefore a Workers' Compensation waiver of subrogation in favor of the CITY is not required.

☐ No Workers' Compensation insurance is required, and by signing this Contract, Contractor certifies as follows:

"Contractor certifies that its business has no employees, and that it does not employ anyone, and is therefore exempt from the legal requirements to provide Workers' Compensation insurance. If, however, Contractor hires any employee during the term of this Contract, Contractor understands that Workers' Compensation with statutory limits and Employer's Liability Insurance with a limit of not less than one million dollars (\$1,000,000) is required. The Workers' Compensation policy will include a waiver of subrogation in favor of the City."

6. **Professional Liability Minimum Scope and Limits of Insurance Coverage.** Professional Liability Insurance providing coverage on a claims-made basis for errors and omissions, or malpractice with limits of not less than one million dollars (\$1,000,000):

Is xx 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 under this Contract. The retroactive date must be prior to the date this Contract is approved or any Services are performed.

7. **Other Insurance Provisions.** The policies must contain, or be endorsed to contain, the following provisions:
- A. Contractor's insurance coverage, including excess insurance, shall be primary insurance as respects the City, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees or volunteers will be in excess of Contractor's insurance and will not contribute with it.
 - B. Any failure to comply with reporting provisions of the policies will not affect coverage provided to the City, its officials, employees or volunteers.
 - C. Coverage shall state that Contractor's insurance applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - D. Contractor shall provide the City with 30 days written notice of cancellation or material change in the policy language or terms.
8. **Acceptability of Insurance.** Insurance must 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 Exhibit C must be declared to and approved by the City in writing before execution of this Contract.
9. **Verification of Coverage.**
- A. Contractor shall furnish City with certificates and required endorsements evidencing the insurance required. Certificates of insurance must be signed by an authorized representative of the insurance carrier. Copies of policies shall be delivered to the City Representative on demand.
 - B. Contractor shall send all insurance certificates and endorsements, including policy renewals, during the term of this Contract directly to:

City of Sacramento
c/o Exigis LLC
PO Box 947
Murrieta, CA 92564
 - C. Certificate Holder must be listed as:

City of Sacramento
c/o Exigis LLC
PO Box 947
Murrieta, CA 92564
 - D. The City may withdraw its offer of Contract or cancel this Contract if the certificates of insurance and endorsements required have not been provided before execution of this Contract. The City may withhold payments to Contractor and/or cancel the Contract if the insurance is canceled or Contractor otherwise ceases to be insured as required herein.

10. **Subcontractor Insurance Coverage.** Contractor shall require and verify that all subcontractors maintain insurance coverage that meets the minimum scope and limits of insurance coverage specified in this Exhibit C.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/27/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

PRODUCER Dealey, Renton & Associates P. O. Box 12675 Oakland CA 94604-2675		CONTACT NAME: Jo Lusk PHONE (A/C, No, Ext): 510-465-3090 E-MAIL: certificates@dealeyrenton.com FAX (A/C, No): 510-452-2193	
INSURED MIG, Inc. 317 Lexington Ave, Suite 2 800 Hearst Ave Principal: Mukul Malhotra San Antonio TX 78215		INSURER(S) AFFORDING COVERAGE INSURER A: Berkley Insurance Company INSURER B: The Travelers Indemnity Company INSURER C: The Travelers Indemnity Company of Connecticut INSURER D: Travelers Property Casualty Company of America INSURER E: INSURER F:	
License#: 0020739 MIGINC0-01		NAIC # 32603 25658 25682 25674	

COVERAGES **CERTIFICATE NUMBER:** 216274965 **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 PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab <input type="checkbox"/> Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	6801H845960	8/31/2020	8/31/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	BA6K931299	8/31/2020	8/31/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0	Y	Y	CUP0H758762	8/31/2020	8/31/2021	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
D	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	UB2L553909	8/31/2020	8/31/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER WA STOP GAP E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability			AEC903908702	8/31/2020	8/31/2021	Each Claim \$3,000,000 Annual Aggregate \$5,000,000

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


Umbrella Liability policy is a follow-form underlying General Liability/Auto Liability/Employers Liability.

RE: Project: Commercial Corridors Transportation Plans

City of Sacramento, its officials, employees and volunteers are named as additional insureds as respects general and auto liability as required per written contract or agreement. General Liability is Primary/Non-Contributory per policy form wording. Insurance coverage includes waiver of subrogation per the attached endorsement(s).

