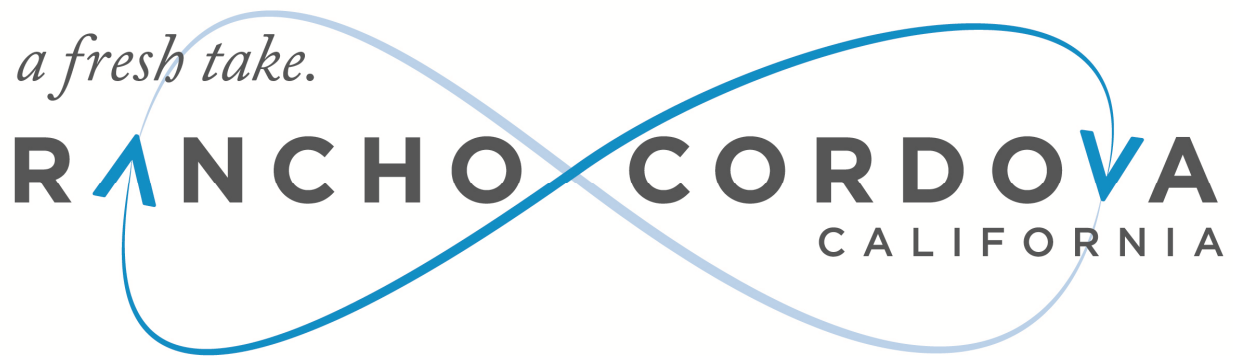


CITY OF RANCHO CORDOVA



CITY COUNCIL

Monday, December 03, 2018

4:00 PM – Special Meeting

5:30 PM – Regular Meeting

AGENDA

Linda Budge, Mayor

Robert J. McGarvey, Vice Mayor

David Sander, Council Member

Garrett Gatewood, Council Member

Donald Terry, Council Member

CITY OF RANCHO CORDOVA



CITY COUNCIL MEETING

City Hall
2729 Prospect Park Drive, Rancho Cordova

Monday, December 03, 2018

4:00 PM – Special Meeting
American River Room North

5:30 PM – Regular Meeting
David B. Roberts Council Chambers

AGENDA

1. SPECIAL MEETING - CALL TO ORDER/ROLL CALL

Council Members Gatewood, McGarvey, Sander, Terry and Mayor Budge.

2. PUBLIC COMMENT

At a special meeting, citizens wishing to address the Council for any matter on the agenda may do so at the time the matter is discussed. Under the provisions of the California Government Code, the City Council is prohibited from discussing or taking action on any item not on the agenda.

3. SPECIAL MEETING ITEM

- 3.1 **Subject:** Community Enhancement Fund Update Including Financial Recap, Project Updates and Policy Direction on the Award and Administration of Grants.
Recommendation: Receive financial updates, discuss and validate prior direction on Council priorities, review future commitments made to multi-year programs, and provide policy direction on awarding and administering grants for Community Enhancement Fund projects.
Result of Recommended Action: Staff will provide Council with updates on the Community Enhancement Fund revenues and broad expenditures plan, current year allocations, future sales tax projections, and the Measure H/Community Enhancement

Fund Citizen Oversight Board. Staff will also inform Council on the current status of funded projects, request Council direction on projects that need further guidance and potential changes to funding allocation, and receive policy direction for the preparation of the next grant application cycle.

Staff Report: Stacy Delaney, Community Enhancement Analyst II.

Advances Goals: 1, 2, 3, 5 and 6.

4. ADJOURNMENT OF SPECIAL MEETING

Mayor Budge will adjourn the special meeting to regular meeting in the David B. Roberts Council Chambers.

5. REGULAR MEETING - CALL TO ORDER / ROLL CALL

Council Members Gatewood, McGarvey, Sander, Terry and Mayor Budge.

6. METRO CABLE TV TELEVISION ANNOUNCEMENT

The Clerk will announce the meetings video recording and playback schedules.

7. PLEDGE OF ALLEGIANCE

The Mayor will call on someone in attendance to lead the Pledge.

8. INVOCATION

Pastor Phil Cooley from Cordova Neighborhood Church will give the invocation.

9. PRESENTATIONS

- 9.1 Community Enhancement Fund Grant Check Presentations to 1) River City Christian; 2) Mills One Club; 3) Symphony d'Oro; 4) Folsom Cordova Unified School District; and 5) Cordova Lancers Leaders & Legends.
- 9.2 Recognition of Linda Burkholder, Director of Family Engagement and Support Services for Folsom Cordova Unified School District, for Receiving the Inspirational Leadership Award by the State Superintendent of Public Instruction and Being Selected 2018 Administrator of the Year by Fellow School District Administrators.
- 9.3 Proclamation Recognizing Rebecca Garrison on her Retirement as Executive Director of the 50 Corridor Transportation Management Association.
- 9.4 Presentation and Proclamation Recognizing Basin Street Properties for Creating New Amenities on the White Rock Campus to Meet the Needs of the Modern Office Work Force.
- 9.5 Introduction of New Employees: Edgar Medina, Senior Civil Engineer will be Introduced by Albert Stricker, Public Works Director and Matt Buland, Community Engagement Assistant, will be Introduced by Maria Kniestedt, Communications and Public Affairs Director.

10. PUBLIC COMMENT

Citizens wishing to address the Council for any matter not on the agenda may do so at this time by completing and submitting a Speaker Card to the City Clerk. For items on the agenda, speakers will be called up to the podium by the Mayor at the point on the agenda when the item will be heard. Speakers are encouraged to keep comments to three minutes or less and to state name and community of residence.

Under the provisions of the California Government Code, the City Council is prohibited from discussing or taking immediate action on any item not on the agenda unless it can be demonstrated to be of an emergency nature or the need to take immediate action arose after the posting of the agenda.

11. COUNCIL REPORTS

12. CITY MANAGER'S REPORT

13. CONSENT CALENDAR ITEMS - ROLL CALL VOTE

- 13.1 **Subject:** Meeting Minutes From the November 19, 2018 and November 27, 2018 Special and Regular City Council Meetings.
Recommendation: Adopt Minutes.

- 13.2 **Subject:** A Resolution Authorizing the City Manager to Execute On-Call Contract No. 178-2018 With Salaber Associates, Inc. in an Amount Not to Exceed \$1,500,000 for Construction Management Services for Locally Funded Projects And On-Call Contract No. 181-2018 in an Amount Not to Exceed \$950,000 With Salaber Associates, Inc. for Construction Management Services for Federally Funded Projects.

Recommendation: Adopt the Resolution.

Result of Recommended Action: Adoption of the Resolution would authorize the City Manager to execute two on-call contracts with Salaber Associates, Inc.: 1) A three-year on-call Contract No. 178-2018 with Salaber Associates, Inc. in the amount not to exceed \$1,500,000 for construction management services for locally funded projects; and 2) A three-year on-call Contract No. 181-2018 with Salaber Associates, Inc. in the amount not to exceed \$950,000 for construction management services for federally funded projects.

Staff Report: Albert Stricker, Public Works Director.

Advances Goals: 1, 2, and 5.

- 13.3 **Subject:** A Resolution Authorizing the City Manager to Execute Contract No. 209-2018 in an Amount not to Exceed \$875,617.50 With Martin General Engineering, Inc. to Construct the Folsom Blvd Streetscape Improvements – Tiffany West Way to Rod Beaudry Drive CP14-2139.

Recommendation: Adopt the Resolution.

Result of Recommended Action: Adoption of this Resolution will authorize the City Manager to execute Contract No. 209-2018 in an amount not to exceed \$875,617.50 with Martin General Engineering, Inc. to construct the Folsom Blvd Streetscape Improvements – Tiffany West Way to Rod Beaudry Drive CP14-2139.

Staff Report: Albert Stricker, Public Works Director and Ben Chan, Assistant Civil Engineer.

Advances Goals: 1, 2, and 5.

- 13.4 **Subject:** A Resolution Authorizing the City Manager to Execute Contract No. 180-2018 in an Amount Not to Exceed \$830,434.66 with Drake Haglan & Associates, Inc. for Construction Management and Inspection Services for the Zinfandel Complex Project, CP14-2132.
Recommendation: Adopt the Resolution.
Result of Recommended Action: Adoption of the Resolution would authorize the City Manager to execute an engineering services contract with Drake Haglan & Associates, Inc. in an amount not to exceed \$830,434.66 for construction management and inspection services for the Zinfandel Complex Project, CP14-2132.
Staff Report: Albert Stricker, Public Works Director.
Advances Goals: 1, 2, and 5.
- 13.5 **Subject:** A Resolution Authorizing the City Manager to Execute On-Call Contract No. 179-2018 With Psomas in an Amount not to Exceed \$200,000 for Construction Management Services for Locally Funded Projects.
Recommendation: Adopt the Resolution.
Result of Recommended Action: Adoption of this Resolution would authorize the City Manager to execute on-call Contract No. 179-2018 with Psomas for a three-year term in an amount not to exceed \$200,000 for construction management services for locally funded Public Works projects.
Staff Report: Albert Stricker, Public Works Director.
Advances Goals: 1, 2, and 5.
- 13.6 **Subject:** A Resolution Authorizing the City Manager to Execute Contract No. 214-2018 With Sierra National Construction in an Amount not to Exceed \$1,679,760 for On-Call Concrete Maintenance Services.
Recommendation: Adopt the Resolution.
Result of Recommended Action: Adoption of the Resolution will authorize the City Manager to execute Contract No. 214-2018 with Sierra National Construction in an amount not to exceed \$1,679,760 for on-call concrete maintenance services.
Staff Report: Albert Stricker, Public Works Director and Steve Harriman, Operations and Maintenance Division Manager.
Advances Goals: 1, 2, and 5.
- 13.7 **Subject:** A Resolution Approving the Final Map of Grantline 208 Village 1, Subdivision No. FM-2018-001-02 and Execution of the Subdivision Improvement Agreement.
Recommendation: Adopt the Resolution.
Result of Recommended Action: Approval of the Resolution will result in the City entering into Subdivision Improvement Agreement Contract No. 207-2018 (Attachment 2) guaranteeing the construction of public roads and utilities with Lennar Homes of California, Inc. and the recording of the final subdivision map for Grantline 208 Village 1, creating 65 new residentially zoned lots located south of Douglas Road and West of Grant Line Road.
Staff Report: Albert Stricker, Public Works Director.
Advances Goals: 1 and 2.
- 13.8 **Subject:** A Resolution Approving the Final Map of Grantline 208 Village 2, Subdivision No. FM-2018-001-03 and Execution of the Subdivision Improvement Agreement.
Recommendation: Adopt the Resolution.
Result of Recommended Action: Approval of the Resolution will result in the City entering into Subdivision Improvement Agreement Contract No. 208-2018 (Attachment 2) guaranteeing the construction of public roads and utilities with Lennar Homes of California, Inc. and the recording of the final subdivision map for Grantline 208 Village

2, creating 79 new residentially zoned lots located south of Douglas Road and west of Grant Line Road.

Staff Report: Albert Stricker, Public Works Director.

Advances Goals: 1 and 2.

14. CONSENT PUBLIC HEARING ITEMS - ROLL CALL VOTE

14.1 **Subject:** A Resolution Declaring a Protest Hearing and Authorizing the Mailing of a Property Owner Ballot Relating to the Imposition of an Annual Stormwater Utility Fee for the Sunridge Village Project.

Recommendation: Adopt the Resolution.

Result of Recommended Action: Adoption of the Resolution will declare the results of the property owner protest and, if there exists less than a majority protest, authorize the mailing of a ballot to the property owner to approve the levy of the fee to pay for maintenance of storm drainage and flood protection systems for the Sunridge Village project. The action also sets 1:30 p.m. on December 19, 2018 in the office of the City Clerk, as the time and date for the ballot tabulation for the matter.

Staff Report: Elizabeth Sparkman, Community Development Director and Jeanette Cervantes, Management Technician.

Advances Goal: 5.

15. PUBLIC HEARING ITEMS

15.1 **Subject:** A Resolution Authorizing the City to Participate in the Bond Opportunities for Land Development (BOLD) Program and Establishing Guidelines for Use of Alternative Land Secured Financing Programs.

Recommendation: Receive Information on the California Municipal Finance Authority (CMFA) BOLD Program and Adopt a Resolution authorizing the City to participate in BOLD. Establish guidelines for the use of alternative land secured financing programs.

Result of Recommended Action: Adoption of the Resolution authorizing the City to participate in the BOLD program will offer the Rancho Cordova development community another means to finance new or continuing construction of infrastructure and public facilities through bonds issued by the CMFA. Pooled financing programs such as BOLD are ideal for project financings of less than \$5 million since they provide efficiencies and cost savings that make smaller financing deals cost effective.

The recommended guidelines will provide clear options to the Rancho Cordova development community for the appropriate use of alternate land secured financing programs such as BOLD.

Staff Report: Kim Juran-Karageorgiou, Administrative Services Director.

Advances Goals: 3 and 5.

16. REGULAR CALENDAR ITEMS

16.1 **Subject:** Rancho Cordova Police Department Update on Crime Statistics for 2013-2017.

Recommendation: This update is both for informational purposes and for Council questions and discussion.

Result of Recommended Action: This update is to provide Council with the latest crime statistics for the City of Rancho Cordova and to showcase trends in various types of crime.

Staff Report: Chris Pittman, Chief of Police

Advances Goals: 1, 2, 3, 5, and 6.

17. COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

18. ADJOURNMENT

ADDITIONAL INFORMATION

SPECIAL MEETINGS LISTED BELOW ARE SUBJECT TO CHANGE/CANCELLATION WITHOUT FURTHER NOTICE.

UNLESS THE COUNCIL ADOPTS A MOTION TO EXTEND THE MEETING, ANY ITEM THAT IS NOT INITIATED BEFORE 11:00 PM WILL BE CONTINUED TO THE NEXT DAY AT 5:30 PM OR SCHEDULED ON THE NEXT REGULAR MEETING AGENDA OF THE COUNCIL.

Public documents related to items on the open session portion of this agenda, which are distributed to the City Council less than 72 hours prior to the meeting, shall be available for public inspection at the time the documents are distributed to the Council. Documents are available for inspection at the City Clerk's office located in Rancho Cordova City Hall.

The agenda items are accessible on the City's website at www.cityofranchocordova.org on Thursdays or Fridays prior to the Regular City Council Meeting.

CITYWIDE GOALS - (Adopted March 27, 2012)	
1.	Promote the Positive Image of Rancho Cordova
2.	Ensure a Safe, Inviting and Livable Community
3.	Empower Responsible Citizenship
4.	Establish Logical City Boundaries that Provide Regional Leadership and Address Financial Challenges
5.	Ensure the Availability of the Best Public Services in the Region while Practicing Sound Fiscal Management
6.	Drive Diverse Economic Opportunities

UPCOMING MEETINGS	
Tuesday, December 11	5:30 PM Special Meeting/Work Session
Monday, December 17	5:30 PM Regular Meeting
Monday, January 7	CANCELLED REGULAR MEETING
Tuesday, January 8	4:00 PM Special Meeting/Work Session
Tuesday, January 22	5:30 PM Regular Meeting (Tuesday due to Holiday)
Tuesday, January 29	4:00 PM Special Meeting/Work Session

If you have any technical questions related to the agenda items, please contact the appropriate department as follows:

DEPARTMENTAL GENERAL TELEPHONE NUMBERS	
Building and Safety Division	(916) 851-8760
City Attorney's Office	(916) 556-1531
City Clerk's Department	(916) 851-8720
City Manager's Office	(916) 851-8800
Communications Department	(916) 851-8791
Economic Development Department	(916) 851-8780
Finance Department	(916) 851-8730
Housing Division	(916) 851-8784
Human Resources Department	(916) 851-8740
IT Department	(916) 851-8700
Neighborhood Services – Animal Services	(916) 851-8770
Parks & Recreation (Cordova Recreation & Park District)	(916) 362-1841
Planning Department	(916) 851-8750
Public Works Department	(916) 851-8710
Rancho Cordova Police Department	(916) 875-9600
Redevelopment Department	(916) 851-8780
Sac Metro Fire District	(916) 859-4300

The Rancho Cordova City Council meeting will be videotaped in its entirety and will be cablecast without interruption on Metro Cable 14, the Government Affairs Channel on the Comcast, Consolidated Communications and AT&T U-Verse Systems. Closed Captioning will be available on the playback cablecast. A DVD copy is available from the City Clerk's Department and a webcast of this meeting will be available for viewing via video streaming from the City's website within 48 hours of adjournment of this meeting.

In compliance with the Americans with Disabilities Act, if you need a disability-related modification or accommodation, including auxiliary aids or services, to participate in this meeting, please contact the City Clerk's Office at (916) 851-8720 at least 48 hours prior to the meeting.

CERTIFICATION OF POSTING OF AGENDA

I, Stacy Leitner, City Clerk for the City of Rancho Cordova, declare that the foregoing agenda for the Monday, December 03, 2018 Regular Meeting of the Rancho Cordova City Council was posted and available for review on November 30, 2018 at City Hall of the City of Rancho Cordova, 2729 Prospect Park Drive, Rancho Cordova, California, 95670. The agenda is also available on the city website at www.cityofranchocordova.org.

Signed November 30, 2018 at Rancho Cordova, California.



Stacy Leitner, City Clerk

MEMORANDUM

DATE: December 3, 2018

TO: Honorable Mayor and Council Members

FROM: Stacy Delaney, Community Enhancement Analyst II

SUBJECT: **COMMUNITY ENHANCEMENT FUND UPDATE INCLUDING FINANCIAL RECAP, PROJECT UPDATES AND POLICY DIRECTION ON THE AWARD AND ADMINISTRATION OF GRANTS**



RECOMMENDATION

Receive financial updates, discuss and validate prior direction on Council priorities, review future commitments made to multi-year programs, and provide policy direction on awarding and administering grants for Community Enhancement Fund projects.

RESULT OF RECOMMENDED ACTION

Staff will provide Council with updates on the Community Enhancement Fund revenues and broad expenditures plan, current year allocations, future sales tax projections, and the Measure H/Community Enhancement Fund Citizen Oversight Board. Staff will also inform Council on the current status of funded projects, request Council direction on projects that need further guidance and potential changes to funding allocation, and receive policy direction for the preparation of the next grant application cycle.

BACKGROUND

In November 2014, Rancho Cordova voters approved a ½-cent local sales tax, now commonly referred to as the Community Enhancement Fund. The sales tax went into effect on April 1, 2015 and generates about seven to eight million annually in revenues for the City's General Fund. The City began receiving the new Community Enhancement Funds in June 2015.

The City Council approved major funding categories for various programs and identified targeted funding amounts for each category. A portion of the Community Enhancement Fund was approved for local grants. The City launched a grant application process to review funding requests from individuals, organizations, businesses and community partners. The grant applications are reviewed with a focus on fulfilling needs to support key community priorities, including projects and programs that support public safety; arts, culture, history, entertainment, and sports; education; economic development, investment and community development; public works, and more.

On Monday, May 21, 2018, decisions for the 2018/2019 fiscal year grant awards, including project selection and funding amount, were made by City Council. Some of the projects and programs selected for funding were approved at an amount less than what was requested in the

application. Some funds, such as the Local Community Service Partnerships Fund, was established in May, but the criteria for the program was later developed by staff.

The Special Meeting on December 3rd will provide staff an opportunity to update Council and the public with information regarding the Community Enhancement Fund and for staff to receive direction from Council prior to the next grant application cycle in early 2019.

ATTACHMENTS

1. Community Enhancement Fund PowerPoint

Community Enhancement Fund

December 3, 2018 Special Meeting



CityOfRanchoCordova.org

Agenda

Community Enhancement Fund Update Including:

- Background/Overview
- Financial Update
 - Revenues and Expenditures through June 2018
 - Current Fiscal Year Allocation & Future Sales Tax Projections
 - Oversight Board
- Project Updates
 - Rancho Cordova Little League
 - Sacramento Children's Museum
- Policy Direction
 - Community Partnership Fund
 - Future Funding Cycle
 - Multi-Year Commitments



OVERVIEW

COMMUNITY ENHANCEMENT FUND



a fresh take.
RANCHO CORDOVA
CALIFORNIA

AGENDA ITEM 3.1

Review and Confirm

- Criteria to evaluate project applications
- Prioritization method for project selection
- Council priorities
- Funding categories and amounts



Project Selection Criteria

The following set of criteria will guide the City's evaluation and selection of projects to receive Community Enhancement Fund grant funding:

- Community Pride
- Civic Engagement
- Quality of Life
- Public Safety
- Arts, Culture, History, Entertainment and Sports
- Children and Youth
- Education
- Economic Development



Investing in our
Community's Priorities

COMMUNITY ENHANCEMENT FUND

CITYOFRANCHOCORDOVA.ORG

Prioritization Method

Projects will be reviewed and prioritized for Community Enhancement Fund grant funding based on the following elements:

- Leverage of other funding, resources and partnerships
- Return on investment
- Capacity to carry out the project
- Project goals and metrics
- Timeline to ensure project is accomplished in a finite period of time



Investing in our
Community's Priorities

COMMUNITY ENHANCEMENT FUND

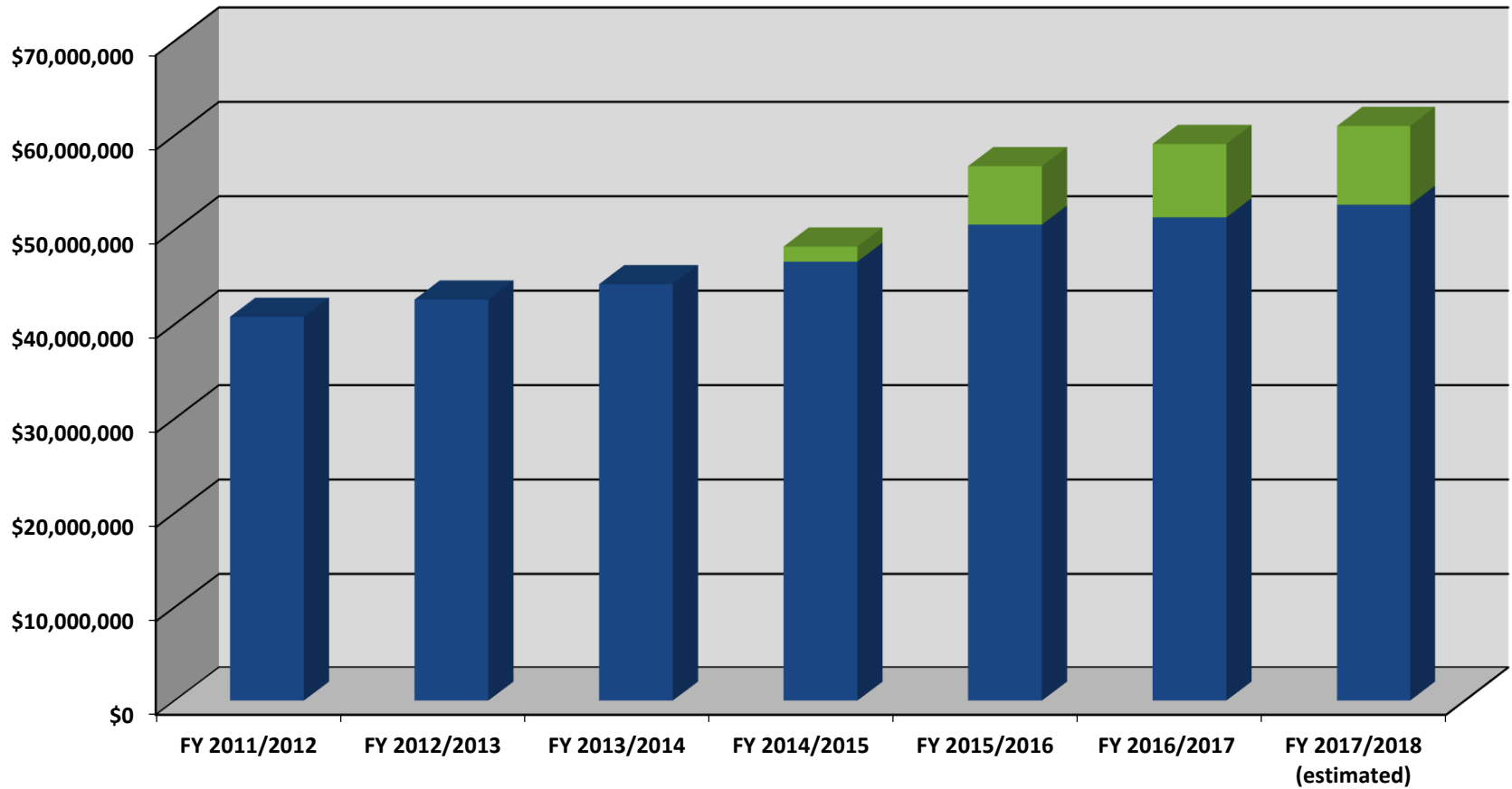
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Council Priorities (Over 5 Fiscal Years)

2020



General Fund Sales Tax Revenues

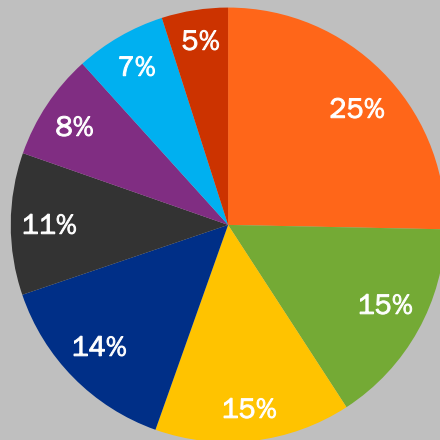


Allocation by Key Community Priority

• Fiscal Year 2017/2018

Breakdown of Community Enhancement Fund*

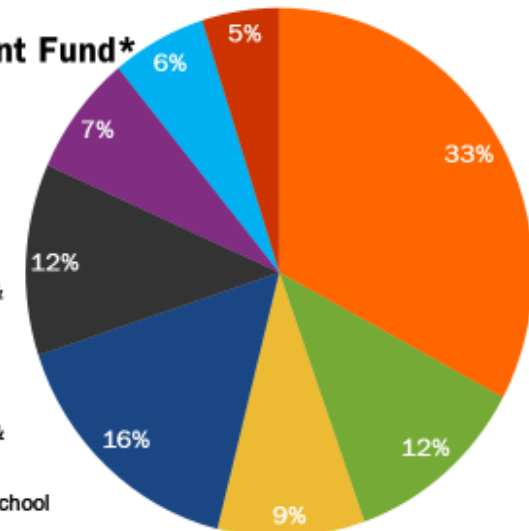
- Future Legacy Projects/Reserve
- Public Works
- Arts, Culture, History, Entertainment & Sports
- Public Safety
- Economic Development, Investment & Community Development
- Education, After School Programs & School Gardens
- Other Community Priorities
- Administration & Communications



• Fiscal Year 2018/2019

Breakdown of Community Enhancement Fund*

- Future Legacy Projects/Reserve
- Public Works
- Arts, Culture, History, Entertainment & Sports
- Public Safety
- Economic Development, Investment & Community Development
- Education, After School Programs & School Gardens
- Other Community Priorities
- Administration & Communications



FINANCIAL UPDATE

COMMUNITY ENHANCEMENT FUND



AGENDA ITEM 3.1

Financial Recap

Community Enhancement Fund from Inception to June 30, 2018:

- Revenues: \$24 M
- Expenditures: \$15 M
- Projects in Progress: \$1 M
- Legacy Project Balance: \$8.5 M



Legacy Projects Balance Sheet

Legacy Project Titles	Estimated Expenditures from the Legacy Fund	Legacy Fund Projected Ending Balance
Estimated Legacy Fund Balance as of June 30, 2018		\$8,500,000
Legacy Fund Allocation from FY 2018/2019	2,668,000	11,168,000
Girls Softball Field Enhancements	(3,000,000)	8,168,000
Civic Center	(1,000,000)	7,168,000
Rancho Cordova Little League Upgrades and Reconstruction Project	(3,000,000)	4,168,000
Sacramento Children's Museum Enhancements to Interior and Exterior Space	(200,000)	3,968,000
Enhancements to Pool Project	(3,000,000)	968,000
Total		\$968,000

Adopted Budget Amounts

Categories	FY 2017/2018	FY 2018/2019
Arts, Culture, History, Entertainment and Sports	1,036,077	761,834
Economic Development/Investment/Community Development	750,000	952,000
Education	564,181	602,360
Infrastructure/Public Works	1,101,042	952,000
Legacy Projects	1,798,000	2,668,000
Other Priorities	480,700	489,011
Public Safety	1,020,000	1,300,000
Administration of Fund	350,000	400,000
Total	\$7,100,000	\$8,125,205

Transparency and Oversight

Measure H/Community
Enhancement Fund
Citizen Oversight Board



Sales Tax Dollars at Work



PROJECT UPDATES



AGENDA ITEM 3.1

Rancho Cordova Little League Project Update





- Council approved \$200,000 for interior and exterior improvements
- City working with Children's Museum to change two small offices into a classroom with a color wheel
- Exterior improvements on hold pending discussion regarding McKesson space

POLICY DIRECTION

PLANNING FOR THE FUTURE



a fresh take.
RANCHO CORDOVA
CALIFORNIA

Planning for the Future

Policy Discussion:

- Community Partnership Fund Update
- Next application cycle



Community Partnership Fund



- Budget approved in June
- Staff developed criteria with stakeholders
 - City will contribute up to \$5,000 (limit of 2 per year as a reimbursement)
 - Funding level will support up to 15 projects
 - Available to community groups for projects that take place within the City and are free and open to the public:
 - Inspire creative and innovative thinking
 - Connect with more citizens
 - Reach local grassroots groups looking to do something positive in Rancho Cordova
 - Strengthen existing and create new partnerships to improve Rancho Cordova's quality of life

Next Grant Application Cycle

- Launch in mid-February
- Close in mid-March
- Share initial feedback in April
- Make budget decisions in May
- Adopt Resolution in June

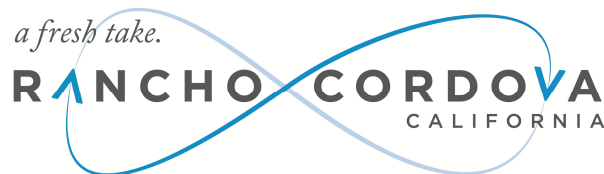


Multi-Year Commitments Beyond Current 2-Year Budget and Grant Cycle

Community Grant Project/Program	Approved 17/18	Approved 18/19	Approved 19/20	Approved 20/21
ATOU Disability Awareness Workshops for Schools	0	10,800	10,800	0
Meet the Masters Visual Arts for Schools	28,650	28,000	28,000	28,000
Meals on Wheels Senior Nutrition	0	13,500	13,500	0
Programming of The MACC	150,000	154,500	159,000	164,000
Rehearsal Space for Bands & Orchestra	15,200	13,000	13,000	13,000
Promise Program	150,540	150,540	150,540	150,540
Total	Within Current Adopted 2-Year Budget		\$374,840	\$355,540

Allocations Supporting Key Categories

Department/Category	Approved 17/18	Approved 18/19	Estimated for 19/20	Estimated for 20/21
Legacy Fund Allocation	1,798,000	2,668,000	2,098,000 <i>Amount based on future allocation to fund, approximately 26.2%</i>	2,098,000
Public Safety	1,020,000	1,300,000	1,300,000 <i>Amount based on same service level as FY 18/19, 16.25%</i>	1,300,000
Public Works	1,101,042	952,000	1,120,000 <i>Amount based on 14% of total anticipated CEF revenues</i>	1,120,000
Economic Development Investment Community Development	750,000	952,000	1,120,000 <i>Amount based on 14% of total anticipated CEF revenues</i>	1,120,000
Administration of Fund (Actual is based on 5% of Revenues Received)	350,000	400,000	400,000 <i>Amount based on 5% of total anticipated CEF revenues</i>	400,000
Community Grants (Historically about 50-60 grants per FY)	2,080,958	1,853,205	1,962,000 <i>Amount based on 24.5% of total anticipated CEF revenues</i>	1,962,000
Total	Within Current Adopted 2-Year Budget		\$8,000,000	\$8,000,000



CITY COUNCIL MEETING

**City Hall
2729 Prospect Park Drive, Rancho Cordova**

Monday, November 19, 2018

**5:30 PM – Regular Meeting
David B. Roberts Council Chambers**

DRAFT MINUTES

1. REGULAR MEETING - CALL TO ORDER / ROLL CALL

Mayor Budge called the Regular meeting to order in the David B. Roberts Council Chamber at 5:36 PM.

Council Members Present: Gatewood, McGarvey, Terry, Sander, Budge.

Council Members Absent: None.

Staff Members Present: Abhar, Chan, Cowles, Delaney, Harriman, Haven, Huber, Kniestedt, Leitner, Leonardich, Lewis, Medina, Norton, Simpson, Sparkman, Splendorio, Ulm, Weber.

2. METRO CABLE TV TELEVISION ANNOUNCEMENT

The City Clerk read the meetings recordings and playback schedules.

3. PLEDGE OF ALLEGIANCE

Kerry Simpson, City of Rancho Cordova Neighborhood Services Manager, led the pledge.

4. INVOCATION

Julie Steinbach from United Methodist Church of Rancho Cordova gave the invocation.

5. PRESENTATIONS

- 5.1 Community Enhancement Fund Checks Presented to: 1) Rancho Cordova Parade Committee; 2) Folsom Cordova Community Partnership; 3) Meals on Wheels by ACC;

4) Rancho Cordova Chamber of Commerce; and 5) PRO Youth and Families.

5.2 Proclamation Declaring November 24, 2018 as Small Business Saturday Presented to Diann Rogers, President & CEO of the Rancho Cordova Chamber of Commerce.

5.3 California Capital Airshow Presentation by the Board of Directors.

5.4 Council Member Sanders' Birthday on November 25, 2018.

6. PUBLIC COMMENT

Mayor Budge opened the public comment period. The following people addressed the Council:

1. Anil Kondakrindi
2. Angel Ball
3. Sharon Judy
4. Carol Limbaga
5. Joyce Rosenberg
6. Pedro Careasa
7. Meada Cashatt
8. Walt Myers
9. Maureen Nelson

Mayor Budge closed the public comment period.

