



**DEPARTMENT OF  
PUBLIC WORKS**

ENGINEERING DIVISION

THOMAS M. FINLEY  
ENGINEERING DIVISION MANAGER

**CITY OF SACRAMENTO**  
CALIFORNIA

927 TENTH STREET  
ROOM 200  
SACRAMENTO, CA  
95814-2705

916-449-8220

CONSTRUCTION SECTION  
640 BERKUT DRIVE  
SUITE B  
SACRAMENTO, CA  
95814-0131

916-449-5282

September 13, 1988

Budget and Finance Committee  
Sacramento, California

Honorable Members In Session:

**SUBJECT:** Highway 50 Soundwalls; Howe Avenue to Watt Avenue (PN:TE21) - Consultant Services Agreement and Fund Appropriation

**SUMMARY**

A Consultant Services Agreement with Nolte and Associates for the design of the subject project has been reached. Approval of the Consultant Services Agreement and fund appropriation is recommended.

**BACKGROUND**

The proposed improvement to State Highway 50 is a State of California Department of Transportation (Caltrans) project. This project consists of constructing soundwalls on both sides of Highway 50 from the Howe Avenue interchange to the Watt Avenue interchange. The purpose of the project is to reduce noise levels currently being experienced by residents adjacent to the route. Total project length is approximately 1.4 miles.

On May 17, 1988, the City Council approved execution of a cooperative agreement between the City and the State of California for the City to administer the design of the Highway 50 Soundwalls project. The City decided to solicit proposals from engineering consultants for preparation of construction documents.

Request for proposals to perform the engineering work were sent to twelve firms. Seven firms responded. Nolte and Associates has been selected to perform all design work and be available for construction support on this project.

Budget and Finance Committee  
Highway 50 Soundwalls (PN:TE21)  
September 13, 1988  
Page 2

FINANCIAL

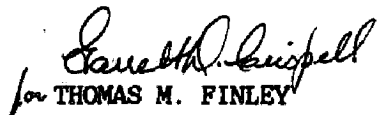
The Consultant Services Agreement negotiated with Nolte and Associates is for an amount not-to-exceed of \$202,608.55. The total estimated cost to administer the design of this project, including consultant fees and City labor, is \$300,000. The current budget for this project is \$200,000 from Capital Grants Funds (248); currently \$193,300 remains. Additional funds of \$100,000 from Capital Grants Funds (248) are required to complete this work. Adjustments to the Capital Improvement Program and Capital Grants Revenue Fund are necessary.

Per our cooperative agreement (City Agreement No. 87270), the State will reimburse the City for all actual costs incurred in the performance of this work up to \$878,000.

RECOMMENDATION


It is recommended that the Budget and Finance Committee recommend approval of the request for adjustments to the Capital Improvement Program and Capital Grants Revenue fund and forward this report to the full City Council for adoption of the attached resolution.

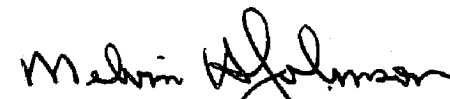
Respectfully submitted,

  
for THOMAS M. FINLEY  
Engineering Division Manager

Recommendation Approved:

Approved:

  
JACK R. CRIST  
Deputy City Manager

  
MELVIN H. JOHNSON  
Director of Public Works

RW:eh  
ED2-04.E  
08.3088.3

September 13, 1988  
District No. 6

Attachment

# RESOLUTION NO.

ADOPTED BY THE SACRAMENTO CITY COUNCIL ON DATE OF

RESOLUTION AUTHORIZING EXECUTION OF  
A CONSULTANT SERVICES AGREEMENT WITH  
NOLTE AND ASSOCIATES  
AND FUND APPROPRIATION FOR  
HIGHWAY 50 SOUNDWALLS (PN:TE21)

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SACRAMENTO:

1. That the City Manager and City Clerk are hereby authorized to execute a Consultant Services Agreement in the amount of \$202,608.55 with Nolte and Associates for design engineering and construction support for construction of soundwalls along State Route 50 between the Howe Avenue and Watt Avenue interchanges.

2. That the 1988/89 revenue budget be amended by increasing revenue to the Capital Grants Revenue Fund (Fund 248) by \$100,000 in expected revenue to be received from the State Department of Transportation in accordance with City Agreement No. 87270 (248-500-TE21-3599).

3. That \$100,000 be appropriated to the Highway 50 Soundwalls project from the Capital Grants Revenue Fund (Fund 248) as follows:

Consultant Services Agreement (248-500-TE21-4802)	\$100,000
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MAYOR

ATTEST:

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CITY CLERK

RW:eh  
ED2-04.E.3

Department: Public Works  
Division: Engineering  
State No.: 03E527

PN/JN NO.: TE21  
Proj. Name: Highway 50 Soundwall  
Location: Highway 50-Between I  
and Watt Ave. Intersect

*Sacramento  
Consultant  
Agmts will  
be forthcoming  
week of  
8/29*

CITY OF SACRAMENTO

CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made at Sacramento, California, as of

\_\_\_\_\_, 19\_\_\_\_, by and between the CITY OF SACRAMENTO, a municipal  
corporation ("City") and

Nolte and Associates  
(Consultant)

1730 I Street, Suite 100, Sacramento, CA 95814  
(Address) (City) (State) (Zip)

("Consultant"), who agree as follows:

- Services.** Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in Exhibit A. Consultant shall provide said services at the time, place, and in the manner specified in Exhibit A. The Consultant shall not be compensated for services outside the scope of Exhibit "A" unless prior to the commencement of such services: (a) Consultant notifies the City that such service is deemed an additional service and Consultant estimates the additional compensation required for this activity; and (b) the City, after notice, approves the additional service and amount of compensation therefor.
- Payment.** City shall pay Consultant for services rendered pursuant to this Agreement at the times and in the manner set forth in Exhibit B. The payments specified in Exhibit B shall be the only payments to be made to Consultant for services rendered pursuant to this Agreement unless pursuant to paragraph 1 above, City approves additional compensation for additional services. Consultant shall submit all billings for said services to City in the manner specified in Exhibit B; or, if no manner be specified in Exhibit B, then according to the usual and customary procedures and practices which Consultant uses for billing clients similar to City.

AGR4-02.E  
August, 1988

3. **Facilities and Equipment.** Except as set forth in Exhibit C, Consultant shall, at its sole cost and expense, furnish all facilities and equipment which may be required for furnishing services pursuant to this Agreement. City shall furnish to Consultant only the facilities and equipment listed in Exhibit C according to the terms and conditions set forth in Exhibit C.
4. **General Provisions.** The general provisions set forth in Exhibit D, which include insurance requirements, are part of this Agreement. In the event of any inconsistency between said general provisions and any other terms or conditions of this Agreement, this Agreement shall control over the general provisions.
5. **City Representative.** The City Representative specified in Exhibit A, or the representative's designee, shall administer this Agreement for the City.
6. **Exhibits.** All exhibits referred to herein are attached hereto and are by this reference incorporated herein.