CERTIFICATE HOLDER

CANCELLATION 30 Day Notice of Cancellation

City of Sacramento c/o Exigis LLC PO Box 4668 ECM- #35050 New York NY 10168-4668	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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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Names of Additional Insured Person(s) or Organization(s):

Any person or organization that you agree in a written contract, on this Coverage Part, provided that such written contract was signed and executed by you before, and is in effect when the "bodily injury" or "property damage" occurs or the "personal injury" or "advertising injury" offense is committed.

Location of Covered Operations:

Any project to which an applicable written contract with the described in the Name of Additional Insured Person(s) or Organization(s) section of this Schedule applies.

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

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

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

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

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

This insurance does not apply to "bodily injury" or "property damage" occurring, or "personal injury" or "advertising injury" arising out of an offense committed, after:

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Any person or organization that you agree in a written contract to include as an additional insured on this Coverage Part for "bodily injury" or "property damage" included in the "products-completed operations hazard", provided that such contract was signed and executed by you before, and is in effect when, the bodily injury or property damage occurs.

Location And Description Of Completed Operations

Any project to which an applicable contract described in the Name of Additional Insured Person(s) or Organization(s) section of this Schedule applies.

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

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

location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

COMMERCIAL GENERAL LIABILITY

c. Method Of Sharing

If all of 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.

d. Primary And Non-Contributory Insurance If Required By Written Contract

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or

- (b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.
3. The following replaces the last sentence of Paragraph 5. of **SECTION III – LIMITS OF INSURANCE**:
- For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".
4. The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:
- Sale Of Pharmaceuticals**
- "Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of the insured.
5. The following is added to the **DEFINITIONS** Section:
- "Incidental medical services" means:
- a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or
 - b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.
6. The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:
- This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis,

that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II – Who Is An Insured.

K. MEDICAL PAYMENTS – INCREASED LIMIT

The following replaces Paragraph 7. of **SECTION III – LIMITS OF INSURANCE**:

7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:
- a. \$10,000; or
 - b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

L. AMENDMENT OF EXCESS INSURANCE CONDITION – PROFESSIONAL LIABILITY

The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is Professional Liability or similar coverage, to the extent the loss is not subject to the professional services exclusion of Coverage A or Coverage B.

M. BLANKET WAIVER OF SUBROGATION – WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a written contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
 - b. "Personal and advertising injury" caused by an offense that is committed;
- subsequent to the signing of that contract or agreement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

SCHEDULE

Name Of Person(s) Or Organization(s):

ANY PERSON OR ORGANIZATION THAT
YOU ARE REQUIRED TO INCLUDE AS
ADDITIONAL INSURED ON THE COVERAGE
FORM IN A WRITTEN CONTRACT OR
AGREEMENT THAT IS SIGNED AND
EXECUTED BY YOU BEFORE THE BODILY
INJURY OR PROPERTY DAMAGE
OCCURS AND THAT IS IN EFFECT
DURING THE POLICY PERIOD.

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

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Cov-

ered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

The following replaces Paragraph **A.5., Transfer of Rights Of Recovery Against Others To Us**, of the **CONDITIONS** Section:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent

required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

POLICY NUMBER: UB2L553909

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

Any Person or organization for which the insured has agreed by written contract executed prior to loss to furnish this waiver.

EXHIBIT D

GENERAL CONDITIONS

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 will be entitled to any benefits payable to CITY employees. CITY is not required to make any deductions or withholdings from the compensation payable to CONTRACTOR under the provisions of this Contract, and CONTRACTOR will 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 any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Contract or by reason of the nature and/or performance under this Contract.
- B. It is further understood and agreed by the parties that CONTRACTOR, in the performance of its obligations, is subject to the City's control and direction as to the designation of tasks to be performed and the results to be accomplished under this Contract, but not as to the means, methods, or sequence used by CONTRACTOR for accomplishing the results. To the extent that CONTRACTOR obtains permission to, and does, use CITY facilities, space, equipment or support services in the performance of this Contract, this use will be at the CONTRACTOR's sole discretion based on the CONTRACTOR's determination that the use will promote CONTRACTOR's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Contract, the CITY does not require that CONTRACTOR use CITY facilities, equipment or support services or work in CITY locations in the performance of this Contract. As used in this Contract, "sole discretion" or "sole judgment" means that the party authorized to exercise its discretion or judgment may do so based on an unfettered assessment of its own interests, without considering how its decision affects the other party, and unconstrained by the implied covenant of good faith and fair dealing.
- C. If, in the performance of this Contract, any third persons are employed by CONTRACTOR, such persons will be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. Except as otherwise provided in this Contract, 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 will issue W-2 or 1099 Forms for income and employment tax purposes for all CONTRACTOR's assigned personnel and subcontractors.
- D. The provisions of this section will survive any expiration or termination of this Contract. Nothing in this Contract creates an exclusive relationship between CITY and CONTRACTOR. CONTRACTOR may represent, perform services for, or be employed by