7. COUNCIL REPORTS

Council reported on events since the last meeting.

8. CITY MANAGER'S REPORT

City Manager Cyrus Abhar gave his report.

9. CONSENT CALENDAR ITEMS - ROLL CALL VOTE

ACTION: Motion to approve items 9.1 through 9.6 by Terry second by McGarvey; Motion passed with a 5:0 vote.

9.1 **Subject:** Meeting Minutes from the November 5, 2018 Regular City Council Meeting.

9.2 **Subject:** A Resolution Authorizing the City Manager to Execute Contract Change Order No. 161-2017-4 in an Amount Not to Exceed \$84,929.24 With Pacific Infrastructure Construction, LLC and to Increase the Contract Amount From \$2,917,603.17 to \$3,002,532.41 for the Mather Rails to Trails Project.

Recommendation: Adopt the Resolution.

Result of Recommended Action: Adoption of this Resolution will authorize the City Manager to execute Contract Change Order (CCO) No. 161-2017-4 with Pacific Infrastructure Construction, LLC in the amount of \$84,929.24 and to increase the contract amount from \$2,917,603.17 to \$3,002,532.41 for the Mather Rails to Trails Project.

Staff Report: Albert Stricker, Public Works Director and Edgar Medina, Senior Civil Engineer.

Advances Goals: 1, 2, and 5.

- 9.3 **Subject:** A Resolution Awarding Construction Contract No. 45-2018 in an Amount Not to Exceed \$342,569 With Sierra National Construction, Inc. for the Neighborhood Traffic Management Program Phase 5 Project CP15-2135.

Recommendation: Adopt the Resolution.

Result of Recommended Action: Adoption of this Resolution will authorize the City Manager to execute construction Contract No. 45-2018 with Sierra National Construction, Inc. in an amount not to exceed \$342,569 to construct the Neighborhood Traffic Management Program Phase 5 (NTMP) Project CP15-2135.

Staff Report: Albert Stricker, Public Works Director and Ben Chan, Assistant Civil Engineer.

Advances Goals: 1, 2, and 5.

- 9.4 **Subject:** Annexation of the Sunridge Village Project to the City of Rancho Cordova Community Facilities District No. 2014-2 (Street, Lighting and Landscape Maintenance).

Recommendation: Adopt the Resolution.

Result of Recommended Action: Adoption of the Resolution approves Annexation Map No. 4 for the Sunridge Village Project to Community Facilities District No. 2014-2 (Street Lighting and Road Maintenance) (hereinafter “CFD No. 2014-2”), and approves the recording of the annexation map and the Notice of Special Tax Lien.

Staff Report: Elizabeth Sparkman, Community Development Director and Jeanette Cervantes, Management Technician.

Advances Goal: 5.

- 9.5 **Subject:** A Resolution Declaring City’s Intention to Impose an Annual Stormwater Utility Fee for the Maintenance of Storm Drainage and Flood Protection Systems for the Sunridge Village Project.

Recommendation: Adopt a Resolution designating a time and place for hearing protests in connection with the Annual Stormwater Utility Fee for the Sunridge Village Project.

Result of Recommended Action: Action on this item will declare the Council’s intention to impose the annual Stormwater Utility Fee for the maintenance of the storm drainage and flood protection system for the Sunridge Village project and sets a public hearing for December 3, 2018 on the matter.

Staff Report: Elizabeth Sparkman, Community Development Director and Jeanette Cervantes, Management Technician.

Advances Goal: 5.

- 9.6 **Subject:** A Resolution Declaring the Results of the Mail Ballot Election Relating to the Imposition of the Annual Stormwater Utility Fee on the European Parts Depot Project in the City of Rancho Cordova.

Recommendation: Adopt the Resolution declaring the results of the mail ballot election relating to the imposition of the annual Stormwater Utility Fee on the European Parts Depot Project.

Result of Recommended Action: Adoption of the Resolution will declare the results of the ballot tabulation in connection with the imposition of the annual Stormwater Utility Fee on the European Parts Depot Project. If majority approval exists, the City Council may impose the Annual Stormwater Utility Fee on the European Parts Depot Project pursuant to the Fee Ordinance. If there is no majority approval, the Stormwater Utility

Fee shall not be imposed for the project.

Staff Report: Elizabeth Sparkman, Community Development Director and Jeanette Cervantes, Management Technician.

Advances Goal: 5.

10. CONSENT PUBLIC HEARING ITEMS - ROLL CALL VOTE

NONE.

11. PUBLIC HEARING ITEMS

11.1 **Subject:** Rivergate Quick Quack Car Wash Conditional Use Permit and Minor Design Review Permit; Project No. DD9808 – Located Within the Rivergate Shopping Center.

Recommendation: That Council

1) Determine the project Exempt per Sections 15303 and 15332, of the CEQA Guidelines; and

2) Adopt the Resolution for Rivergate Quick Quack car wash Conditional Use Permit and Minor Design Review.

Results of Recommended Action: Adoption of the Resolution would approve the Conditional Use Permit and Minor Design Review to include a drive-through car wash with parking, vacuums, lighting, and landscaping within the Rivergate Shopping Center. Approval would allow the applicant to pursue necessary building permits for new construction.

Staff Report: June Cowles, Senior Planner.

Advances Goals: 1, 2, and 6.

ACTION: Motion to approve item 11.1 by Terry second by McGarvey; Motion passed with a 5:0 vote.

12. REGULAR CALENDAR ITEMS

12.1 **Subject:** Consider Modifications to Existing Rancho Cordova Economic Development Programs.

Recommendation: Consider adoption of three Resolutions 1) Making modifications to the Rancho Cordova Commercial Façade Improvement Grant Program; 2) Making modifications to the Rancho Cordova Economic Development Business Incentive Program; and 3) Rescinding the Rancho Cordova Economic Development Revolving Loan Fund Program.

Result of Recommended Action: Adoption of the first two Resolutions will authorize the City Manager to approve incentives which comply with the Rancho Cordova Economic Development Commercial Façade Improvement Grant Program and the Rancho Cordova Economic Development Business Incentive Program, as modified therein. Adoption of the third Resolution will rescind the Rancho Cordova Economic Development Revolving Loan Fund Program.

Staff Report: Amanda Norton, Economic Development Manager.

Advances Goals: 1 and 6.

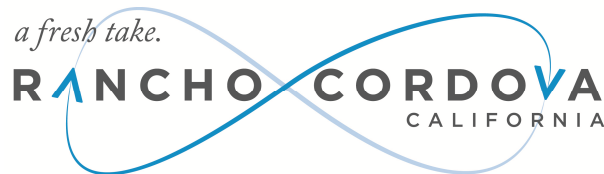
ACTION: Motion to approve item 12.1 by Terry second by Gatewood; Motion passed with a 5:0 vote.

13. COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

14. ADJOURNMENT

Mayor Budge adjourned the meeting at 7:53 PM in memory of Kathryn Marie Terry.

Stacy Leitner, City Clerk



CITY COUNCIL MEETING

City Hall
2729 Prospect Park Drive, Rancho Cordova

Tuesday, November 27, 2018

5:30 PM – Special Meeting
American River Community Room North

DRAFT MINUTES

1. SPECIAL MEETING - CALL TO ORDER/ROLL CALL

Mayor Budge called the Special meeting to order in the American River Room North at 5:40 PM.

Council Members Present: Gatewood, Terry, Sander, Budge.

Council Members Absent: McGarvey.

Staff Members Present: Abhar, Behrends, Cook, Delaney, Goulart, Harriman, Haven, Humphrey, Juran, Kniestedt, Leitner, Leonardich, Norton, Siren, Sparkman, Weber.

2. PUBLIC COMMENT

Mayor Budge opened the public comment period. The following people addressed the Council:

1. Ross Johnson

Mayor Budge closed the public comment period.

3. SPECIAL MEETING ITEM

- 3.1 **Subject:** Discussion of Art in Rancho Cordova Strategic Plan.

Recommendation: Receive and review the Art in Rancho Cordova Strategic Plan and provide comment and direction to staff.

Result of Recommended Action: City Council's comments and direction will allow staff to finalize the Art in Rancho Cordova Strategic Plan and bring it back to Council for final approval.

Staff Report: Megan Siren, Senior Management Analyst, and Paul Junker, Senior Project Manager.

Advances Goals: 1 and 2.

ACTION: Discussion item only. Council provided direction and input to staff regarding the Art in Rancho Cordova Strategic Plan.

Council Adjourned for a break from 7:01 PM to 7:15 PM.

3.2 **Subject:** Discussion and Direction on Various Aspects of Signage related to Community Events and Way-finding Signage.

Recommendation: Receive report and direct staff on potential code amendments to address community event and way-finding storage.

Result of Recommended Action: No formal action is requested of Council at this time. Council insight and/or direction to City staff on various aspects of signage will assist staff with potential code amendments related to noncommercial, digital billboards, and way-finding signage.

Staff Report: Darcy Goulart, Planning Manager.

Advances Goals: 1, 2, and 6.

ACTION: Discussion item only. Council provided direction and input to staff regarding the various aspects of signage.

4. ADJOURNMENT

Mayor Budge adjourned the meeting at 8:18 PM.

Stacy Leitner, City Clerk

MEMORANDUM

DATE: December 3, 2018

TO: Honorable Mayor and Council Members

FROM: Albert Stricker, Public Works Director



SUBJECT: A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE ON-CALL CONTRACT NO. 178-2018 WITH SALABER ASSOCIATES, INC. IN AN AMOUNT NOT TO EXCEED \$1,500,000 FOR CONSTRUCTION MANAGEMENT SERVICES FOR LOCALLY FUNDED PROJECTS AND ON-CALL CONTRACT NO. 181-2018 IN AN AMOUNT NOT TO EXCEED \$950,000 WITH SALABER ASSOCIATES, INC. FOR CONSTRUCTION MANAGEMENT SERVICES FOR FEDERALLY FUNDED PROJECTS

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution would authorize the City Manager to execute two on-call contracts with Salaber Associates, Inc.:

1. A three-year on-call Contract No. 178-2018 with Salaber Associates, Inc. in the amount not to exceed \$1,500,000 for construction management services for locally funded projects.
2. A three-year on-call Contract No. 181-2018 with Salaber Associates, Inc. in the amount not to exceed \$950,000 for construction management services for federally funded projects.

BACKGROUND

In order to provide flexibility to adapt to a variable development and construction market, the Public Works Department employs the assistance of qualified consultants for construction management, inspection and plan review services. The on-call contracts allow the City to draw upon greater resources, thus increasing the ability to handle workload peaks and maintain efficient response times. Salaber Associates, Inc. was selected for these contracts based on a competitive proposal process completed August 2018.

Adoption of this Resolution would authorize the City to enter into two contracts with Salaber Associates, Inc.:

1. A State/Federal on-call contract that lists specific federally funded projects and estimated construction management costs. The State/Federally funded contract requirements do not allow the flexibility to add or replace projects on the list and therefore an additional locally funded contract is necessary as noted below.

2. A locally funded on-call contract that would allow the flexibility to provide construction management services for projects to be determined including Community Enhancement Fund projects, development inspection and other City construction projects.

The contract amounts were determined based on expected projects and rates of construction.

FISCAL IMPACT

Construction management of capital improvement projects is paid through various funding sources earmarked for the projects. Construction management and inspection of private development projects are fully recoverable through direct billing to developers. These services do not impact the general fund.

ATTACHMENTS

1. Resolution
2. Local Contract No. 178-2018
3. Federal Contract No. 181-2018

ATTACHMENT 1**CITY OF RANCHO CORDOVA****RESOLUTION NO. XXX-2018**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
AUTHORIZING THE CITY MANAGER TO EXECUTE ON-CALL CONTRACT NO. 178-2018 IN
AN AMOUNT NOT TO EXCEED \$1,500,000 WITH SALABER ASSOCIATES, INC. FOR
CONSTRUCTION MANAGEMENT SERVICES FOR LOCALLY FUNDED PROJECTS AND
ON-CALL CONTRACT NO. 181-2018 IN AN AMOUNT NOT TO EXCEED \$950,000 WITH
SALABER ASSOCIATES, INC. FOR CONSTRUCTION MANAGEMENT SERVICES
FOR FEDERALLY FUNDED PROJECTS**

WHEREAS, the City of Rancho Cordova desires to enter into contract no. 178-2018 with Salaber Associates, Inc. in an amount not to exceed \$1,500,000 for on-call construction management services for locally funded projects and the City of Rancho Cordova desires to enter into contract no. 181-2018 with Salaber Associates, Inc. in an amount not to exceed \$950,000 for on-call construction management services for federally funded projects; and

WHEREAS, the Public Works Department employs the assistance of qualified consultants for construction management, inspection and plan review services in order to provide flexibility to adapt to variable development and construction demands; and

WHEREAS, the contract will be paid through various funding sources earmarked for the projects. The contract does not impact the general fund; and

WHEREAS, On-Call Construction Management contracts allow the City to draw upon greater resources, thus increasing the ability to handle workload peaks and maintain efficient response times.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does authorize the City Manager to execute Contract No. 178-2018 with Salaber Associates Inc. in an amount not to exceed \$1,500,000 for Construction Management Services for locally funded projects and execute Contract No. 181-2018 with Salaber Associates Inc. in an amount not to exceed \$950,000 for Construction Management Services related to federally funded projects and in a form approved by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 3rd day of December, 2018 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Linda Budge, Mayor

ATTACHMENT 1**ATTEST:**

Stacy Leitner, City Clerk

PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF RANCHO CORDOVA AND
SALABER ASSOCIATES, INC.

THIS AGREEMENT for professional services is made by and between the City of Rancho Cordova, a California municipal corporation ("City"), and Salaber Associates, Inc., a California Corporation, ("Professional") as of November 5, 2018.

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Professional shall provide to City the services described in the Scope of Work attached as Exhibit A at the time and place and in the manner specified therein. In the event of a conflict or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

- 1.1 **Term of Services.** The term of this Agreement shall begin on the date first noted above and shall end on November 4, 2021, the date of completion specified in Exhibit A. Professional shall complete the work described in Exhibit A prior to that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Professional to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as provided for in Section 8.
- 1.2 **Standard of Performance.** Professional 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 which Professional is engaged in the geographical area in which Professional practices its profession. Professional shall prepare all work products required by this Agreement in a substantial, first-class manner and shall conform to the standards of quality normally observed by a person practicing in Professional's profession.
- 1.3 **Assignment of Personnel.** Professional 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 reassignment of any such persons, Professional shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.
- 1.4 **Time.** Professional shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.2 above and to satisfy Professional's obligations hereunder.

Section 2. COMPENSATION. City hereby agrees to pay Professional a sum not to exceed One Million, Five Hundred Thousand Dollars (\$ 1,500,000.00), notwithstanding any contrary indications that may be contained in Professional's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Professional's proposal, attached as Exhibit B, regarding the amount of compensation, the Agreement shall prevail. City shall pay Professional for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Professional for services rendered pursuant to this Agreement. Professional shall submit all invoices to City in the manner specified

herein. Except as specifically authorized by City, Professional shall not bill City for duplicate services performed by more than one person.

Professional and City acknowledge and agree that compensation paid by City to Professional under this Agreement is based upon Professional's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Professional. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Professional and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

2.1 Invoices. Professional shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:

- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- The beginning and ending dates of the billing period;
- A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- At City's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;
- The total number of hours of work performed under the Agreement by Professional and each employee, agent, and subcontractor of Professional performing services hereunder, as well as a separate notice when the total number of hours of work by Professional and any individual employee, agent, or subcontractor of Professional reaches or exceeds 800 hours, which shall include an estimate of the time necessary to complete the work described in Exhibit A;
- The Professional's signature.

2.2 Monthly Payment. City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Professional.

2.3 Item Omitted Intentionally.

2.4 Total Payment. City shall pay for the services to be rendered by Professional pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Professional in rendering services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement.

In no event shall Professional submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment.

- 2.5 Hourly Fees. Fees for work performed by Professional on an hourly basis shall not exceed the amounts shown on the fee schedule set forth in Exhibit B.
- 2.6 Reimbursable Expenses. Reimbursable expenses, if any, are set forth in Exhibit B. Expenses not listed in Exhibit B are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.
- 2.7 Payment of Taxes. Professional is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.
- 2.8 Payment upon Termination. In the event that the City or Professional terminates this Agreement pursuant to Section 8, the City shall compensate the Professional for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Professional shall maintain adequate logs and timesheets in order to verify costs incurred to that date.
- 2.9 Authorization to Perform Services. The Professional is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

Section 3. FACILITIES AND EQUIPMENT. Except as set forth herein, Professional shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. City shall make available to Professional only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

City shall furnish physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Professional's use while consulting with City employees and reviewing records and the information in possession of the City. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of City. In no event shall City be obligated to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

Section 4. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, Professional, at its own cost and expense, shall procure "occurrence coverage" insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Professional and its agents, representatives, employees, and subcontractors. Professional shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects to the City. Professional shall maintain the insurance policies required by this section throughout the term of this Agreement.

The cost of such insurance shall be included in the Professional's bid. Professional shall not allow any subcontractor to commence work on any subcontract until Professional has obtained all insurance required herein for the subcontractor(s) and provided evidence thereof to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution. Professional shall maintain all required insurance listed herein for the duration of this Agreement.

- 4.1 Workers' Compensation. Professional shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Professional. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) per accident. In the alternative, Professional may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the Labor Code shall be solely in the discretion of the Contract Administrator. The insurer, if insurance is provided, or the Professional, if a program of self-insurance is provided, shall waive all rights of subrogation against the City and its officers, officials, employees, and volunteers for loss arising from work performed under this Agreement.

An endorsement shall state that coverage shall not be canceled except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City. Professional shall notify City within fourteen (14) days of notification from Professional's insurer if such coverage is suspended, voided or reduced in coverage or in limits.

The requirement to maintain Statutory Worker's Compensation and Employer's Liability Insurance may be waived by the City upon written verification that Professional does not have any employees.

4.2 Commercial General and Automobile Liability Insurance.

- 4.2.1 General requirements. Professional, at its own cost and expense, shall maintain commercial general liability insurance for the term of this Agreement in an amount not less than TWO MILLION DOLLARS (\$2,000,000.00) and automobile liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00). The commercial general liability and automobile liability insurance shall be per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a commercial general liability insurance or an automobile liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

4.2.2 Minimum scope of coverage. Commercial general liability coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an "occurrence" basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (most recent edition), Code 1 (any auto). No endorsement shall be attached limiting the coverage.

4.2.3 Additional requirements. Each of the following shall be included in the insurance coverage or added as an endorsement to the policy:

- a. City and its officers, employees, agents, and volunteers shall be covered as additional insureds with respect to each of the following: liability arising out of activities performed by or on behalf of Professional, including the insured's general supervision of Professional; products and completed operations of Professional; premises owned, occupied, or used by Professional; and automobiles owned, leased, or used by the Professional. The coverage shall contain no special limitations on the scope of protection afforded to City or its officers, employees, agents, or volunteers.
- b. The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
- c. An endorsement must state that coverage is primary insurance with respect to the City and its officers, officials, employees and volunteers, and that no insurance or self-insurance maintained by the City shall be called upon to contribute to a loss under the coverage.
- d. Any failure of Professional to comply with reporting provisions of the policy shall not affect coverage provided to City and its officers, employees, agents, and volunteers.
- e. An endorsement shall state that coverage shall not be canceled except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City. Professional shall notify City within fourteen (14) days of notification from Professional's insurer if such coverage is suspended, voided or reduced in coverage or in limits.

4.3 Professional Liability Insurance. Professional, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than TWO MILLION DOLLARS (\$2,000,000) covering the licensed professionals' errors and omissions.

- 4.3.1 Any deductible or self-insured retention shall not exceed \$150,000 per claim.
- 4.3.2 An endorsement shall state that coverage shall not be suspended, voided, canceled by either party, or 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.
- 4.3.3 The following provisions shall apply if the professional liability coverages are written on a claims-made form:
 - a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
 - b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
 - c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Professional must provide extended reporting coverage for a minimum of five (5) years after completion of the Agreement or the work. The City shall have the right to exercise, at the Professional's sole cost and expense, any extended reporting provisions of the policy, if the Professional cancels or does not renew the coverage.
 - d. A copy of the claim reporting requirements must be submitted to the City prior to the commencement of any work under this Agreement.

4.4 All Policies Requirements.

- 4.4.1 Acceptability of insurers. All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.
- 4.4.2 Verification of coverage. Prior to beginning any work under this Agreement, Professional shall furnish City with certificates of insurance and with original endorsements effecting coverage required herein. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.
- 4.4.3 Subcontractors. Professional shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

- 4.4.4 Deductibles and Self-Insured Retentions. Professional shall disclose to and obtain the approval of City for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement.

During the period covered by this Agreement, only upon the prior express written authorization of Contract Administrator, Professional may increase such deductibles or self-insured retentions with respect to City, its officers, employees, agents, and volunteers. The Contract Administrator may condition approval of an increase in deductible or self-insured retention levels with a requirement that Professional procure a bond, guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

- 4.4.5 Waiver of Subrogation. Professional hereby agrees to waive subrogation which any insurer or contractor may require from vendor by virtue of the payment of any loss. Consultant agrees to obtain any endorsements that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the entity for all work performed by the Professional, its employees, agents, and subcontractors.

- 4.4.6 Notice of Reduction in Coverage. In the event that any coverage required by this section is reduced, limited, or materially affected in any other manner, Professional shall provide written notice to City at Professional's earliest possible opportunity and in no case later than five (5) days after Professional is notified of the change in coverage.

- 4.5 Remedies. In addition to any other remedies City may have if Professional fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Professional's breach:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- Order Professional to stop work under this Agreement or withhold any payment that becomes due to Professional hereunder, or both stop work and withhold any payment, until Professional demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement.

Section 5. INDEMNIFICATION AND PROFESSIONAL'S RESPONSIBILITIES.

- 5.1 General Requirement. Professional shall indemnify, defend with counsel selected by the City, and hold harmless the City and its officials, officers, employees, agents, and volunteers from and against any and all losses, liability, claims, suits, actions, damages,

and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct or negligent acts or omissions of Professional or its employees, subcontractors, or agents, by acts for which they could be held strictly liable, or by the quality or character of their work. The foregoing obligation of Professional shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises wholly from the negligence or willful misconduct of the City or its officers, employees, agents, or volunteers and (2) the actions of Professional or its employees, subcontractor, or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law. It is understood that the duty of Professional to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Professional from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Professional acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

- 5.2 PERS Indemnification. In the event that Professional or any employee, agent, or subcontractor of Professional providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, Professional shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Professional or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.
- 5.3 Design Professionals. Notwithstanding Sections 5.1 and 5.2, to the extent that the services under this Agreement include design professional services subject to California Civil Code Section 2782.8, as may be amended from time to time, Professional's duty to indemnify shall only be to the maximum extent permitted by California Civil Code Section 2782.8.

Section 6. STATUS OF PROFESSIONAL.

- 6.1 Independent Contractor. At all times during the term of this Agreement, Professional shall be an independent contractor as defined in Labor Code Section 3353, and shall not be an employee of City. Nothing contained in this Agreement shall be construed to be inconsistent with the foregoing relationship or status. City shall have the right to control Professional only insofar as the results of Professional's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise City shall not have the right to control the means by which Professional accomplishes services rendered pursuant to this Agreement. Professional shall have no power or authority by this Agreement to bind the City in any respect. All employees and agents hired or retained by Professional are employees and agents of Professional and

not of the City. The City shall not be obligated in any way to pay any wage claims or other claims made against Professional by any such employees or agents, or any other person resulting from performance of this Agreement.

Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Professional and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits. Professional shall not allow any employee to become eligible for a claim for PERS benefits.

- 6.2 Professional Not an Agent. Except as City may specify in writing, Professional shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Professional shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

Section 7. LEGAL REQUIREMENTS.

- 7.1 Governing Law. The laws of the State of California shall govern this Agreement.
- 7.2 Compliance with Applicable Laws. Professional and any subcontractors shall comply with all laws and regulations applicable to the performance of the work hereunder, including but not limited to, the California Building Code, the Americans with Disabilities Act, and any copyright, patent or trademark law. Professional's failure to comply with any law(s) or regulation(s) applicable to the performance of the work hereunder shall constitute a breach of contract.
- 7.3 Other Governmental Regulations. To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Professional and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.
- 7.4 Licenses and Permits. Professional represents and warrants to City that Professional and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Professional represents and warrants to City that Professional and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Professional and any subcontractors shall obtain and maintain valid Business Licenses from City during the term of this Agreement.

- 7.5 **Nondiscrimination and Equal Opportunity.** Professional shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Professional under this Agreement. Professional shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Professional thereby.

Professional shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement.

Section 8. TERMINATION AND MODIFICATION.

- 8.1 **Termination.** City may cancel this Agreement at any time and without cause upon written notification to Professional.

Professional may cancel this Agreement upon 30 calendar days' written notice to City and shall include in such notice the reasons for cancellation.

In the event of termination, Professional shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Professional delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Professional or prepared by or for Professional or the City in connection with this Agreement.

- 8.2 **Extension.** City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Professional understands and agrees that, if City grants such an extension, City shall have no obligation to provide Professional with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Professional for any otherwise reimbursable expenses incurred during the extension period.

- 8.3 **Amendments.** The parties may amend this Agreement only by a writing signed by all the parties.

- 8.4 **Assignment and Subcontracting.** City and Professional recognize and agree that this Agreement contemplates personal performance by Professional and is based upon a determination of Professional's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Professional.

Professional may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Professional shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.

8.5 Survival. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Professional shall survive the termination of this Agreement.

8.6 Options upon Breach by Professional. If Professional materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, the following:

8.6.1 Immediately terminate the Agreement;

8.6.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Professional pursuant to this Agreement;

8.6.3 Retain a different Professional to complete the work described in Exhibit A not finished by Professional; or

8.6.4 Charge Professional the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Professional pursuant to Section 2 if Professional had completed the work.

Section 9. KEEPING AND STATUS OF RECORDS.

9.1 Records Created as Part of Professional's Performance. All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Professional prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Professional hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Professional agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both parties.

9.2 Professional's Books and Records. Professional shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Professional pursuant to this Agreement.

- 9.3 Inspection and Audit of Records. Any records or documents that Section 9.2 of this Agreement requires Professional to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds TEN THOUSAND DOLLARS (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of three (3) years after final payment under the Agreement.

Section 10 MISCELLANEOUS PROVISIONS.

- 10.1 Attorneys' Fees. If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 10.2 Venue. In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Sacramento or in the United States District Court for the Eastern District of California.
- 10.3 Severability. If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 10.4 No Implied Waiver of Breach. The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.5 Successors and Assigns. The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.
- 10.6 Use of Recycled Products. Professional shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.
- 10.7 Conflict of Interest. Professional may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Professional in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Professional shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*

Professional hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the City. If Professional was an employee, agent, appointee, or official of the City in the previous twelve months, Professional warrants that it did not participate in any manner in the forming of this Agreement. Professional understands that, if this Agreement is made in violation of Government Code §1090 *et seq.*, the entire Agreement is void and Professional will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Professional will be required to reimburse the City for any sums paid to the Professional. Professional understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

- 10.8 **Solicitation.** Professional agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.
- 10.9 **Contract Administration.** This Agreement shall be administered by Ms. Rupa Somavarapu, P.E., ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.
- 10.10 **Notices.** Any written notice to Professional shall be sent to:

Mr. Robert Salaber, P.E., President
Salaber Associates, Inc.
11025 Trade Center Drive
Rancho Cordova, CA 95670
(707) 689-3890

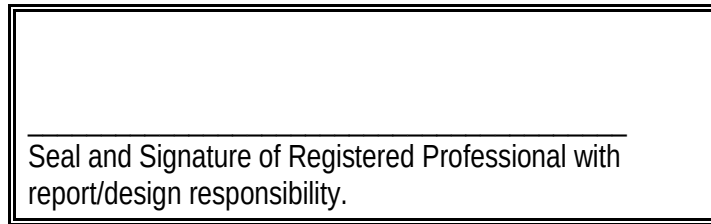
Email Address (for Insurance Update Requests)
rlorasso@sbiservices.com

Any written notice to City shall be sent to:

Ms. Rupa Somavarapu, P.E
City of Rancho Cordova Public Works Department
2729 Prospect Park Drive
Rancho Cordova, CA 95760

916-851-8700

- 10.11 Professional Seal. Where applicable in the determination of the contract administrator or when required by law, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation. The stamp/seal shall be in a block entitled "Seal and Signature of Registered Professional with report/design responsibility," as in the following example.



- 10.12 Integration. This Agreement, including the scope of work attached hereto and incorporated herein as Exhibit A, and the compensation schedule attached hereto and incorporated herein as Exhibit B, represents the entire and integrated agreement between City and Professional and supersedes all prior negotiations, representations, or agreements, either written or oral.
- 10.13 IRS Form W-9. Professional shall complete and submit Internal Revenue Service Form W-9 to the City before execution of this Agreement. The City's Finance Director shall have authority to waive this requirement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first set forth above, which date shall be considered by the Parties to be the effective date of this Agreement.

CITY OF RANCHO CORDOVA

PROFESSIONAL

Cyrus Abhar, City Manager

Robert Salaber, P.E., President

Date: _____

Date: _____

Attest:

Stacy Leitner, City Clerk

Date: _____

Approved as to Form:

Adam Lindgren, City Attorney

Date: _____

Form (Rev. September 2007) Department of the Treasury Internal Revenue Service	W-9 Request for Taxpayer Identification Number and Certification	Give form to the requester. Do not send to the IRS.
Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership ☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ----- ☐ Exempt payee ☐ Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
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 your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

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

Social security number
or
Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

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

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). Check the "Limited liability company" box only and enter the appropriate code for the tax classification ("D" for disregarded entity, "C" for corporation, "P" for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

For an LLC classified as a partnership or a corporation, enter the LLC's name on the "Name" line and any business, trade, or DBA name on the "Business name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
 2. The United States or any of its agencies or instrumentalities,
 3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
 4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
 5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
 7. A foreign central bank of issue,
 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
 10. A real estate investment trust,
 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
 12. A common trust fund operated by a bank under section 584(a),
 13. A financial institution,
 14. A middleman known in the investment community as a nominee or custodian, or
 15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt recipients 1 through 7

¹See Form 1099-MISC, Miscellaneous Income, and its instructions.

²However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ¹
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ²
For this type of account:	Give name and EIN of:
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see Special rules for partnerships on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.consumer.gov/idtheft or 1-877-IDTHEFT(438-4338).

Visit the IRS website at www.irs.gov to learn more about identity theft and how to reduce your risk.

YEAR	Withholding Exemption Certificate	CALIFORNIA FORM
2010	(This form can only be used to certify exemption from nonresident withholding under California R&TC Section 18662. Do not use this form for exemption from wage withholding.)	590
File this form with your withholding agent. (Please type or print)		
Withholding agent's name _____		

Vendor/Payee's name _____	Vendor/Payee's ☐ SSN or ITIN ☐ SOS file no. ☐ CA corp. no. ☐ FEIN
Address (number and street, PO Box, or PMB no.) _____	Apt. no./ Ste. no. _____
City _____	State _____ ZIP Code _____

Read the following carefully and check the box that applies to the vendor/payee.

I certify that for the reasons checked below, the entity or individual named on this form is exempt from the California income tax withholding requirement 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, Who is a Resident, for the definition of a resident.
- ☐ **Corporations:**
 The above-named 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 and withhold on payments of California source income to nonresidents when required. 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 F, What is a Permanent Place of Business, for the definition of permanent place of business.
- ☐ **Partnerships or Limited Liability Companies (LLC):**
 The above-named 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 and will withhold on foreign and domestic nonresident partners or members when required. 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 above-named entity is exempt from tax under California R&TC Section 23701 _____ (insert letter) or Internal Revenue Code Section 501(c) _____ (insert number). The tax-exempt entity will withhold on payments of California source income to nonresidents when required. If this entity ceases to be exempt from tax, I will promptly notify the withholding agent. Individuals cannot be tax-exempt entities.
- ☐ **Insurance Companies, IRAs, or Qualified Pension/Profit Sharing Plans:**
 The above-named 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 and will withhold on foreign and domestic nonresident beneficiaries when required. If the trustee 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. The decedent was a California resident at the time of death. The estate will file a California fiduciary tax return and will withhold on foreign and domestic nonresident beneficiaries when required.
- ☐ **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: Please complete and sign below.

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

Vendor/Payee's name and title (type or print) _____ Daytime telephone no. _____

Vendor/Payee's signature ► _____ Date _____

- A spouse shall not be deemed to have acquired a residence or domicile in any other state solely by reason of being there to be with the servicemember serving in compliance with military orders

Domicile is defined as the one place:

- Where you maintain a true, fixed and permanent home
- To which you intend to return whenever you are absent

A military servicemember's nonmilitary spouse is considered a nonresident for tax purposes if the servicemember and spouse have the same domicile outside of California and the spouse is in California solely to be with the servicemember who is serving in compliance with Permanent Change of Station orders (Note: California may require nonmilitary spouses of military servicemembers to provide proof that they meet the criteria for California personal income tax exemption as set forth in the MSRRRA).

For assistance in determining whether the applicant meets the MSRRRA requirements, get FTB Pub. 1032, Tax Information for Military Personnel.

F What Is a Permanent Place of Business

A corporation has a permanent place of business in California if it is organized and existing under the laws of California or if it is a foreign corporation qualified to transact intrastate business by the California SOS. A corporation that has not qualified to transact intrastate business (e.g., a corporation engaged exclusively in interstate commerce) will be considered as having a permanent place of business in California only if it maintains a permanent office in California that is permanently staffed by its employees.

G Withholding Agent

Keep Form 590 for your records. Do not send this form to the FTB unless it has been specifically requested.