Executed as of the day first above stated.

CITY OF SACRAMENTO  
A Municipal Corporation

CONSULTANT:

CITY:

\_\_\_\_\_  
City Manager  
(Title)

\_\_\_\_\_  
Vice President/Regional Manager  
(Consultant Title)

\_\_\_\_\_  
1730 I Street, Suite 100  
(Address)

APPROVED AS TO FORM:

\_\_\_\_\_  
Sacramento, CA 95814  
(City/State/Zip)

\_\_\_\_\_  
CITY ATTORNEY

ATTEST:

Attachments:

Exhibit A      Exhibit C  
Exhibit B      Exhibit D

\_\_\_\_\_  
CITY CLERK

EXHIBIT A

CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT

REPRESENTATIVES AND SERVICES TO BE PROVIDED

BY NOLTE AND ASSOCIATES

1. Representatives:

The City Representative for this Agreement is:

Randy Witt	Associate Civil Engineer	(916) 449-2035
_____	_____	_____
(Name)	(Title)	(Telephone)

All consultant questions pertaining to this agreement will be referred to the above named person, or the representative's designee.

The Consultant Representative for this Agreement is:

Gerald Gibney	Project Manager	(916) 446-5020
_____	_____	_____
(Name)	(Title)	(Telephone)

All City questions pertaining to this Agreement will be referred to the above named person. All correspondence to the City will be addressed to:

City of Sacramento  
Department of Public Works  
Engineering Division  
927 - 10th Street, Room 300  
Sacramento, CA 95814

Attn: Randy Witt

2. Services to be provided are specified below:

See attached "Work Plan" from proposal submitted by Nolte and Associates.

**EXHIBIT B**

**CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT**

WITH NOLTE AND ASSOCIATES

**FEE SCHEDULE / MANNER OF PAYMENT**

City shall pay Consultant for services rendered pursuant to this agreement at the time and in the manner set forth as follows:

City shall pay consultant for actual hours worked (by consultant and subconsultants), travel expenses, equipment and supplies used based on the attached breakdown of costs for the work to be performed in accordance with the "Scope of Work" in Exhibit A of this agreement.

The total amount of this consultant and professional services agreement shall not exceed \$202,608.55.

Consultant shall submit a statement for services rendered on a monthly basis. Invoices must be accompanied by written progress reports which describe the work performed in the period covered by the invoice. Invoices may not exceed actual expenses incurred by the Consultant.

Advance payments are not permitted. All payments will be in arrears. The Consultant will be reimbursed as promptly as fiscal procedures will permit upon receipt of itemized invoices in triplicate. Invoices must follow the format stipulated in the contract.

City shall make no payment for additional services or expenses unless such services and expenses are approved in advance by the City.

Request for payment shall be sent to:

City of Sacramento  
Department of Public Works  
927 10th Street, Room 300  
Sacramento, CA 95814  
Ref: PN/JN: TE21  
Attn: Randy Witt

**EXHIBIT C**

**CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT**

WITH NOLTE AND ASSOCIATES

**FACILITIES AND EQUIPMENT TO BE PROVIDED BY CITY**

The City will furnish facilities or equipment for this Agreement.

**MATERIALS TO BE FURNISHED BY CALTRANS (THROUGH THE CITY):**

Project Report and Environmental Clearance  
Blank Caltrans plan sheet overlays  
Aerial Photos, as available  
Existing Survey Control Data, as available  
Existing Right-of-Way Maps, as available  
Copies of As-Built Plans, as available  
Pertinent Correspondence  
One (1) set of Manuals, Standards, Specifications, etc.

**WORK TO BE PERFORMED BY CALTRANS (THROUGH THE CITY):**

All correspondence with FHWA  
Prepare right-of-way acquisition plans, as required  
Preparation and execution of all utility agreements  
Act as lead agency for all public involvement and distribution of public information  
Provide all survey controls necessary for design surveys  
Insert construction cost estimate in BEES  
Advertise, award and administer construction contract

EXHIBIT D

GENERAL PROVISIONS

NOTE: Revised for use on Federal Aid Urban and Federal Highway Bridge replacement projects.

1. Independent Contractor. At all times during the term of this Contract, Consultant shall be an independent Contractor and shall not be an employee of the City. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Contract; however, City shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement.
2. Licenses; Permits; Etc. Consultant represents and warrants to City that he has all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for Consultant to practice its profession. The consultant shall place his professional seal-their-endorsement on all plans, specifications, estimates and engineering data furnished by them.
3. Time. Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for satisfactory performance of Consultant's obligations under this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.
4. Consultant Not Agent. Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.
5. Assignment Prohibited. No party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.
6. Personnel. Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by Consultant to perform services pursuant to this Agreement, Consultant shall remove any such person immediately upon receiving notice from City of the desire of City for the removal of such person or persons.

NOTE: Strikeout indicates deletion of portions of the standardized approved agreement. Underline indicates additions to the standardized agreement.

7. **Standard of Performance.** Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in California. All products instruments of professional service of whatsoever nature which Consultant delivers to City pursuant to this Agreement shall be prepared in a workman-like professional manner and conform to the standards of quality normally observed by a person practicing in Consultant's profession.
8. **Termination.** City shall have the right to terminate this Agreement at any time by giving notice of such termination to Consultant. In the event City shall give such notice of termination, Consultant shall immediately cease rendering services pursuant to this Agreement.

In the event City shall terminate this Agreement:

- (1) Consultant shall deliver copies of all writings prepared by it pursuant to this Agreement. The term "writings" shall be construed to mean and include:
- handwriting, typewriting, printing, photostating, photographing, and every other means of recording upon any tangible thing any form of communication or representation, including letter, works, pictures, drawings, sounds, or symbols, or combinations thereof.
- (2) City shall have full ownership and control of all such writings delivered by Consultant pursuant to this Agreement and the City shall assume full responsibility for subsequent use by the City or by third parties.
- (3) City shall pay Consultant the reasonable value of services rendered by Consultant pursuant to this Agreement; provided, however, City shall not in any manner be liable for lost profits which might have been made by Consultant had Consultant completed the services required by this Agreement. In this regard, Consultant shall furnish to City such financial information as in the judgment of the City Representative is necessary to determine the reasonable value of the services rendered by Consultant. In the event of a dispute as to the reasonable value of the services rendered by Consultant, the decisions of the Director of the City Department administering this Agreement shall be final. ~~The foregoing is eumulative and does not affect any right or remedy which City may have in law or equity.~~

9. **Indemnity and Hold Harmless** The Consultant shall assume the defense of, and indemnify and save harmless, the City, its officers, employees, and agents, and each and every one of them, from and against all actions, damages, costs, liability, claims, losses, and expenses of every type and description to which any or all of them may be subjected, by reason of, or resulting from, directly or indirectly, the negligent performance of this contract by Consultant whether within or without the scope of this contract. The foregoing shall include, but not be limited to, any attorney fees reasonably incurred by City.
10. **Equal Employment Opportunity** During the performance of this agreement, Consultant, for itself, its assignees and successors in interest, agrees as

follows:

- A. **Compliance With Regulations:** Consultant shall comply with the Executive Order 11246 entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60), and Title VI of the Civil Rights Act of 1944, as amended (49 CFR through Appendix H and 23 CFR 710.405 (b)), hereinafter referred to as the "Regulations".
- B. **Nondiscrimination:** Consultant, with regard to the work performed by it after award and prior to completion of the work pursuant to this agreement, shall not discriminate on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual preference in the selection and retention of subcontractors, including procurement of materials and leases of equipment. Consultant shall not participate either directly or indirectly in discrimination prohibited by the Regulations.
- C. **Solicitations for Subcontractors, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiations made by Consultant for work to be performed under any subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified by Consultant of Consultant's obligation under this Agreement and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual preference.
- D. **Information and Reports:** Consultant shall provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the City of Sacramento to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of Consultant is in the exclusive possession of another who fails or refuses to furnish this information, Consultant shall so certify to the City of Sacramento, and shall set forth what efforts it has made to obtain the information.
- E. **Sanctions for Noncompliance:** In the event of noncompliance by Consultant with the nondiscrimination provisions of this agreement, the City of Sacramento shall impose such contract sanctions as it may determine to be appropriate including, but not limited to:
- (1) Withholding of payments to Consultant under the contract until consultant complies;
  - (2) Cancellation, termination, or suspension of the agreement, in whole or in part.
- F. **Incorporation of Provisions:** Consultant shall include the provisions of Paragraphs A through E in every subcontract, including procurement of materials and leases of equipment, unless exempt by Regulations, order, or instructions issued pursuant thereto. Consultant shall take such action with respect to any Regulations, order or instructions issued pursuant thereto. Consultant shall take such action with respect to any

subcontract or procurement as the City of Sacramento may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, Consultant may request City to enter such litigation to protect the interests of City.

11. Insurance Requirements. During the duration of this Agreement Consultant shall maintain the following noted insurance:

<u>Coverage</u>	<u>Required</u>	<u>Not Required</u>
Broad Form Comprehensive Liability	<u>X</u>	___
Business Auto Liability	<u>X</u>	___
Workers' Compensation & Employers' Liability	<u>X</u>	___
Professional Liability (Errors and Omissions)	<u>X</u>	___

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

- (1) Insurance Services Office form number GL 0404 (Broad Form Comprehensive General Liability);
- (2) Insurance Services Office form number CA 0001 (Ed. 1/78) (Automobile Liability, code 1 "any auto");
- (3) Workers' Compensation as required by the Labor Code of the State of California, and Employers' Liability insurance.
- (4) Professional Liability (Errors and Omissions) insurance against loss due to error, omission or malpractice.

B. Minimum Limits of Insurance

Consultant shall maintain limits no less than:

- (1) Comprehensive General Liability: \$1,000,000 combined single limit per occurrence and in the aggregate for bodily injury, personal injury and property damage.
- (2) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- (3) Workers' Compensation and Employers' Liability: Workers' compensation limits as required by the Labor Code of the State of California and Employers' Liability limits of \$1,000,000 per accident.

- (4) Professional Liability (Errors and Omission): \$1,000,000 (MIN) combined single limit per claim and in the aggregate occurrence.

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City.

D. Other Insurance Provisions

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

(1) ~~General Liability and Automobile Liability Coverages~~

- a. The City, its officials, employees and volunteers are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, leased or used by the Consultant; ~~or automobiles owned, leased, hired or borrowed by the Consultant.~~ The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees or volunteers.
- b. The Consultant's insurance coverage 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 shall be excess of Consultant's insurance and shall not contribute with it.~~
- c. ~~Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officials, employees or volunteers.~~
- d. Coverage shall state that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(2) Workers' Compensation and Employers' Liability Coverages

~~The insurer shall agree to waive all rights of subrogation against the City, its officials, employees and volunteers for losses arising from work performed by Consultant for the City. This requirement may, however, be waived in individual cases at the discretion of the City.~~

(3) All Coverages

Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, cancelled, materially reduced in coverage or in limits except after thirty

(30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

**E. Acceptability of Insurers**

Insurance is to be placed with insurers with a Bests' rating of no less than A:VII-A:XII. This requirement may, however, be waived in individual cases, provided, however, that in no event will a carrier with a rating below A:X be acceptable.

**F. Verification of Coverage**

Consultant shall furnish the City with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. The certificates and endorsements are to be on forms provided by the City or equivalent ACORD forms and are to be forwarded to the City representative named in Exhibit A.

The certificate of insurance evidencing general liability insurance shall confirm that such coverage is written on an occurrence form.

**G. Payment Withhold**

The City will withhold payments to the Consultant, if certificates of insurance and endorsements required in paragraph F above have not been provided.

**12. Record Retention**

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

**13. Cost Principals**

The Consultant agrees that the cost principals and procedures of Title 41, Subpart 1-15 of the Federal Procurement Regulations shall be used to determine the allowability of individual items of cost.

**14. Accuracy and Completeness**

The Consultant has total responsibility for the accuracy and completeness of the plans and related designs, specifications, and estimates prepared for the Project and shall check all such material accordingly. The plans will be reviewed by City and Caltrans for conformity with the Project and coordination with adjacent roadway segments. Reviews by City and Caltrans do NOT include detailed review of checking design of major components and related details or the accuracy with which such designs are depicted on the plans. The responsibility for accuracy and completeness of such items remains solely with that of the Consultant. The consultant shall obtain an

Independent review by a qualified engineering consultant of any Checked Structure Plans prior to submittal to City. The Consultant or its subcontractors shall not incorporate in the design any materials or equipment of single or sole source origin without written approval of the City.

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

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

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

## **15. Miscellaneous Provisions**

### **A. Covenant Against Contingencies**

The Consultant warrants that they have not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement and that they have not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the local agency shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

### **B. Design Standards**

The plans, specifications, and estimates are to be prepared in accordance with Caltrans regulations, policies, procedures, manuals, and standards, including compliance with Federal Highway Administration (FHWA) requirements as outlined in "Caltrans Local Program Manual" and its provisions.

- (a) Roadway design shall be in accordance with the current AASHTO "A Policy on Geometric Design of Highways and Streets" 1984.
- (b) Basic design shall be in accordance with the approved project Report, Project Approval Report and final environmental document.