any additional persons or companies so long as CONTRACTOR does not violate the provisions of Section 5, below.

2. **Licenses; Permits, Etc.** CONTRACTOR represents and warrants that CONTRACTOR has, and shall maintain at all times during the term of this Contract at its sole cost and expense, all licenses, permits, qualifications, and approvals of any nature that are legally required for CONTRACTOR to practice its profession or fulfill the terms of this Contract, including a City Business Operations Tax Certificate and any required certification issued by the California Secretary of State.
3. **Time.** Time is of the essence in the performance of this Contract. CONTRACTOR shall devote the necessary time and effort to its performance under this Contract. Neither party will be considered in default of this Contract, 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 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 will acquire any interest, directly or indirectly, that would conflict in any manner with the CITY's interests or that would in any way hinder CONTRACTOR's performance under this Contract. CONTRACTOR further covenants that in the performance of this Contract, no person having any such interest will be employed by it as an officer, employee, agent or subcontractor, without the City's written consent.

CONTRACTOR agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the City's interests during the performance of this Contract. If CONTRACTOR is or employs a former officer or employee of the CITY, CONTRACTOR and any former City officer or employee 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. **Hazardous Substances.** "Hazardous Substances" means any substance, material, waste, or other pollutant or contaminant that is or becomes designated, classified, or regulated as hazardous or toxic under any law, regulation, rule, order, decree, or other governmental requirement now in effect or later enacted. If Contractor is shipping Hazardous Substances, Contractor must supply a Safety Data Sheet ("SDS") with the first shipment of Hazardous Substances to each City location receiving the Hazardous Substances. If the content of an SDS is revised, Contractor must provide a revised SDS to each City location receiving Hazardous Substances.
7. **Confidentiality of CITY Information.** During performance of this Contract, 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 City's prior written consent.

In addition, CONTRACTOR must 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 is a material violation of this Contract and shall justify legal and equitable relief.

8. CONTRACTOR Information.

- A. CITY shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by CONTRACTOR under this Contract. In this Contract, the term "information" means and includes: 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 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 under this Contract 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 days after CITY is served with any such claim, action, lawsuit or other proceeding. However, City's failure to provide notice within the ten-day period does not relieve CONTRACTOR of its obligations hereunder, which survive any termination or expiration of this Contract.
- 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 Contractor's performance, will be disclosed upon receipt of a request for disclosure, in accordance with 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 will then have five days from the date it receives notice to petition the court for a protective order to prevent the disclosure of the information. 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 seek a protective order, in accordance with the provisions of subsection C, above, constitutes a complete waiver by CONTRACTOR of any rights regarding the information designated "trade secret" by CONTRACTOR, and the

information will be disclosed by CITY in accordance with the Public Records Act.

9. **Notification of Material Changes in Business.** Contractor agrees that if it experiences any material changes in its business, including a reorganization, refinancing, restructuring, leveraged buyout, bankruptcy, name change, or loss of key personnel, it will immediately notify the City of the changes. Contractor also agrees to immediately notify the City of any condition that may jeopardize the scheduled delivery or fulfillment of Contractor's obligations to the City under this Contract.
10. **Standard of Performance.** CONTRACTOR shall perform in the manner and according to the standards currently observed by a competent practitioner of CONTRACTOR's profession in California and in compliance with all requirements of this Contract. All products that CONTRACTOR delivers to CITY under this Contract must be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in CONTRACTOR's profession.

CONTRACTOR shall assign only competent personnel to perform on its behalf under this Contract. CONTRACTOR must notify the CITY in writing of any changes in CONTRACTOR's staff assigned to perform under this Contract, before any performance by the new staff member. If the CITY, in its sole discretion, determines that any person assigned by the Contractor to perform under this Contract is not performing in accordance with the standards required herein, City shall provide notice to Contractor. CONTRACTOR shall immediately remove the assigned person upon receipt of the notice.