For more information, contact Withholding Services and Compliance, see General Information H.

The vendor/payee must notify the withholding agent if any of the following situations occur:

- The individual vendor/payee becomes a nonresident.
- The corporation ceases to have a permanent place of business in California or ceases to be qualified to do business in California.
- The partnership ceases to have a permanent place of business in California.
- The LLC ceases to have a permanent place of business in California.
- The tax-exempt entity loses its tax-exempt status.

The withholding agent must then withhold and report the withholding using Form 592, Resident and Nonresident Withholding Statement, and remit the withholding using Form 592-A, Payment Voucher for Foreign Partner or Member Withholding. Form 592-B, Resident and Nonresident Withholding Tax Statement, is retained by the withholding agent and a copy is given to the payee.

H Publications, Forms, and Additional Information

You can download, view, and print California tax forms and publications at ftb.ca.gov.

To have publications or forms mailed to you or to get additional nonresident withholding information, contact the Withholding Services and Compliance.

WITHHOLDING SERVICES AND
COMPLIANCE MS F182
FRANCHISE TAX BOARD
PO BOX 942867
SACRAMENTO CA 94267-0651

Telephone: 888.792.4900
916.845.4900

Fax: 916.845.9512

For all other questions unrelated to withholding or to access the TTY/TDD numbers, see the information below.

Internet and Telephone Assistance

Website: ftb.ca.gov
Telephone: 800.852.5711 from within the United States
916.845.6500 from outside the United States

TTY/TDD: 800.822.6268 for persons with hearing or speech impairments

Asistencia Por Internet y Teléfono

Sitio web: ftb.ca.gov
Teléfono: 800.852.5711 dentro de los Estados Unidos
916.845.6500 fuera de los Estados Unidos

TTY/TDD: 800.822.6268 personas con discapacidades auditivas y del habla

841.1001 1751412.3

841.1001 1751412.3

EXHIBIT A**SCOPE OF SERVICES****1.0 SCOPE OF WORK****1.1 SCOPE**

The Consultant shall only perform work that is assigned in an authorized Task Order. The executed on-call contract does not guarantee that a Task Order will be issued.

The Consultant shall provide Construction Managers (hereinafter referred to as "CM"), licensed as Professional Civil Engineer Registered in the State of California, for a wide range of services including but not limited to: administration, project inspection, quality assurance, materials testing, safety, claims mitigation, document control, labor compliance, construction management and constructability review. The CM shall qualify and act as the City's Resident Engineer in accordance with state and federal requirements. The Consultant will not be responsible for the construction staking but will be required to confirm/verify correctness; construction staking will be performed by the design engineer or contractor under a separate contract. The construction manager services will encompass serving as the City's Representative to the Construction Contractor and the public with regard to activities at the construction site, interpretation of the requirements of the Construction Contract Documents, assessing the acceptability of the Contractor's work, and materials sampling and testing.

For all testing work on federal and state aided projects, the laboratory and testing personnel must be certified as required by the City of Rancho Cordova's Quality Assurance Program (QAP) Manual. A copy of which is included as Attachment D to this RFQ. The Consultant must follow all pertinent State testing requirements as required in the QAP.

All inspection, materials testing, construction management, and related activities shall be completed in accordance with the latest edition of, but not limited to, the following documents:

- Regulatory Agency Permits
- City/County Standards
- Caltrans Standard Test Methods
- Caltrans Manual of Traffic Control for Construction & Maintenance Work Zones
- Caltrans Construction Manual & Bulletins
- Manual of Uniform Traffic Control Devices & California Supplement
- City of Rancho Cordova Construction Procedures Manual
- Caltrans LAPM and LAPG
- City of Rancho Cordova QAP

1.2 PROJECT TASKS

For each specific construction project the Consultant shall be issued a Task Order.

The Task Order shall detail the tasks required, schedule, and projected costs. The costs will be based on the specified rates of compensation in the Agreement. The City shall confer with the Consultant to establish the maximum fee, including expenses, for the specific project and to establish the completion date.

Specific services anticipated to be included are as follows:

- A. Constructability Review** - The purpose of constructability reviews during project development is to ensure that projects are biddable, buildable, cost-effective and maintainable. Constructability reviews involve the optimum use of construction knowledge and experience in the planning and development of a project.

One of the primary goals of constructability reviews is to foster a greater level of involvement by construction personnel during project planning and development. The Regional/Resident/Maintenance Engineers and staff are key providers of comments on constructability issues throughout the project development process.

Waiting to conduct constructability reviews in the late stages of design is not effective. By project end, significant resources have been expended in developing the design. Plan changes at this late stage are costly to implement, have a significant effect on the project schedule and may conflict with long established approved permits and commitments. It is imperative that knowledgeable construction people are involved early in planning and development.

Deliverables:

- One copy of the final Constructability Review

- B. Administration** – The projects may include Federal, State and local funds. The Consultant shall provide construction administration of the project to facilitate the ongoing construction efforts and maintain State and City regulations. At a minimum the Consultant shall:

- Comply with Cal-OSHA regulations regarding safety equipment and procedures, and safety instructions issued by the State.
- Provide labor compliance services including, but not limited, to monitoring contractor compliance with applicable labor laws.
- Ensure compliance with Contractor's DBE requirements.
- Provide administrative, management and related services as required to coordinate the work of the Contractor, to complete the project in accordance with contract documents, State regulations and in accordance with the City's objectives for cost, time and quality.
- Coordinate with the City, Caltrans and all other involved agencies to obtain and comply with all required permits.
- Prepare all ongoing documentation, testing and other administration associated with the project funding.
- Review the construction schedule, including activity sequences and durations, schedule of submittals and schedule of delivery for products with long lead-time. Work with the Contractor to maintain the project schedule to show current conditions and suggest revisions that may be required.

- Prepare a cost control program. Provide continuous monitoring of the approved estimate of construction cost, showing actual costs for activities in progress and estimates for incomplete tasks. Identify variances between actual and budgeted or estimated costs and advise the City whenever projected costs exceed budgets or estimates.
 - Recommend necessary or desirable changes in the construction Contractor's scope of work to the City, review and evaluate Contractor's request for changes, assist in negotiating Contractor's proposals, submit recommendations to the City supported by field data, and if they are accepted, prepare change orders for signature and the City's authorization.
 - Maintain strict cost accounting records on authorized work performed under unit costs, additional work performed on the basis of actual costs of labor and materials, or other work requiring accounting records.
 - Develop and implement procedures for the review and processing of applications by Contractor for progress and final payments. Make recommendations for certification to the City for payment.
 - Consult with the Design Engineer and the City if the Contractor requests interpretations of the meaning and intent of the drawings and specifications, and assist in the resolution of questions, which may arise.
 - Provide a staffing schedule each month for the following month. This schedule is subject to the City's approval.
 - Manage any utility work to be performed by utility agencies (work not part of Contractor's responsibilities).
- C. Documentation of Pre-construction Conditions** - Consultant shall document pre-construction conditions using photographs, written notes, and video. The entire site shall be videotaped prior to construction. Special or sensitive areas shall be noted and extra documentation may be required.

Deliverables:

- Copies of all documentation, including photographs, notes and video
- D. Documentation and Record Keeping** - The Consultant shall maintain all documents to provide a detailed account of the construction effort, progress and contractual obligations. The Consultant shall provide at a minimum the services below:
- Verify that all required certificate of bonds and insurance have been received from the Contractor and forwarded to the City for approval.
 - Maintain at the project site, on a current basis: a record copy of all contracts, drawings, specifications, addenda, change orders and other modifications, in good order and marked to record all changes made during construction; shop drawings, product data, samples, submittals, purchases, materials, equipment, applicable handbooks, maintenance and operating manuals and instructions, other related documents and revisions which are relevant to the contract work.
 - During the course of construction, maintain one set of plans with markings and dimensions in red ink to denote field changes or other corrections.

- A detailed photographic history of all phases of the project shall be maintained on a daily basis. Each photograph will be labeled as to location, direction of view, date, time and items of interest. The photographs shall be maintained in an album and the photographs shall be indexed for ease of retrieval. Photos shall also be taken of the following:
 - Barricade placement.
 - Disputed work items.
 - Work that has to be duplicated, replaced, or removed.
 - Completed work.
 - Extra work.

E. Meetings - Consultant shall prepare for and conduct weekly construction progress meetings to discuss such matters as procedures, progress, problems and scheduling and any other required meetings between the Contractor, City, the Design Engineer and any agencies related to the project. Consultant shall take minutes of the meetings and distribute them to attendees within one week of the meeting. Meetings shall be held at the offices of the City of Rancho Cordova Department of Public Works or at a mutually agreeable location determined during the pre-construction meeting.

Deliverables:

- Pre-construction meeting with City and all applicable parties related to the project.
- Weekly meetings with City and all applicable parties related to the project.
- Any meetings necessary to immediately resolve project issues related to scope, cost, schedule, etc.
- Meeting minutes

F. Submittals and Clarifications - The Consultant shall issue documented clarifications and interpretations of the Project Plans and Specifications in response to requests by the Contractor. The Consultant shall notify the City of any clarifications or interpretations that may result in a change order. The Consultant shall also accept and process submittals, including but not limited to shop drawings, product data, and product samples. The Consultant shall review any submittals deemed appropriate by the City. Submittals requiring review by the Design Engineer shall be logged and transmitted for formal review. Consultant shall be responsible to see that all submittals are reviewed and returned in a timely manner.

Deliverables:

- Copies of all documentation for clarification and interpretation of the Project Plans and Specifications

G. Quality Assurance - The CM shall review the work of the Contractor, trade and specialty contractors on the project as it is being performed, until final completion and acceptance by the City, to assure that the work performed and materials furnished are in accordance with the contract documents. The CM shall confer with the Project Manager and the appropriate consultants to make the final

interpretation, in writing, and transmit it to the City and appropriate parties for resolution.

H. Field Inspection - Consultant shall provide experienced and qualified field inspectors (who are acceptable to the City) to observe/inspect the Contractor's construction work on a daily basis. The Inspector shall inspect all constructed facilities prior to burial and observe all tests required to be performed by the Contractor or referenced in the Project Plans and Specifications. Field inspectors shall monitor the Contractor's performance for adherence to project plans and specifications, construction quality, cost, and schedule and shall enforce, either approving or rejecting the Contractor's work in accordance with the requirements of applicable Contract Documents. Inspectors will review the safety programs developed by the Contractor as required by the contract documents and monitor the Contractor's compliance. Depending on the scope of the project, individual inspectors shall have inspection experience that includes, but is not limited to, the following areas:

1. General site preparation including clearing, grubbing, and mass grading. Environmentally sensitive issues such as wetland preservation/mitigation, tree protection, tree removal and mitigation, water quality management, and erosion control construction and monitoring.
2. Underground construction that includes wet and dry utilities, canals, detention ponds, etc.
3. New road construction, existing road widening and improvements including subgrade, structural section and paving, knowledge of bridge construction inspection, and pier construction and placement.
4. Other experience applicable to the project.

Daily inspection reports and diaries of Contractor's construction activities shall be prepared and made available to the City on the following day. Daily inspection reports shall include, at a minimum, the following information: Contractor's activities, weather conditions, discussions with the Contractor, problems and issues dealt with, approved changes, and any other information necessary to create a satisfactory record of the day's activities at the project site in accordance with standard inspection practice. The Consultant shall document special situations by photograph or video accompanied with a written description. Consultant shall document any defective work until it is repaired to the Consultant's and City's satisfaction and quality of work is in accordance with the contract documents.

The Consultant shall prepare and submit a written weekly report to the City describing updates of the project progress, summaries of work performed including percent of work completed, work activities behind schedule, any community relations issues and defective work. All outstanding deficiencies shall also be noted in the weekly report until resolved or settled.

Deliverables:

- Daily Inspection Reports
- Weekly Reports

- I. **Testing** - Consultant shall provide, coordinate, and monitor all field and laboratory testing of soils, backfill, asphalt concrete, Portland cement concrete, and other testing required by law or the Project Plans and Specifications. Consultant(s) shall perform all testing work with certified technicians including, but not limited to, Caltrans certifications. All Consultant(s) laboratory facilities shall be certified to perform the respective tests according to the Caltrans Quality Assurance Program Manual for use by Local Agencies and shall be approved by the City. Consultant shall review results of tests, forward copies of the results to the City as part of the weekly reports, and work with the Contractor to resolve deficiencies. All test procedures will be in accordance with the latest Caltrans Test Methods and the City of Rancho Cordova Specifications.

Deliverables:

- Copies of all testing results
- J. **Final Completion & Acceptance** - After the project is substantially complete, the Consultant shall schedule a walk through with the City, request input from all other City Departments needed to prepare a "punch list" of incomplete or unsatisfactory items, and submit the list to the Contractor. Once all work is satisfactorily complete, the Consultant shall deliver a statement to the City indicating that to the best of the Consultant's knowledge and belief, after diligent investigation including satisfaction of its other obligations under the agreement, the project has been completed in accordance with the Project Plans and Specifications and the Consultant recommends acceptance of the project by the City. The Consultant shall submit the Final Progress Pay Estimate signed by the Contractor.
- K. **Other Tasks** - As part of the inspections and construction administration activities, the Consultant shall include the tasks listed below as part of the overall project activities as listed in the professional services agreement:
1. Consultant shall monitor Contractor's coordination with various utility companies.
 2. Consultant shall inspect traffic control and erosion control measures as often as necessary to assure activities are in accordance with the Contract documents and State regulations.
 3. Consultant shall provide topographic survey and construction staking services upon request from CITY.
 4. Consultant shall notify the City immediately of any errors or omissions that are found on the plans and specifications during construction.
 5. Consultant shall enforce the requirements of the California Labor Code as they pertain to the project. The detailed description of the Labor Code requirements is described in Section 7 of the State Standard Specifications.
 6. Consultant shall take appropriate action to ensure correction of observed safety violations under the requirements of the CAL OSHA Construction Safety Orders.
- L. **Project Closeout** - The Consultant shall submit to the City's Representative the following close out items:

1. The original set of all inspection reports, summaries, testing documents, meeting minutes, clarifications, schedules, correspondence and other documents related to the construction of this project.
2. All records, maps, and plans maintained by the Consultant during construction.
3. All approved shop drawings, submittals and manufacturers' literature maintained by the Consultant during the construction project.
4. One complete set of annotated project progress photographs bound chronologically and videotapes taken before and during construction.
5. One set of record drawings of as-built changes in neat red pencil.

M. Warranty Inspection – The Consultant shall provide a warranty inspection prior to the warranty expiration date. The Consultant will submit a copy of the warranty report to the City.

N. Local Agency Obligations – All plans, specifications and data applicable to the projects and in possession of the City of Rancho Cordova are too made available to the Consultant. The City will assign a City Project Manager for all projects associated with this RFQ to assist/direct the Consultant.

O. Project Record Keeping - Virtual Project Manager (VPM) - Consultant shall submit daily progress reports to the engineer via the internet utilizing a web site address VPM @ WWW.VIRTUAL-PM.COM managed by the City. The inspector or resident engineer shall use Virtual Project Manager (VPM) to record daily progress, problems, transmittals, submittals, change orders and all general correspondences. The city project manager and the contractors will communicate exclusively through VPM throughout each construction project. A digital camera, daily use of computer and internet access by inspector are required.

P. Department of Industrial Relations – SB 854 Compliance - Consultant shall comply with the Public Works Contractor Registration Law – SB 854 as required by the Department of Industrial Relations.

2.0 MISCELLANEOUS

The Consultant shall support the City in any post-completion dispute, rendering reasonable assistance, providing access to its records, but is not intended to retain independent experts.

Staff meetings of the Consultant shall not be considered as part of services for which payment will be made.

Time required by the Consultant to reach the designated work site shall not be considered part of the services for which payment will be made.

Costs associated with vehicle, phone and computer shall be included in Consultants hourly rate and no separate reimbursable request will be allowed.

Billing shall be on a four-week interval as designated by the City.

ATTACHMENT 2

Contract 178-2018

EXHIBIT A

There shall be no reimbursable expenses on this project unless approved in writing, in advance, by the City.

The City will not provide office space for Consultant staff. If additional accommodations are needed by the Consultant, Consultant shall be responsible for obtaining the additional accommodations at no cost to the City.

CITY OF RANCHO CORDOVA

CONSTRUCTION MANAGEMENT SERVICES

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

EXHIBIT B

Page 1 of 2

Note: Mark-ups are Not Allowed

Federal Nos.:

Consultant or Subconsultant: Salaber Associates, Inc.

Contract No.:

Date: 08/08/2018

Fringe Benefit % 0.0000% + Overhead % 123.6300% + General Administration % 0.0000% = Combined Indirect Cost Rate (ICR) % 123.6300%

FEE % = 10.0%

Escalation % = 5.0%

BILLING INFORMATION				CALCULATION INFORMATION					
Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective date of hourly rate		Actual or Avg. hourly rate ³	% or \$ increase	Hourly range - for classifications only	
	Straight	OT (1.5x)	OT (2x)	From	To				
Bob LoRusso, PE Resident Engineer/ Construction Manager Exempt Non-Prevailing Wage	\$ 195.15	\$ 195.15	\$ 195.15	01/01/2018	12/31/2018	\$ 79.33		Not Applicable	
	\$ 204.90	\$ 204.90	\$ 204.90	01/01/2019	12/31/2019	\$ 83.30	5.0%		
	\$ 215.15	\$ 215.15	\$ 215.15	01/01/2020	12/31/2020	\$ 87.46	5.0%		
	\$ 225.91	\$ 225.91	\$ 225.91	01/01/2021	12/31/2021	\$ 91.83	5.0%		
Robert Salaber, PE Resident Engineer/ Construction Manager Exempt Non-Prevailing Wage	\$ 210.52	\$ 315.78	\$ 421.04	01/01/2018	12/31/2018	\$ 85.58		Not Applicable	
	\$ 221.05	\$ 331.57	\$ 442.09	01/01/2019	12/31/2019	\$ 89.86	5.0%		
	\$ 232.10	\$ 348.15	\$ 464.20	01/01/2020	12/31/2020	\$ 94.35	5.0%		
	\$ 243.70	\$ 365.56	\$ 487.41	01/01/2021	12/31/2021	\$ 99.07	5.0%		
Matt Nord* Senior Construction Inspector - Group 2 Non-Exempt Prevailing Wage DAY	\$ 135.30	\$ 202.94	\$ 270.59	01/01/2018	12/31/2018	\$ 55.00		Not Applicable	
	\$ 142.06	\$ 213.09	\$ 284.12	01/01/2019	12/31/2019	\$ 57.75	5.0%		
	\$ 149.16	\$ 223.75	\$ 298.33	01/01/2020	12/31/2020	\$ 60.64	5.0%		
	\$ 156.62	\$ 234.93	\$ 313.24	01/01/2021	12/31/2021	\$ 63.67	5.0%		
Matt Nord* Senior Construction Inspector - Group 2 Non-Exempt Prevailing Wage NIGHT	\$ 150.06	\$ 225.08	\$ 300.11	01/01/2018	12/31/2018	\$ 61.00		Not Applicable	
	\$ 157.56	\$ 236.34	\$ 315.12	01/01/2019	12/31/2019	\$ 64.05	5.0%		
	\$ 165.44	\$ 248.15	\$ 330.87	01/01/2020	12/31/2020	\$ 67.25	5.0%		
	\$ 173.71	\$ 260.56	\$ 347.42	01/01/2021	12/31/2021	\$ 70.62	5.0%		
Dave Compton* Senior Construction Inspector - Group 2 Non-Exempt Prevailing Wage DAY	\$ 135.30	\$ 202.94	\$ 270.59	01/01/2018	12/31/2018	\$ 55.00		Not Applicable	
	\$ 142.06	\$ 213.09	\$ 284.12	01/01/2019	12/31/2019	\$ 57.75	5.0%		
	\$ 149.16	\$ 223.75	\$ 298.33	01/01/2020	12/31/2020	\$ 60.64	5.0%		
	\$ 156.62	\$ 234.93	\$ 313.24	01/01/2021	12/31/2021	\$ 63.67	5.0%		
Dave Compton* Senior Construction Inspector - Group 2 Non-Exempt Prevailing Wage NIGHT	\$ 150.06	\$ 225.08	\$ 300.11	01/01/2018	12/31/2018	\$ 61.00		Not Applicable	
	\$ 157.56	\$ 236.34	\$ 315.12	01/01/2019	12/31/2019	\$ 64.05	5.0%		
	\$ 165.44	\$ 248.15	\$ 330.87	01/01/2020	12/31/2020	\$ 67.25	5.0%		
	\$ 173.71	\$ 260.56	\$ 347.42	01/01/2021	12/31/2021	\$ 70.62	5.0%		
Matt Carlenzoli* Senior Construction Inspector - Group 2 Non-Exempt Prevailing Wage	\$ 140.22	\$ 210.32	\$ 280.43	01/01/2018	12/31/2018	\$ 57.00		Not Applicable	
	\$ 147.23	\$ 220.84	\$ 294.45	01/01/2019	12/31/2019	\$ 59.85	5.0%		
	\$ 154.59	\$ 231.88	\$ 309.18	01/01/2020	12/31/2020	\$ 62.84	5.0%		

EXHIBIT B

DAY				\$ 162.32	\$ 243.48	\$ 324.64	01/01/2021	12/31/2021	\$ 65.98	5.0%	ATTACHMENT 2	
Matt Carlenzoli*				\$ 154.98	\$ 232.46	\$ 309.95	01/01/2018	12/31/2018	\$ 63.00	5.0%	EXHIBIT B	Not Applicable
Senior Construction Inspector - Group 2				\$ 162.72	\$ 244.09	\$ 325.45	01/01/2019	12/31/2019	\$ 66.11	5.0%		
Non-Exempt Prevailing Wage				\$ 170.86	\$ 256.29	\$ 341.72	01/01/2020	12/31/2020	\$ 69.46	5.0%		
NIGHT				\$ 179.40	\$ 269.11	\$ 358.81	01/01/2021	12/31/2021	\$ 72.93	5.0%		
Brian Ellis, EIT*				\$ 135.30	\$ 202.94	\$ 270.59	01/01/2018	12/31/2018	\$ 55.00			Not Applicable
Assistant RE / Construction Inspector - Group 2				\$ 142.06	\$ 213.09	\$ 284.12	01/01/2019	12/31/2019	\$ 57.75	5.0%		
Non-Exempt Prevailing Wage				\$ 149.16	\$ 223.75	\$ 298.33	01/01/2020	12/31/2020	\$ 60.64	5.0%		
DAY				\$ 156.62	\$ 234.93	\$ 313.24	01/01/2021	12/31/2021	\$ 63.67	5.0%		
Brian Ellis, EIT*				\$ 150.06	\$ 225.08	\$ 300.11	01/01/2018	12/31/2018	\$ 61.00			Not Applicable
Assistant RE / Construction Inspector - Group 2				\$ 157.56	\$ 236.34	\$ 315.12	01/01/2019	12/31/2019	\$ 64.05	5.0%		
Non-Exempt Prevailing Wage				\$ 165.44	\$ 248.15	\$ 330.87	01/01/2020	12/31/2020	\$ 67.25	5.0%		
NIGHT				\$ 173.71	\$ 260.56	\$ 347.42	01/01/2021	12/31/2021	\$ 70.62	5.0%		
Justin Kable, PE				\$ 179.57	\$ 269.36	\$ 359.15	01/01/2018	12/31/2018	\$ 73.00			Not Applicable
Resident Engineer/ Construction Manager				\$ 188.55	\$ 282.83	\$ 377.11	01/01/2019	12/31/2019	\$ 76.65	5.0%		
Exempt Non-Prevailing Wage				\$ 197.98	\$ 296.97	\$ 395.96	01/01/2020	12/31/2020	\$ 80.48	5.0%		
				\$ 207.88	\$ 311.82	\$ 415.76	01/01/2021	12/31/2021	\$ 84.51	5.0%		

- 1) Names and classifications of consultant (key staff) team members must be listed. Provide separate sheets for prime and all subconsultant firms.
- 2) Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Agreed upon billing rates are not adjustable for the term of the contract.
- 3) For named employees enter the actual hourly rate. For classifications only, enter the average hourly rate for that classification.

NOTES:

- Denote all employees subject to prevailing wage with an asterisks (*)
- For "Other Direct Cost" listing, see page 2 of this Exhibit

NOTES:

1. Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended.
3. Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.
4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

EXHIBIT 10-H2 COST PROPOSAL Page 2 of 3

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant Salaber Associates, Inc. ☒ Prime Consultant ☐ Subconsultant
Project No. On-Call CM Contract No. _____ Date 8/17/18

SCHEDULE OF OTHER DIRECT COST ITEMS (Add additional pages as necessary)				
Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs	N/A		\$	\$
Equipment Rental and Supplies	N/A		\$	\$
Permit Fees	N/A		\$	\$
Plan Sheets	N/A		\$	\$
Test	N/A		\$	\$
Vehicle	N/A		\$	\$
Subconsultant 1: See attached.				\$
Subconsultant 2: See attached.				\$
Subconsultant 3: See attached.				\$
Subconsultant 4:				\$
Subconsultant 5:				\$

Note: Add additional pages if necessary.

NOTES:

1. List other direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentation.
2. Proposed ODC items should be consistently billed regardless of client and contract type.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
6. Travel related costs should be pre-approved by the contracting agency and shall not exceed current State Department of Personnel Administration rules.

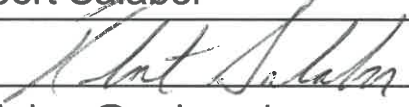
EXHIBIT 10-H2 COST PROPOSAL Page 3 of 3**Certification of Direct Costs:**

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

7. Generally Accepted Accounting Principles (GAAP)
8. Terms and conditions of the contract
9. [Title 23 United States Code Section 112](#) - Letting of Contracts
10. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
11. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
12. [48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board](#) (when applicable)

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

Prime Consultant or Subconsultant Certifying:

Name: Robert Salaber Title *: President
 Signature :  Date of Certification (mm/dd/yyyy): 8/17/18
 Email: rsalaber@saiservices.com Phone Number: 707-249-8808
 Address: 11025 Trade Center Drive, Suite 120, Rancho Cordova, CA 95620

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

List services the consultant is providing under the proposed contract:

On-call construction management

EXHIBIT B

EXHIBIT 10-H2 COST PROPOSAL | CITY OF RANCHO CORDOVA, DEPT OF PUBLIC WORKS | ON-CALL CONSTRUCTION MANAGEMENT SERVICES

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant

Vali Cooper & Associates, Inc.

☐ Prime Consultant

☒ Subconsultant

☐ 2nd Tier Subconsultant

Project No.

TBD (FHWA funded)

Contract No.

TBD

Participation Amount \$

TBD

Date

08/17/2018

For Combined Rate									
Fringe Benefit %	+	Overhead %	136.88%	+	General Administration %	=	Combined ICR % ⁶	136.88%	
OR									
For Home Office Rate									
Fringe Benefit %		+	Overhead %		+	General Administration %	=	Home Office ICR %	0.00%
For Field Office Rate									
Fringe Benefit %		+	Overhead %		+	General Administration %	=	Field Office ICR %	0.00%

FEE % =

10.0%

Escalation % =

3.0%

BILLING INFORMATION				CALCULATION INFORMATION					
Name/Job Title/Classification ¹		Hourly Billing Rates ³			Effective date of hourly rate		Actual or Avg. hourly rate ⁴	% or \$ increase	Hourly range - for classifications only
Juan Zermeno Project Manager / Resident Engineer		\$ 182.40	\$ 273.60	\$ 364.80	07/24/2018	06/30/2019	\$ 70.00		Not Applicable
		\$ 187.87	\$ 281.80	\$ 375.74	07/01/2019	06/30/2020	\$ 72.10	3.0%	
		\$ 193.50	\$ 290.25	\$ 387.00	07/01/2020	06/30/2021	\$ 74.26	3.0%	
		\$ 199.31	\$ 298.96	\$ 398.62	07/01/2021	06/30/2022	\$ 76.49	3.0%	
	non-exempt non-prevailing wage	\$ 205.28	\$ 307.91	\$ 410.55	07/01/2022	06/30/2023	\$ 78.78	3.0%	
Richard Ashbaugh ** Construction Inspector - Group 2		\$ 156.34	\$ 234.51	\$ 312.68	07/24/2018	06/30/2019	\$ 60.00		Not Applicable
		\$ 161.03	\$ 241.55	\$ 322.06	07/01/2019	06/30/2020	\$ 61.80	3.0%	
		\$ 165.85	\$ 248.79	\$ 331.73	07/01/2020	06/30/2021	\$ 63.65	3.0%	
		\$ 170.83	\$ 256.24	\$ 341.68	07/01/2021	06/30/2022	\$ 65.56	3.0%	
	non-exempt prevailing wage DAY	\$ 175.96	\$ 263.93	\$ 351.92	07/01/2022	06/30/2023	\$ 67.53	3.0%	
Richard Ashbaugh ** Construction Inspector - Group 2		\$ 163.04	\$ 234.51	\$ 312.68	07/24/2018	06/30/2019	\$ 62.57		Not Applicable
		\$ 167.94	\$ 241.55	\$ 322.06	07/01/2019	06/30/2020	\$ 64.45	3.0%	
		\$ 172.97	\$ 248.79	\$ 331.73	07/01/2020	06/30/2021	\$ 66.38	3.0%	
		\$ 178.15	\$ 256.24	\$ 341.68	07/01/2021	06/30/2022	\$ 68.37	3.0%	
	non-exempt prevailing wage NIGHT	\$ 183.49	\$ 263.93	\$ 351.92	07/01/2022	06/30/2023	\$ 70.42	3.0%	

- NOTES:
1.

Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2.

The cost proposal format shall not be amended.
3.

Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.
4.

For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.
5.

Rates are based on DIR Prevailing Wage Determination NC-63-3-9-2018-1.
- .

Rates shown are for FWHA (federal transporation) funded projects only. For non-federally funded projects, VC&A will adjust ICR and hourly bill rates to reflect Gross OH.

EXHIBIT B

EXHIBIT 10-H2 COST PROPOSAL

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant Vali Cooper & Associates, Inc. Project No. TBD (FHWA funded) Contract No. TBD Date 08/17/2018

BILLING INFORMATION				CALCULATION INFORMATION				
Name/Job Title/Classification ¹	Hourly Billing Rates ³			Effective date of hourly rate		Actual or Avg. hourly rate ⁴	% or \$ increase	Hourly range - for classifications only
John Mahoney ** Construction Inspector - Group 2	\$ 156.42	\$ 212.47	\$ 268.52	07/24/2018	06/30/2019	\$ 60.03		Not Applicable
	\$ 161.11	\$ 218.85	\$ 276.57	07/01/2019	06/30/2020	\$ 61.83	3.0%	
	\$ 165.93	\$ 225.42	\$ 284.85	07/01/2020	06/30/2021	\$ 63.68	3.0%	
	\$ 170.91	\$ 232.19	\$ 293.40	07/01/2021	06/30/2022	\$ 65.59	3.0%	
	\$ 176.04	\$ 239.15	\$ 302.21	07/01/2022	06/30/2023	\$ 67.56	3.0%	
non-exempt prevailing wage DAY	\$ 176.04	\$ 239.15	\$ 302.21	07/01/2022	06/30/2023	\$ 67.56	3.0%	
John Mahoney ** Construction Inspector - Group 2	\$ 170.44	\$ 233.49	\$ 296.55	07/24/2018	06/30/2019	\$ 65.41		Not Applicable
	\$ 175.54	\$ 240.50	\$ 305.44	07/01/2019	06/30/2020	\$ 67.37	3.0%	
	\$ 180.81	\$ 247.72	\$ 314.61	07/01/2020	06/30/2021	\$ 69.39	3.0%	
	\$ 186.23	\$ 255.15	\$ 324.04	07/01/2021	06/30/2022	\$ 71.47	3.0%	
	\$ 191.80	\$ 262.81	\$ 333.76	07/01/2022	06/30/2023	\$ 73.61	3.0%	
non-exempt prevailing wage NIGHT	\$ 191.80	\$ 262.81	\$ 333.76	07/01/2022	06/30/2023	\$ 73.61	3.0%	
Ed Palma ** Construction Inspector - Group 2	\$ 167.99	\$ 224.04	\$ 280.08	07/24/2018	06/30/2019	\$ 64.47		Not Applicable
	\$ 173.02	\$ 230.76	\$ 288.47	07/01/2019	06/30/2020	\$ 66.40	3.0%	
	\$ 178.20	\$ 237.69	\$ 297.13	07/01/2020	06/30/2021	\$ 68.39	3.0%	
	\$ 183.54	\$ 244.83	\$ 306.04	07/01/2021	06/30/2022	\$ 70.44	3.0%	
	\$ 189.04	\$ 252.18	\$ 315.21	07/01/2022	06/30/2023	\$ 72.55	3.0%	
non-exempt prevailing wage DAY	\$ 189.04	\$ 252.18	\$ 315.21	07/01/2022	06/30/2023	\$ 72.55	3.0%	
Ed Palma ** Construction Inspector - Group 2	\$ 182.01	\$ 245.06	\$ 308.12	07/24/2018	06/30/2019	\$ 69.85		Not Applicable
	\$ 187.48	\$ 252.41	\$ 317.37	07/01/2019	06/30/2020	\$ 71.95	3.0%	
	\$ 193.11	\$ 259.99	\$ 326.88	07/01/2020	06/30/2021	\$ 74.11	3.0%	
	\$ 198.89	\$ 267.79	\$ 336.68	07/01/2021	06/30/2022	\$ 76.33	3.0%	
	\$ 204.86	\$ 275.81	\$ 346.79	07/01/2022	06/30/2023	\$ 78.62	3.0%	
non-exempt prevailing wage NIGHT	\$ 204.86	\$ 275.81	\$ 346.79	07/01/2022	06/30/2023	\$ 78.62	3.0%	
Ron Rasmussen ** Construction Inspector - Group 2	\$ 152.80	\$ 208.85	\$ 264.89	07/24/2018	06/30/2019	\$ 58.64		Not Applicable
	\$ 157.38	\$ 215.10	\$ 272.84	07/01/2019	06/30/2020	\$ 60.40	3.0%	
	\$ 162.10	\$ 221.56	\$ 281.02	07/01/2020	06/30/2021	\$ 62.21	3.0%	
	\$ 166.97	\$ 228.21	\$ 289.46	07/01/2021	06/30/2022	\$ 64.08	3.0%	
	\$ 171.97	\$ 235.06	\$ 298.14	07/01/2022	06/30/2023	\$ 66.00	3.0%	
non-exempt prevailing wage DAY	\$ 171.97	\$ 235.06	\$ 298.14	07/01/2022	06/30/2023	\$ 66.00	3.0%	
Ron Rasmussen ** Construction Inspector - Group 2	\$ 166.82	\$ 229.87	\$ 292.93	07/24/2018	06/30/2019	\$ 64.02		Not Applicable
	\$ 171.82	\$ 236.78	\$ 301.71	07/01/2019	06/30/2020	\$ 65.94	3.0%	
	\$ 176.98	\$ 243.89	\$ 310.75	07/01/2020	06/30/2021	\$ 67.92	3.0%	
	\$ 182.29	\$ 251.21	\$ 320.08	07/01/2021	06/30/2022	\$ 69.96	3.0%	
	\$ 187.77	\$ 258.74	\$ 329.70	07/01/2022	06/30/2023	\$ 72.06	3.0%	
non-exempt prevailing wage NIGHT	\$ 187.77	\$ 258.74	\$ 329.70	07/01/2022	06/30/2023	\$ 72.06	3.0%	

NOTES:

- Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended.
- Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.