- (c) Bridge design shall be in accordance with the current Caltrans "Bridge Design Specifications" and Caltrans "Bridge Memos to Designers".
- (d) Roadway plans shall be prepared in conformance with the Caltrans "Drafting and Plans Manual". Bridge plans shall be prepared in conformance with "Caltrans Bridge Design Specifications". Special attention is called to the size and clarity of lettering on plan sheets, as contract plans may be reduced to half-size. Plans submitted on non-City standard size sheets or with lettering out of specifications will be rejected. The original drawings of all sheets comprising the set of plans together with all reports, drawings, studies, memoranda, and other data pertaining to the project shall be furnished and delivered to City. Alternative structure designs shall be prepared as required by FHWA for structures over \$5 million. Caltrans standard plans for earth retaining structures shall be used with appropriate alternatives described in the special provisions.
- (e) Plans and specifications shall be prepared in conformance with Caltrans current editions of the "Guide for the submittal of Plans, Specifications, and Estimates", Standard Plans, Standard Specifications, Bridge Design Aids, Bridge Design Specifications, and Bridge Memos to designers. As part of the work involved in the preparation of the plans, specifications, and estimates, the Consultant shall prepare and furnish to City special provisions for items of work included in the plans which are not covered by the "Standard Specifications" and Caltrans-approved standard special provisions.
- (f) Items (a) through (e) are not all-inclusive but are intended only to illustrate types of sources.

**C. Documentation**

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

**D. Ownership of Documents**

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

**E. Copyrights**

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

**F. Changes in Work**

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

**G. Delays and Extension**

By supplemental agreement, the Consultant will be given appropriate extensions of time where the City deemed there are unavoidable delays and for consideration of corresponding warranted adjustments in payment.

**H. Disputes**

All claims or disputes between the Consultant and the City arising out of, or relating to, the Agreement or the breach thereof shall be governed in accordance with the laws of the State of California. ~~decided by arbitration in accordance with the procedures provided in the Public Contracts Code. Notice of the demand for arbitration shall be filed in writing with the other party to this Agreement and shall be made within a reasonable time after the dispute has arisen. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. Except by written consent of the person or entity sought to be joined, no arbitration arising out of or relating to the Agreement shall include, by consolidation, joinder or in any other manner, any person or entity not a party to the agreement under which such arbitration arises, unless it is shown at the time the demand for arbitration is filed that 1) such person or entity is substantially involved in a common question of fact or law, 2) the presence of such person or entity is required if complete relief is to be accorded in the arbitration, and 3) the interest or responsibility of such person or entity in the matter is not insubstantial. The agreement herein among the parties to the Agreement and any other written agreement to arbitrate referred to herein shall be specifically enforceable under the prevailing arbitration law.~~

**I. General Compliance with Laws**

The Consultant shall be required to comply with all Federal, State and local laws and ordinances applicable to the work.

**J. Subletting, Assignment and Transfer**

Due to the fact that this Agreement is for work which has participating Federal funds, the Consultant shall not sublet or transfer any of the work except as is otherwise provided for in the executed Agreement.

**K. Government Code Section 7550**

Attention is directed to the Consultant's obligation with respect to the required notice under Government Code Section 7550 on any documents or written reports prepared, to wit:

"Any document or written report prepared for or under the direction of a State or local agency, which is prepared in whole or in part by non-employees of such agency, shall contain the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of such document or written report; provided, however, that the total cost for work performed by non-employees of the agency exceeds five thousand dollars (\$5,000.00). The contract and subcontract numbers and dollar amounts shall be contained in a separate section of such document or written report."

"When multiple documents or written report are the subject or product of the contract, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or written reports."

**16. Interest of Public Officials**

No officer, agent or employee of the City during their tenure shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

**17. Prevailing Wage and Apprentices**

The Consultant acknowledges that they are aware of the provisions of the Code (in particular, Labor Code Sections 1720 to 1780, inclusive and Title 8 of the California Administrative Code, Sections 200, et. seq.) and they shall comply with such provisions before commencing work required by this Agreement to be performed by workers subject to these provisions.

RW:eh  
State.mrg



## 2. WORK PLAN

### 2.1 PROJECT MANAGER

Mr. Gerald (Gerry) Gibney is proposed as project manager. He has 18 years of experience in transportation and has performed engineering design and design management for five state-level Departments of Transportation and for several local agencies. One of Mr. Gibney's key strengths is his ability to work with clients to achieve a consensus on project features and to effectively manage a design group to produce high quality design documents that reflect that consensus. As project manager, Mr. Gibney will have direct responsibility for the day to day production of the work and for all contact and coordination with the City of Sacramento and with Caltrans.

### 2.2 ORGANIZATION CHART

An organization chart showing our proposed team is included on the following page.

### 2.3 INDIVIDUAL RESPONSIBILITIES

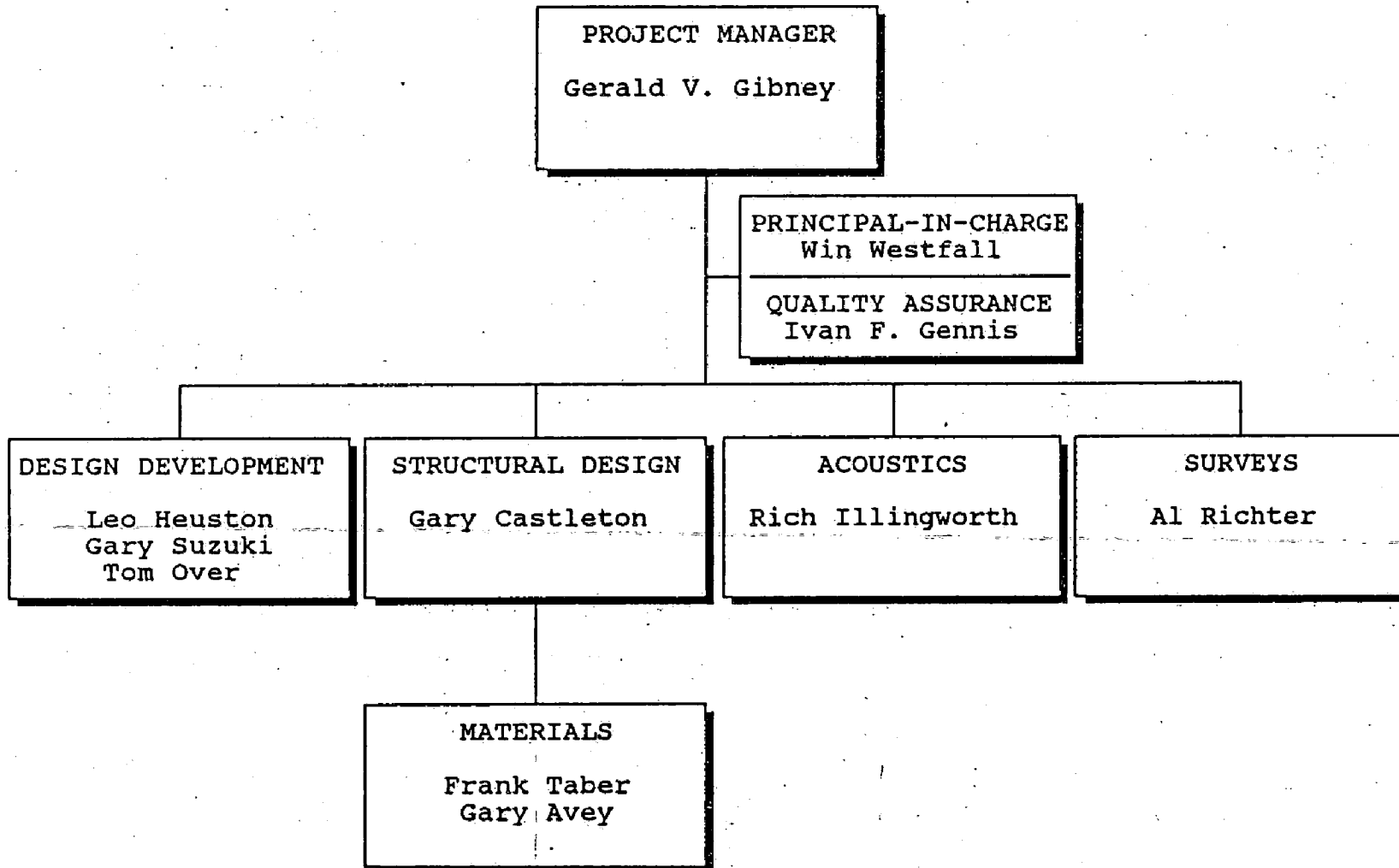
Mr. Win Westfall is proposed as principal in charge. He is vice president/regional manager for the Sacramento office and a member of Nolte's Executive Committee. As principal in charge he represents the interest that senior management takes in the project and bears contractual responsibility for the work. In support of the project manager, Mr. Westfall has the duty to assure that adequate resources are available to perform the work in a timely and effective manner.