11. **Performance or Different Terms and Conditions.** The City's subsequent performance will not be construed as either acceptance of additional or different terms and conditions or a counteroffer by the Contractor, nor will the City's subsequent performance be viewed as acceptance of any provision of the Uniform Commercial Code, as adopted by any State, that is contrary to the terms and conditions contained herein. Contractor's performance shall conform to the applicable requirements of the Sacramento City Charter, Sacramento City Code, and all applicable State and Federal laws, and all the requirements of this Contract. The California Commercial Code will apply except as otherwise provided in the Contract.
12. **Emergency/Declared Disaster Requirements.** If an emergency is declared by the City Manager, or if any portion of the City is declared a disaster area by the county, state or federal government, this Contract may be subjected to increased usage. The Contractor shall serve the City during a declared emergency or disaster, subject to the same terms and conditions that apply during non-emergency / non-disaster conditions. The pricing set forth in this Contract will apply, without mark-up, regardless of the circumstances. If the Contractor is unable to fulfill the terms of the Contract because of a disruption in its chain of supply or service, then the Contractor shall provide proof of the disruption. Acceptable forms of proof will include a letter or notice from the Contractor's source stating the reason for the disruption.
13. **Term; Suspension; Termination.**
 - A. This Contract is effective on the Effective Date and continues in effect until both parties have fully performed their respective obligations under this Contract, unless sooner terminated as provided herein.

- B. CITY shall have the right at any time to suspend CONTRACTOR's performance hereunder, in whole or in part, by giving a written notice of suspension to CONTRACTOR. Upon receipt of such notice, CONTRACTOR shall immediately suspend its activities under this Contract, as specified in the notice.
- C. The CITY shall have the right to terminate this Contract at any time by giving a written notice of termination to CONTRACTOR. Upon receipt of such notice, CONTRACTOR shall immediately cease performance under this Contract as specified in the notice. If the CITY terminates this Contract:
 - (1) CONTRACTOR shall, not later than five days after receipt of the notice, deliver all information prepared under this Contract to the City.
 - (2) The CITY shall pay CONTRACTOR the reasonable value of Goods or Services provided by CONTRACTOR before termination; provided, however, CITY shall not in any manner be liable for lost profits that might have been made by CONTRACTOR had the Contract not been terminated or had CONTRACTOR completed performance required by this Contract. CONTRACTOR shall furnish to the CITY any financial information requested by the City to determine the reasonable value of the Goods or Services provided by CONTRACTOR. The foregoing is cumulative and does not affect any right or remedy that CITY may have in law or equity.

14. Default by Contractor. In case of default by the Contractor, the City reserves the right to procure the Goods or Services from other sources and deduct from any monies due, or that may thereafter become due to the Contractor, the difference between the price named in this Contract and the actual cost to the City to procure from an alternate source. Prices paid by the City will be considered the prevailing market price at the time such purchase is made.

15. Indemnity.

- A. Indemnity: Contractor shall defend, hold harmless, and indemnify City, its officers, and employees, and each and every one of them, to the fullest extent permitted under law, from and against all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, and expenses of every type and description, whether arising on or off the site of the work or services performed under this Contract, including any fees and 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 Claims for personal injury or death, damage to personal, real, or intellectual property, damage to 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 related in any way to the performance of or failure to perform this Contract by Contractor, any subcontractor (including lower-tier subcontractors) or agent of Contractor, their respective officers and employees, and anyone else for whose acts of omissions any of them may be liable, whether or not the 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 the active negligence or willful misconduct of, or defects in design furnished by, City, its agents, servants, or independent contractors who are directly responsible to City, except when such agents, servants, or independent contractors are under the supervision and control of Contractor or any subcontractor (including lower-tier subcontractors) or agent of Contractor. While Contractor's defense costs ordinarily cannot exceed Contractor's proportionate percentage of fault, if one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution, the Contractor shall meet and confer with the City and other parties regarding the unpaid defense costs.

- B. Insurance Policies; Intellectual Property Claims: The existence or acceptance by City of any of the insurance policies or coverages described in this Contract will not affect or limit any of City's rights under this Section, nor will the limits of any insurance limit the liability of Contractor hereunder. This Section will not apply to any intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of the Contractor Information Section, above.
- C. Survival. The provisions of this section will survive any expiration or termination of this Contract.