For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

Rates are based on DIR Prevailing Wage Determination NC-63-3-9-2018-1.

Rates shown are for FWHA (federal transporation) funded projects only. For non-federally funded projects, VC&A will adjust ICR and hourly bill rates to reflect Gross OH.

EXHIBIT B

EXHIBIT 10-H2 COST PROPOSAL | CITY OF RANCHO CORDOVA, DEPT OF PUBLIC WORKS | ON-CALL CONSTRUCTION MANAGEMENT SERVICES

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant Vali Cooper & Associates, Inc.

☐ Prime Consultant

☒ Subconsultant

Project No. TBD (FHWA funded)

Contract No. TBD

Date 08/17/2018

SCHEDULE OF OTHER DIRECT COST ITEMS				
Description of Item	Quantity	Unit	Unit Cost	Total
Per Diem			NC	\$ -
Company Vehicles			NC	\$ -
Personal Vehicles (mileage)		mile	IRS Rate	\$ -
FCCM *		% Labor	0.04%	\$ -
* Facilities Capital Cost of Money (FCCM) will be billed as an Other Direct Cost based on the sum of actual hourly rates (AHR) of each employee (Emp) and the number of monthly hours billed (MHB) multiplied by the FCCM				\$ -
				\$ -
				\$ -
Subconsultant 1:				\$ -
Subconsultant 2:				\$ -
Subconsultant 3:				\$ -
Subconsultant 4:				\$ -
Subconsultant 5:				\$ -

IMPORTANT NOTES:

1.

List direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentation.
2.

Proposed items should be consistently billed regardless of client and contract type.
3.

Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4.

Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
5.

Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
6.

Travel related costs should be pre-approved by the contracting agency and shall not exceed current Sate Department of Personnel Administration rules.
7.

If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
8.

If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is their standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.
9.

The cost proposal format shall not be amended. All costs must comply with the Federal cost principles.
10.

Add additional pages if necessary.
11.

Subconsultants must provide their own cost proposals.

Cost Proposal

EXHIBIT B

EXHIBIT 10-H2 COST PROPOSAL | CITY OF RANCHO CORDOVA, DEPT OF PUBLIC WORKS | ON-CALL CONSTRUCTION MANAGEM

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

7. Generally Accepted Accounting Principles (GAAP)
8. Terms and conditions of the contract
9. [Title 23 United States Code Section 112](#) - Letting of Contracts
10. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
11. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
12. [48 Code of Federal Regulations Part 9904](#) - Cost Accounting Standards Board (when applicable)

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

Prime Consultant or Subconsultant Certifying:

Name:	Marian Ross	Title *:	CFO
Signature:		Date of Certification (mm/dd/yyyy):	8/3/2018
Email:	marian.ross@valicooper.com	Phone Number:	510.446.8301
Address:	1850 Gateway Blvd., Ste. 1000, Concord, CA 94520		

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

List services the consultant is providing under the proposed contract:

As needed construction management and construction inspection services.

CITY OF RANCHO CORDOVA | PRE-QUALIFIED LIST OF CONSULTANTS FOR CONSTRUCTION MANAGEMENT SERVICES

EXHIBIT B

EXHIBIT 10-H2 COST PROPOSAL | SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant

Geocon Consultants, Inc.

☐ Prime Consultant

☒ Subconsultant

☐ 2nd Tier Subconsultant

Project No.

Contract No.

Participation Amount \$

Date

08/08/2018

For Combined Rate										
Fringe Benefit %	36.50%	+	Overhead %	78.00%	+	General Administration %	69.52%	=	Combined ICR %	184.02%
OR										
For Home Office Rate										
Fringe Benefit %		+	Overhead %		+	General Administration %		=	Home Office ICR %	0.00%
For Field Office Rate										
Fringe Benefit %		+	Overhead %		+	General Administration %		=	Field Office ICR %	0.00%

FEE % =

10.0%

Escalation % =

3.0%

BILLING INFORMATION				CALCULATION INFORMATION						
Name/Job Title/Classification ¹		Hourly Billing Rates ³			Effective date of hourly rate		Actual or Avg. hourly rate ⁴	% or \$ increase	Hourly range - for classifications only	
*Zorne, Brake Principal Engineer (exempt) (non-prevailing wage)		\$ 187.45	\$ 187.45	\$ 187.45	10/01/2018	06/30/2019	\$ 60.00		Not Applicable	
		\$ 193.08	\$ 193.08	\$ 193.08	07/01/2019	06/30/2020	\$ 61.80	3.0%		
		\$ 198.86	\$ 198.86	\$ 198.86	07/01/2020	06/30/2021	\$ 63.65	3.0%		
		\$ 204.82	\$ 204.82	\$ 204.82	07/01/2021	06/30/2022	\$ 65.56	3.0%		
		\$ 210.98	\$ 210.98	\$ 210.98	07/01/2022	06/30/2023	\$ 67.53	3.0%		
*Loutzenhiser, Staff Senior Engineer (non-exempt) (non-prevailing wage)		\$ 159.34	\$ 239.00	\$ 318.67	10/01/2018	06/30/2019	\$ 51.00		Not Applicable	
		\$ 164.12	\$ 246.17	\$ 328.23	07/01/2019	06/30/2020	\$ 52.53	3.0%		
		\$ 169.05	\$ 253.58	\$ 338.10	07/01/2020	06/30/2021	\$ 54.11	3.0%		
		\$ 174.11	\$ 261.17	\$ 348.23	07/01/2021	06/30/2022	\$ 55.73	3.0%		
		\$ 179.33	\$ 269.00	\$ 358.66	07/01/2022	06/30/2023	\$ 57.40	3.0%		
*Church, Dixon, Pfeiffer, Staff Project Engineer (non-exempt) (non-prevailing wage)		\$ 115.60	\$ 173.39	\$ 231.19	10/01/2018	06/30/2019	\$ 37.00		Not Applicable	
		\$ 119.06	\$ 178.60	\$ 238.13	07/01/2019	06/30/2020	\$ 38.11	3.0%		
		\$ 122.63	\$ 183.94	\$ 245.25	07/01/2020	06/30/2021	\$ 39.25	3.0%		
		\$ 126.31	\$ 189.47	\$ 252.62	07/01/2021	06/30/2022	\$ 40.43	3.0%		
		\$ 130.09	\$ 195.14	\$ 260.19	07/01/2022	06/30/2023	\$ 41.64	3.0%		
Repking Laboratory Manager (non-exempt) (non-prevailing wage)		\$ 109.35	\$ 164.02	\$ 218.70	10/01/2018	06/30/2019	\$ 35.00		Not Applicable	
		\$ 112.63	\$ 168.94	\$ 225.26	07/01/2019	06/30/2020	\$ 36.05	3.0%		
		\$ 116.00	\$ 174.00	\$ 232.00	07/01/2020	06/30/2021	\$ 37.13	3.0%		
		\$ 119.47	\$ 179.21	\$ 238.94	07/01/2021	06/30/2022	\$ 38.24	3.0%		
		\$ 123.06	\$ 184.59	\$ 246.13	07/01/2022	06/30/2023	\$ 39.39	3.0%		
Fernandez, Guardado, Kanaan, Hendersen, Staff Staff Engineer (non-exempt) (non-prevailing wage)		\$ 81.23	\$ 121.84	\$ 162.46	10/01/2018	06/30/2019	\$ 26.00		Not Applicable	
		\$ 83.67	\$ 125.50	\$ 167.33	07/01/2019	06/30/2020	\$ 26.78	3.0%		
		\$ 86.17	\$ 129.25	\$ 172.33	07/01/2020	06/30/2021	\$ 27.58	3.0%		
		\$ 88.76	\$ 133.14	\$ 177.52	07/01/2021	06/30/2022	\$ 28.41	3.0%		
		\$ 91.41	\$ 137.12	\$ 182.83	07/01/2022	06/30/2023	\$ 29.26	3.0%		

AGENDA ITEM 13.2

3: Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.

The cost proposal format shall not be amended.

Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.

For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

CITY OF RANCHO CORDOVA | PRE-QUALIFIED LIST OF CONSULTANTS FOR CONSTRUCTION MANAGEMENT SERVICES

EXHIBIT B

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant Geocon Consultants, Inc. Project No. _____ Contract No. _____ Date 08/08/2018

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ³			Effective date of hourly rate		Actual or Avg. hourly rate ⁴	% or \$ increase	Hourly range - for classifications only
**Baumbach, Staff Materials Tester - Group 2 (non-exempt) (prevailing wage)	\$ 134.40	\$ 201.61	\$ 268.81	10/01/2018	06/30/2019	\$ 43.02		Not Applicable
	\$ 138.43	\$ 207.65	\$ 276.87	07/01/2019	06/30/2020	\$ 44.31	3.0%	
	\$ 142.59	\$ 213.88	\$ 285.18	07/01/2020	06/30/2021	\$ 45.64	3.0%	
	\$ 146.87	\$ 220.30	\$ 293.74	07/01/2021	06/30/2022	\$ 47.01	3.0%	
	\$ 151.27	\$ 226.91	\$ 302.55	07/01/2022	06/30/2023	\$ 48.42	3.0%	
**Dail, Albus, Leisure, Taber, Staff Materials Tester - Group 3 (non-exempt) (prevailing wage)	\$ 115.22	\$ 172.83	\$ 230.44	10/01/2018	06/30/2019	\$ 36.88		Not Applicable
	\$ 118.69	\$ 178.03	\$ 237.38	07/01/2019	06/30/2020	\$ 37.99	3.0%	
	\$ 122.25	\$ 183.38	\$ 244.50	07/01/2020	06/30/2021	\$ 39.13	3.0%	
	\$ 125.91	\$ 188.86	\$ 251.81	07/01/2021	06/30/2022	\$ 40.30	3.0%	
	\$ 129.69	\$ 194.53	\$ 259.37	07/01/2022	06/30/2023	\$ 41.51	3.0%	
**Englund, Staff Materials Tester - Group 4 (non-exempt) (prevailing wage)	\$ 98.88	\$ 148.32	\$ 197.76	10/01/2018	06/30/2019	\$ 31.65		Not Applicable
	\$ 101.85	\$ 152.77	\$ 203.70	07/01/2019	06/30/2020	\$ 32.60	3.0%	
	\$ 104.91	\$ 157.37	\$ 209.82	07/01/2020	06/30/2021	\$ 33.58	3.0%	
	\$ 108.07	\$ 162.10	\$ 216.13	07/01/2021	06/30/2022	\$ 34.59	3.0%	
	\$ 111.32	\$ 166.97	\$ 222.63	07/01/2022	06/30/2023	\$ 35.63	3.0%	
Hoover, Staff Laboratory Technician (non-exempt) (non-prevailing wage)	\$ 46.86	\$ 70.29	\$ 93.73	10/01/2018	06/30/2019	\$ 15.00		Not Applicable
	\$ 48.27	\$ 72.40	\$ 96.54	07/01/2019	06/30/2020	\$ 15.45	3.0%	
	\$ 49.71	\$ 74.56	\$ 99.41	07/01/2020	06/30/2021	\$ 15.91	3.0%	
	\$ 51.21	\$ 76.81	\$ 102.41	07/01/2021	06/30/2022	\$ 16.39	3.0%	
	\$ 52.74	\$ 79.11	\$ 105.47	07/01/2022	06/30/2023	\$ 16.88	3.0%	
Boeschen, Staff Word Processing (non-exempt) (non-prevailing wage)	\$ 79.67	\$ 119.50	\$ 159.34	10/01/2018	06/30/2019	\$ 25.50		Not Applicable
	\$ 82.07	\$ 123.11	\$ 164.15	07/01/2019	06/30/2020	\$ 26.27	3.0%	
	\$ 84.54	\$ 126.81	\$ 169.08	07/01/2020	06/30/2021	\$ 27.06	3.0%	
	\$ 87.07	\$ 130.61	\$ 174.14	07/01/2021	06/30/2022	\$ 27.87	3.0%	
	\$ 89.70	\$ 134.54	\$ 179.39	07/01/2022	06/30/2023	\$ 28.71	3.0%	

NOTES:

- Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended.
- Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.
- For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

EXHIBIT 10-H2 COST PROPOSAL | CITY OF RANCHO CORDOVA | PRE-QUALIFIED LIST OF FOR CONSTRUCTION MANAGEMENT

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

7. Generally Accepted Accounting Principles (GAAP)
8. Terms and conditions of the contract
9. [Title 23 United States Code Section 112](#) - Letting of Contracts
10. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
11. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
12. [48 Code of Federal Regulations Part 9904](#) - Cost Accounting Standards Board (when applicable)

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

Prime Consultant or Subconsultant Certifying:

Name:	Jeremy Zorne, PE, GE	Title *:	Vice President Senior Engineer
Signature:		Date of Certification (mm/dd/yyyy):	8/8/2018
Email:	zorne@geoconinc.com	Phone Number:	916.852.9118
Address:	3160 Gold Valley Drive, Suite 800, Rancho Cordova, CA 95742		

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

List services the consultant is providing under the proposed contract:

Materials testing and special inspection



2018 SCHEDULE OF FEES

PROFESSIONAL SERVICES

Engineering Assistant/Laboratory Technician	\$80/hr.
Engineering Field Technician/Special Inspector I	75/\$100(PW)*hr.
Engineering Field Technician/Special Inspector II	85/110(PW)*hr.
Engineering Field Technician/Special Inspector III	95/120 (PW)*hr.
Word Processor/Technical Editor	75/hr.
Engineering/Research Assistant/Technical Illustrator.....	90/hr.
Project Coordinator/GIS Specialist.....	95/hr.
Staff Engineer/Geologist.....	110/hr.
Senior Staff Engineer/Geologist	120/hr.
Project Engineer/Geologist	130/hr.
Senior Project Engineer/Geologist.....	140/hr.
Senior Engineer/Geologist/Geophysicist	160/hr.
Associate Engineer/Geologist.....	185/hr.
Principal Engineer/Geologist/Litigation Support.....	225/hr.
Deposition or Court Appearance.....	400/hr.
Overtime and Saturday Rate	1.5 X Regular Hourly Rate
Sunday and Holiday Rate.....	2 X Regular Hourly Rate
Minimum Professional Fee	\$500/Project
Minimum Field Services Fee (per day or call-out)	2 Hours

*Prevailing Wage (PW) per requirements of California Labor Code §720, et. Seq.

TRAVEL

Personnel	Regular Hourly Rate
Subsistence (Per Diem).....	\$150/day
Vehicle Mileage	0.75/mile

EQUIPMENT & ANALYTICAL TESTS

Nuclear Gauge	Included in Technician hourly Rate	Level D PPE/Decon Rinse Equipment	\$50/day
Pick-up Truck	\$125/day	pH/Conductivity/Temperature Meter	50/day
Equipment Truck	200/day	55-gallon drum	55/ea.
Direct-Push Rig/Operator	165/190(PW)*hr	TPHg/BTEX (EPA 8015M/8021B)	70/ea.
Direct-Push Sample Liner	10/ea.	TPHg/BTEX/MTBE (EPA 8015M/8260B)	100/ea.
Equipment Trailer.....	100/day	TPHd/TPHmo (EPA 8015M)	75/ea.
Wenner 4-Pin Earth Resistivity Meter	150/day	Fuel Oxygenate Compounds (EPA 8260B)	110/ea.
Coring Machine (concrete, asphalt, masonry).....	175/day	Volatile Organic Compounds (EPA 8260B)	150/ea.
Dynamic Cone Penetrometer	200/day	Semi-Volatile Organic Compounds (EPA 8270)	300/ea.
Dilatometer (DMT) Test Equipment.....	800/day	CAM 17 Metals (EPA 6010B)	170/ea.
Generator or Air Compressor.....	100/day	Single Metal (EPA 6010B)	20/ea.
GPS Unit.....	160/day	Pesticides (EPA 8081)	125/ea.
Drive-Tube Sampler or Hand-Auger	40/day	Soil pH (EPA 9045C).....	20/ea.
Soil Sample Tube (Brass or Stainless)	10/ea.	WET or TCLP Extraction	75/ea.
Water Level Indicator	40/day	Sample Compositing	20/composite.
Battery-Powered Pump	75/day	48-hour Turnaround Time	60% surcharge
Photo-Ionization Meter	125/day	24-hour Turnaround Time	100% surcharge

LABORATORY TESTS

COMPACTION CURVES

4-inch mold (D1557/D698)	\$175/ea.
6-inch mold (D1557/D698)	190/ea.
California Impact (CAL216).....	200/ea.
Check Point	85/ea.

SOIL AND AGGREGATE STABILITY

Resistance Value, R-Value (D2844/CAL301)	\$275/ea.
R-Value, Treated (CAL301).....	300/ea.
California Bearing Ratio (D1883)	175/pt.
Stabilization Ability of Lime (C977).....	180/ea.

SOIL AND AGGREGATE PROPERTIES

#200 Wash (D1140/C117).....	\$60/ea.	Moisture Determination, tube sample (D2216).....	\$20/ea.
Wet Sieve Analysis to #200 (D422/CAL202).....	100/ea.	Moisture Determination and Unit Weight (D2937).....	40/ea.
Hydrometer Analysis (D422).....	150/ea.	Atterberg Limits: Plasticity Index (D4318).....	175/ea.
Sieve Analysis with Hydrometer (D422).....	180/ea.	Sand Equivalent (D2419/CAL217).....	90/ea.
Specific Gravity, Soil (D854).....	70/ea.	pH and Resistivity (CAL643).....	120/ea.
Specific Gravity Coarse Aggregate (C127).....	50/ea.	Sulfate Content (CAL417).....	90/ea.
Specific Gravity Fine Aggregate (C128).....	68/ea.	Chloride Content (CAL422).....	50/ea.
Cut/Extract Shelby Tube.....	50/ea.	Organic Content (D2974).....	50/ea.

SHEAR STRENGTH

Unconfined Compression (D2166).....	\$100/ea.
Direct Shear (D3080) (3pt).....	300/ea.
Unconsolidated-Undrained Triaxial Shear (D2850).....	125/pt.
Unconsolidated-Undrained Triaxial Staged (D2850).....	175/ea.
Consolidated-Undrained Triaxial Shear (D4767).....	300/pt.
Consolidated-Undrained Triaxial Staged (D4767).....	375/ea.
Consolidated-Drained Triaxial Shear (EM1110).....	400/pt.
Consolidated-Drained Triaxial Staged (EM1110).....	500/ea.

PERMEABILITY, CONSOLIDATION AND EXPANSION

Permeability, Flexible Wall (D5084).....	\$265/ea.
Permeability, Rigid Wall (D5856).....	255/ea.
Consolidation (D2435).....	50/pt.
Expansion Index (D4829/UBC 29-2).....	175/ea.

AGGREGATE QUALITY

Sieve Analysis to #200 (C136).....	\$100/ea.
L.A. Rattler Test (500 rev.) (C131).....	185/ea.
Durability Index (D3744/CAL229).....	165/ea.
Fine Aggregate Angularity (CAL 234).....	125/ea.
Flat and Elongated Particles (D4791/CAL 235).....	150/ea.
Percent Crushed Particles (CAL205).....	150/ea.

CONCRETE / MASONRY / REINFORCING STEEL

Compressive Strength, Cast Cylinders (C39).....	\$25/ea.
Compressive Strength, Cores (C42).....	40/ea.
Flexural Strength Beam (C78/C293).....	80/ea.
Splitting Tensile Test (C496).....	69/ea.
Mix Design Review.....	200/ea.
Trial Batch.....	475/ea.
Rebar Tensile / Bend (up to #11/#11 and Larger).....	175/200/ea.
CMU Compressive Strength (C140).....	\$60/ea.
Compressive Strength, Grout (C1019/UBC 21-19).....	25/ea.
Compressive Strength, Mortar (C109/UBC 21-15,16).....	25/ea.
CMU Unit Wt., Dimen., Absorption (C140).....	60/ea.
Compressive Strength, Masonry Prism (C1314).....	115/ea.

HOT MIX ASPHALT

Density, Hveem (D2726/CAL308).....	\$100/pt.
Stabilometer Value (D1560/CAL366).....	175/ea.
Theoretical Max. Specific Gravity (D2041/CAL309).....	175/ea.
Extraction/Sieve Analysis (C136/CAL202).....	150/ea.
HMA Core Unit Weight (D1188/CAL308).....	60/ea.
% Asphalt, Ignition Method (D6307/CAL382).....	100/ea.
% Asphalt, Ignition Calibration (D6307/CAL382).....	200/ea.
% Voids (CAL 367).....	275/ea.

2X surcharge on rush turnaround for laboratory testing*TERMS AND CONDITIONS**

- Listed are typical charges for the services most frequently performed by Geocon. Prices for unlisted services as well as special quotations for programs involving volume work will be provided upon request. Laboratory test prices shown are for laboratory work only, and include reporting of routine results not calling for comments, recommendations or conclusions.
- Sampling and testing is conducted in substantial conformance with the latest applicable or designated specifications of the American Society for Testing and Materials, Caltrans, American Association of State Highway and Transportation Officials, or other pertinent agencies.
- Saturday, night work, and overtime hours are charged at time and one-half; Sundays and holidays at double time. Per diem may apply when location of work dictates.
- Equipment and materials will be billed at cost plus 15%. Outside services including subcontractors and rental of special equipment are billed at cost plus 15%. Hourly services are billed portal to portal from closest office in accordance with the stated hourly rates herein, with a minimum two-hour charge.
- Invoices will be submitted at four-week intervals. Terms of payment are met upon presentation of invoice. Invoices become delinquent thirty (30) days from invoice date and subject to one and one-half percent (1-1/2%) service charge per month, or the maximum rate allowed by law, whichever is lower. If Client objects to all or any portion of any invoice, Client will so notify Geocon in writing within fourteen (14) calendar days of the invoice date, identify the cause of disagreement, and pay that portion of the invoice not in dispute. The parties will immediately make every effort to settle the disputed portion of the invoice. Payment on delinquent invoices will first be applied to accrued interest and then to the principal amount. All time spent and expenses incurred (including any attorney's fees and costs) in connection with collection of any delinquent amount will be paid by Client to Geocon per Geocon's current fee schedule.
- Client and Geocon shall allocate certain of the risks so that, to the fullest extent permitted by law, Geocon's (the term "Geocon" includes Geocon's partners, officers, directors, employees, agents, affiliates, subcontractors and subconsultants) total aggregate liability to Client is limited to the greater of **\$2,000** or the total compensation received from Client by Geocon for services rendered on this project, for any and all of Client's injuries, damages, claims, losses, expenses, or claim expenses arising out of this Agreement from any cause or causes, including attorneys' fees and costs which may be awarded to the prevailing party, and Client agrees to indemnify and hold harmless Geocon from and against all liabilities in excess of the monetary limit established above.
 Client and Geocon shall allocate certain of the other risks so that, to the fullest extent permitted by law, Client shall limit Geocon's total aggregate liability to all third parties, including contractors, subcontractors of all tiers, materialmen, and others involved in Client's project, as well as persons and other entities not involved in the project, to the greater of **\$4,000** or the total compensation received from Client by Geocon for services rendered on this project, for any and all injuries, damages, cause or causes, including attorneys' fees and costs which may be awarded to the prevailing party, and Client agrees to indemnify and hold harmless Geocon from and against all liabilities in excess of the monetary limit established above, including all liability incurred by Geocon for acts, errors, or omissions, pursuant to entering into agreements with third parties on behalf of Client in order to obtain access or entry onto property not owned by Client. Client agrees to notify all contractors and subcontractors of any limitation of Geocon's liability to them, and require them to abide by such limitation for damages suffered by any contractor or subcontractor arising from Geocon's actions or inactions. Neither the contractor nor any subcontractor assumes any liability for damages to others which may arise on account of Geocon's actions or inactions.

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant or Subconsultant:

Contract Administrative Services, Inc.

Federal Nos.:

Contract No.:

Date:

08/08/2018

Fringe Benefit %

0.0000%

+

Overhead %

127.0000%

+

General Administration %

0.0000%

=

Combined Indirect Cost Rate (ICR) %

127.0000%

FEE % =

10.0%

Escalation % =

3.0%

BILLING INFORMATION				CALCULATION INFORMATION				
Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective date of hourly rate		Actual or Avg. hourly rate ³	% or \$ increase	Hourly range - for classifications only
	Straight	OT (1.5x)	OT (2x)	From	To			
Madeleine Salaber	\$ 124.85	\$ 124.85	\$ 124.85	07/17/2018	06/30/2019	\$ 50.00		Not Applicable
Principal / Labor Compliance Manager	\$ 128.60	\$ 128.60	\$ 128.60	07/01/2019	06/30/2020	\$ 51.50	3.0%	
Exempt Non-Prevailing Wage	\$ 132.45	\$ 132.45	\$ 132.45	07/01/2020	06/30/2021	\$ 53.05	3.0%	
	\$ -	\$ -	\$ -	07/17/2018	06/30/2019	\$ -		Not Applicable
	\$ -	\$ -	\$ -	07/01/2019	06/30/2020	\$ -	3.0%	
	\$ -	\$ -	\$ -	07/01/2020	06/30/2021	\$ -	3.0%	
	\$ -	\$ -	\$ -	07/17/2018	06/30/2019	\$ -		Not Applicable
	\$ -	\$ -	\$ -	07/01/2019	06/30/2020	\$ -	3.0%	
	\$ -	\$ -	\$ -	07/01/2020	06/30/2021	\$ -	3.0%	
DAY	\$ -	\$ -	\$ -	07/17/2018	06/30/2019	\$ -		Not Applicable
	\$ -	\$ -	\$ -	07/01/2019	06/30/2020	\$ -	3.0%	
	\$ -	\$ -	\$ -	07/01/2020	06/30/2021	\$ -	3.0%	
NIGHT	\$ -	\$ -	\$ -	07/17/2018	06/30/2019	\$ -		Not Applicable
	\$ -	\$ -	\$ -	07/01/2019	06/30/2020	\$ -	3.0%	
	\$ -	\$ -	\$ -	07/01/2020	06/30/2021	\$ -	3.0%	

- 1) Names and classifications of consultant (key staff) team members must be listed. Provide separate sheets for prime and all subconsultant firms.
- 2) Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Agreed upon billing rates are not adjustable for the term of the contract.
- 3) For named employees enter the actual hourly rate. For classifications only, enter the average hourly rate for that classification.

- NOTES:
- Denote all employees subject to prevailing wage with an asterisks (*)
 - For "Other Direct Cost" listing, see page 2 of this Exhibit

NOTES:

1. Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended.
3. Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.
4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

EXHIBIT 10-H2 COST PROPOSAL Page 2 of 3
 SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
 (CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

 Consultant Contract Administrative Services, Inc. ☐ Prime Consultant ☒ Subconsultant

 Project No. _____ Contract No. _____ Date 8/14/18

SCHEDULE OF OTHER DIRECT COST ITEMS (Add additional pages as necessary)				
Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs			\$	\$ <u>N/A</u>
Equipment Rental and Supplies			\$	\$
Permit Fees			\$	\$
Plan Sheets			\$	\$
Test			\$	\$
Vehicle			\$	\$
Subconsultant 1:				\$
Subconsultant 2:				\$
Subconsultant 3:				\$
Subconsultant 4:				\$
Subconsultant 5:				\$

Note: Add additional pages if necessary.

NOTES:

1. List other direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentation.
2. Proposed ODC items should be consistently billed regardless of client and contract type.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
6. Travel related costs should be pre-approved by the contracting agency and shall not exceed current State Department of Personnel Administration rules.

EXHIBIT 10-H2 COST PROPOSAL Page 3 of 3

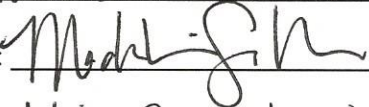
Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

7. Generally Accepted Accounting Principles (GAAP)
8. Terms and conditions of the contract
9. Title 23 United States Code Section 112 - Letting of Contracts
10. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
11. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
12. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

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

Prime Consultant or Subconsultant Certifying:

Name: Madeleine Salaber Title *: President
Signature:  Date of Certification (mm/dd/yyyy): 08/14/2018
Email: madeleine@conadservices.com Phone Number: (707) 761-2003
Address: 180 South First St. Ste. 10 Dixon, CA 95620

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

List services the consultant is providing under the proposed contract:

Labor compliance services.
Construction administration support.

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

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

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

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

Indirect Cost Rate:

Combined Rate 123.63 % OR

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

Facilities Capital Cost of Money _____ % (if applicable)

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

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

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

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

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

Financial Management System:

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

Our financial management system has the following attributes:

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

Local Assistance Procedures Manual

Exhibit 10-K

Consultant Annual Certification of Indirect Costs and Financial Management System

accounts;

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

Cost Reimbursements on Contracts:

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

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

All A&E Contract Information:

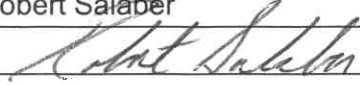
- Total participation amount \$ \$7.0 million on all State and FAHP contracts for Architectural & Engineering services that the consultant received in the last three fiscal periods.
- The number of states in which the consultant does business is 1.
- Years of consultant's experience with 48 CFR Part 31 is 19.
- Audit history of the consultant's current and prior years (if applicable)

☐ Cognizant ICR Audit	☐ Local Gov't ICR Audit	☐ Caltrans ICR Audit
☒ CPA ICR Audit	☐ Federal Gov't ICR Audit	

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

Name**: Robert Salaber

Title**: President

Signature: 

Date of Certification (mm/dd/yyyy): 8/17/18

Email**: rsalaber@saiservices.com

Phone Number**: 707-249-8808

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

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

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

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

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

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

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

Indirect Cost Rate:

Combined Rate 136.88 % OR

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

Facilities Capital Cost of Money 0.04 % (if applicable)

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

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

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

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

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

Financial Management System:

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

Our financial management system has the following attributes:

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

accounts;

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

Cost Reimbursements on Contracts:

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

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

All A&E Contract Information:

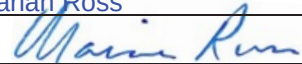
- Total participation amount \$ 104.1M on all State and FAHP contracts for Architectural & Engineering services that the consultant received in the last three fiscal periods.
- The number of states in which the consultant does business is two (2).
- Years of consultant's experience with 48 CFR Part 31 is 26.
- Audit history of the consultant's current and prior years (if applicable)

☐ Cognizant ICR Audit	☐ Local Gov't ICR Audit	☐ Caltrans ICR Audit
☒ CPA ICR Audit	☐ Federal Gov't ICR Audit	

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

Name**: Marian Ross

Title**: CFO

Signature: 

Date of Certification (mm/dd/yyyy): 08/06/2018

Email**: marian.ross@valicooper.com

Phone Number**: 510.446.8301

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

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

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

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

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

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

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

Indirect Cost Rate:

Combined Rate 184.02 % **OR**

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

Facilities Capital Cost of Money _____ % (if applicable)

Fiscal period * 12/26/16 to 12/31/17

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

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

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

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

Financial Management System:

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

Our financial management system has the following attributes:

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

accounts;

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

Cost Reimbursements on Contracts:

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

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

All A&E Contract Information:

- Total participation amount \$ 12,000,000.00 on all State and FAHP contracts for Architectural & Engineering services that the consultant received in the last three fiscal periods.
- The number of states in which the consultant does business is 1.
- Years of consultant's experience with 48 CFR Part 31 is 20.
- Audit history of the consultant's current and prior years (if applicable)

☐ Cognizant ICR Audit	☐ Local Gov't ICR Audit	☒ Caltrans ICR Audit
☒ CPA ICR Audit	☐ Federal Gov't ICR Audit	

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

Name**: Jeremy Zorne, PE, GE

Title**: Vice President | Senior Engineer

Signature: 

Date of Certification (mm/dd/yyyy): 08/15/2018

Email**: zorne@geoconinc.com

Phone Number**: 916.852.9118

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

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

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

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

Consultant's Full Legal Name: Madeleine Helene Ceceile Salaber

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

Indirect Cost Rate:

Combined Rate 1.27 % OR

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

Facilities Capital Cost of Money _____ % (if applicable)

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

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

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

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

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

Financial Management System:

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

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- Ability to accumulate and segregate allowable direct, indirect, and unallowable costs into separate cost

accounts;

- Ability to accumulate and segregate allowable direct costs by project, contract and type of cost;
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- Ability to ensure and demonstrate costs billed reconcile to general ledgers and job costing system; and
- Ability to ensure costs are in compliance with contract terms and federal and state requirement

Cost Reimbursements on Contracts:

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

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

All A&E Contract Information:

- Total participation amount \$ _____ on all State and FAHP contracts for Architectural & Engineering services that the consultant received in the last three fiscal periods.
- The number of states in which the consultant does business is 1.
- Years of consultant's experience with 48 CFR Part 31 is _____.
- Audit history of the consultant's current and prior years (if applicable)

☐ Cognizant ICR Audit	☐ Local Gov't ICR Audit	☐ Caltrans ICR Audit
☐ CPA ICR Audit	☐ Federal Gov't ICR Audit	

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

Name**: Madeleine Salaber Title**: President, Contract Administrative Services, Inc.
 Signature: [Signature] Date of Certification (mm/dd/yyyy): 08/08/2018
 Email**: madeleine@conadservices.com Phone Number**: (707) 761-2003

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

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

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 3) Copy - Caltrans Audits and Investigations

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF RANCHO CORDOVA AND
SALABER ASSOCIATES, INC.**

THIS AGREEMENT for professional services is made by and between the City of Rancho Cordova, a California municipal corporation ("City" or "LOCAL AGENCY"), and Salaber Associates, a California corporation ("Professional" or "CONSULTANT") as of December 3rd, 2018.