Mr. Ivan Gennis, a senior engineering manager with 35 years of experience, will be responsible for quality assurance for the project. Nolte has a fully implemented and documented *Client Services/Quality Assurance Manual* for which Mr. Gennis was principal author. He is especially qualified for this assignment due to his prior project experience and his lead role in the development of the manual. Because Mr. Gennis will not be involved in the day to day production of the job, he contributes independent, unbiased views of the project in all phases of document review.

Mr. Rich Illingworth of Illingworth and Rodkin, Inc. will be responsible for acoustical engineering for the project and will prepare the noise study report, specifically including recommendations for soundwall height and location.

# ORGANIZATION CHART

CITY OF SACRAMENTO  
RFP No. 1206  
HIGHWAY 50 SOUNDWALLS



Civil design and soundwall layout will be led by Mr. Leo Heuston with the assistance of Mr. Gary Suzuki. Mr. Heuston has recently joined Nolte after 5 years of experience with Caltrans. As an associate engineer in District 3, he led a squad in design of roadway rehabilitation projects. Mr. Suzuki has 7 years of experience with Caltrans and 1 year with Nolte. His experience with Caltrans specifically includes soundwall layout and design for I-580 in Alameda County and for I-405 in Los Angeles County.

Messrs. Frank Taber and Gary Avey of Taber Consultants will provide geotechnical engineering services to the team. Taber, having recently completed two soundwall studies, is familiar with requirements and will prepare the Materials Report and will be responsible for field sampling and testing of *in-situ* materials and will provide foundation recommendations.

The project report typical section shows a variable height, pile supported, Caltrans standard soundwall. Placement of the soundwalls would be just on the inside of, and parallel to, the Caltrans right of way lines. This will create four major segments of soundwall from Howe Avenue I.C. to Occidental Avenue O.C. and then to Watt Avenue I.C.

The areas along Route 50 affected by soundwall construction are between the right of way lines and the edges of pavement. These areas have been fully utilized by Caltrans for placement of highway facilities, such as earth and asphalt-lined surface ditches, drainage inlets, manholes, and roadway drainage pipes. The facilities both parallel and cross the proposed soundwall layout line. There are also an estimated six pipe casing crossings including sewer, water, and telephone utilities, and a 72 inch storm drain pipe that cross through these areas. The ground surface along the soundwall layout lines is affected by the drainage ditch flowlines and generally provides a slight undulation line with no excessive breaks in grade.

Additional facilities that might affect the project include metal beam guardrailling, restrictive side slopes, sign structures, one and two-post roadside signs, electroliers, utility poles, tree vegetation, private fences and soundwalls, and landscape irrigation systems in the vicinity of the interchanges.

Through field investigations, we have concluded that most of the direct conflicts with the wall will be due to the surface drainage ditches coinciding with the layout lines, the subsurface facilities crossing under the soundwall, and overhang vegetation from trees. These conflicts can be mitigated as necessary through minor alterations to the ditch cross section, careful placement of the foundation cap and piles, and selective tree trimming. Electroliers, signs, and irrigation systems will need to be located to identify a need for relocating facilities or altering wall designs.

We anticipate no traffic control problems. All work will be off the travelled way and require only shoulder closures or daily lane closures for workers and equipment.

#### 2.4.2 Noise Impact Study

For soundwall design, a Noise Impact Study (including a soundwall acoustical analysis) as required by Section II.C.I.a of the RFP will be prepared. This study will investigate existing and future noise levels throughout the project area by field sampling. The study will then determine necessary soundwall heights for the needed noise abatement. The study will also investigate the existing soundwall at Howe Avenue I.C. This wall is positioned along the right of way and could possibly satisfy the noise attenuation requirements of the project and reduce the required lengths of soundwall. Utilizing this existing wall and solutions to other problems will

be evaluated in the Impact Study and the recommendations made will form the basis for detailed design of soundwall location, height, and type.

#### 2.4.3 Materials Investigation and Foundation Report

Exploration of ground conditions and soil properties for the soundwall is anticipated to include augered, sampled test borings 15-25 feet deep on 600-800 ± feet spacing. Up to 15 such test borings may be required. Laboratory testing is expected to be limited to moisture content, dry density, and unconfined compressive strength determinations. Evaluation of field/test data will be supplemented by soils data expected to be available from Caltrans for existing freeway structures and file soils data from studies made by Taber's office at nearby sites.

Results of field exploration will be shown on "Log of Test Borings" drawings suitable for inclusion in project plans. The written report will summarize results of exploration and provide soils criteria for use in wall design (i.e. excavation conditions and allowable axial/lateral bearing values).

It is expected that all exploration will be made within the Route 50 right of way, outside of shoulder and travelled-way with access from the freeway. An encroachment permit from Caltrans and standard signing and safety cones will be required; lane control does not appear necessary.

#### 2.4.4 Surveys

This portion of Route 50 is well recorded on as-built plans. Separate projects in 1969, 1974, 1982 and 1987 built and widened the freeway lanes and ramps through the project location. As previously noted, Nolte survey crews were responsible for the construction surveys for Tiechert Construction on the 1987 project which added the westbound auxiliary lane.

We intend to utilize these as-builts plans as our base mapping for the soundwall layout plans. Our survey crews will establish ground control using Caltrans monumentation. Layout lines will be set and cross sections taken on 50 foot intervals (closer if ground conditions dictate). The information will be field recorded electronically using total stations and data collectors. This information can then be read directly into our computer system for immediate use by our CADD system.