16. Funding Availability.

- A. This Contract is subject to the budget and fiscal provisions of the Charter and the Sacramento City Code.
- B. The City's payment obligation under this Contract will not exceed the amount of funds appropriated and approved for this Contract by the Sacramento City Council.
- C. This Section shall govern over any other contrary provision of the Contract.

17. Equal Employment Opportunity. During the performance of this Contract, CONTRACTOR, for itself, its assignees and successors in interest, agrees as follows:

- A. Compliance With Regulations: CONTRACTOR shall comply with all state, local, and federal anti-discrimination laws and regulations, including the Executive Order 11246 entitled "Equal Opportunity in Federal Employment", as amended by Executive Order 11375, 12086, and 13672, and as supplemented in Department of Labor regulations (41 CFR Chapter 60), referred to collectively as the "Regulations."
- B. Nondiscrimination: CONTRACTOR, with regards to the work performed by it after award and before completion of the work under this Contract, 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 Contract 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 the 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 Contract, the CITY shall impose any sanctions it determines are appropriate including:
- (1) Withholding of payments to CONTRACTOR under this Contract until CONTRACTOR complies;
 - (2) Cancellation, termination, or suspension of this Contract, 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. The City may direct CONTRACTOR to take specific actions to enforce these provisions, including sanctions for noncompliance; provided, however, that if CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, CONTRACTOR may request that the CITY join such litigation to protect the City's interests.
18. **Entire Agreement.** This Contract, including all Exhibits and documents referenced herein, contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had before the execution of this Contract. No alteration to the terms of this Contract shall be valid unless approved in writing by CONTRACTOR, and by CITY, in accordance with applicable provisions of the Sacramento City Code.
19. **Modification of Contract.** The Contractor shall take no direction from any City employee that changes the executed terms and conditions of the Contract, including Exhibit A, or any change that impacts the cost, price, or schedule, before receiving a written, signed modification to the Contract.
20. **Severability.** If a court with jurisdiction rules that any portion of this Contract or its application to any person or circumstance is invalid or unenforceable, the remainder of this Contract will not be affected thereby and will remain valid and enforceable as written, to the greatest extent permitted by law.

21. **Waiver.** Neither the CITY's acceptance of, or payment for, any Goods or Services, nor any waiver by either party of any default, breach or condition precedent, will be construed as a waiver of any provision of this Contract, nor as a waiver of any other default, breach or condition precedent or any other right hereunder. No waiver will be effective unless it is in writing and signed by the waiving party.
22. **Governing Law.** This Contract shall be governed, construed and enforced in accordance with the laws of the State of California, except that the rule of interpretation in California Civil Code section 1654 will not apply. Venue of any litigation arising out of this Contract will 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.
23. **Assignment Prohibited.** The expertise and experience of CONTRACTOR are material considerations for this Contract. 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 Contract without the written consent of the CITY. Any attempted or purported assignment without CITY's written consent shall be void and of no effect.
24. **Binding Effect.** This Contract is binding on the heirs, executors, administrators, successors and assigns of the parties, subject to the provisions of Section 23, above.
25. **Compliance with Laws.** The Contractor shall be responsible for strict compliance with all applicable laws, regulations, court orders and other legal requirements applicable to the work to be accomplished under the Contract, including the California Occupational Safety and Health Act and all applicable safety orders issued by the Division of Occupational Safety and Health, Department of Industrial Relations, State of California, and all applicable requirements of Underwriters Laboratories and the Federal Communication Commission.
26. **Debarment Certification**
- A. Pursuant to 2 CFR, Part 200, and applicable Executive Orders, the City is restricted in its ability to contract with certain parties that are debarred, suspended, or otherwise excluded or ineligible for participating in Federal assistance programs or activities. By signing this Agreement, CONTRACTOR warrants and certifies under penalty of perjury under the laws of the State of California that Contractor, including any owner, partner, director, officer, or principal of the CONTRACTOR, or any person in a position with management responsibility or responsibility for the administration of federal funds:
- (1) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department/agency;
- (2) Has not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract (federal, state, or local); violation of federal or state antitrust statutes; or

commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, receiving stolen property, or other criminal felony;

(3) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (b) above; or

(4) Has not, within a three-year period preceding this certification, had one or more public contracts (federal, state, or local) or transactions terminated for cause or default.