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, CONSULTANT shall provide to City the services described in the Scope of Services attached as Exhibit A at the time and place and in the manner specified therein. The Project Manager for the CONSULTANT is Robert LoRusso, P.E. In the event of a conflict or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

1.1 Performance Period.

- 1.1.1 This contract shall go into effect on December 3rd, 2018, contingent upon approval by LOCAL AGENCY, and CONSULTANT shall commence work after notification to proceed by LOCAL AGENCY'S Contract Administrator. The contract shall end on December 31, 2021, unless extended by contract amendment. The time provided to CONSULTANT to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as provided for in Section 8.
- 1.1.2 CONSULTANT is advised that any recommendation for contract award is not binding on LOCAL AGENCY until the contract is fully executed and approved by LOCAL AGENCY.
- 1.1.3 The period of performance for each specific project shall be in accordance with the Task Order for that project. If work on a Task Order is in progress on the expiration date of this contract, the terms of the contract shall be extended by contract amendment

- 1.2 Standard of Performance.** Professional 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 which Professional is engaged in the geographical area in which Professional practices its profession. Professional shall prepare all work products required by this Agreement in a substantial, first-class manner and shall conform to the standards of quality normally observed by a person practicing in Professional's profession.

- 1.3 Assignment of Personnel.** Professional 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 reassignment of any such persons, Professional shall, immediately upon receiving notice from City of such desire of

Last Revised October 2018

City, reassign such person or persons. There shall be no change in Professional's Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this contract, without prior written approval by City's Contract Administrator.

- 1.4 Time.** Professional shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.2 above and to satisfy Professional's obligations hereunder.

1.5 Consultant's Reports or Meetings.

1.5.1 Reserved.

1.5.2 If this Agreement does require "on call" consulting services:

- a. CONSULTANT shall submit progress reports on each specific project in accordance with the Task Order. These reports shall be submitted at least once a month. The report should be sufficiently detailed for LOCAL AGENCY's Contract Administrator or Project Coordinator to determine if CONSULTANT is performing to expectations, is on schedule, to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.
- b. CONSULTANT's Project Manager shall meet with LOCAL AGENCY's Contract Administrator or Project Coordinator, as needed, to discuss progress on the project(s).

- 1.6 Inspection of Work.** CONSULTANT and any sub-consultant shall permit LOCAL AGENCY, the state (and the FHWA if federal participating funds are used in this contract) to review and inspect the project activities and files at all reasonable times during the performance period of this contract including review and inspection on a daily basis.

Section 2. COMPENSATION. City hereby agrees to pay Professional a sum not to exceed Nine Hundred Fifty Thousand Dollars, (\$950,000.00), notwithstanding any contrary indications that may be contained in CONSULTANT's cost proposal dated August 17, 2018 for services to be performed and reimbursable costs incurred under this Agreement. The approved CONSULTANT's Cost Proposal is attached hereto (Exhibit B) and incorporated by reference. In the event of a conflict between this Agreement and Professional's Cost Proposal, attached as Exhibit B, regarding the amount of compensation, this Agreement shall prevail. City shall pay Professional for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The consideration to be paid to Professional as provided herein, shall be in compensation for all of Professional's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided. Professional shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City, Professional shall not bill City for duplicate services performed by more than one person.

Last Revised October 2018

Professional and City acknowledge and agree that compensation paid by City to Professional under this Agreement is based upon Professional's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Professional. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Professional and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

2.1 Invoices. Professional shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:

- § Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- § The beginning and ending dates of the billing period;
- § A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- § At City's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;
- § The total number of hours of work performed under the Agreement by Professional and each employee, agent, and subcontractor of Professional performing services hereunder, as well as a separate notice when the total number of hours of work by Professional and any individual employee, agent, or subcontractor of Professional reaches or exceeds 800 hours, which shall include an estimate of the time necessary to complete the work described in Exhibit A;
- § The Professional's signature.

2.2 Monthly Payment. City shall make monthly payments, based on invoices received for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Professional.

2.3 Item Intentionally Omitted.

2.4 Total Payment. City shall pay for the services to be rendered by Professional pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Professional in rendering services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement.

In no event shall Professional submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement,

Last Revised October 2018

unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment.

- 2.5 Hourly Fees.** Fees for work performed by Professional on an hourly basis shall not exceed the amounts shown on the fee schedule set forth in Exhibit B.
- 2.6 Reimbursable Expenses.** Reimbursable expenses, if any, are set forth in Exhibit B. Expenses not listed in Exhibit B are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.
- 2.7 Payment of Taxes.** Professional is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.
- 2.8 Payment upon Termination.** In the event that the City or Professional terminates this Agreement pursuant to Section 8, the City shall compensate the Professional for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Professional shall maintain adequate logs and timesheets in order to verify costs incurred to that date.
- 2.9 Authorization to Perform Services.** The Professional is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.
- 2.10 State Prevailing Wage Rates.** For contracts where a portion of the proposed work to be performed are crafts affected by state labor laws: (For more information see Chapter 10.1 of the Caltrans Local Assistance Procedures Manual.)
- 2.10.1** CONSULTANT shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.
- 2.10.2** Any subcontract entered into as a result of this contract, if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article unless the awarding agency has an approved labor compliance program by Director of Industrial Relations.
- 2.10.3** When prevailing wages apply to the services described in the scope of work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.

Last Revised October 2018

- 2.11 Retention of Funds.** Any subcontract entered into as a result of this Contract shall contain all of the provisions of this section.

No retainage will be withheld by the Agency from progress payments due the prime consultant. Retainage by the prime consultant or sub-consultants is prohibited, and no retainage will be held by the prime consultant from progress due sub-consultants. Any violation of this provision shall subject the violating prime consultant or sub-consultants to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime consultant or sub-consultant in the event of a dispute involving late payment or nonpayment by the prime consultant or deficient sub-consultant performance, or noncompliance by a sub-consultant. This provision applies to both DBE and non-DBE prime consultants and sub-consultants.

2.12 Federal Funding Provisions related to Allowable Costs and Payments

- 2.12.1** CONSULTANT will be reimbursed for hours worked at the hourly rates specified in CONSULTANTs Cost Proposal provided as Exhibit B. The specified hourly rates shall include direct salary costs, employee benefits, overhead, and fee. These rates are not adjustable for the performance period set forth in this Contract.
- 2.12.2** In addition, CONSULTANT will be reimbursed for incurred (actual) direct costs other than salary costs that are in the cost proposal and identified in the cost proposal and in the executed Task Order.
- 2.12.3** Specific projects will be assigned to CONSULTANT through issuance of Task Orders.
- 2.12.4** After a project to be performed under this contract is identified by LOCAL AGENCY, LOCAL AGENCY will prepare a draft Task Order; less the cost estimate. A draft Task Order will identify the scope of services, expected results, project deliverables, period of performance, project schedule and will designate a LOCAL AGENCY Project Coordinator. The draft Task Order will be delivered to CONSULTANT for review. CONSULTANT shall return the draft Task Order within ten (10) calendar days along with a Cost Estimate, including a written estimate of the number of hours and hourly rates per staff person, any anticipated reimbursable expenses, overhead, fee if any, and total dollar amount. After agreement has been reached on the negotiable items and total cost; the finalized Task Order shall be signed by both LOCAL AGENCY and CONSULTANT.

FEDERAL

ATTACHMENT 3
CONTRACT NO.: 181-2018

- 2.12.5** Task Orders may be negotiated for a lump sum (Firm Fixed Price) or for specific rates of compensation, both of which must be based on the labor and other rates set forth in CONSULTANT's Cost Proposal.
- 2.12.6** Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the approved Cost Proposal.
- 2.12.7** When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such estimate.
- 2.12.8** Progress payments for each Task Order will be made monthly in arrears based on services provided and actual costs incurred.
- 2.12.9** CONSULTANT shall not commence performance of work or services until this contract has been approved by LOCAL AGENCY, and notification to proceed has been issued by LOCAL AGENCY'S Contract Administrator. No payment will be made prior to approval or for any work performed prior to approval of this contract.
- 2.12.10** A Task Order is of no force or effect until returned to LOCAL AGENCY and signed by an authorized representative of LOCAL AGENCY. No expenditures are authorized on a project and work shall not commence until a Task Order for that project has been executed by LOCAL AGENCY.
- 2.12.11** CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit upon receipt by LOCAL AGENCY'S Contract Administrator of itemized invoices in triplicate. Separate invoices itemizing all costs are required for all work performed under each Task Order. Invoices shall be submitted no later than 45 calendar days after the performance of work for which CONSULTANT is billing, or upon completion of the Task Order. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number, project title and Task Order number. Credits due LOCAL AGENCY that include any equipment purchased under the provisions of Section 11.7 "Equipment Purchase" of this contract, must be reimbursed by CONSULTANT prior to the expiration or termination of this contract. Invoices shall be mailed to LOCAL AGENCY's Contract Administrator at the following address:

Mr. Edgar Medina, P.E., Contract Administrator
City of Rancho Cordova
Department of Public Works
2729 Prospect Park Drive
Rancho Cordova, CA 95670

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- 2.12.12** The period of performance for Task Orders shall be in accordance with dates specified in the Task Order. No Task Order will be written which extends beyond the expiration date of this Contract.
- 2.12.13** The total amount payable by LOCAL AGENCY for an individual Task Order shall not exceed the amount agreed to in the Task Order, unless authorized by contract amendment.
- 2.12.14** If the Consultant fails to satisfactorily complete a deliverable according to the schedule set forth in a Task Order, no payment will be made until the deliverable has been satisfactorily completed.
- 2.12.15** Task Orders may not be used to amend this Agreement and may not exceed the scope of work under this Agreement.
- 2.12.16** The total amount payable by LOCAL AGENCY for all Task Orders resulting from this contract shall not exceed Nine Hundred Fifty Thousand Dollars, No Cents (\$950,000.00). It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under this contract through Task Orders.
- 2.12.17** All subcontracts shall contain these provisions.

Section 3. FACILITIES AND EQUIPMENT. Except as set forth herein, Professional shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. City shall make available to Professional only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

City shall furnish physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Professional's use while consulting with City employees and reviewing records and the information in possession of the City. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of City. In no event shall City be obligated to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

Section 4. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, Professional, at its own cost and expense, shall procure "occurrence coverage" insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Professional and its agents, representatives, employees, and subcontractors. Professional shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects to the City. Professional shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Professional's bid. Professional shall not allow any subcontractor to commence work on any subcontract until Professional has obtained all insurance required herein for the

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subcontractor(s) and provided evidence thereof to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution. Professional shall maintain all required insurance listed herein for the duration of this Agreement.

- 4.1 Workers' Compensation.** Professional shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Professional. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) per accident. In the alternative, Professional may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the Labor Code shall be solely in the discretion of the Contract Administrator. The insurer, if insurance is provided, or the Professional, if a program of self-insurance is provided, shall waive all rights of subrogation against the City and its officers, officials, employees, and volunteers for loss arising from work performed under this Agreement.

An endorsement shall state that coverage shall not be canceled except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City. Professional shall notify City within fourteen (14) days of notification from Professional's insurer if such coverage is suspended, voided or reduced in coverage or in limits.

The requirement to maintain Statutory Worker's Compensation and Employer's Liability Insurance may be waived by the City upon written verification that Professional does not have any employees.

4.2 Commercial General and Automobile Liability Insurance.

- 4.2.1 General requirements.** Professional, at its own cost and expense, shall maintain commercial general liability insurance for the term of this Agreement in an amount not less than TWO MILLION DOLLARS (\$2,000,000.00) and automobile liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00). The commercial general liability and automobile liability insurance shall be per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a commercial general liability insurance or an automobile liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

4.2.2 Minimum scope of coverage. Commercial general liability coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an "occurrence" basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (most recent edition), Code 1 (any auto). No endorsement shall be attached limiting the coverage.

4.2.3 Additional requirements. Each of the following shall be included in the insurance coverage or added as an endorsement to the policy:

- a. City and its officers, employees, agents, and volunteers shall be covered as additional insureds with respect to each of the following: liability arising out of activities performed by or on behalf of Professional, including the insured's general supervision of Professional; products and completed operations of Professional; premises owned, occupied, or used by Professional; and automobiles owned, leased, or used by the Professional. The coverage shall contain no special limitations on the scope of protection afforded to City or its officers, employees, agents, or volunteers.
- b. The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
- c. An endorsement must state that coverage is primary insurance with respect to the City and its officers, officials, employees and volunteers, and that no insurance or self-insurance maintained by the City shall be called upon to contribute to a loss under the coverage.
- d. Any failure of Professional to comply with reporting provisions of the policy shall not affect coverage provided to City and its officers, employees, agents, and volunteers.
- e. An endorsement shall state that coverage shall not be canceled except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City. Professional shall notify City within fourteen (14) days of notification from Professional's insurer if such coverage is suspended, voided or reduced in coverage or in limits.
- f. CONSULTANT agrees that the bodily injury liability insurance herein provided for, shall be in effect at all times during the term of this contract. In the event said insurance coverage expires at any time or times during the term of this contract, CONSULTANT agrees to provide at least thirty

(30) days prior notice to said expiration date; and a new Certificate of Insurance evidencing insurance coverage as provided for herein, for not less than either the remainder of the term of the contract, or for a period of not less than one (1) year. New Certificates of Insurance are subject to the approval of LOCAL AGENCY. In the event CONSULTANT fails to keep in effect at all times insurance coverage as herein provided, LOCAL AGENCY may, in addition to any other remedies it may have, terminate this contract upon occurrence of such event.

- g. That LOCAL AGENCY will not be responsible for any premiums or assessments on the policy.

4.3 Professional Liability Insurance. Professional, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than TWO MILLION DOLLARS (\$2,000,000) covering the licensed professionals' errors and omissions.

4.3.1 Any deductible or self-insured retention shall not exceed \$150,000 per claim.

4.3.2 An endorsement shall state that coverage shall not be suspended, voided, canceled by either party, or 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.

4.3.3 The following provisions shall apply if the professional liability coverages are written on a claims-made form:

- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
- b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
- c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Professional must provide extended reporting coverage for a minimum of five (5) years after completion of the Agreement or the work. The City shall have the right to exercise, at the Professional's sole cost and expense, any extended reporting provisions of the policy, if the Professional cancels or does not renew the coverage.

- d. A copy of the claim reporting requirements must be submitted to the City prior to the commencement of any work under this Agreement.

4.4 All Policies Requirements.

- 4.4.1 Acceptability of insurers.** All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.
- 4.4.2 Verification of coverage.** Prior to beginning any work under this Agreement, Professional shall furnish City with certificates of insurance and with original endorsements effecting coverage required herein. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.
- 4.4.3 Subcontractors.** Professional shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.
- 4.4.4 Deductibles and Self-Insured Retentions.** Professional shall disclose to and obtain the approval of City for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement.
- During the period covered by this Agreement, only upon the prior express written authorization of Contract Administrator, Professional may increase such deductibles or self-insured retentions with respect to City, its officers, employees, agents, and volunteers. The Contract Administrator may condition approval of an increase in deductible or self-insured retention levels with a requirement that Professional procure a bond, guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.
- 4.4.5 Waiver of Subrogation.** Professional hereby agrees to waive subrogation which any insurer or contractor may require from vendor by virtue of the payment of any loss. Professional agrees to obtain any endorsements that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the entity for all work performed by the Professional, its employees, agents, and subcontractors.
- 4.4.6 Notice of Reduction in Coverage.** In the event that any coverage required by this section is reduced, limited, or materially affected in any other manner, Professional shall provide written notice to City at Professional's earliest possible

opportunity and in no case later than five (5) days after Professional is notified of the change in coverage.

4.4.7 City shall not be responsible for any premiums or assessments on any insurance policies required under this Agreement.

4.5 **Remedies.** In addition to any other remedies City may have if Professional fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Professional's breach:

- § Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- § Order Professional to stop work under this Agreement or withhold any payment that becomes due to Professional hereunder, or both stop work and withhold any payment, until Professional demonstrates compliance with the requirements hereof; and/or
- § Terminate this Agreement.

Section 5. INDEMNIFICATION AND PROFESSIONAL'S RESPONSIBILITIES.

5.1 **General Requirement.** Professional shall indemnify, defend with counsel selected by the City, and hold harmless the City and its officials, officers, employees, agents, and volunteers from and against any and all losses, liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct or negligent acts or omissions of Professional or its employees, subcontractors, or agents, by acts for which they could be held strictly liable, or by the quality or character of their work. The foregoing obligation of Professional shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises wholly from the negligence or willful misconduct of the City or its officers, employees, agents, or volunteers and (2) the actions of Professional or its employees, subcontractor, or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law. It is understood that the duty of Professional to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Professional from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Professional acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

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- 5.2 PERS Indemnification.** In the event that Professional or any employee, agent, or subcontractor of Professional providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, Professional shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Professional or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.
- 5.3 Design Professionals.** Notwithstanding Sections 5.1 and 5.2, to the extent that the services under this Agreement include design professional services subject to California Civil Code Section 2782.8, as may be amended from time to time, Professional's duty to indemnify shall only be to the maximum extent permitted by California Civil Code Section 2782.8.

Section 6. STATUS OF PROFESSIONAL.

- 6.1 Independent Contractor.** At all times during the term of this Agreement, Professional shall be an independent contractor as defined in Labor Code Section 3353, and shall not be an employee of City. Nothing contained in this Agreement shall be construed to be inconsistent with the foregoing relationship or status. City shall have the right to control Professional only insofar as the results of Professional's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise City shall not have the right to control the means by which Professional accomplishes services rendered pursuant to this Agreement. Professional shall have no power or authority by this Agreement to bind the City in any respect. All employees and agents hired or retained by Professional are employees and agents of Professional and not of the City. The City shall not be obligated in any way to pay any wage claims or other claims made against Professional by any such employees or agents, or any other person resulting from performance of this Agreement.

Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Professional and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits. Professional shall not allow any employee to become eligible for a claim for PERS benefits.

- 6.2 Professional Not an Agent.** Except as City may specify in writing, Professional shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever

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as an agent. Professional shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

Section 7. LEGAL REQUIREMENTS.

- 7.1 Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 Compliance with Applicable Laws.** Professional and any subcontractors shall comply with all laws and regulations applicable to the performance of the work hereunder, including but not limited to, the California Building Code, the Americans with Disabilities Act, the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code Section 1770 and following, and any copyright, patent or trademark law. Professional's failure to comply with any law(s) or regulation(s) applicable to the performance of the work hereunder shall constitute a breach of contract.
- 7.3 Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Professional and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.
- 7.4 Licenses and Permits.** Professional represents and warrants to City that Professional and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Professional represents and warrants to City that Professional and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Professional and any subcontractors shall obtain and maintain valid Business Licenses from City during the term of this Agreement.
- 7.5 Nondiscrimination and Equal Opportunity/ Statement of Compliance.**
- 7.5.1** Professional's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that Professional has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.
- 7.5.2** During the performance of this Contract, Professional and its sub-professionals shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial

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of family care leave. Professional and sub-professionals shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Professional and sub-professionals shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Professional and its sub-professionals shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

7.5.3 Professional shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement.

7.6 Safety

7.6.1 Professional shall comply with OSHA regulations applicable to Professional regarding necessary safety equipment or procedures. Professional shall comply with safety instructions issued by City Safety Officer and other City representatives. Professional personnel shall wear hard hats and safety vests at all times while working on the construction project site.

7.6.2 Pursuant to the authority contained in Section 591 of the Vehicle Code, City has determined that such areas are within the limits of the project and are open to public traffic. Professional shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. Professional shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

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

7.6.4 Professional must have a Division of Occupational Safety and Health (CAL-OSHA) permit(s), as outlined in California Labor Code Sections 6500 and 6705, prior to the initiation of any practices, work, method, operation, or process related to the construction or excavation of trenches which are five feet or deeper.

Section 8. TERMINATION AND MODIFICATION

8.1 Termination. LOCAL AGENCY reserves the right to terminate this contract upon thirty (30) calendar day's written notice to CONSULTANT with the reasons for termination stated

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in the notice. LOCAL AGENCY may terminate this contract with CONSULTANT should CONSULTANT fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, LOCAL AGENCY may proceed with the work in any manner deemed proper by LOCAL AGENCY. If LOCAL AGENCY terminates this contract with CONSULTANT, LOCAL AGENCY shall pay CONSULTANT the sum due to CONSULTANT under this contract prior to termination, unless the cost of completion to LOCAL AGENCY exceeds the funds remaining in the contract. In which case the overage shall be deducted from any sum due CONSULTANT under this contract and the balance, if any, shall be paid to CONSULTANT upon demand.

Professional may cancel this Agreement upon 30 calendar days' written notice to City and shall include in such notice the reasons for cancellation.

In the event of termination, City may condition payment of any compensation upon Professional delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Professional or prepared by or for Professional or the City in connection with this Agreement.

8.2 Extension. City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Professional understands and agrees that, if City grants such an extension, City shall have no obligation to provide Professional with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Professional for any otherwise reimbursable expenses incurred during the extension period.

8.3 Amendments. The parties may amend this Agreement only by a writing signed by all the parties. Professional shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by City's Contract Administrator.

8.4 Assignment and Subcontracting.

8.4.1 Reserved.

8.4.2 Nothing contained in this contract or otherwise, shall create any contractual relation between LOCAL AGENCY and any sub-consultant(s), and no subcontract shall relieve CONSULTANT of its responsibilities and obligations hereunder. CONSULTANT agrees to be as fully responsible to LOCAL AGENCY for the acts and omissions of its sub-consultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by CONSULTANT. CONSULTANT's obligation to pay its sub-

consultant(s) is an independent obligation from LOCAL AGENCY'S obligation to make payments to the CONSULTANT.

- 8.4.3 CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this contract shall be subcontracted without written authorization by LOCAL AGENCY's Contract Administrator, except that, which is expressly identified in the approved Cost Proposal.
- 8.4.4 CONSULTANT shall pay its sub-consultants within ten (10) calendar days from receipt of each payment made to CONSULTANT by LOCAL AGENCY.
- 8.4.5 Any and all subcontracts entered into as a result of this contract shall contain all the provisions stipulated in this contract to be applicable to sub-consultants.
- 8.4.6 Any substitution of sub-consultant(s) must be approved in writing by LOCAL AGENCY's Contract Administrator prior to the start of work by the sub-consultant(s).
- 8.5 **Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Professional shall survive the termination of this Agreement.
- 8.6 **Options upon Breach by Professional.** If Professional materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, the following:
 - 8.6.1 Immediately terminate the Agreement;
 - 8.6.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Professional pursuant to this Agreement;
 - 8.6.3 Retain a different Professional to complete the work described in Exhibit A not finished by Professional; or
 - 8.6.4 Charge Professional the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Professional pursuant to Section 2 if Professional had completed the work.

Section 9. KEEPING AND STATUS OF RECORDS.

- 9.1 **Records Created as Part of Professional's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that

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Professional prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Professional hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Professional agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both parties. For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; CONSULTANT, sub-consultants, and LOCAL AGENCY shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The state, State Auditor, LOCAL AGENCY, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of CONSULTANT and it's certified public accountants (CPA) work papers that are pertinent to the contract and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. All subcontracts shall contain this provision.

- 9.2 Professional's Books and Records.** Professional shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Professional pursuant to this Agreement.
- 9.3 Inspection and Audit of Work and Records.** Any records or documents that Section 9.2 of this Agreement requires Professional to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds TEN THOUSAND DOLLARS (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of three (3) years after final payment under the Agreement. Professional and any subcontractor shall permit City, the state, and the FHWA if federal participating funds are used in this contract; to review and inspect the project activities and files at all reasonable times during the performance period of this contract including review and inspection on a daily basis.
- 9.4 Confidentiality of Data.**

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- 9.4.1** All financial, statistical, personal, technical, or other data and information relative to City's operations, which are designated confidential by City and made available to Professional in order to carry out this contract, shall be protected by Professional from unauthorized use and disclosure.
- 9.4.2** Permission to disclose information on one occasion, or public hearing held by City relating to the contract, shall not authorize Professional to further disclose such information, or disseminate the same on any other occasion.
- 9.4.3** Professional shall not comment publicly to the press or any other media regarding the contract or City's actions on the same, except to City's staff, Professional's own personnel involved in the performance of this contract, at public hearings or in response to questions from a Legislative committee.
- 9.4.4** Professional shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this contract without prior review of the contents thereof by City, and receipt of City's written permission.
- 9.4.5** Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.
- 9.4.6** All information related to the construction estimate is confidential, and shall not be disclosed by Professional to any entity other than LOCAL AGENCY.

9.5 Ownership of Data.

- 9.5.1** Upon completion of all work under this contract, ownership and title to all reports, documents, plans, specifications, and estimates produce as part of this contract will automatically be vested in City; and no further agreement will be necessary to transfer ownership to City. Professional shall furnish City all necessary copies of data needed to complete the review and approval process.
- 9.5.2** It is understood and agreed that all calculations, drawings and specifications, whether in hard copy or machine-readable form, are intended for one-time use in the construction of the project for which this contract has been entered into.
- 9.5.3** Professional is not liable for claims, liabilities, or losses arising out of, or connected with the modification, or misuse by City of the machine-readable information and data provided by Professional under this contract; further, Professional is not liable for claims, liabilities, or losses arising out of, or connected with any use by City of the project documentation on other projects for additions to this project, or for the completion of this project by others, except only such use as many be authorized in writing by Professional.

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9.5.4 Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27, Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).

9.5.5 City may permit copyrighting reports or other agreement products. If copyrights are permitted; the agreement shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

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

9.6 Audit Review Procedures.

9.6.1 Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not disposed of by agreement, shall be reviewed by LOCAL AGENCY'S Chief Financial Officer.

9.6.2 Not later than 30 days after issuance of the final audit report, CONSULTANT may request a review by LOCAL AGENCY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.

9.6.3 Neither the pendency of a dispute nor its consideration by LOCAL AGENCY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this contract.

9.6.4 If the total Compensation under this Agreement as stated in Section 2 above is greater than \$150,000, CONSULTANT and sub-consultant contracts, including cost proposals and ICR, are subject to audits or reviews such as, but not limited to, a contract audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the contract, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The contract, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by LOCAL AGENCY contract manager to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the contract by this reference if directed by LOCAL AGENCY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, state or local governments have access to CPA work papers, will be considered a breach of contract terms

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and cause for termination of the contract and disallowance of prior reimbursed costs.

9.6.5 If the total Compensation under this Agreement as stated in Section 2 above is greater than \$3,500,000, CONSULTANT Cost Proposal is subject to a CPA ICR Audit Work Paper Review by Caltrans' Audit and Investigation (Caltrans). Caltrans, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONSULTANT and approved by the LOCAL AGENCY Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the CONSULTANT to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

9.6.5.1 During a Caltrans' review of the ICR audit work papers created by the CONSULTANT's independent CPA, Caltrans will work with the CPA and/or CONSULTANT toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If Caltrans identifies significant issues during the review and is unable to issue a cognizant approval letter, LOCAL AGENCY will reimburse the CONSULTANT at a provisional ICR until a FAR compliant ICR [e.g. 48 CFR, part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials Audit Guide; and other applicable procedures and guidelines] is received and approved by A&I. Provisional rates will be as follows:

- (a) If the proposed rate is less than 150% - the provisional rate reimbursed will be 90% of the proposed rate.
- (b) If the proposed rate is between 150% and 200% - the provisional rate will be 85% of the proposed rate.
- (c) If the proposed rate is greater than 200% - the provisional rate will be 75% of the proposed rate.

9.6.5.2 If Caltrans is unable to issue a cognizant letter per paragraph 9.6.5.1 above, Caltrans may require CONSULTANT to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. Caltrans will then have up to

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six (60 months to review the CONSULTANT's and/or the independent CPA's revisions.

9.6.5.3 If the CONSULTANT fails to comply with the provisions of this Section 9.6.5, or if Caltrans is still unable to issue a cognizant approval letter after the revised independent CPA-audited ICR is submitted, overhead cost reimbursement will be limited to the provisional ICR that was established upon initial rejection of the ICR and set forth in paragraph 9.6.5.1 above for all rendered services. In this event, this provisional ICR will become the actual and final ICR for reimbursement purposes under this contract.

9.6.5.4 CONSULTANT may submit to LOCAL AGENCY final invoice only when all of the following items have occurred: (1) Caltrans approves or rejects the original or revised independent CPA-audited ICR; (2) all work under this contract has been completed to the satisfaction of LOCAL AGENCY; and, (3) Caltrans has issued its final ICR review letter. The CONSULTANT MUST SUBMIT ITS FINAL INVOICE TO local agency no later than 60 days after occurrence of the last of these items.

The provisional ICR will apply to this contract and all other contracts executed between LOCAL AGENCY and the CONSULTANT, either as a prime or sub-consultant, with the same fiscal period ICR.

Section 10 **MISCELLANEOUS PROVISIONS.**

- 10.1** **Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 10.2** **Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Sacramento or in the United States District Court for the Eastern District of California.
- 10.3** **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

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- 10.4 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.5 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.
- 10.6 Use of Recycled Products.** Professional shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.
- 10.7 Conflict of Interest.**
- 10.7.1** Professional may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Professional in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*
- 10.7.2** Professional shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*
- 10.7.3** Professional hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the City. If Professional was an employee, agent, appointee, or official of the City in the previous twelve months, Professional warrants that it did not participate in any manner in the forming of this Agreement. Professional understands that, if this Agreement is made in violation of Government Code §1090 *et seq.*, the entire Agreement is void and Professional will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Professional will be required to reimburse the City for any sums paid to the Professional. Professional understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.
- 10.7.4 Federal Funding Provisions Related to Conflict of Interest.** Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article 10.7.4.
- 10.7.4.1** CONSULTANT shall disclose any financial, business, or other relationship with LOCAL AGENCY that may have an impact upon the outcome of this contract, or any ensuing LOCAL AGENCY construction

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project. CONSULTANT shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing LOCAL AGENCY construction project, which will follow.

- 10.7.4.2** CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this contract.
- 10.7.4.3** CONSULTANT hereby certifies that neither CONSULTANT, nor any firm affiliated with CONSULTANT 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.
- 10.7.4.4** Except for sub-consultants whose services are limited to providing surveying or materials testing information, no sub-consultant 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.
- 10.7.4.5** CONSULTANT hereby certifies that neither CONSULTANT, its employees, nor any firm affiliated with CONSULTANT providing services on this project prepared the Plans, Specifications, and Estimate for any construction project included within this contract. An affiliated firm is one, which is subject to the control of the same persons through joint- ownership, or otherwise.
- 10.7.4.6** CONSULTANT further certifies that neither CONSULTANT, nor any firm affiliated with CONSULTANT, will bid on any construction subcontracts included within the construction contract. Additionally, CONSULTANT certifies that no person working under this contract is also employed by the construction contractor for any project included within this contract.
- 10.7.4.7** Except for sub-consultants whose services are limited to materials testing, no sub-consultant who is providing service on this contract shall have provided services on the design of any project included within this contract.

- 10.8 Solicitation.** Professional agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.

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- 10.9 Contract Administration.** This Agreement shall be administered by Mr. Edgar Medina, P.E., Senior Engineer ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.
- 10.10 Notices.** All notices hereunder and communications regarding interpretation of the terms of this contract and changes thereto, shall be effected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

Any written notice to Professional shall be sent to:

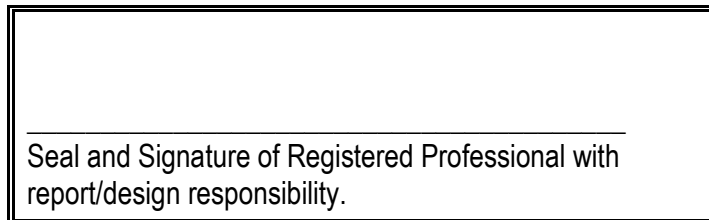
Mr. Robert Salaber, President
Salaber Associates, Inc.
11025 Trade Center Drive, Suite 120
Rancho Cordova, CA 95670

Email Address (for Insurance Update Requests): rlorusso@saiservices.com

Any written notice to City shall be sent to:

Mr. Edgar Medina, P.E., Contract Administrator
City of Rancho Cordova
Department of Public Works
2729 Prospect Park Drive
Rancho Cordova, CA 95670

- 10.11 Professional Seal.** Where applicable in the determination of the contract administrator or when required by law, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation. The stamp/seal shall be in a block entitled "Seal and Signature of Registered Professional with report/design responsibility," as in the following example.



- 10.12 Integration.** This Agreement, including the scope of work attached hereto and incorporated herein as Exhibit A, the Cost Proposal attached hereto and incorporated herein as Exhibit B, as well as Forms 10-I, 10-01, 10-02, 17-F, 10-P, 12-B, represents the

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entire and integrated agreement between City and Professional and supersedes all prior negotiations, representations, or agreements, either written or oral.