Surveys will be performed in accordance with the Caltran's *Surveys Manual*. Also, traffic control measures, in accordance with Caltran's *Manual of Traffic Control*, will be used to protect our survey crews and the travelling public when field procedures require work on or near the travelled way.

#### 2.4.5 Reuse of Existing Data

We intend to obtain all data that has been developed to date for this project and review the data for reliability. We will make a sincere effort to reuse previously developed information when possible. Where the reliability of the data is questionable, new data will be developed.

#### 2.4.6 Design

As was previously pointed out, there will be conflicts between the proposed soundwall and the existing highway facilities. Avoiding these conflicts with the wall or incorporating the wall with the existing facilities will comprise a major portion of our design effort. Our design ideology is to modify the existing facilities only after alternatives to avoid the feature have been exhausted.

The roadside drainage ditches will be the most affected facility due to the coincident position of the flowlines and the proposed layout lines. The position of the soundwalls will vary in and out of the ditches but could be directly in the bottom of the ditch as much as 1/3 of the entire length. This will have three effects. One is to reduce the capacity of the ditch which will decrease the efficiency of the drainage system as a whole. The other two are that special design considerations will be required for saturated foundation conditions and excessive soundwall heights due to the depth of the ditches. Our effort will be to remove the soundwall from the flowline areas where possible or to modify the ditch to minimize the hydraulic changes.

The conflicts with utility poles, light standards, sign structures, and roadside signs will be reviewed with the thought of first shifting the wall alignment then, if necessary, shifting the facility. The utility poles are a unique circumstance in that private residences have built masonry walls around one side of the pole while the Route 50 soundwall would ideally isolate the pole by blocking access from the other side. Contact with utility companies and the homeowners for an agreeable solution will be needed.

The conflicts with subsurface facilities, including the roadside drainage system, the 72 inch storm drain pipe, the pipe casing crossings, and the landscape irrigation systems will need accurate locating. Positioning of the wall alignment and piles then can be done. Where unavoidable conflicts are found, planning for modification of the facility can be accomplished. These modifications could be in the form of special foundation designs to bridge the facility or shifting the existing facility.

The only interference with the soundwall from vegetation will be from trees overhanging the layout line from private residences. These trees will need to be trimmed, not only for placement of the walls, but also for room to construct the walls. Trimming is necessary but must be kept to a minimum because these trees are an integral part of the natural

surroundings ability to buffer sound. Our effort will be concentrated on the construction operations required of each soundwall alternate to minimize the work room needed, thus minimizing trimming.

The last major conflict with existing facilities is the metal beam guard railing (MBGR) protecting portions of both sides of the route. The MBGR is protecting travelers from roadside ditches, sign structures, and roadside signs and also separates construction crews from the work site. This is mostly an inconvenience to the contractor but also confines construction equipment to the asphalt shoulder making construction of the wall more

All plan preparation will be done in accordance with Caltrans' regulations, policies, procedures, manuals, and standards as specified in Section II.D.1 of the RFP.

#### **2.4.8 Milestone Submittals**

The milestone submittals presented in Sections II.E.7 of the RFP represent the various phases of design for this project. Each phase will include reviews to ensure that design is on track and on schedule. The milestones also serve as due dates for project information required by other agencies such as right of way requirements and utility conflict information for Caltrans functions.

Data collection, analysis, and preliminary design will occur in the first milestone. A set of preliminary soundwall layout plans and profiles, including right of way and utility conflicts, will be developed using the typical cross sections derived from the Noise Impact Study, the Materials Investigation, and the Foundation Report.

The second milestone represents a further refinement of the layout plans with the addition of quantity, estimate, and construction operations information to the plans and documents. This will be the first review of the project as a whole by the City and Caltrans.

The third milestone will complete the plans, specifications and estimate in draft form for comment and review. The fourth, and final, milestone submittal will be the completed PS&E package including information required by the resident engineer to construct the project as designed.

Graphic presentation of the inter-relation of the various tasks and milestone requirements is shown in Section 4, Schedule.

#### **2.4.9 Meetings**

The Nolte team anticipates meeting with the City and Caltrans on a weekly basis through the periods leading up to the first and second milestone submittals. During the third and fourth milestone activities, reviews can be less frequent and more informal. It would be particularly helpful during design if "over the shoulder" reviews of work in progress could be held in Nolte's offices. Formal meetings to discuss the results of each milestone submittal are recommended.

## 2.5 LIST OF PROJECT PLANS

03-Sac-50-R3.7/R5.3

	<u>Description</u>	<u>Scale</u>	<u>No. of Sheets</u>
	Title Sheet	N/A	1
X	Typical Cross Sections	Varies	1
CSS	Construction Staking Survey Control Data	N/A	1
SW	Soundwall	1" = 20'	28
C	Construction Details	Varies	2
D	Drainage Profiles and Details	Varies	3
CS	Construction Area Signs	Varies	1
Q	Summary of Quantities	N/A	2
--	Log of Borings	Varies	2
	<b>TOTAL</b>		<b>40</b>
	Cross Sections	1" = 10'	10 sheets

## **2.6 SUPPLEMENTAL TASKS**

No supplemental tasks are anticipated.

## **2.7 LOCATION OF WORK**

It is anticipated that the great majority of the work will be performed in Nolte's offices at 1730 I Street, Suite 100 in Sacramento. Exceptions include laboratory work in Taber's facilities in West Sacramento and portions of the Noise Impact Study report which will be performed in Illingworth & Rodkins office in Fairfax. These activities will not present a coordination or control problem for Nolte or the City of Sacramento.

## **2.8 OTHER INFORMATION**

The appropriate sections of our proposal contain all of the information required by the City to demonstrate our unique qualifications to prepare PS&E for construction of soundwalls on Route 50.

#### 4. SCHEDULE

Two exhibits are shown in this section. The first exhibit is a draft CPM network style schedule which shows activity over time. The schedule was developed by fixing the date of the milestone submittals contained in the RFP.

The last exhibit is a distribution of task labor hours by individual. It is based on our best estimate at this time of the effort required to produce the work. The hours shown should be considered as raw estimates until such time as a detailed scope of work has been negotiated and a "meeting of the minds" has been reached on how the work is to be conducted.