(5) Has not been notified, within a three-year period preceding this certification, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied. Federal taxes are considered delinquent if the tax liability has been finally determined and the taxpayer is delinquent in making payment, as defined in Section 52.209-5 of the Federal Acquisition Regulations.

B. CONTRACTOR further warrants and certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department/agency. Any exceptions to the warranties and certifications in this Section must be disclosed to the City.

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

D. City will review the Federal Government's System for Award Management Exclusions maintained by the General Services Administration for eligibility, prior to the execution of this Agreement. The CONTRACTOR shall provide immediate written notice to the City if, at any time prior to execution, the CONTRACTOR learns this certification is erroneous or has become erroneous by reason of changed circumstances. If it is later determined that the Contractor's warranties and certification in this Section were erroneous, the City may terminate this Agreement for default.

EXHIBIT E

ADDITIONAL REQUIREMENTS FOR SURVEYING, MATERIAL TESTING, AND INSPECTION SERVICES

The Services provided under this Contract include 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. Therefore, the services include "Public Work" under the California Labor Code and is subject to the following requirements:

- A. Payment of Prevailing Wages: Contractor and any subcontractor(s) performing any Public Work shall comply with the provisions of Sacramento City Code section 3.60.180 and applicable provisions of the California Labor Code, which require, among other things, that CONTRACTOR and all subcontractors pay not less than the prevailing rate of wages, as determined by the Director of the California Department of Industrial Relations ("DIR") in accordance with California Labor Code section 1773. CONTRACTOR and every subcontractor shall maintain payroll records and submit certified payrolls and other labor compliance documentation electronically when and as required by CITY. In addition, Labor Code Section 1771.4 requires the CONTRACTOR and any subcontractor performing any Public Work to furnish electronic payroll records directly to the Labor Commissioner. Contractor shall include these requirements in every subcontract.

This Agreement is subject to compliance monitoring and enforcement by the DIR, as specified in California Labor Code section 1771.4. The Contractor and any subcontractor 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 City Representative.

- B. DIR Registration: California Labor Code Section 1725.5 requires the CONTRACTOR and all subcontractors performing Public Works services to be currently registered with the DIR, as specified in California Labor Code Section 1725.5. California Labor Code Section 1771.1 provides that a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal (subject to the requirements of Section 4104 of the California Public Contract Code), or engage in the performance of any contract for Public Work, unless currently registered and qualified to perform Public Work in accordance with California Labor Code Section 1725.5.

Further information can be found on DIR's website at <http://www.dir.ca.gov/Public-Works/Contractors.html>. The above summary is provided solely for informational purposes and does not in any way affect the CONTRACTOR's and subcontractors' obligation to comply in all respects with all other applicable laws and regulations. The CONTRACTOR shall disseminate these provisions to all subcontractors.

Before the performance of work by Contractor or any subcontractor(s) under this Contract, Contractor shall furnish Contractor's and any subcontractors' current DIR

registration number(s). The Contractor's current DIR registration number and the current DIR registration number of all subcontractors will be listed on the Subcontractor and LBE Participation Verification Form, incorporated herein.

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

Contractor DIR registration #: _____

- C. Workers' Compensation Certification. In accordance with California Labor Code Section 1861, by signing this Contract, Contractor acknowledges and represents that Contractor is aware of the provisions of section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and that Contractor will comply with the provisions of the Labor Code before commencing performance under this Contract.
- D. Apprentices. If this Contract is for the performance of any Public Work, and the amount of the Contract is \$30,000 or more, the Contractor and any subcontractors performing any Public Work under this Contract must comply with and be subject to enforcement under, the provisions of 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 subcontractors performing Public Work will be subject to penalties for apprenticeship violations in accordance with Labor Code Section 1777.7.
- E. Working Hours. If this Contract is for the performance of any Public Work, Contractor and any subcontractors performing any Public Work under this Contract must comply with and be subject to enforcement under, the provisions of Sacramento City Code Section 3.60.180 and California Labor Code Section 1810 et seq., governing the working hours of employees performing Public Work.
- F. Failure to Comply with Labor Compliance. If all applicable labor compliance requirements are not met, the City will have the right to withhold or reject a payment request and/or invoice, in whole or in part, without in any way relieving Contractor or its subcontractors of any obligations under this Contract.
- G. Subcontractors. The Contractor shall include these provisions A through F in every subcontract or sub-agreement for any subcontractors performing work under this Contract.