- 10.13 IRS Form W-9.** Professional shall complete and submit Internal Revenue Service Form W-9 to the City before execution of this Agreement. The City's Finance Director shall have authority to waive this requirement.

Section 11 FUNDING PROVISIONS.

11.1 Prohibition of Expending City, State, or Federal Funds for Lobbying.

11.1.1 CONSULTANT certifies to the best of his or her knowledge and belief that:

- (a) No state, federal or local agency appropriated funds have been paid, or will be paid by-or-on behalf of CONSULTANT to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

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

11.1.3 CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts,

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which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.

11.2 Statement of Compliance

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

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

11.2.3 If any federal funding is used for this project:

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

Consultant shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of Sub-consultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the Agreement covers a program whose goal is employment.

11.3 Rebates, Kickbacks or other Unlawful Consideration. CONSULTANT warrants that this contract was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any LOCAL AGENCY employee. For breach or violation of this warranty, LOCAL AGENCY shall have the right in its discretion; to terminate the contract without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

11.4 Debarment and Suspension Certification.

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

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

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

11.5 Evaluation of Professional. Professional's performance will be evaluated by City. A copy of the evaluation will be sent to Professional for comments. The evaluation together with the comments shall be retained as part of the contract record.

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11.6 National Labor Relations Board Certification. In accordance with Public Contract Code Section 10296, Professional hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against Professional within the immediately preceding two-year period, because of Professional's failure to comply with an order of a federal court that orders Professional to comply with an order of the National Labor Relations Board.

11.7 Equipment Purchase.

11.7.1 Prior authorization in writing, by LOCAL AGENCY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.

11.7.2 For purchase of any item, service or consulting work not covered in CONSULTANT's Cost Proposal and exceeding \$5,000 prior authorization by LOCAL AGENCY's Contract Administrator; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.

11.7.3 Any equipment purchased as a result of this contract is subject to the following: "CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, LOCAL AGENCY shall receive a proper refund or credit at the conclusion of the contract, or if the contract is terminated, CONSULTANT may either keep the equipment and credit LOCAL AGENCY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established LOCAL AGENCY procedures; and credit LOCAL AGENCY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by LOCAL AGENCY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by LOCAL AGENCY." 2 CFR, Part 200 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.

11.7.4 All subcontracts shall contain the above provisions.

11.8 Disputes.

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- 11.8.1** Any dispute, other than audit, concerning a question of fact arising under this contract that is not disposed of by agreement shall be decided by a committee consisting of City's Contract Administrator and Mr. Edgar Medina, Senior Engineer), who may consider written or verbal information submitted by CONSULTANT.
- 11.8.2** Not later than 30 days after completion of all work under the contract, CONSULTANT may request review by City Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.
- 11.8.3** Neither the pendency of a dispute, nor its consideration by the committee will excuse Professional from full and timely performance in accordance with the terms of this contract.

11.9 Cost Principles.

- 11.9.1** CONSULTANT agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items.
- 11.9.2** CONSULTANT also agrees to comply with federal procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- 11.9.3** Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 2 CFR, Part 200 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by CONSULTANT to LOCAL AGENCY.
- 11.9.4** All subcontracts shall contain the above provisions

11.10 Disadvantaged Business Enterprise Participation.

- 11.10.1** This contract is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". Consultants who obtain DBE participation on this contract will assist Caltrans in meeting its federally mandated statewide overall DBE goal.
- 11.10.2** The goal for DBE participation for this contract is 9%. Participation by DBE consultant or sub-consultants shall be in accordance with information contained in the Consultant Proposal DBE Commitment (Exhibit 10-O1), or in the Consultant Contract DBE Information (Exhibit 10-O2) attached hereto and incorporated as part of the Contract. If a DBE sub-consultant is unable to

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perform, CONSULTANT must make a good faith effort to replace him/her with another DBE sub-consultant, if the goal is not otherwise met.

- 11.10.3** DBEs and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of contracts financed in whole or in part with federal funds. CONSULTANT or sub-consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CONSULTANT shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT-assisted agreements. Failure by CONSULTANT to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as LOCAL AGENCY deems appropriate.
- 11.10.4** Any subcontract entered into as a result of this contract shall contain all of the provisions of this section.
- 11.10.5** A DBE firm may be terminated only with prior written approval from LOCAL AGENCY and only for the reasons specified in 49 CFR 26.53(f). Prior to requesting LOCAL AGENCY consent for the termination, CONSULTANT must meet the procedural requirements specified in 49 CFR 26.53(f).
- 11.10.6** A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a CUF, evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing, and other relevant factors.
- 11.10.7** A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
- 11.10.8** If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of the contract than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.

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- 11.10.9** CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime consultants shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- 11.10.10** Upon completion of the Contract, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprise (DBE), First-Tier Sub-consultants" CEM-2402F [Exhibit 17-F, of the LAPM], certified correct by CONSULTANT or CONSULTANT's authorized representative and shall be furnished to the Contract Administrator with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to CONSULTANT when a satisfactory "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Sub-consultants" is submitted to the Contract Administrator.
- 11.10.11** If a DBE sub-consultant is decertified during the life of the contract, the decertified sub-consultant shall notify CONSULTANT in writing with the date of decertification. If a sub-consultant becomes a certified DBE during the life of the Contract, the sub-consultant shall notify CONSULTANT in writing with the date of certification. Any changes should be reported to LOCAL AGENCY's Contract Administrator within 30 days.
- 11.11 Covenant Against Contingent Fees.** CONSULTANT warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for the consultant; to solicit or secure this contract; and that he/she has 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 formation of this Agreement. For breach or violation of this warranty, the LOCAL AGENCY shall have the right to annul this contract without liability, or at its discretion; to deduct from the contract price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
- 11.12 Funding Requirements.**
- 11.12.1** It is mutually understood between the parties that this contract may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.

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11.12.2 This contract is valid and enforceable only, if sufficient funds are made available to LOCAL AGENCY for the purpose of this contract. In addition, this contract is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or LOCAL AGENCY governing board that may affect the provisions, terms, or funding of this contract in any manner.

11.12.3 It is mutually agreed that if sufficient funds are not appropriated, this contract may be amended to reflect any reduction in funds.

11.12.4 LOCAL AGENCY has the option to void the contract under the 30-day termination clause pursuant to Article VI, or by mutual agreement to amend the contract to reflect any reduction of funds.

11.13 Claims Filed by City's Construction Contractor.

11.13.1 If claims are filed by LOCAL AGENCY's construction contractor relating to work performed by CONSULTANT's personnel, and additional information or assistance from CONSULTANT's personnel is required in order to evaluate or defend against such claims; CONSULTANT agrees to make its personnel available for consultation with LOCAL AGENCY'S construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.

11.13.2 CONSULTANT's personnel that LOCAL AGENCY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from LOCAL AGENCY. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for CONSULTANT's personnel services under this contract.

11.13.3 Services of CONSULTANT's personnel in connection with LOCAL AGENCY's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this contract in order to resolve the construction claims.

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

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IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first set forth above, which date shall be considered by the Parties to be the effective date of this Agreement. The two Parties to this contract, hereby agree that this contract constitutes the entire agreement which is made and concluded in duplicate between the parties. Both of these Parties for and in consideration of the payments to be made, conditions mentioned, and work to be performed; each agree to diligently perform in accordance with the terms and conditions of this contract as evidenced by the signatures below.

City of Rancho Cordova

Salaber Associates, Inc.

Cyrus Abhar, City Manager

Robert Salaber, President

Date: _____

Date: _____

Attest:

Stacy Leitner City Clerk

Date: _____

Approved as to Form:

Adam Lindgren, City Attorney

Date: _____

Attachments:

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Professional Services Agreement between
 City of Rancho Cordova and Salaber Associates, Inc.

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Exhibit A – Scope of Services
Exhibit B – Cost Proposal
Exhibit 10-I – Notice to Proposers DBE Information
Exhibit 10-01 – Professional's Proposal DBE Commitment
Exhibit 10-02 – Professional Contract DBE Information
Exhibit 17-F – Final Report – Utilization of DBE First Tier Subcontractors
Exhibit 10-Q – Nonlobbying Certification for Federal-Aid Contracts
Exhibit 12-B – Bidder's List of Subcontractors (DBE and Non-DBE) [*For construction contracts only*]

Last Revised October 2018

EXHIBIT A

SCOPE OF SERVICES

1.0 SCOPE OF WORK

1.1 SCOPE

The Consultant shall only perform work that is assigned in an authorized Task Order. The executed on-call contract does not guarantee that a Task Order will be issued.

The Consultant shall provide Construction Managers (hereinafter referred to as "CM"), licensed as Professional Civil Engineer Registered in the State of California, for a wide range of services including but not limited to: administration, project inspection, quality assurance, materials testing, safety, claims mitigation, document control, labor compliance, construction management and constructability review. The CM shall qualify and act as the City's Resident Engineer in accordance with state and federal requirements. The Consultant will not be responsible for the construction staking but will be required to confirm/verify correctness; construction staking will be performed by the design engineer or contractor under a separate contract. The construction manager services will encompass serving as the City's Representative to the Construction Contractor and the public with regard to activities at the construction site, interpretation of the requirements of the Construction Contract Documents, assessing the acceptability of the Contractor's work, and materials sampling and testing.

For all testing work on federal and state aided projects, the laboratory and testing personnel must be certified as required by the City of Rancho Cordova's Quality Assurance Program (QAP) Manual. The Consultant must follow all pertinent State testing requirements as required in the QAP.

All inspection, materials testing, construction management, and related activities shall be completed in accordance with the latest edition of, but not limited to, the following documents:

- Regulatory Agency Permits
- City/County Standards
- Caltrans Standard Test Methods
- Caltrans Manual of Traffic Control for Construction & Maintenance Work Zones
- Caltrans Construction Manual & Bulletins

- Manual of Uniform Traffic Control Devices & California Supplement
- City of Rancho Cordova Construction Procedures Manual
- Caltrans LAPM and LAPG
- City of Rancho Cordova QAP

1.2 PROJECT TASKS

For each specific construction project the Consultant shall be issued a Task Order.

The Task Order shall detail the tasks required, schedule, and projected costs. The costs will be based on the specified rates of compensation in the Agreement. The City shall confer with the Consultant to establish the maximum fee, including expenses, for the specific project and to establish the completion date.

Specific services anticipated to be included are as follows:

- A. Constructability Review** - The purpose of constructability reviews during project development is to ensure that projects are biddable, buildable, cost-effective and maintainable. Constructability reviews involve the optimum use of construction knowledge and experience in the planning and development of a project.

One of the primary goals of constructability reviews is to foster a greater level of involvement by construction personnel during project planning and development. The Regional/Resident/Maintenance Engineers and staff are key providers of comments on constructability issues throughout the project development process.

Waiting to conduct constructability reviews in the late stages of design is not effective. By project end, significant resources have been expended in developing the design. Plan changes at this late stage are costly to implement, have a significant effect on the project schedule and may conflict with long established approved permits and commitments. It is imperative that knowledgeable construction people are involved early in planning and development.

Deliverables:

- One copy of the final Constructability Review

- B. Administration** – The projects may include Federal, State and local funds. The Consultant shall provide construction administration of the project to facilitate the ongoing construction efforts and maintain State and City regulations. At a minimum the Consultant shall:

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- Comply with Cal-OSHA regulations regarding safety equipment and procedures, and safety instructions issued by the State.
- Provide labor compliance services including, but not limited, to monitoring contractor compliance with applicable labor laws.
- Ensure compliance with Contractor's DBE requirements.
- Provide administrative, management and related services as required to coordinate the work of the Contractor, to complete the project in accordance with contract documents, State regulations and in accordance with the City's objectives for cost, time and quality.
- Coordinate with the City, Caltrans and all other involved agencies to obtain and comply with all required permits.
- Prepare all ongoing documentation, testing and other administration associated with the project funding.
- Review the construction schedule, including activity sequences and durations, schedule of submittals and schedule of delivery for products with long lead-time. Work with the Contractor to maintain the project schedule to show current conditions and suggest revisions that may be required.
- Prepare a cost control program. Provide continuous monitoring of the approved estimate of construction cost, showing actual costs for activities in progress and estimates for incomplete tasks. Identify variances between actual and budgeted or estimated costs and advise the City whenever projected costs exceed budgets or estimates.
- Recommend necessary or desirable changes in the construction Contractor's scope of work to the City, review and evaluate Contractor's request for changes, assist in negotiating Contractor's proposals, submit recommendations to the City supported by field data, and if they are accepted, prepare change orders for signature and the City's authorization.
- Maintain strict cost accounting records on authorized work performed under unit costs, additional work performed on the basis of actual costs of labor and materials, or other work requiring accounting records.
- Develop and implement procedures for the review and processing of applications by Contractor for progress and final payments. Make recommendations for certification to the City for payment.
- Consult with the Design Engineer and the City if the Contractor requests interpretations of the meaning and intent of the drawings and specifications, and assist in the resolution of questions, which may arise.
- Provide a staffing schedule each month for the following month. This schedule is subject to the City's approval.
- Manage any utility work to be performed by utility agencies (work not part of Contractor's responsibilities).

- C. Documentation of Pre-construction Conditions** - Consultant shall document pre-construction conditions using photographs, written notes, and video. The entire site shall be videotaped prior to construction. Special or sensitive areas shall be noted and extra documentation may be required.

Deliverables:

- Copies of all documentation, including photographs, notes and video

- D. Documentation and Record Keeping** - The Consultant shall maintain all documents to provide a detailed account of the construction effort, progress and contractual obligations. The Consultant shall provide at a minimum the services below:

- Verify that all required certificate of bonds and insurance have been received from the Contractor and forwarded to the City for approval.
- Maintain at the project site, on a current basis: a record copy of all contracts, drawings, specifications, addenda, change orders and other modifications, in good order and marked to record all changes made during construction; shop drawings, product data, samples, submittals, purchases, materials, equipment, applicable handbooks, maintenance and operating manuals and instructions, other related documents and revisions which are relevant to the contract work.
- During the course of construction, maintain one set of plans with markings and dimensions in red ink to denote field changes or other corrections.
- A detailed photographic history of all phases of the project shall be maintained on a daily basis. Each photograph will be labeled as to location, direction of view, date, time and items of interest. The photographs shall be maintained in an album and the photographs shall be indexed for ease of retrieval. Photos shall also be taken of the following:
 - Barricade placement.
 - Disputed work items.
 - Work that has to be duplicated, replaced, or removed.
 - Completed work.
 - Extra work.

- E. Meetings** - Consultant shall prepare for and conduct weekly construction progress meetings to discuss such matters as procedures, progress, problems and scheduling and any other required meetings between the Contractor, City, the Design Engineer and any agencies related to the project. Consultant shall take minutes of the meetings and distribute them to attendees within one week of the meeting. Meetings shall be held at the offices of the City of Rancho Cordova Department of Public Works or at a

mutually agreeable location determined during the pre-construction meeting.

Deliverables:

- Pre-construction meeting with City and all applicable parties related to the project.
- Weekly meetings with City and all applicable parties related to the project.
- Any meetings necessary to immediately resolve project issues related to scope, cost, schedule, etc.
- Meeting minutes

F. Submittals and Clarifications - The Consultant shall issue documented clarifications and interpretations of the Project Plans and Specifications in response to requests by the Contractor. The Consultant shall notify the City of any clarifications or interpretations that may result in a change order. The Consultant shall also accept and process submittals, including but not limited to shop drawings, product data, and product samples. The Consultant shall review any submittals deemed appropriate by the City. Submittals requiring review by the Design Engineer shall be logged and transmitted for formal review. Consultant shall be responsible to see that all submittals are reviewed and returned in a timely manner.

Deliverables:

- Copies of all documentation for clarification and interpretation of the Project Plans and Specifications

G. Quality Assurance - The CM shall review the work of the Contractor, trade and specialty contractors on the project as it is being performed, until final completion and acceptance by the City, to assure that the work performed and materials furnished are in accordance with the contract documents. The CM shall confer with the Project Manager and the appropriate consultants to make the final interpretation, in writing, and transmit it to the City and appropriate parties for resolution.

H. Field Inspection - Consultant shall provide experienced and qualified field inspectors (who are acceptable to the City) to observe/inspect the Contractor's construction work on a daily basis. The Inspector shall inspect all constructed facilities prior to burial and observe all tests required to be performed by the Contractor or referenced in the Project Plans and Specifications. Field inspectors shall monitor the Contractor's performance for adherence to project plans and specifications, construction quality, cost, and schedule and shall enforce, either approving or rejecting the Contractor's work in accordance with the

requirements of applicable Contract Documents. Inspectors will review the safety programs developed by the Contractor as required by the contract documents and monitor the Contractor's compliance. Depending on the scope of the project, individual inspectors shall have inspection experience that includes, but is not limited to, the following areas:

1. General site preparation including clearing, grubbing, and mass grading. Environmentally sensitive issues such as wetland preservation/mitigation, tree protection, tree removal and mitigation, water quality management, and erosion control construction and monitoring.
2. Underground construction that includes wet and dry utilities, canals, detention ponds, etc.
3. New road construction, existing road widening and improvements including subgrade, structural section and paving, knowledge of bridge construction inspection, and pier construction and placement.
4. Other experience applicable to the project.

Daily inspection reports and diaries of Contractor's construction activities shall be prepared and made available to the City on the following day. Daily inspection reports shall include, at a minimum, the following information: Contractor's activities, weather conditions, discussions with the Contractor, problems and issues dealt with, approved changes, and any other information necessary to create a satisfactory record of the day's activities at the project site in accordance with standard inspection practice. The Consultant shall document special situations by photograph or video accompanied with a written description. Consultant shall document any defective work until it is repaired to the Consultant's and City's satisfaction and quality of work is in accordance with the contract documents.

The Consultant shall prepare and submit a written weekly report to the City describing updates of the project progress, summaries of work performed including percent of work completed, work activities behind schedule, any community relations issues and defective work. All outstanding deficiencies shall also be noted in the weekly report until resolved or settled.

Deliverables:

- Daily Inspection Reports
 - Weekly Reports
- I. **Testing** - Consultant shall provide, coordinate, and monitor all field and laboratory testing of soils, backfill, asphalt concrete, Portland cement concrete, and other testing required by law or the Project Plans and Specifications. Consultant(s) shall perform all testing work with certified technicians including, but not limited to, Caltrans certifications. All

Consultant(s) laboratory facilities shall be certified to perform the respective tests according to the Caltrans Quality Assurance Program Manual for use by Local Agencies and shall be approved by the City. Consultant shall review results of tests, forward copies of the results to the City as part of the weekly reports, and work with the Contractor to resolve deficiencies. All test procedures will be in accordance with the latest Caltrans Test Methods and the City of Rancho Cordova Specifications.

Deliverables:

- Copies of all testing results

J. Final Completion & Acceptance - After the project is substantially complete, the Consultant shall schedule a walk through with the City, request input from all other City Departments needed to prepare a "punch list" of incomplete or unsatisfactory items, and submit the list to the Contractor. Once all work is satisfactorily complete, the Consultant shall deliver a statement to the City indicating that to the best of the Consultant's knowledge and belief, after diligent investigation including satisfaction of its other obligations under the agreement, the project has been completed in accordance with the Project Plans and Specifications and the Consultant recommends acceptance of the project by the City. The Consultant shall submit the Final Progress Pay Estimate signed by the Contractor.

K. Other Tasks - As part of the inspections and construction administration activities, the Consultant shall include the tasks listed below as part of the overall project activities as listed in the professional services agreement:

1. Consultant shall monitor Contractor's coordination with various utility companies.
2. Consultant shall inspect traffic control and erosion control measures as often as necessary to assure activities are in accordance with the Contract documents and State regulations.
3. Consultant shall provide topographic survey and construction staking services upon request from CITY.
4. Consultant shall notify the City immediately of any errors or omissions that are found on the plans and specifications during construction.
5. Consultant shall enforce the requirements of the California Labor Code as they pertain to the project. The detailed description of the Labor Code requirements is described in Section 7 of the State Standard Specifications.
6. Consultant shall take appropriate action to ensure correction of observed safety violations under the requirements of the CAL OSHA Construction Safety Orders.

L. Project Closeout - The Consultant shall submit to the City's Representative the following close out items:

1. The original set of all inspection reports, summaries, testing documents, meeting minutes, clarifications, schedules, correspondence and other documents related to the construction of this project.
2. All records, maps, and plans maintained by the Consultant during construction.
3. All approved shop drawings, submittals and manufacturers' literature maintained by the Consultant during the construction project.
4. One complete set of annotated project progress photographs bound chronologically and videotapes taken before and during construction.
5. One set of record drawings of as-built changes in neat red pencil.

M. Warranty Inspection – The Consultant shall provide a warranty inspection prior to the warranty expiration date. The Consultant will submit a copy of the warranty report to the City.

N. Local Agency Obligations – All plans, specifications and data applicable to the projects and in possession of the City of Rancho Cordova are too made available to the Consultant. The City will assign a City Project Manager for all projects associated with this RFQ to assist/direct the Consultant.

O. Project Record Keeping - Virtual Project Manager (VPM) - Consultant shall submit daily progress reports to the engineer via the internet utilizing a web site address VPM @ WWW.VIRTUAL-PM.COM managed by the City. The inspector or resident engineer shall use Virtual Project Manager (VPM) to record daily progress, problems, transmittals, submittals, change orders and all general correspondences. The city project manager and the contractors will communicate exclusively through VPM throughout each construction project. A digital camera, daily use of computer and internet access by inspector are required.

P. Department of Industrial Relations – SB 854 Compliance - Consultant shall comply with the Public Works Contractor Registration Law – SB 854 as required by the Department of Industrial Relations.

2.0 MISCELLANEOUS

The Consultant shall support the City in any post-completion dispute, rendering reasonable assistance, providing access to its records, but is not intended to retain independent experts.

Staff meetings of the Consultant shall not be considered as part of services for which payment will be made.

Time required by the Consultant to reach the designated work site shall not be considered part of the services for which payment will be made.

Costs associated with vehicle, phone and computer shall be included in Consultants hourly rate and no separate reimbursable request will be allowed.

Billing shall be on a four-week interval as designated by the City.

There shall be no reimbursable expenses on this project unless approved in writing, in advance, by the City.

The City will not provide office space for Consultant staff. If additional accommodations are needed by the Consultant, Consultant shall be responsible for obtaining the additional accommodations at no cost to the City.

3.0 Federal and State Contract Requirements

A. Consultant Services

Detail based on the services to be furnished should be provided by CONSULTANT. Nature and extent should be verified in the negotiations to make precise statements to eliminate subsequent uncertainties and misunderstandings. Reference to the appropriate standards for design or other standards for work performance stipulated in consultant contract should be included. Describe acceptance criteria, and if the responsible consultant/engineer shall sign all Plans, Specifications and Estimate (PS&E) and engineering data furnished under the contract including registration number. Environmental documents are not considered complete until a Caltrans District Senior Environmental Planner signs the Categorical Exclusion, a Caltrans Deputy District Director signs the Finding of No Significant Impact, or the Caltrans District Director signs the Record of Decision [see Chapter 6, "*Environmental Procedures*" in the LAPM, and the *Standard Environmental Reference*].

B. Right of Way

State whether Right of Way requirements are to be determined and shown by CONSULTANT, whether land surveys and computations with metes and bounds descriptions are to be made, and whether Right of Way plots are to be furnished.

C. Surveys

State whether or not the CONSULTANT has the responsibility for performing preliminary or construction surveys.

D. Subsurface Investigations

State specifically whether or not CONSULTANT has responsibility for making subsurface investigations. If borings or other specialized services are to be made by others under the supervision of CONSULTANT,

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appropriate provisions are to be incorporated. Archaeological testing and data recovery guidance can be found in the *Standard Environmental Reference*.

E. Local Agency Obligations

All data applicable to the project and in possession of LOCAL AGENCY or another agency, or government that are to be made available to CONSULTANT are referred to in the contract. Any other assistance or services to be furnished to CONSULTANT are to be stated clearly.

F. Conferences, Visits to Site, Inspection of Work

The contract provides for conferences as needed, visits to the site, and inspection of the work by representatives of the state, or FHWA. Costs incurred by CONSULTANT for meetings, subsequent to the initial meeting shall be included in the fee.

G. Checking Shop Drawings

For contracts requiring the preparation of construction drawings, make provision for checking shop drawings. Payment for checking shop drawings by CONSULTANT may be included in the contract fee, or provision may be made for separate payment.

H. Consultant Services During Construction

The extent, if any of CONSULTANT's services during the course of construction as material testing, construction surveys. etc., are specified in the contract together with the method of payment for such services.

I. Documentation and Schedules

Contracts where appropriate, shall provide that CONSULTANT document the results of the work to the satisfaction of LOCAL AGENCY, and if applicable, the State and FHWA. This may include preparation of progress and final reports, plans, specifications and estimates, or similar evidence of attainment of the contract objectives.

J. Deliverables and Number of Copies

The number of copies of papers or documents to be furnished, such as reports, brochures, sets of plans, specifications, or Right of Way plots is specified. Provision may be made for payment for additional copies.

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ATTACHMENT 3
CONTRACT NO.: 181-2018**EXHIBIT B**
COST PROPOSAL

See Attached Salaber Cost Proposal
Received on August 17, 2018
(24 Pages)

Form W-9 (Rev. December 2011) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification	Give Form to the requester. Do not send to the IRS.
Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ ☐ Other (see instructions) ▶ _____	
	☐ Exempt payee	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code		
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 the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

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

Social security number									
[] [] []	-	[] [] []	-	[] [] []	[] [] []	[] [] []	[] [] []	[] [] []	[] [] []
Employer identification number									
[] []	-	[] [] [] [] [] [] [] []							

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

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

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7 ²

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ³
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

YEAR

CALIFORNIA FORM

2013 Withholding Exemption Certificate**590**

This form can only be used to certify exemption from nonresident withholding under California Revenue and Taxation Code (R&TC) Section 18662. Do not use this form for exemption from wage withholding.

File this form with your withholding agent. (Please type or print)

Withholding agent's name _____

Payee's name _____

Payee's ☐ SSN or ITIN ☐ FEIN
☐ CA corp. no. ☐ CA SOS file no

Address (number and street, PO Box, or PMB no.) _____

Apt. no./ Ste. no. _____

City _____

State _____ ZIP Code _____

Read the following carefully and check the box that applies to the payee.

I certify that for the reasons checked below, the payee named on this form is exempt from the California income tax withholding requirement 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, Who is a Resident, for the definition of a resident.

☐ **Corporations:**

The above-named 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 and withhold on payments of California source income to nonresidents when required. 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 F, What is a Permanent Place of Business, for the definition of permanent place of business.

☐ **Partnerships or limited liability companies (LLC):**

The above-named 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 and will withhold on foreign and domestic nonresident partners or members when required. 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 above-named 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). The tax-exempt entity will withhold on payments of California source income to nonresidents when required. 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 above-named 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 and will withhold on foreign and domestic nonresident beneficiaries when required. If the trustee 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. The decedent was a California resident at the time of death. The estate will file a California fiduciary tax return and will withhold on foreign and domestic nonresident beneficiaries when required.

☐ **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: Please complete and sign below.

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

Payee's name and title (type or print) _____ Daytime telephone no. _____

Payee's signature ► _____ Date _____

For Privacy Notice, get form FTB 1131.

7061133

Form 590 c2 2012

Instructions for Form 590

Withholding Exemption Certificate

References in these instructions are to the California Revenue and Taxation Code (R&TC).

General Information

For purposes of California income tax, references to a spouse, husband, or wife also refer to a Registered Domestic Partner (RDP) unless otherwise specified. For more information on RDPs, get FTB Pub. 737, Tax Information for Registered Domestic Partners.

Private Mail Box (PMB) – Include the PMB in the address field. Write “PMB” first, then the box number. Example: 111 Main Street PMB 123.

Foreign Address – Enter the information in the following order: City, Country, Province/Region, and Postal Code. Follow the country's practice for entering the postal code. **Do not** abbreviate the country's name.

A Purpose

Use Form 590, Withholding Exemption Certificate, to certify an exemption from nonresident withholding. California residents or entities should complete and present Form 590 to the withholding agent. The withholding agent is then relieved of the withholding requirements if the agent relies in good faith on a completed and signed Form 590 unless told by the Franchise Tax Board (FTB) that the form should not be relied upon.

Important – This form cannot be used for exemption from wage and real estate withholding.

- If you are an employee, any wage withholding questions should be directed to the FTB General Information number, 800.852.5711. Employers should call 888.745.3886 or go to edd.ca.gov.
- Sellers of California real estate use Form 593-C, Real Estate Withholding Certificate, to claim an exemption from real estate withholding.

B Requirement

R&TC Section 18662 requires withholding of income or franchise tax on payments of California source income made to nonresidents of California.

Withholding is required on the following, but is not limited to:

- Payments to nonresidents for services rendered in California.
- Distributions of California source income made to domestic nonresident S corporation shareholders, partners and members and allocations of California source income made to foreign partners and members.
- Payments to nonresidents for rents if the payments are made in the course of the withholding agent's business.
- Payments to nonresidents for royalties with activities in California.

- Distributions of California source income to nonresident beneficiaries from an estate or trust.
- Prizes and winnings received by nonresidents for contests in California.

However, withholding is optional if the total payments of California source income are \$1,500 or less during the calendar year.

For more information on withholding get FTB Pub. 1017, Resident and Nonresident Withholding Guidelines. To get a withholding publication see General Information H, Publications, Forms, and Additional Information.

Backup Withholding – Beginning on or after January 1, 2010, with certain limited exceptions, payers that are required to withhold and remit backup withholding to the Internal Revenue Service (IRS) are also required to withhold and remit to the FTB. The California backup withholding rate is 7% of the payment. For California purposes, dividends, interests, and any financial institutions release of loan funds made in the normal course of business are exempt from backup withholding. For additional information on California backup withholding, go to ftb.ca.gov and search for **backup withholding**.

If a payee has backup withholding, the payee must contact the FTB to provide a valid Taxpayer Identification Number (TIN) before filing a tax return. The following are acceptable TINs: social security number (SSN); individual taxpayer identification number (ITIN); federal employer identification number (FEIN); California corporation number (CA Corp No.); or California Secretary of State (SOS) file number. Failure to provide a valid TIN will result in the denial of the backup withholding credit. For more information go to ftb.ca.gov and search for **backup withholding**.

Who is Excluded from Withholding – The following are excluded from withholding and completing this form:

- The United States and any of its agencies or instrumentalities
- A state, a possession of the United States, the District of Columbia, or any of its political subdivisions or instrumentalities
- A foreign government or any of its political subdivisions, agencies, or instrumentalities

C Who Certifies this Form

Form 590 is certified by the payee. An incomplete certificate is invalid and the withholding agent should not accept it. If the withholding agent receives an incomplete certificate, the withholding agent is required to withhold tax on payments made to the payee until a valid certificate is received. In lieu of a completed certificate on the preprinted form, the

withholding agent may accept as a substitute certificate a letter from the payee explaining why the payee is not subject to withholding. The letter must contain all the information required on the certificate in similar language, including the under penalty of perjury statement and the payee's taxpayer identification number. The withholding agent must retain a copy of the certificate or substitute for at least four years after the last payment to which the certificate applies, and provide it upon request to the FTB.

For example, if an entertainer (or the entertainer's business entity) is paid for a performance, the entertainer's information must be provided. **Do not** submit the entertainer's agent or promoter information.

The grantor of a grantor trust shall be treated as the payee for withholding purposes.

Therefore, if the payee is a grantor trust and one or more of the grantors is a nonresident, withholding is required. If all of the grantors on the trust are residents, no withholding is required. Resident grantors can check the box on Form 590 labeled “Individuals — Certification of Residency.”

D Who is a Resident

A California resident is any individual who is in California for other than a temporary or transitory purpose or any individual domiciled in California who is absent for a temporary or transitory purpose.

An individual domiciled in California who is absent from California for an uninterrupted period of at least 546 consecutive days under an employment-related contract is considered outside California for other than a temporary or transitory purpose.

An individual is still considered outside California for other than a temporary or transitory purpose if return visits to California do not total more than 45 days during any taxable year covered by an employment contract.

This provision does not apply if an individual has income from stocks, bonds, notes, or other intangible personal property in excess of \$200,000 in any taxable year in which the employment-related contract is in effect.

A spouse/RDP absent from California for an uninterrupted period of at least 546 days to accompany a spouse/RDP under an employment-related contract is considered outside of California for other than a temporary or transitory purpose.

Generally, an individual who comes to California for a purpose which will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.

For assistance in determining resident status, get FTB Pub. 1031, Guidelines for Determining Resident Status, and FTB Pub. 1032, Tax Information for Military Personnel, or call the FTB at 800.852.5711 or 916.845.6500.

E Military Spouse Residency Relief Act (MSRRA)

Generally, for tax purposes you are considered to maintain your existing residence or domicile. If a military servicemember and nonmilitary spouse have the same state of domicile, the MSRRA provides:

- A spouse shall not be deemed to have lost a residence or domicile in any state solely by reason of being absent to be with the servicemember serving in compliance with military orders.
- A spouse shall not be deemed to have acquired a residence or domicile in any other state solely by reason of being there to be with the servicemember serving in compliance with military orders.

Domicile is defined as the one place:

- Where you maintain a true, fixed, and permanent home
- To which you intend to return whenever you are absent

A military servicemember's nonmilitary spouse is considered a nonresident for tax purposes if the servicemember and spouse have the same domicile outside of California and the spouse is in California solely to be with the servicemember who is serving in compliance with Permanent Change of Station orders. Note: California may require nonmilitary spouses of military servicemembers to provide proof that they meet the criteria for California personal income tax exemption as set forth in the MSRRA.

Income of a military servicemember's nonmilitary spouse for services performed in California is not California source income subject to state tax if the spouse is in California to be with the servicemember serving in compliance with military orders, and the servicemember and spouse have the same domicile in a state other than California.

For additional information or assistance in determining whether the applicant meets the MSRRA requirements, get FTB Pub. 1032.