COST PROPOSAL

BREAKDOWN BY MILESTONE AND

PROJECT SUMMARY

COST PROPOSAL  
RFP NO. 1206

MILESTONE 1

DIRECT LABOR

	HOURS	RATE	EXTENSION
Gibney	160	30.30	4,848.00
Westfall	20	40.00	800.00
Gennis	10	30.30	303.00
Heuston	170	20.20	3,434.00
Suzuki	110	18.00	1,980.00
Over	20	20.00	400.00
Surveys	252	17.57	4,427.64
Castleton	36	23.00	828.00
CADD/draft	215	16.00	3,440.00
Clerical	60	14.00	840.00

TOTAL DIRECT LABOR 21,300.64

OVERHEAD AND FRINGE BENEFITS

Overhead	136.60%	29,096.67
Fringe Benefits	43.80%	9,329.68

TOTAL OVERHEAD AND FRINGE BENEFITS 38,426.35

OTHER COSTS

Travel 200 miles @ \$.22/mile	44.00
Equipment and Supplies	
Reproduction	500.00
CADD Charges	5,160.00
Subconsultant (see attached data)	
Taber Consultants	10,300.24
Illingworth and Rodkin, Inc.	3,709.60

TOTAL OTHER COSTS 19,713.84

TOTAL COST BEFORE FEE 79,440.83

FEE 8% 6,355.27

TOTAL COST (MILESTONE 1 ESTIMATE) 85,796.10

MILESTONE 2

DIRECT LABOR

	HOURS	RATE	EXTENSION
Gibney	55	30.30	1,666.50
Westfall	5	40.00	200.00
Gennis	10	30.30	303.00
Heuston	230	20.20	4,646.00
Suzuki	110	18.00	1,980.00
Over	80	20.00	1,600.00
Surveys	0	17.57	0.00
Castleton	98	23.00	2,254.00
CADD/draft	205	16.00	3,280.00
Clerical	10	14.00	140.00

TOTAL DIRECT LABOR

16,069.50

OVERHEAD AND FRINGE BENEFITS

Overhead	136.60%	21,950.94
Fringe Benefits	43.80%	7,038.44

TOTAL OVERHEAD AND FRINGE BENEFITS

28,989.38

OTHER COSTS

Travel 100 miles @ \$.22/mile	22.00
Equipment and Supplies	
Reproduction	500.00
CADD Charges	4,920.00
Subconsultant (see attached data)	
Taber Consultants	0.00
Illingworth and Rodkin, Inc.	2,751.20

TOTAL OTHER COSTS

8,193.20

TOTAL COST BEFORE FEE

53,252.08

FEE 8%

4,260.17

TOTAL COST (MILESTONE 2 ESTIMATE)

57,512.25

MILESTONE 3

DIRECT LABOR

	HOURS	RATE	EXTENSION
Gibney	50	30.30	1,515.00
Westfall	5	40.00	200.00
Gennis	10	30.30	303.00
Heuston	125	20.20	2,525.00
Suzuki	90	18.00	1,620.00
Over	0	20.00	0.00
Surveys	0	17.57	0.00
Castleton	67	23.00	1,541.00
CADD/draft	120	16.00	1,920.00
Clerical	35	14.00	490.00

TOTAL DIRECT LABOR 10,114.00

OVERHEAD AND FRINGE BENEFITS

Overhead	136.60%	13,815.72
Fringe Benefits	43.80%	4,429.93

TOTAL OVERHEAD AND FRINGE BENEFITS 18,245.66

OTHER COSTS

Travel 100 miles @ \$.22/mile	22.00
Equipment and Supplies	
Reproduction	500.00
CADD Charges	2,880.00

TOTAL OTHER COSTS 3,402.00

TOTAL COST BEFORE FEE 31,761.66

FEE 8% 2,540.93

TOTAL COST (MILESTONE 3 ESTIMATE) 34,302.59

MILESTONE 4

DIRECT LABOR

	HOURS	RATE	EXTENSION
Gibney	35	30.30	1,060.50
Westfall	10	40.00	400.00
Gennis	20	30.30	606.00
Heuston	75	20.20	1,515.00
Suzuki	90	18.00	1,620.00
Over	0	20.00	0.00
Surveys	20	17.57	351.40
Castleton	24	23.00	552.00
CADD/draft	60	16.00	960.00
Clerical	35	14.00	490.00

TOTAL DIRECT LABOR 7,554.90

OVERHEAD AND FRINGE BENEFITS

Overhead	136.60%	10,319.99
Fringe Benefits	43.80%	3,309.05

TOTAL OVERHEAD AND FRINGE BENEFITS 13,629.04

OTHER COSTS

Travel 100 miles @ \$.22/mile	22.00
Equipment and Supplies	
Reproduction	500.00
CADD Charges	1,440.00

TOTAL OTHER COSTS 1,962.00

TOTAL COST BEFORE FEE 23,145.94

FEE 8% 1,851.67

TOTAL COST (MILESTONE 4 ESTIMATE) 24,997.61

COST PROPOSAL SUMMARY  
RFP NO. 1206

DIRECT LABOR

	HOURS	RATE	EXTENSION
Gibney	300	30.30	9,090.00
Westfall	40	40.00	1,600.00
Gennis	50	30.30	1,515.00
Heuston	600	20.20	12,120.00
Suzuki	400	18.00	7,200.00
Over	100	20.00	2,000.00
Surveys	272	17.57	4,779.04
Castleton	225	23.00	5,175.00
CADD/draft	600	16.00	9,600.00
Clerical	140	14.00	1,960.00

TOTAL DIRECT LABOR

55,039.04

OVERHEAD AND FRINGE BENEFITS

Overhead	136.60%	75,183.33
Fringe Benefits	43.80%	24,107.10

TOTAL OVERHEAD AND FRINGE BENEFITS

99,290.43

OTHER COSTS

Travel 500 miles @ \$.22/mile	110.00
Equipment and Supplies	
Reproduction	2,000.00
CADD Charges	14,400.00
Subconsultant (see attached data)	
Taber Consultants	10,300.24
Illingworth and Rodkin, Inc.	6,460.80

TOTAL OTHER COSTS

33,271.04

TOTAL COST BEFORE FEE

187,600.51

FEE 8%

15,008.04

TOTAL COST (NOT TO EXCEED)

202,608.55

**INSURANCE ACCORD FORMS**

**CERTIFICATE OF INSURANCE**

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

<b>AGENCY NAME AND ADDRESS</b> PROFESSIONAL PRACTICE INSURANCE BROKERS, INC. 83 Seaport Court, Suite 101 Port of Redwood City, CA 94063 4151369-5900	<b>COMPANY AFFORDING COVERAGE</b> A: CONTINENTAL CASUALTY B: C: D: E: F:
<b>INSURED'S NAME AND ADDRESS</b> Colte and Associates 100 South Market St., Suite 600 San Jose, CA 95113	

**THIS IS TO CERTIFY THAT POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE AND ARE IN FORCE AT THIS TIME.**

INSURANCE TYPE	POLICY NUMBER	POLICY DATE	LIABILITY LIMITS (000'S)		
			COVERAGE	OCC	AGG.
GENERAL LIABILITY <input type="checkbox"/> COMPREHENSIVE <input type="checkbox"/> PREMISES & OPS <input type="checkbox"/> EXPL COLL (X,C) <input type="checkbox"/> UNDERGROUND (U) <input type="checkbox"/> PRODUCTS C.OPS <input type="checkbox"/> CONTRACTUAL <input type="checkbox"/> BROAD FORM PD <input type="checkbox"/> INDEP CONT <input type="checkbox"/> PERSONAL INJURY			BODILY INJURY  PROPERTY DAMAGE  CSL	\$  \$  \$	\$  \$  \$
			PERSONAL INJURY		\$
AUTO LIABILITY <input type="checkbox"/> COMPREHENSIVE <input type="checkbox"/> OWNED <input type="checkbox"/> HIRED <input type="checkbox"/> NON-OWNED			BI-PERSON BI-OCC PROP DAM CSL	\$ \$ \$ \$	***** ***** ***** *****
WORKERS COMP & EMPL LIABILITY			STATUTORY *****	*****	\$
OTHER LIABILITY PROFESSIONAL LIABILITY	AAE 6159351	3/15/88-89	AGGREGATE	\$3,000	

**DESCRIPTION OF OPERATIONS-LOCATIONS-VEHICLES:**

All operations of the Named Insured.