MUST BE POSTED IN CONSPICUOUS PLACE

SACRAMENTO		121456	
BUSINESS OPERATIONS TAX CERTIFICATE			
Business Name	MOORE IACOFANO GOLTSMAN INC	FROM	TO
Business Address	800 HEARST AVE	Mo. Day Yr.	Mo. Day Yr.
Owner	MOORE IACOFANO GOLTSMAN INC	10/01/2020	09/30/2021
Type of Business	PLANNING DESIGN COMMUNICATIONS		
Tax Classification	401		Expires
MOORE IACOFANO GOLTSMAN INC 800 HEARST AVE BERKELEY, CA 94710-2018		VOID IF NOT VALIDATED	

121456

TOTAL
PAID: \$764.67

THIS STUB MAY BE
FOLDED/DETACHED
BEFORE POSTING

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).

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Moore Iacofano Goltsman, Inc.	
	2 Business name/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. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=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 classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ►	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) <u>5</u> Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.) See instructions. 800 Hearst Avenue	Requester's name and address (optional)
	6 City, state, and ZIP code Berkeley, CA 94710	
7 List 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		-	3	1	1	6	9 9 8

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 secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ► <i>Faylin Paciski</i>	Date ► 4/27/2021
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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-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (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.

2021 Withholding Exemption Certificate**590**

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

Withholding Agent Information

Name

Payee Information

Name

☐ SSN or ITIN ☐ FEIN ☒ CA Corp no. ☐ CA SOS file no.

Moore Iacofano Goltsman, Inc. dba MIG

94-3116998

Address (apt./ste., room, PO box, or PMB no.)

800 Hearst Ave

City (If you have a foreign address, see instructions.)

Berkeley,

State

CA

ZIP code

94710

Exemption Reason**Check only one box.**

By checking the appropriate box below, the payee certifies the reason for the exemption from the California income tax withholding requirements on payment(s) made to the entity or individual.

☐ **Individuals — Certification of Residency:**

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

☒ **Corporations:**

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

☐ **Partnerships or Limited Liability Companies (LLCs):**

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

☐ **Tax-Exempt Entities:**

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

☐ **Insurance Companies, Individual Retirement Arrangements (IRAs), or Qualified Pension/Profit-Sharing Plans:**

The entity is an insurance company, IRA, or a federally qualified pension or profit-sharing plan.

☐ **California Trusts:**

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

☐ **Estates — Certification of Residency of Deceased Person:**

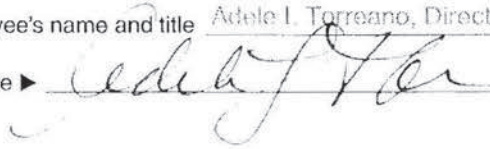
I am the executor of the above-named person's estate or trust. The decedent was a California resident at the time of death. The estate will file a California fiduciary tax return.

☐ **Nonmilitary Spouse of a Military Servicemember:**

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

CERTIFICATE OF PAYEE: Payee must complete and sign below.To learn about your privacy rights, how we may use your information, and the consequences for not providing the requested information, go to ftb.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 Adele I. Torreano, Director of Business ServicesTelephone (510) 845-7549Payee's signature ▶ Date 04/28/2021

Executed as of the day and year first above stated.

CITY OF SACRAMENTO
A Municipal Corporation

By: Hector Barron

Print name: Hector Barron

Title: Assistant City Manager

For: Howard Chan, City Manager

ATTEST:

Wendy Klock-Johnson
Wendy Klock-Johnson (Jun 2, 2021 15:27 PDT)
City Clerk

APPROVED AS TO FORM:

Gerald Hicks
Gerald Hicks (May 19, 2021 12:26 PDT)
City Attorney

Attachments

Exhibit A	Scope of Work
Exhibit B	Payment
Exhibit C	Insurance
Exhibit D	General Conditions
Exhibit E	Additional Requirements for Surveying, Material Testing, and Inspection Services

CONTRACTOR:

Moore Iacofano Goltsman, Inc
NAME OF FIRM

94-3116998
Federal I.D. No.

State I.D. No.

121456
City of Sacramento Business Op. Tax Cert. No.

TYPE OF BUSINESS ENTITY (*check one*):

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

Daniel S Iacofano
Daniel S Iacofano (May 10, 2021 12:20 PDT)
Signature of Authorized Person

Daniel Iacofano, President/CEO
Print Name and Title

N/A
Additional Signature (*if required*)

N/A
Print Name and Title