F What is a Permanent Place of Business

A corporation has a permanent place of business in California if it is organized and existing under the laws of California or if it is a foreign corporation qualified to transact intrastate business by the California SOS. A corporation that has not qualified to transact intrastate business (e.g., a corporation engaged exclusively in interstate commerce) will be considered as having a permanent place of business in California only if it maintains a permanent office in California that is permanently staffed by its employees.

G Withholding Agent

Keep Form 590 for your records. **Do not** send this form to the FTB unless it has been specifically requested.

For more information, contact Withholding Services and Compliance, see General Information H.

The payee must notify the withholding agent if any of the following situations occur:

- The individual payee becomes a nonresident.
- The corporation ceases to have a permanent place of business in California or ceases to be qualified to do business in California.
- The partnership ceases to have a permanent place of business in California.
- The LLC ceases to have a permanent place of business in California.
- The tax-exempt entity loses its tax-exempt status.

The withholding agent must then withhold and report the withholding using Form 592, Resident and Nonresident Withholding Statement, and remit the withholding using Form 592-V, Payment Voucher for Resident and Nonresident Withholding. Form 592-B, Resident and Nonresident Withholding Tax Statement, is retained by the withholding agent and a copy is given to the payee.

H Additional Information

To get additional nonresident withholding information, contact the Withholding Services and Compliance.

WITHHOLDING SERVICES AND
COMPLIANCE MS F182
FRANCHISE TAX BOARD
PO BOX 942867
SACRAMENTO CA 94267-0651

Telephone: 888.792.4900
916.845.4900

Fax: 916.845.9512

You can download, view, and print California tax forms and publications at ftb.ca.gov.

OR to get forms by mail write to:

TAX FORMS REQUEST UNIT MS F284
FRANCHISE TAX BOARD
PO BOX 307
RANCHO CORDOVA CA 95741-0307

For all other questions unrelated to withholding or to access the TTY/TDD numbers, see the information below.

Internet and Telephone Assistance

Website: ftb.ca.gov

Telephone: 800.852.5711 from within the
United States
916.845.6500 from outside the
United States

TTY/TDD: 800.822.6268 for persons with
hearing or speech impairments

Asistencia Por Internet y Teléfono

Sitio web: ftb.ca.gov

Teléfono: 800.852.5711 dentro de los
Estados Unidos
916.845.6500 fuera de los Estados
Unidos

TTY/TDD: 800.822.6268 personas con
discapacidades auditivas
y del habla

EXHIBIT B Page 1 of 2

CITY OF RANCHO CORDOVA

CONSTRUCTION MANAGEMENT SERVICES

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Federal Nos.: _____

Consultant or Subconsultant: Salaber Associates, Inc.Contract No.: _____ Date: 08/08/2018Fringe Benefit % 0.0000% + Overhead % 123.6300% + General Administration % 0.0000% = Combined Indirect Cost Rate (ICR) % 123.6300%FEE % = 10.0%Escalation % = 5.0%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective date of hourly rate		Actual or Avg. hourly rate ³	% or \$ increase	Hourly range - for classifications only
	Straight	OT (1.5x)	OT (2x)	From	To			
Bob LoRusso, PE Resident Engineer/ Construction Manager Exempt Non-Prevailing Wage	\$ 195.15 \$ 204.90 \$ 215.15 \$ 225.91	\$ 195.15 \$ 204.90 \$ 215.15 \$ 225.91	\$ 195.15 \$ 204.90 \$ 215.15 \$ 225.91	01/01/2018 01/01/2019 01/01/2020 01/01/2021	12/31/2018 12/31/2019 12/31/2020 12/31/2021	\$ 79.33 \$ 83.30 \$ 87.46 \$ 91.83	5.0% 5.0% 5.0%	Not Applicable
Robert Salaber, PE Resident Engineer/ Construction Manager Exempt Non-Prevailing Wage	\$ 210.52 \$ 221.05 \$ 232.10 \$ 243.70	\$ 315.78 \$ 331.57 \$ 348.15 \$ 365.56	\$ 421.04 \$ 442.09 \$ 464.20 \$ 487.41	01/01/2018 01/01/2019 01/01/2020 01/01/2021	12/31/2018 12/31/2019 12/31/2020 12/31/2021	\$ 85.58 \$ 89.86 \$ 94.35 \$ 99.07	5.0% 5.0% 5.0%	Not Applicable
Matt Nord* Senior Construction Inspector - Group 2 Non-Exempt Prevailing Wage DAY	\$ 135.30 \$ 142.06 \$ 149.16 \$ 156.62	\$ 202.94 \$ 213.09 \$ 223.75 \$ 234.93	\$ 270.59 \$ 284.12 \$ 298.33 \$ 313.24	01/01/2018 01/01/2019 01/01/2020 01/01/2021	12/31/2018 12/31/2019 12/31/2020 12/31/2021	\$ 55.00 \$ 57.75 \$ 60.64 \$ 63.67	5.0% 5.0% 5.0%	Not Applicable
Matt Nord* Senior Construction Inspector - Group 2 Non-Exempt Prevailing Wage NIGHT	\$ 150.06 \$ 157.56 \$ 165.44 \$ 173.71	\$ 225.08 \$ 236.34 \$ 248.15 \$ 260.56	\$ 300.11 \$ 315.12 \$ 330.87 \$ 347.42	01/01/2018 01/01/2019 01/01/2020 01/01/2021	12/31/2018 12/31/2019 12/31/2020 12/31/2021	\$ 61.00 \$ 64.05 \$ 67.25 \$ 70.62	5.0% 5.0% 5.0%	Not Applicable
Dave Compton* Senior Construction Inspector - Group 2 Non-Exempt Prevailing Wage DAY	\$ 135.30 \$ 142.06 \$ 149.16 \$ 156.62	\$ 202.94 \$ 213.09 \$ 223.75 \$ 234.93	\$ 270.59 \$ 284.12 \$ 298.33 \$ 313.24	01/01/2018 01/01/2019 01/01/2020 01/01/2021	12/31/2018 12/31/2019 12/31/2020 12/31/2021	\$ 55.00 \$ 57.75 \$ 60.64 \$ 63.67	5.0% 5.0% 5.0%	Not Applicable
Dave Compton* Senior Construction Inspector - Group 2 Non-Exempt Prevailing Wage NIGHT	\$ 150.06 \$ 157.56 \$ 165.44 \$ 173.71	\$ 225.08 \$ 236.34 \$ 248.15 \$ 260.56	\$ 300.11 \$ 315.12 \$ 330.87 \$ 347.42	01/01/2018 01/01/2019 01/01/2020 01/01/2021	12/31/2018 12/31/2019 12/31/2020 12/31/2021	\$ 61.00 \$ 64.05 \$ 67.25 \$ 70.62	5.0% 5.0% 5.0%	Not Applicable
Matt Carlenzoli* Senior Construction Inspector - Group 2 Non-Exempt Prevailing Wage	\$ 140.22 \$ 147.23 \$ 154.59	\$ 210.32 \$ 220.84 \$ 231.88	\$ 280.43 \$ 294.45 \$ 309.18	01/01/2018 01/01/2019 01/01/2020	12/31/2018 12/31/2019 12/31/2020	\$ 57.00 \$ 59.85 \$ 62.84	5.0% 5.0%	Not Applicable

		DAY	\$	162.32	\$	243.48	\$	324.64	01/01/2021	12/31/2021	\$	65.98	5.0%	ATTACHMENT 3
Matt Carlenzoli*			\$	154.98	\$	232.46	\$	309.95	01/01/2018	12/31/2018	\$	63.00	5.0%	EXHIBIT B Not Applicable
Senior Construction Inspector - Group 2			\$	162.72	\$	244.09	\$	325.45	01/01/2019	12/31/2019	\$	66.15	5.0%	
Non-Exempt Prevailing Wage			\$	170.86	\$	256.29	\$	341.72	01/01/2020	12/31/2020	\$	69.46	5.0%	
		NIGHT	\$	179.40	\$	269.11	\$	358.81	01/01/2021	12/31/2021	\$	72.93	5.0%	
Brian Ellis, EIT*			\$	135.30	\$	202.94	\$	270.59	01/01/2018	12/31/2018	\$	55.00	5.0%	Not Applicable
Assistant RE / Construction Inspector - Group 2			\$	142.06	\$	213.09	\$	284.12	01/01/2019	12/31/2019	\$	57.75	5.0%	
Non-Exempt Prevailing Wage			\$	149.16	\$	223.75	\$	298.33	01/01/2020	12/31/2020	\$	60.64	5.0%	
		DAY	\$	156.62	\$	234.93	\$	313.24	01/01/2021	12/31/2021	\$	63.67	5.0%	
Brian Ellis, EIT*			\$	150.06	\$	225.08	\$	300.11	01/01/2018	12/31/2018	\$	61.00	5.0%	Not Applicable
Assistant RE / Construction Inspector - Group 2			\$	157.56	\$	236.34	\$	315.12	01/01/2019	12/31/2019	\$	64.05	5.0%	
Non-Exempt Prevailing Wage			\$	165.44	\$	248.15	\$	330.87	01/01/2020	12/31/2020	\$	67.25	5.0%	
		NIGHT	\$	173.71	\$	260.56	\$	347.42	01/01/2021	12/31/2021	\$	70.62	5.0%	
Justin Kable, PE			\$	179.57	\$	269.36	\$	359.15	01/01/2018	12/31/2018	\$	73.00	5.0%	Not Applicable
Resident Engineer/ Construction Manager			\$	188.55	\$	282.83	\$	377.11	01/01/2019	12/31/2019	\$	76.65	5.0%	
Exempt Non-Prevailing Wage			\$	197.98	\$	296.97	\$	395.96	01/01/2020	12/31/2020	\$	80.48	5.0%	
			\$	207.88	\$	311.82	\$	415.76	01/01/2021	12/31/2021	\$	84.51	5.0%	

- 1) Names and classifications of consultant (key staff) team members must be listed. Provide separate sheets for prime and all subconsultant firms.
- 2) Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Agreed upon billing rates are not adjustable for the term of the contract.
- 3) For named employees enter the actual hourly rate. For classifications only, enter the average hourly rate for that classification.

NOTES:

- Denote all employees subject to prevailing wage with an asterisks (*)
- For "Other Direct Cost" listing, see page 2 of this Exhibit

NOTES:

1. Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended.
3. Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.
4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

EXHIBIT 10-H2 COST PROPOSAL Page 2 of 3

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant Salaber Associates, Inc. ☒ Prime Consultant ☐ Subconsultant
Project No. On-Call CM Contract No. _____ Date 8/17/18

SCHEDULE OF OTHER DIRECT COST ITEMS (Add additional pages as necessary)				
Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs	N/A		\$	\$
Equipment Rental and Supplies	N/A		\$	\$
Permit Fees	N/A		\$	\$
Plan Sheets	N/A		\$	\$
Test	N/A		\$	\$
Vehicle	N/A		\$	\$
Subconsultant 1: See attached.				\$
Subconsultant 2: See attached.				\$
Subconsultant 3: See attached.				\$
Subconsultant 4:				\$
Subconsultant 5:				\$

Note: Add additional pages if necessary.

NOTES:

1. List other direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentation.
2. Proposed ODC items should be consistently billed regardless of client and contract type.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
6. Travel related costs should be pre-approved by the contracting agency and shall not exceed current State Department of Personnel Administration rules.

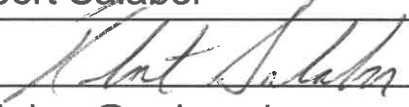
EXHIBIT 10-H2 COST PROPOSAL Page 3 of 3**Certification of Direct Costs:**

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

7. Generally Accepted Accounting Principles (GAAP)
8. Terms and conditions of the contract
9. [Title 23 United States Code Section 112](#) - Letting of Contracts
10. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
11. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
12. [48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board](#) (when applicable)

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

Prime Consultant or Subconsultant Certifying:

Name: Robert Salaber Title *: President
 Signature :  Date of Certification (mm/dd/yyyy): 8/17/18
 Email: rsalaber@saiservices.com Phone Number: 707-249-8808
 Address: 11025 Trade Center Drive, Suite 120, Rancho Cordova, CA 95620

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

List services the consultant is providing under the proposed contract:

On-call construction management

EXHIBIT B

EXHIBIT 10-H2 COST PROPOSAL | CITY OF RANCHO CORDOVA, DEPT OF PUBLIC WORKS | ON-CALL CONSTRUCTION MANAGEMENT SERVICES

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant Vali Cooper & Associates, Inc. ☐ Prime Consultant ☒ Subconsultant ☐ 2nd Tier Subconsultant

Project No. TBD (FHWA funded) Contract No. TBD Participation Amount \$ TBD Date 08/17/2018

For Combined Rate									
Fringe Benefit %	+	Overhead %	136.88%	+	General Administration %	=	Combined ICR % ⁶	136.88%	
OR									
For Home Office Rate									
Fringe Benefit %	+	Overhead %		+	General Administration %	=	Home Office ICR %	0.00%	
For Field Office Rate									
Fringe Benefit %	+	Overhead %		+	General Administration %	=	Field Office ICR %	0.00%	

FEE % = 10.0%

Escalation % = 3.0%

BILLING INFORMATION				CALCULATION INFORMATION				
Name/Job Title/Classification ¹	Hourly Billing Rates ³			Effective date of hourly rate		Actual or Avg. hourly rate ⁴	% or \$ increase	Hourly range - for classifications only
Juan Zermeno	\$ 182.40	\$ 273.60	\$ 364.80	07/24/2018	06/30/2019	\$ 70.00		Not Applicable
Project Manager / Resident Engineer	\$ 187.87	\$ 281.80	\$ 375.74	07/01/2019	06/30/2020	\$ 72.10	3.0%	
	\$ 193.50	\$ 290.25	\$ 387.00	07/01/2020	06/30/2021	\$ 74.26	3.0%	
	\$ 199.31	\$ 298.96	\$ 398.62	07/01/2021	06/30/2022	\$ 76.49	3.0%	
non-exempt non-prevailing wage	\$ 205.28	\$ 307.91	\$ 410.55	07/01/2022	06/30/2023	\$ 78.78	3.0%	
Richard Ashbaugh	\$ 156.34	\$ 234.51	\$ 312.68	07/24/2018	06/30/2019	\$ 60.00		Not Applicable
** Construction Inspector - Group 2	\$ 161.03	\$ 241.55	\$ 322.06	07/01/2019	06/30/2020	\$ 61.80	3.0%	
	\$ 165.85	\$ 248.79	\$ 331.73	07/01/2020	06/30/2021	\$ 63.65	3.0%	
	\$ 170.83	\$ 256.24	\$ 341.68	07/01/2021	06/30/2022	\$ 65.56	3.0%	
non-exempt prevailing wage	\$ 175.96	\$ 263.93	\$ 351.92	07/01/2022	06/30/2023	\$ 67.53	3.0%	
Richard Ashbaugh	\$ 163.04	\$ 234.51	\$ 312.68	07/24/2018	06/30/2019	\$ 62.57		Not Applicable
** Construction Inspector - Group 2	\$ 167.94	\$ 241.55	\$ 322.06	07/01/2019	06/30/2020	\$ 64.45	3.0%	
	\$ 172.97	\$ 248.79	\$ 331.73	07/01/2020	06/30/2021	\$ 66.38	3.0%	
	\$ 178.15	\$ 256.24	\$ 341.68	07/01/2021	06/30/2022	\$ 68.37	3.0%	
non-exempt prevailing wage	\$ 183.49	\$ 263.93	\$ 351.92	07/01/2022	06/30/2023	\$ 70.42	3.0%	

- NOTES:
1.

Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2.

The cost proposal format shall not be amended.
3.

Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.
4.

For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.
5.

Rates are based on DIR Prevailing Wage Determination NC-63-3-9-2018-1.
Rates shown are for FWHA (federal transporation) funded projects only. For non-federally funded projects, VC&A will adjust ICR and hourly bill rates to reflect Gross OH.

EXHIBIT B

EXHIBIT 10-H2 COST PROPOSAL

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant Vali Cooper & Associates, Inc. Project No. TBD (FHWA funded) Contract No. TBD Date 08/17/2018

BILLING INFORMATION				CALCULATION INFORMATION				
Name/Job Title/Classification ¹	Hourly Billing Rates ³			Effective date of hourly rate		Actual or Avg. hourly rate ⁴	% or \$ increase	Hourly range - for classifications only
John Mahoney ** Construction Inspector - Group 2	\$ 156.42	\$ 212.47	\$ 268.52	07/24/2018	06/30/2019	\$ 60.03		Not Applicable
	\$ 161.11	\$ 218.85	\$ 276.57	07/01/2019	06/30/2020	\$ 61.83	3.0%	
	\$ 165.93	\$ 225.42	\$ 284.85	07/01/2020	06/30/2021	\$ 63.68	3.0%	
	\$ 170.91	\$ 232.19	\$ 293.40	07/01/2021	06/30/2022	\$ 65.59	3.0%	
	\$ 176.04	\$ 239.15	\$ 302.21	07/01/2022	06/30/2023	\$ 67.56	3.0%	
non-exempt prevailing wage DAY	\$ 176.04	\$ 239.15	\$ 302.21	07/01/2022	06/30/2023	\$ 67.56	3.0%	
John Mahoney ** Construction Inspector - Group 2	\$ 170.44	\$ 233.49	\$ 296.55	07/24/2018	06/30/2019	\$ 65.41		Not Applicable
	\$ 175.54	\$ 240.50	\$ 305.44	07/01/2019	06/30/2020	\$ 67.37	3.0%	
	\$ 180.81	\$ 247.72	\$ 314.61	07/01/2020	06/30/2021	\$ 69.39	3.0%	
	\$ 186.23	\$ 255.15	\$ 324.04	07/01/2021	06/30/2022	\$ 71.47	3.0%	
	\$ 191.80	\$ 262.81	\$ 333.76	07/01/2022	06/30/2023	\$ 73.61	3.0%	
non-exempt prevailing wage NIGHT	\$ 191.80	\$ 262.81	\$ 333.76	07/01/2022	06/30/2023	\$ 73.61	3.0%	
Ed Palma ** Construction Inspector - Group 2	\$ 167.99	\$ 224.04	\$ 280.08	07/24/2018	06/30/2019	\$ 64.47		Not Applicable
	\$ 173.02	\$ 230.76	\$ 288.47	07/01/2019	06/30/2020	\$ 66.40	3.0%	
	\$ 178.20	\$ 237.69	\$ 297.13	07/01/2020	06/30/2021	\$ 68.39	3.0%	
	\$ 183.54	\$ 244.83	\$ 306.04	07/01/2021	06/30/2022	\$ 70.44	3.0%	
	\$ 189.04	\$ 252.18	\$ 315.21	07/01/2022	06/30/2023	\$ 72.55	3.0%	
non-exempt prevailing wage DAY	\$ 189.04	\$ 252.18	\$ 315.21	07/01/2022	06/30/2023	\$ 72.55	3.0%	
Ed Palma ** Construction Inspector - Group 2	\$ 182.01	\$ 245.06	\$ 308.12	07/24/2018	06/30/2019	\$ 69.85		Not Applicable
	\$ 187.48	\$ 252.41	\$ 317.37	07/01/2019	06/30/2020	\$ 71.95	3.0%	
	\$ 193.11	\$ 259.99	\$ 326.88	07/01/2020	06/30/2021	\$ 74.11	3.0%	
	\$ 198.89	\$ 267.79	\$ 336.68	07/01/2021	06/30/2022	\$ 76.33	3.0%	
	\$ 204.86	\$ 275.81	\$ 346.79	07/01/2022	06/30/2023	\$ 78.62	3.0%	
non-exempt prevailing wage NIGHT	\$ 204.86	\$ 275.81	\$ 346.79	07/01/2022	06/30/2023	\$ 78.62	3.0%	
Ron Rasmussen ** Construction Inspector - Group 2	\$ 152.80	\$ 208.85	\$ 264.89	07/24/2018	06/30/2019	\$ 58.64		Not Applicable
	\$ 157.38	\$ 215.10	\$ 272.84	07/01/2019	06/30/2020	\$ 60.40	3.0%	
	\$ 162.10	\$ 221.56	\$ 281.02	07/01/2020	06/30/2021	\$ 62.21	3.0%	
	\$ 166.97	\$ 228.21	\$ 289.46	07/01/2021	06/30/2022	\$ 64.08	3.0%	
	\$ 171.97	\$ 235.06	\$ 298.14	07/01/2022	06/30/2023	\$ 66.00	3.0%	
non-exempt prevailing wage DAY	\$ 171.97	\$ 235.06	\$ 298.14	07/01/2022	06/30/2023	\$ 66.00	3.0%	
Ron Rasmussen ** Construction Inspector - Group 2	\$ 166.82	\$ 229.87	\$ 292.93	07/24/2018	06/30/2019	\$ 64.02		Not Applicable
	\$ 171.82	\$ 236.78	\$ 301.71	07/01/2019	06/30/2020	\$ 65.94	3.0%	
	\$ 176.98	\$ 243.89	\$ 310.75	07/01/2020	06/30/2021	\$ 67.92	3.0%	
	\$ 182.29	\$ 251.21	\$ 320.08	07/01/2021	06/30/2022	\$ 69.96	3.0%	
	\$ 187.77	\$ 258.74	\$ 329.70	07/01/2022	06/30/2023	\$ 72.06	3.0%	
non-exempt prevailing wage NIGHT	\$ 187.77	\$ 258.74	\$ 329.70	07/01/2022	06/30/2023	\$ 72.06	3.0%	

NOTES:

- 1. Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- 2. The cost proposal format shall not be amended.
- 3. Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.

For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

Rates are based on DIR Prevailing Wage Determination NC-63-3-9-2018-1.

Rates shown are for FWHA (federal transporation) funded projects only. For non-federally funded projects, VC&A will adjust ICR and hourly bill rates to reflect Gross OH.

EXHIBIT B

EXHIBIT 10-H2 COST PROPOSAL | CITY OF RANCHO CORDOVA, DEPT OF PUBLIC WORKS | ON-CALL CONSTRUCTION MANAGEMENT SERVICES

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant Vali Cooper & Associates, Inc.

☐ Prime Consultant

☒ Subconsultant

Project No. TBD (FHWA funded)

Contract No. TBD

Date 08/17/2018

SCHEDULE OF OTHER DIRECT COST ITEMS				
Description of Item	Quantity	Unit	Unit Cost	Total
Per Diem			NC	\$ -
Company Vehicles			NC	\$ -
Personal Vehicles (mileage)		mile	IRS Rate	\$ -
FCCM *		% Labor	0.04%	\$ -
* Facilities Capital Cost of Money (FCCM) will be billed as an Other Direct Cost based on the sum of actual hourly rates (AHR) of each employee (Emp) and the number of monthly hours billed (MHB) multiplied by the FCCM				\$ -
				\$ -
				\$ -
Subconsultant 1:				\$ -
Subconsultant 2:				\$ -
Subconsultant 3:				\$ -
Subconsultant 4:				\$ -
Subconsultant 5:				\$ -

IMPORTANT NOTES:

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

EXHIBIT 10-H2 COST PROPOSAL | CITY OF RANCHO CORDOVA, DEPT OF PUBLIC WORKS | ON-CALL CONSTRUCTION MANAGEMENT**Certification of Direct Costs:**

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

7. Generally Accepted Accounting Principles (GAAP)
8. Terms and conditions of the contract
9. [Title 23 United States Code Section 112](#) - Letting of Contracts
10. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
11. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
12. [48 Code of Federal Regulations Part 9904](#) - Cost Accounting Standards Board (when applicable)

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

Prime Consultant or Subconsultant Certifying:

Name:	Marian Ross	Title *:	CFO
Signature:		Date of Certification (mm/dd/yyyy):	8/3/2018
Email:	marian.ross@valicooper.com	Phone Number:	510.446.8301
Address:	1850 Gateway Blvd., Ste. 1000, Concord, CA 94520		

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

List services the consultant is providing under the proposed contract:

As needed construction management and construction inspection services.

CITY OF RANCHO CORDOVA | PRE-QUALIFIED LIST OF CONSULTANTS FOR CONSTRUCTION MANAGEMENT SERVICES

EXHIBIT 10-H2 COST PROPOSAL | SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

EXHIBIT B

Note: Mark-ups are Not Allowed

Consultant

Geocon Consultants, Inc.

☐ Prime Consultant

☒ Subconsultant

☐ 2nd Tier Subconsultant

Project No.

Contract No.

Participation Amount \$

Date

08/08/2018

For Combined Rate										
Fringe Benefit %	36.50%	+	Overhead %	78.00%	+	General Administration %	69.52%	=	Combined ICR %	184.02%
OR										
For Home Office Rate										
Fringe Benefit %		+	Overhead %		+	General Administration %		=	Home Office ICR %	0.00%
For Field Office Rate										
Fringe Benefit %		+	Overhead %		+	General Administration %		=	Field Office ICR %	0.00%

FEE % = 10.0%

Escalation % = 3.0%

BILLING INFORMATION				CALCULATION INFORMATION					
Name/Job Title/Classification ¹		Hourly Billing Rates ³			Effective date of hourly rate		Actual or Avg. hourly rate ⁴	% or \$ increase	Hourly range - for classifications only
*Zorne, Brake Principal Engineer (exempt) (non-prevailing wage)		\$ 187.45	\$ 187.45	\$ 187.45	10/01/2018	06/30/2019	\$ 60.00		Not Applicable
		\$ 193.08	\$ 193.08	\$ 193.08	07/01/2019	06/30/2020	\$ 61.80	3.0%	
		\$ 198.86	\$ 198.86	\$ 198.86	07/01/2020	06/30/2021	\$ 63.65	3.0%	
		\$ 204.82	\$ 204.82	\$ 204.82	07/01/2021	06/30/2022	\$ 65.56	3.0%	
		\$ 210.98	\$ 210.98	\$ 210.98	07/01/2022	06/30/2023	\$ 67.53	3.0%	
*Loutzenhiser, Staff Senior Engineer (non-exempt) (non-prevailing wage)		\$ 159.34	\$ 239.00	\$ 318.67	10/01/2018	06/30/2019	\$ 51.00		Not Applicable
		\$ 164.12	\$ 246.17	\$ 328.23	07/01/2019	06/30/2020	\$ 52.53	3.0%	
		\$ 169.05	\$ 253.58	\$ 338.10	07/01/2020	06/30/2021	\$ 54.11	3.0%	
		\$ 174.11	\$ 261.17	\$ 348.23	07/01/2021	06/30/2022	\$ 55.73	3.0%	
		\$ 179.33	\$ 269.00	\$ 358.66	07/01/2022	06/30/2023	\$ 57.40	3.0%	
*Church, Dixon, Pfeiffer, Staff Project Engineer (non-exempt) (non-prevailing wage)		\$ 115.60	\$ 173.39	\$ 231.19	10/01/2018	06/30/2019	\$ 37.00		Not Applicable
		\$ 119.06	\$ 178.60	\$ 238.13	07/01/2019	06/30/2020	\$ 38.11	3.0%	
		\$ 122.63	\$ 183.94	\$ 245.25	07/01/2020	06/30/2021	\$ 39.25	3.0%	
		\$ 126.31	\$ 189.47	\$ 252.62	07/01/2021	06/30/2022	\$ 40.43	3.0%	
		\$ 130.09	\$ 195.14	\$ 260.19	07/01/2022	06/30/2023	\$ 41.64	3.0%	
Repking Laboratory Manager (non-exempt) (non-prevailing wage)		\$ 109.35	\$ 164.02	\$ 218.70	10/01/2018	06/30/2019	\$ 35.00		Not Applicable
		\$ 112.63	\$ 168.94	\$ 225.26	07/01/2019	06/30/2020	\$ 36.05	3.0%	
		\$ 116.00	\$ 174.00	\$ 232.00	07/01/2020	06/30/2021	\$ 37.13	3.0%	
		\$ 119.47	\$ 179.21	\$ 238.94	07/01/2021	06/30/2022	\$ 38.24	3.0%	
		\$ 123.06	\$ 184.59	\$ 246.13	07/01/2022	06/30/2023	\$ 39.39	3.0%	
Fernandez, Guardado, Kanaan, Hendersen, Staff Staff Engineer (non-exempt) (non-prevailing wage)		\$ 81.23	\$ 121.84	\$ 162.46	10/01/2018	06/30/2019	\$ 26.00		Not Applicable
		\$ 83.67	\$ 125.50	\$ 167.33	07/01/2019	06/30/2020	\$ 26.78	3.0%	
		\$ 86.17	\$ 129.25	\$ 172.33	07/01/2020	06/30/2021	\$ 27.58	3.0%	
		\$ 88.76	\$ 133.14	\$ 177.52	07/01/2021	06/30/2022	\$ 28.41	3.0%	
		\$ 91.41	\$ 137.12	\$ 182.83	07/01/2022	06/30/2023	\$ 29.26	3.0%	

AGENDA ITEM 13.2

Notes:
3: Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
The cost proposal format shall not be amended.
Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.
For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

CITY OF RANCHO CORDOVA | PRE-QUALIFIED LIST OF CONSULTANTS FOR CONSTRUCTION MANAGEMENT SERVICES

EXHIBIT B

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

 Consultant Geocon Consultants, Inc. Project No. _____ Contract No. _____ Date 08/08/2018

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ³			Effective date of hourly rate		Actual or Avg. hourly rate ⁴	% or \$ increase	Hourly range - for classifications only
**Baumbach, Staff Materials Tester - Group 2 (non-exempt) (prevailing wage)	\$ 134.40	\$ 201.61	\$ 268.81	10/01/2018	06/30/2019	\$ 43.02		Not Applicable
	\$ 138.43	\$ 207.65	\$ 276.87	07/01/2019	06/30/2020	\$ 44.31	3.0%	
	\$ 142.59	\$ 213.88	\$ 285.18	07/01/2020	06/30/2021	\$ 45.64	3.0%	
	\$ 146.87	\$ 220.30	\$ 293.74	07/01/2021	06/30/2022	\$ 47.01	3.0%	
	\$ 151.27	\$ 226.91	\$ 302.55	07/01/2022	06/30/2023	\$ 48.42	3.0%	
**Dail, Albus, Leisure, Taber, Staff Materials Tester - Group 3 (non-exempt) (prevailing wage)	\$ 115.22	\$ 172.83	\$ 230.44	10/01/2018	06/30/2019	\$ 36.88		Not Applicable
	\$ 118.69	\$ 178.03	\$ 237.38	07/01/2019	06/30/2020	\$ 37.99	3.0%	
	\$ 122.25	\$ 183.38	\$ 244.50	07/01/2020	06/30/2021	\$ 39.13	3.0%	
	\$ 125.91	\$ 188.86	\$ 251.81	07/01/2021	06/30/2022	\$ 40.30	3.0%	
	\$ 129.69	\$ 194.53	\$ 259.37	07/01/2022	06/30/2023	\$ 41.51	3.0%	
**Englund, Staff Materials Tester - Group 4 (non-exempt) (prevailing wage)	\$ 98.88	\$ 148.32	\$ 197.76	10/01/2018	06/30/2019	\$ 31.65		Not Applicable
	\$ 101.85	\$ 152.77	\$ 203.70	07/01/2019	06/30/2020	\$ 32.60	3.0%	
	\$ 104.91	\$ 157.37	\$ 209.82	07/01/2020	06/30/2021	\$ 33.58	3.0%	
	\$ 108.07	\$ 162.10	\$ 216.13	07/01/2021	06/30/2022	\$ 34.59	3.0%	
	\$ 111.32	\$ 166.97	\$ 222.63	07/01/2022	06/30/2023	\$ 35.63	3.0%	
Hoover, Staff Laboratory Technician (non-exempt) (non-prevailing wage)	\$ 46.86	\$ 70.29	\$ 93.73	10/01/2018	06/30/2019	\$ 15.00		Not Applicable
	\$ 48.27	\$ 72.40	\$ 96.54	07/01/2019	06/30/2020	\$ 15.45	3.0%	
	\$ 49.71	\$ 74.56	\$ 99.41	07/01/2020	06/30/2021	\$ 15.91	3.0%	
	\$ 51.21	\$ 76.81	\$ 102.41	07/01/2021	06/30/2022	\$ 16.39	3.0%	
	\$ 52.74	\$ 79.11	\$ 105.47	07/01/2022	06/30/2023	\$ 16.88	3.0%	
Boeschen, Staff Word Processing (non-exempt) (non-prevailing wage)	\$ 79.67	\$ 119.50	\$ 159.34	10/01/2018	06/30/2019	\$ 25.50		Not Applicable
	\$ 82.07	\$ 123.11	\$ 164.15	07/01/2019	06/30/2020	\$ 26.27	3.0%	
	\$ 84.54	\$ 126.81	\$ 169.08	07/01/2020	06/30/2021	\$ 27.06	3.0%	
	\$ 87.07	\$ 130.61	\$ 174.14	07/01/2021	06/30/2022	\$ 27.87	3.0%	
	\$ 89.70	\$ 134.54	\$ 179.39	07/01/2022	06/30/2023	\$ 28.71	3.0%	

NOTES:

- Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended.
- Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.
- For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

EXHIBIT 10-H2 COST PROPOSAL | CITY OF RANCHO CORDOVA | PRE-QUALIFIED LIST OF FOR CONSTRUCTION MANAGEMENT

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

7. Generally Accepted Accounting Principles (GAAP)
8. Terms and conditions of the contract
9. [Title 23 United States Code Section 112](#) - Letting of Contracts
10. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
11. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
12. [48 Code of Federal Regulations Part 9904](#) - Cost Accounting Standards Board (when applicable)

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

Prime Consultant or Subconsultant Certifying:

Name:	Jeremy Zorne, PE, GE	Title *:	Vice President Senior Engineer
Signature:		Date of Certification (mm/dd/yyyy):	8/8/2018
Email:	zorne@geoconinc.com	Phone Number:	916.852.9118
Address:	3160 Gold Valley Drive, Suite 800, Rancho Cordova, CA 95742		

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

List services the consultant is providing under the proposed contract:

Materials testing and special inspection



2018 SCHEDULE OF FEES

PROFESSIONAL SERVICES

Engineering Assistant/Laboratory Technician	\$80/hr.
Engineering Field Technician/Special Inspector I	75/\$100(PW)*/hr.
Engineering Field Technician/Special Inspector II	85/110(PW)*/hr.
Engineering Field Technician/Special Inspector III	95/120 (PW)*/hr.
Word Processor/Technical Editor	75/hr.
Engineering/Research Assistant/Technical Illustrator.....	90/hr.
Project Coordinator/GIS Specialist	95/hr.
Staff Engineer/Geologist.....	110/hr.
Senior Staff Engineer/Geologist	120/hr.
Project Engineer/Geologist	130/hr.
Senior Project Engineer/Geologist.....	140/hr.
Senior Engineer/Geologist/Geophysicist	160/hr.
Associate Engineer/Geologist.....	185/hr.
Principal Engineer/Geologist/Litigation Support.....	225/hr.
Deposition or Court Appearance.....	400/hr.
Overtime and Saturday Rate	1.5 X Regular Hourly Rate
Sunday and Holiday Rate.....	2 X Regular Hourly Rate
Minimum Professional Fee	\$500/Project
Minimum Field Services Fee (per day or call-out)	2 Hours

*Prevailing Wage (PW) per requirements of California Labor Code §720, et. Seq.