THE AGGREGATE LIMIT IS THE TOTAL INSURANCE AVAILABLE FOR CLAIMS PRESENTED WITHIN THE POLICY FOR ALL OPERATIONS OF THE INSURED.  
 CANCELLATION: SHOULD ANY OF THE ABOVE-DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL 30 DAYS WRITTEN NOTICE TO THE BELOW NAMED CERTIFICATE HOLDER EXCEPT IN THE EVENT OF CANCELLATION FOR NON-PAYMENT OF PREMIUM, IN WHICH CASE 10 DAYS NOTICE WILL BE GIVEN.

**CERTIFICATE HOLDER**  
 City of Sacramento  
 Engineering Division  
 927 - 10th Street, Room #300  
 Sacramento, CA 95814-2765  
 Attn: Randy Witt

DATE ISSUED: 08-09-88

*Brenda Knight*  
 AUTHORIZED REPRESENTATIVE

**CERTIFICATE OF INSURANCE**

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

**AGENCY NAME AND ADDRESS**  
 Professional Practice Insurance Brokers, Inc.  
 483 Seaport Court, Suite 101  
 Port of Redwood City, CA 94063  
 (415) 369-5900

**COMPANY AFFORDING COVERAGE**  
 A: ZURICH AMERICAN INSURANCE CO  
 B: AMERICAN HOME ASSURANCE  
 C:  
 D:  
 E:  
 F:

**INSURED'S NAME AND ADDRESS**  
 Volte and Associates  
 50 South Market St., Suite 600  
 San Jose, CA 95113

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE AND ARE IN FORCE AT THIS TIME.

CO	INSURANCE TYPE	POLICY NUMBER	POLICY DATE	LIABILITY LIMITS (000'S)		
				COVERAGE	OCC	AGG
A	GENERAL LIABILITY	TOP5179566-01	3/15/88-89	BODILY INJURY	\$	\$
	[X] COMPREHENSIVE					
	[X] PREMISES & OPS					
	[X] EXPL COLL (X,C)					
	[X] UNDERGROUND (U)					
	[X] PRODUCTS C.OPS					
	[X] CONTRACTUAL					
	[X] BROAD FORM PD			CSL	\$1,000	\$1,000
	[X] INDEP CONT					
	[ ] PERSONAL INJURY			PERSONAL INJURY		\$
A	AUTO LIABILITY	BAP5179567-01	3/15/88-89	BI-PERSON	\$	*****
	[X] COMPREHENSIVE					
	[X] OWNED					
	[X] HIRED					
	[X] NON-OWNED					
				PROP DAM	\$	*****
				CSL	\$1,000	*****
3	WORKERS COMP & EMPL LIABILITY	WC88-5817009	5/1/88-89	STATUTORY *****	*****	*****
	EXCESS LIABILITY				\$ 100	
	[ ] UMBRELLA			AGGREGATE	\$	
	[ ] OTHER FORM					

**DESCRIPTION OF OPERATIONS-LOCATIONS-VEHICLES:**  
 All operations of the named insured. General Liability only: The City of Sacramento, its officers, employees and agents are named as additional insured but only as respects liability arising out of the named insured's operations. This policy is primary as respects any insurance carried by the additional insured with respect to work performed by the named insured. Such coverage includes a severability of interest clause.

THE AGGREGATE LIMIT IS THE TOTAL INSURANCE AVAILABLE FOR CLAIMS PRESENTED WITHIN THE POLICY FOR ALL OPERATIONS OF THE INSURED.

**CANCELLATION:** SHOULD ANY OF THE ABOVE-DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL 30 DAYS WRITTEN NOTICE TO THE BELOW-NAMED CERTIFICATE HOLDER, EXCEPT IN THE EVENT OF CANCELLATION FOR NON-PAYMENT OF PREMIUM IN WHICH CASE 10 DAYS NOTICE WILL BE GIVEN.

**CERTIFICATE HOLDER** City of Sacramento  
 Engineering Division  
 927 - 10th Street, Room #300  
 Sacramento, CA 95814-2765

**DATE ISSUED:** 08-09-88

*R. D. K. H.*



This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.  
(The following information is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective 8/9/88  
Named Insured Nolte and Associates  
Additional Premium \$ 50.00 minimum  
Policy No. TOP5179566-01

Endorsement No. \_\_\_\_\_  
Professional Practice Insurance Brokers  
Countersigned by *[Signature]*  
(Authorized Representative)

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:  
**COMPREHENSIVE GENERAL LIABILITY INSURANCE  
MANUFACTURERS AND CONTRACTORS LIABILITY INSURANCE**

**ADDITIONAL INSURED**  
(Owners or Contractors)

Schedule

Name of Person or Organization (Additional Insured)	Premium Bases	Rates	Location of Covered Operations	Advance Premium
City of Sacramento 927 - 10th Street, Room #300 Sacramento, CA 95814-2765	Bodily Injury Liability Property Damage Liability	Cost Cost		\$ At Audit \$ \$
		\$100 of cost \$100 of cost		
		Total Advance Premium		\$

It is agreed that:

- The "Persons Insured" provision is amended to include as an insured the person or organization named above (hereinafter called "additional insured"), but only with respect to liability arising out of (1) operations performed for the additional insured by the named insured at the location designated above or (2) acts or omissions of the additional insured in connection with his general supervision of such operations.
- None of the exclusions of the policy, except exclusions (a), (c), (f), (g), (i), (j) and (m), apply to this insurance.
- Additional Exclusions This insurance does not apply:
  - to bodily injury or property damage occurring after
    - all work on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured at the site of the covered operations has been completed or
    - that portion of the named insured's 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;
  - to bodily injury or property damage arising out of any act or omission of the additional insured or any of his employees, other than general supervision of work performed for the additional insured by the named insured;
  - to property damage to
    - property owned or occupied by or rented to the additional insured,
    - property used by the additional insured,
    - property in the care, custody or control of the additional insured or as to which the additional insured is for any purpose exercising physical control, or
    - work performed for the additional insured by the named insured.
- Additional Definition When used in reference to this insurance, "work" includes materials, parts and equipment furnished in connection therewith.