TRAVEL

Personnel	Regular Hourly Rate
Subsistence (Per Diem).....	\$150/day
Vehicle Mileage	0.75/mile

EQUIPMENT & ANALYTICAL TESTS

Nuclear Gauge	Included in Technician hourly Rate	Level D PPE/Decon Rinse Equipment	\$50/day
Pick-up Truck	\$125/day	pH/Conductivity/Temperature Meter	50/day
Equipment Truck	200/day	55-gallon drum	55/ea.
Direct-Push Rig/Operator	165/190(PW)*/hr	TPHg/BTEX (EPA 8015M/8021B)	70/ea.
Direct-Push Sample Liner	10/ea.	TPHg/BTEX/MTBE (EPA 8015M/8260B)	100/ea.
Equipment Trailer	100/day	TPHd/TPHmo (EPA 8015M)	75/ea.
Wenner 4-Pin Earth Resistivity Meter	150/day	Fuel Oxygenate Compounds (EPA 8260B)	110/ea.
Coring Machine (concrete, asphalt, masonry).....	175/day	Volatile Organic Compounds (EPA 8260B)	150/ea.
Dynamic Cone Penetrometer	200/day	Semi-Volatile Organic Compounds (EPA 8270)	300/ea.
Dilatometer (DMT) Test Equipment.....	800/day	CAM 17 Metals (EPA 6010B)	170/ea.
Generator or Air Compressor.....	100/day	Single Metal (EPA 6010B)	20/ea.
GPS Unit.....	160/day	Pesticides (EPA 8081)	125/ea.
Drive-Tube Sampler or Hand-Augur	40/day	Soil pH (EPA 9045C).....	20/ea.
Soil Sample Tube (Brass or Stainless)	10/ea.	WET or TCLP Extraction	75/ea.
Water Level Indicator	40/day	Sample Compositing	20/composite.
Battery-Powered Pump	75/day	48-hour Turnaround Time	60% surcharge
Photo-Ionization Meter	125/day	24-hour Turnaround Time	100% surcharge

LABORATORY TESTS

COMPACTION CURVES

4-inch mold (D1557/D698)	\$175/ea.
6-inch mold (D1557/D698)	190/ea.
California Impact (CAL216).....	200/ea.
Check Point	85/ea.

SOIL AND AGGREGATE STABILITY

Resistance Value, R-Value (D2844/CAL301)	\$275/ea.
R-Value, Treated (CAL301).....	300/ea.
California Bearing Ratio (D1883).....	175/pt.
Stabilization Ability of Lime (C977).....	180/ea.

SOIL AND AGGREGATE PROPERTIES

#200 Wash (D1140/C117).....	\$60/ea.	Moisture Determination, tube sample (D2216).....	\$20/ea.
Wet Sieve Analysis to #200 (D422/CAL202).....	100/ea.	Moisture Determination and Unit Weight (D2937).....	40/ea.
Hydrometer Analysis (D422).....	150/ea.	Atterberg Limits: Plasticity Index (D4318).....	175/ea.
Sieve Analysis with Hydrometer (D422).....	180/ea.	Sand Equivalent (D2419/CAL217).....	90/ea.
Specific Gravity, Soil (D854).....	70/ea.	pH and Resistivity (CAL643).....	120/ea.
Specific Gravity Coarse Aggregate (C127).....	50/ea.	Sulfate Content (CAL417).....	90/ea.
Specific Gravity Fine Aggregate (C128).....	68/ea.	Chloride Content (CAL422).....	50/ea.
Cut/Extract Shelby Tube.....	50/ea.	Organic Content (D2974).....	50/ea.

SHEAR STRENGTH

Unconfined Compression (D2166).....	\$100/ea.
Direct Shear (D3080) (3pt).....	300/ea.
Unconsolidated-Undrained Triaxial Shear (D2850).....	125/pt.
Unconsolidated-Undrained Triaxial Staged (D2850).....	175/ea.
Consolidated-Undrained Triaxial Shear (D4767).....	300/pt.
Consolidated-Undrained Triaxial Staged (D4767).....	375/ea.
Consolidated-Drained Triaxial Shear (EM1110).....	400/pt.
Consolidated-Drained Triaxial Staged (EM1110).....	500/ea.

PERMEABILITY, CONSOLIDATION AND EXPANSION

Permeability, Flexible Wall (D5084).....	\$265/ea.
Permeability, Rigid Wall (D5856).....	255/ea.
Consolidation (D2435).....	50/pt.
Expansion Index (D4829/UBC 29-2).....	175/ea.

AGGREGATE QUALITY

Sieve Analysis to #200 (C136).....	\$100/ea.
L.A. Rattler Test (500 rev.) (C131).....	185/ea.
Durability Index (D3744/CAL229).....	165/ea.
Fine Aggregate Angularity (CAL 234).....	125/ea.
Flat and Elongated Particles (D4791/CAL 235).....	150/ea.
Percent Crushed Particles (CAL205).....	150/ea.

CONCRETE / MASONRY / REINFORCING STEEL

Compressive Strength, Cast Cylinders (C39).....	\$25/ea.
Compressive Strength, Cores (C42).....	40/ea.
Flexural Strength Beam (C78/C293).....	80/ea.
Splitting Tensile Test (C496).....	69/ea.
Mix Design Review.....	200/ea.
Trial Batch.....	475/ea.
Rebar Tensile / Bend (up to #11/#11 and Larger).....	175/200/ea.
CMU Compressive Strength (C140).....	\$60/ea.
Compressive Strength, Grout (C1019/UBC 21-19).....	25/ea.
Compressive Strength, Mortar (C109/UBC 21-15,16).....	25/ea.
CMU Unit Wt., Dimen., Absorption (C140).....	60/ea.
Compressive Strength, Masonry Prism (C1314).....	115/ea.

HOT MIX ASPHALT

Density, Hveem (D2726/CAL308).....	\$100/pt.
Stabilometer Value (D1560/CAL366).....	175/ea.
Theoretical Max. Specific Gravity (D2041/CAL309).....	175/ea.
Extraction/Sieve Analysis (C136/CAL202).....	150/ea.
HMA Core Unit Weight (D1188/CAL308).....	60/ea.
% Asphalt, Ignition Method (D6307/CAL382).....	100/ea.
% Asphalt, Ignition Calibration (D6307/CAL382).....	200/ea.
% Voids (CAL 367).....	275/ea.

2X surcharge on rush turnaround for laboratory testing*TERMS AND CONDITIONS**

- Listed are typical charges for the services most frequently performed by Geocon. Prices for unlisted services as well as special quotations for programs involving volume work will be provided upon request. Laboratory test prices shown are for laboratory work only, and include reporting of routine results not calling for comments, recommendations or conclusions.
- Sampling and testing is conducted in substantial conformance with the latest applicable or designated specifications of the American Society for Testing and Materials, Caltrans, American Association of State Highway and Transportation Officials, or other pertinent agencies.
- Saturday, night work, and overtime hours are charged at time and one-half; Sundays and holidays at double time. Per diem may apply when location of work dictates.
- Equipment and materials will be billed at cost plus 15%. Outside services including subcontractors and rental of special equipment are billed at cost plus 15%. Hourly services are billed portal to portal from closest office in accordance with the stated hourly rates herein, with a minimum two-hour charge.
- Invoices will be submitted at four-week intervals. Terms of payment are met upon presentation of invoice. Invoices become delinquent thirty (30) days from invoice date and subject to one and one-half percent (1-1/2%) service charge per month, or the maximum rate allowed by law, whichever is lower. If Client objects to all or any portion of any invoice, Client will so notify Geocon in writing within fourteen (14) calendar days of the invoice date, identify the cause of disagreement, and pay that portion of the invoice not in dispute. The parties will immediately make every effort to settle the disputed portion of the invoice. Payment on delinquent invoices will first be applied to accrued interest and then to the principal amount. All time spent and expenses incurred (including any attorney's fees and costs) in connection with collection of any delinquent amount will be paid by Client to Geocon per Geocon's current fee schedule.
- Client and Geocon shall allocate certain of the risks so that, to the fullest extent permitted by law, Geocon's (the term "Geocon" includes Geocon's partners, officers, directors, employees, agents, affiliates, subcontractors and subconsultants) total aggregate liability to Client is limited to the greater of **\$2,000** or the total compensation received from Client by Geocon for services rendered on this project, for any and all of Client's injuries, damages, claims, losses, expenses, or claim expenses arising out of this Agreement from any cause or causes, including attorneys' fees and costs which may be awarded to the prevailing party, and Client agrees to indemnify and hold harmless Geocon from and against all liabilities in excess of the monetary limit established above.
 Client and Geocon shall allocate certain of the other risks so that, to the fullest extent permitted by law, Client shall limit Geocon's total aggregate liability to all third parties, including contractors, subcontractors of all tiers, materialmen, and others involved in Client's project, as well as persons and other entities not involved in the project, to the greater of **\$4,000** or the total compensation received from Client by Geocon for services rendered on this project, for any and all injuries, damages, cause or causes, including attorneys' fees and costs which may be awarded to the prevailing party, and Client agrees to indemnify and hold harmless Geocon from and against all liabilities in excess of the monetary limit established above, including all liability incurred by Geocon for acts, errors, or omissions, pursuant to entering into agreements with third parties on behalf of Client in order to obtain access or entry onto property not owned by Client. Client agrees to notify all contractors and subcontractors of any limitation of Geocon's liability to them, and require them to abide by such limitation for damages suffered by any contractor or subcontractor arising from Geocon's actions or inactions. Neither the contractor nor any subcontractor assumes any liability for damages to others which may arise on account of Geocon's actions or inactions.

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant or Subconsultant:Contract Administrative Services, Inc.

Federal Nos.:

Contract No.:

Date:08/08/2018

Fringe Benefit %0.0000%+Overhead %127.0000%+General Administration %0.0000%=Combined Indirect Cost Rate (ICR) %127.0000%

FEE % =10.0%

Escalation % =3.0%

BILLING INFORMATION				CALCULATION INFORMATION				
Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective date of hourly rate		Actual or Avg. hourly rate ³	% or \$ increase	Hourly range - for classifications only
	Straight	OT (1.5x)	OT (2x)	From	To			
Madeleine Salaber	\$ 124.85	\$ 124.85	\$ 124.85	07/17/2018	06/30/2019	\$ 50.00		Not Applicable
Principal / Labor Compliance Manager	\$ 128.60	\$ 128.60	\$ 128.60	07/01/2019	06/30/2020	\$ 51.50	3.0%	
Exempt Non-Prevailing Wage	\$ 132.45	\$ 132.45	\$ 132.45	07/01/2020	06/30/2021	\$ 53.05	3.0%	
	\$ -	\$ -	\$ -	07/17/2018	06/30/2019	\$ -		Not Applicable
	\$ -	\$ -	\$ -	07/01/2019	06/30/2020	\$ -	3.0%	
	\$ -	\$ -	\$ -	07/01/2020	06/30/2021	\$ -	3.0%	
	\$ -	\$ -	\$ -	07/17/2018	06/30/2019	\$ -		Not Applicable
	\$ -	\$ -	\$ -	07/01/2019	06/30/2020	\$ -	3.0%	
	\$ -	\$ -	\$ -	07/01/2020	06/30/2021	\$ -	3.0%	
DAY	\$ -	\$ -	\$ -	07/17/2018	06/30/2019	\$ -		Not Applicable
	\$ -	\$ -	\$ -	07/01/2019	06/30/2020	\$ -	3.0%	
	\$ -	\$ -	\$ -	07/01/2020	06/30/2021	\$ -	3.0%	
NIGHT	\$ -	\$ -	\$ -	07/17/2018	06/30/2019	\$ -		Not Applicable
	\$ -	\$ -	\$ -	07/01/2019	06/30/2020	\$ -	3.0%	
	\$ -	\$ -	\$ -	07/01/2020	06/30/2021	\$ -	3.0%	

- 1) Names and classifications of consultant (key staff) team members must be listed. Provide separate sheets for prime and all subconsultant firms.
- 2) Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Agreed upon billing rates are not adjustable for the term of the contract.
- 3) For named employees enter the actual hourly rate. For classifications only, enter the average hourly rate for that classification.

NOTES:

- Denote all employees subject to prevailing wage with an asterisks (*)
- For "Other Direct Cost" listing, see page 2 of this Exhibit

NOTES:

1. Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended.
3. Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.
4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

EXHIBIT 10-H2 COST PROPOSAL Page 2 of 3
 SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
 (CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

 Consultant Contract Administrative Services, Inc. ☐ Prime Consultant ☒ Subconsultant

 Project No. _____ Contract No. _____ Date 8/14/18

SCHEDULE OF OTHER DIRECT COST ITEMS (Add additional pages as necessary)				
Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs			\$	\$ N/A
Equipment Rental and Supplies			\$	\$
Permit Fees			\$	\$
Plan Sheets			\$	\$
Test			\$	\$
Vehicle			\$	\$
Subconsultant 1:				\$
Subconsultant 2:				\$
Subconsultant 3:				\$
Subconsultant 4:				\$
Subconsultant 5:				\$

Note: Add additional pages if necessary.

NOTES:

1. List other direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentation.
2. Proposed ODC items should be consistently billed regardless of client and contract type.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
6. Travel related costs should be pre-approved by the contracting agency and shall not exceed current State Department of Personnel Administration rules.

EXHIBIT 10-H2 COST PROPOSAL Page 3 of 3

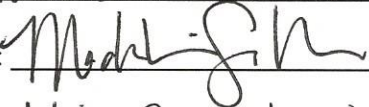
Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

7. Generally Accepted Accounting Principles (GAAP)
8. Terms and conditions of the contract
9. Title 23 United States Code Section 112 - Letting of Contracts
10. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
11. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
12. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

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

Prime Consultant or Subconsultant Certifying:

Name: Madeleine Salaber Title *: President
 Signature:  Date of Certification (mm/dd/yyyy): 08/14/2018
 Email: madeleine@conadservices.com Phone Number: (707) 761-2003
 Address: 180 South First St. Ste. 10 Dixon, CA 95620

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

List services the consultant is providing under the proposed contract:

Labor compliance services.
 Construction administration support.

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

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

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

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

Indirect Cost Rate:

Combined Rate 123.63 % OR

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

Facilities Capital Cost of Money _____ % (if applicable)

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

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

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

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

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

Financial Management System:

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

Our financial management system has the following attributes:

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

Local Assistance Procedures Manual

Exhibit 10-K

Consultant Annual Certification of Indirect Costs and Financial Management System

accounts;

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

Cost Reimbursements on Contracts:

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

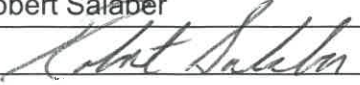
- Sanctions and Penalties - [23 CFR Part 172.11\(c\)\(4\)](#)
- False Claims Act - [Title 31 U.S.C. Sections 3729-3733](#)
- Statements or entries generally - [Title 18 U.S.C. Section 1001](#)
- Major Fraud Act - [Title 18 U.S.C. Section 1031](#)

All A&E Contract Information:

- Total participation amount \$ \$7.0 million on all State and FAHP contracts for Architectural & Engineering services that the consultant received in the last three fiscal periods.
- The number of states in which the consultant does business is 1.
- Years of consultant's experience with 48 CFR Part 31 is 19.
- Audit history of the consultant's current and prior years (if applicable)

☐ Cognizant ICR Audit	☐ Local Gov't ICR Audit	☐ Caltrans ICR Audit
☒ CPA ICR Audit	☐ Federal Gov't ICR Audit	

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

Name**: Robert Salaber
 Signature: 
 Email**: rsalaber@saiservices.com

Title**: President
 Date of Certification (mm/dd/yyyy): 8/17/18
 Phone Number**: 707-249-8808

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

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

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

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

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

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

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

Indirect Cost Rate:

Combined Rate 136.88 % OR

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

Facilities Capital Cost of Money 0.04 % (if applicable)

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

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

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

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

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

Financial Management System:

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

Our financial management system has the following attributes:

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

accounts;

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

Cost Reimbursements on Contracts:

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

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

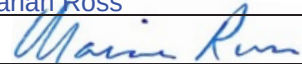
All A&E Contract Information:

- Total participation amount \$ 104.1M on all State and FAHP contracts for Architectural & Engineering services that the consultant received in the last three fiscal periods.
- The number of states in which the consultant does business is two (2).
- Years of consultant's experience with 48 CFR Part 31 is 26.
- Audit history of the consultant's current and prior years (if applicable)
 - ☐ Cognizant ICR Audit
 - ☐ Local Gov't ICR Audit
 - ☐ Caltrans ICR Audit
 - ☒ CPA ICR Audit
 - ☐ Federal Gov't ICR Audit

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

Name**: Marian Ross

Title**: CFO

Signature: 

Date of Certification (mm/dd/yyyy): 08/06/2018

Email**: marian.ross@valicooper.com

Phone Number**: 510.446.8301

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

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

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

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

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

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

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

Indirect Cost Rate:

Combined Rate 184.02 % OR

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

Facilities Capital Cost of Money _____ % (if applicable)

Fiscal period * 12/26/16 to 12/31/17

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

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

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

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

Financial Management System:

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

Our financial management system has the following attributes:

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

accounts;

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

Cost Reimbursements on Contracts:

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

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

All A&E Contract Information:

- Total participation amount \$ 12,000,000.00 on all State and FAHP contracts for Architectural & Engineering services that the consultant received in the last three fiscal periods.
- The number of states in which the consultant does business is 1.
- Years of consultant's experience with 48 CFR Part 31 is 20.
- Audit history of the consultant's current and prior years (if applicable)

☐ Cognizant ICR Audit	☐ Local Gov't ICR Audit	☒ Caltrans ICR Audit
☒ CPA ICR Audit	☐ Federal Gov't ICR Audit	

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

Name**: Jeremy Zorne, PE, GE

Title**: Vice President | Senior Engineer

Signature: 

Date of Certification (mm/dd/yyyy): 08/15/2018

Email**: zorne@geoconinc.com

Phone Number**: 916.852.9118

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

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

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

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

Consultant's Full Legal Name: Madeleine Helene Ceceile Salaber

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

Indirect Cost Rate:

Combined Rate 1.27 % OR

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

Facilities Capital Cost of Money _____ % (if applicable)

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

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

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

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

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

Financial Management System:

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

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Cost Reimbursements on Contracts:

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

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

All A&E Contract Information:

- Total participation amount \$ _____ on all State and FAHP contracts for Architectural & Engineering services that the consultant received in the last three fiscal periods.
- The number of states in which the consultant does business is 1.
- Years of consultant's experience with 48 CFR Part 31 is _____.
- Audit history of the consultant's current and prior years (if applicable)

☐ Cognizant ICR Audit	☐ Local Gov't ICR Audit	☐ Caltrans ICR Audit
☐ CPA ICR Audit	☐ Federal Gov't ICR Audit	

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

Name**: Madeleine Salaber Title**: President, Contract Administrative Services, Inc.
 Signature: [Signature] Date of Certification (mm/dd/yyyy): 08/08/2018
 Email**: madeleine@conadservices.com Phone Number**: (707) 761-2003

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

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

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MEMORANDUM



DATE: December 03, 2018

TO: Honorable Mayor and Council Members

FROM: Albert Stricker, Public Works Director and Ben Chan, Assistant Civil Engineer

SUBJECT: **A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT NO. 209-2018 IN AN AMOUNT NOT TO EXCEED \$875,617.50 WITH MARTIN GENERAL ENGINEERING, INC. TO CONSTRUCT THE FOLSOM BLVD STREETSCAPE IMPROVEMENTS – TIFFANY WEST WAY TO ROD BEAUDRY DRIVE CP14-2139**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of this Resolution will authorize the City Manager to execute Contract No. 209-2018 in an amount not to exceed \$875,617.50 with Martin General Engineering, Inc. to construct the Folsom Blvd Streetscape Improvements – Tiffany West Way to Rod Beaudry Drive CP14-2139.

BACKGROUND

The Folsom Blvd Streetscape Improvements - Tiffany West Way to Rod Beaudry Drive will enhance Folsom Boulevard between Tiffany West Way and Rod Beaudry Drive (Attachment 4). The work to be completed under this contract (Attachment 2) will improve both sides of Folsom Boulevard including the construction of a new 10-foot wide concrete pathway, on-street bicycle lanes, striping, signage and median modifications. This section of Folsom Boulevard was designed and will be constructed separately from other larger phases. This is to accommodate additional environmental and historical analysis that was performed for this section that would have otherwise delayed prompt construction of other phases.

Along with other phases of Folsom Boulevard beautification, this project will make key connections within the center of Rancho Cordova and other destinations, including the library and the future Horn Road light rail station. This phase of improvements will continue the existing theme of enhanced safety, bicycle and pedestrian facilities, and beautification of this historic corridor in the City of Rancho Cordova.

Bids were solicited on the City's website, CIPLIST.com and the Sacramento, Placer and El Dorado County Builders Exchanges on August 28, 2018. Bids for the project were publicly opened on Tuesday, October 2, 2018. A total of seven bids were received. The lowest responsive and responsible bid amount was \$875,617.50. The bid summary sheet is provided as Attachment 3. Staff recommends awarding the construction contract to Martin General Engineering, Inc. and authorizing the City Manager to execute the construction agreement.

This project was approved as part of the City's five-year Capital Improvement Program. This project was reviewed under the requirements of the California Environmental Quality Act (CEQA) at the time City adopted its five-year Capital Improvements Program via Council approval of Resolution 100-2015 on August 3, 2015, and has been determined to be exempt from further review pursuant to CEQA Regulation 15301(c) regarding repairs, maintenance, or minor alterations to "existing facilities," so long as the project only involves negligible or no expansion beyond the current facilities.

FISCAL IMPACT

There is no impact to the City's General Fund. Funding for this project will be through the use of Measure A Funds, as identified in the 2018/2019 CIP Budget.

ATTACHMENTS

1. Resolution
2. Contract No. 209-2018
3. Bid Summary
4. Project Location Map
5. Bid Form

ATTACHMENT 1**CITY OF RANCHO CORDOVA****RESOLUTION NO. XXX-2018**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA,
STATE OF CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE
CONTRACT NO. 209-2018 IN AN AMOUNT NOT TO EXCEED \$875,617.50 WITH MARTIN
GENERAL ENGINEERING, INC. TO CONSTRUCT THE FOLSOM BLVD STREETScape
IMPROVEMENTS – TIFFANY WEST WAY TO ROD BEAUDRY DRIVE**

WHEREAS, the City solicited bids for the Folsom Blvd Streetscape Improvements – Tiffany West Way to Rod Beaudry Drive under the requirements of state law and publicly opened bids on October 2, 2018; and

WHEREAS, the lowest responsive and responsible bidder was Martin General Engineering, Inc.; and

WHEREAS, adoption of this Resolution will award Construction Contract No. 209-2018 with Martin General Engineering, Inc. in an amount not to exceed \$875,617.50 for the Folsom Blvd Streetscape Improvements – Tiffany West Way to Rod Beaudry Drive; and

WHEREAS, the Folsom Blvd Streetscape Improvements – Tiffany West Way to Rod Beaudry Drive project will include construction of new sidewalk, landscaping and irrigation, intersection and signal improvements, installation of decorative street lighting, re-striping of Folsom Blvd, construction of new curb and gutter, construction of new raised/planted medians, and construction of new storm drain and drainage inlets; and

WHEREAS, this project was reviewed under the requirements of the California Environmental Quality Act (CEQA) at the time City adopted its five-year Capital Improvements Program via Council approval of Resolution 100-2015 on August 3, 2015, and has been determined to be exempt from further review pursuant to CEQA Regulation 15301(c) regarding repairs, maintenance, or minor alterations to “existing facilities,” so long as the project only involves negligible or no expansion beyond the current facilities.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does authorize the City Manager to execute Contract No. 209-2018 in an amount not to exceed \$875,617.50 with Martin General Engineering, Inc. and in a form approved by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 3rd day of December, 2018 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTACHMENT 1

Linda Budge, Mayor

ATTEST:

Stacy Leitner, City Clerk

ATTACHMENT 2
CONTRACT NO. 209- 2018

**CONSTRUCTION SERVICES AGREEMENT BETWEEN
THE CITY OF RANCHO CORDOVA AND MARTIN GENERAL ENGINEERING, INC.
FOR THE FOLSOM BLVD STREETScape IMPROVEMENTS – TIFFANY WEST WAY TO
ROD BEAUDRY DRIVE**

THIS AGREEMENT made and entered into between the City of Rancho Cordova ("City") and Martin General Engineering, Inc. ("Contractor") as of December 4, 2018.

W I T N E S S E T H:

WHEREAS, the City Council for the City heretofore caused plans and specifications for Folsom Blvd Streetscape Improvements – Tiffany West Way to Rod Beaudry Drive ("Project") to be prepared, and therefore did approve and adopt said plans and specifications; and

WHEREAS, the City Council for the City did cause to be published for the time and in the manner required by law, a notice inviting sealed bids for the performance of said work; and

WHEREAS, the notice was published on August 28, 2018 on the CIPList.com and the City of Rancho Cordova website ("Notice"); and

WHEREAS, the Contractor, in response to such Notice, submitted to the City Council for the City within the time specified in said Notice, and in the manner provided for therein, a sealed bid for the performance of the Project specified in said plans and specifications, which said bid and proposal, and other bids and proposals submitted in response to said Notice, the City Council opened and canvassed in the manner provided by law; and

WHEREAS, the Contractor was the lowest responsible bidder for the performance of said Project, and said City Council for the City as a result of the canvass of said bids, did determine and declare Contractor to be the lowest responsible bidder for said Project and award to a contract therefore.

NOW THEREFORE, in consideration of the promises herein, it is mutually agreed between the parties hereto as follows:

Section 1. CONTRACT DOCUMENTS. The following documents are by this reference incorporated in and made a part of this Agreement: The County of Sacramento, Standard Construction Specifications dated January 2016; the Special Provisions; the contract drawings, all addenda; the Notice to Contractors; the Proposal; all required bonds; and all supplemental Agreements covering alterations, amendments, or extensions to the contract. The documents which describe the work to be performed are sometimes collectively referred to herein as the Plans and Specifications.

Section 2. SCOPE OF WORK. The Contractor will furnish all labor, materials, services, transportation, appliances, and mechanical workmanship required for Contract No. 209-2018, as provided for and set forth in said Plans and Specifications, or in either of them, which said Plans and Specifications are hereby referred and by such reference incorporated herein and made a part of this Agreement. All of the said work done under this Agreement shall be under the

ATTACHMENT 2
CONTRACT NO. 209- 2018

supervision of and performed to the satisfaction of the Public Works Director of the City of Rancho Cordova who shall have the right to reject any and all materials and supplies furnished by the Contractor which do not comply with the Plans and Specifications, together with the right to require the Contractor to replace any and all work furnished by the Contractor which shall not either in workmanship or material be in strict accordance with the Plans and Specifications.

Section 3. COMPLETION. Said work shall be completed and ready for acceptance.

Section 4. PAYMENT. Attached hereto as Exhibit "A" and by reference made a part hereof, is the bid and proposal of Contractor. Said bid and proposal will contain, as required by the terms of said specifications, the full and complete schedule of the different items with the lump sums or unit prices as so specified. The City agrees in consideration of the work to be performed for the Project herein and subject to the terms and conditions thereof, to pay Contractor all sums of money which may become due to Contractor in accordance with the terms of the aforesaid bid and proposal, and this Agreement, to wit: EIGHT HUNDRED SEVENTY-FIVE THOUSAND, SIX HUNDRED SEVENTEEN DOLLARS AND FIFTY CENTS **(\$875,617.50)**. Said sum shall be paid in accordance with Section 8 of the Standard Specifications. With respect to that portion of the above sum as is based upon the estimated quantities specified for the general scope of the work to be performed herein, actual payment will be based upon the quantities as measured upon completion. No payment made under this Agreement shall be construed to be an acceptance of defective work or improper materials.

Section 5. PREVAILING WAGES. Pursuant to the provisions of Articles 1 and 2 of Chapter 1, Part 7, Division II, of the Labor Code of the State of California, not less than the general prevailing rate of per diem wages, and not less than the general prevailing rate of per diem wages for holidays and overtime work, for each craft, classification or type of worker needed to execute the Project contemplated under this Agreement shall be paid to all workers, laborers and mechanics employed in the execution of said Project by Contractor, or by any subcontractor doing or contracting to do any part of said Project. The appropriate determination of the Director of the California Department of Industrial Relations is filed with, and available for inspection at 2729 Prospect Park Drive, Rancho Cordova, CA 95670, the office of the Clerk of the City. Contractor shall post, at each job site, a copy of such prevailing rate of per diem wages as determined by the Director for the California Department of Industrial Relations.

Section 6. INSURANCE. The Contractor shall carry and maintain during the life of this Agreement, such public liability, property damage and contractual liability, auto, worker's compensation and builders' risk insurance as required by the specifications.

Section 7. WORKERS' COMPENSATION CERTIFICATION. By execution of this Agreement, the Contractor certifies as follows:

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

Section 8. PERFORMANCE AND PAYMENT BONDS. The Contractor shall, before beginning said work for the Project, file two bonds with the City, each made payable to the City. These bonds shall be issued by a surety company authorized to do business in the State of

ATTACHMENT 2
CONTRACT NO. 209- 2018

California, and shall be maintained during the entire life of the Agreement at the expense of the Contractor. One bond shall be in the amount of one hundred percent (100%) of the Agreement and shall guarantee the faithful performance of the Agreement. The second bond shall be the payment bond required by California Civil Code Section 3247 et seq., and shall be in the amount of one hundred percent (100%) of the Agreement. Any alterations made in the specifications which are a part of this Agreement or in any provision of this Agreement shall not operate to release any surety from liability on any bond required hereunder and the consent to make such alterations is hereby given, and any surety on said bonds hereby waives the provisions of California Civil Code Sections 2819 and 2845.

Section 9. INDEMNIFICATION.

- 9.1 Contractor's Performance.** To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless City, its governing Board, officers, directors, agents, employees and volunteers from and against any and all claims, demands, actions, losses, liabilities, damages, and all costs incidental thereto, including cost of defense, settlement, arbitration, and reasonable attorneys' fees arising out of, pertaining to, or resulting from the acts or omissions of anyone else directly or indirectly acting on behalf of the Contractor, or for which the Contractor is legally liable under law, regardless of whether caused in part by a party indemnified hereunder.
- 9.2 No Limitation of Liability for Indemnification.** The indemnities set forth in this Section shall not be limited by the insurance requirements set forth in the Contract.

Section 10. MISCELLANEOUS PROVISIONS.

- 10.1** This Agreement shall bind and inure to the heirs, devisees, assignees, and successors in interest of Contractor and to the successors in interest of Contractor in the same manner as if such parties had been expressly named herein. All times stated herein or in the contract documents are of the essence hereof. As used in this instrument the singular includes the plural, and the masculine includes the feminine and the neuter. This Agreement may create a possessory interest subject to property taxation, and Contractor may be subject to the payment of property taxes levied on such interest.
- 10.2 Contract Administration.** This Agreement shall be administered by Ben Chan ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.
- 10.3 Notices.** Any written notice to Consultant shall be sent to:

Adrian Martin, Vice President
Martin General Engineering, Inc.
12485 Quicksilver Drive
Rancho Cordova, CA 95742
amartin@martingeneral.net

Any written notice to City shall be sent to:
Ben Chan

ATTACHMENT 2
CONTRACT NO. 209- 2018

City of Rancho Cordova
 Department of Public Works
 2729 Prospect Park Drive
 Rancho Cordova, CA 95670

10.4 IRS Form W-9. Contractor shall complete and submit Internal Revenue Service Form W-9 to the City before execution of this Agreement. The City's Finance Director shall have authority to waive this requirement.

IN WITNESS WHEREOF, the City Council and Contractor have caused this Agreement to be executed as of the day and year first above written.

CITY OF RANCHO CORDOVA:

CONTRACTOR:

Cyrus Abhar, City Manager

Adrian Martin, Vice President

 Date

 Date

Attest:

Stacy Leitner, City Clerk

 Date

Approved as to Form:

Adam U. Lindgren, City Attorney

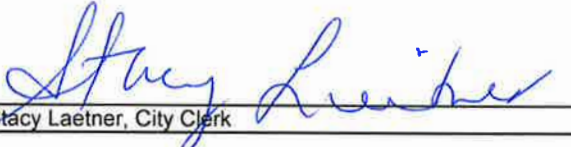
 Date

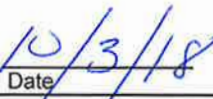


Folsom Blvd Streetscape Improvements - Tiffany Way to Rod Beaudry Drive - CP14-2139 - Check List
Rancho Cordova City Hall
2729 Prospect Park Drive, Rancho Cordova, CA 95670
October 2, 2018 at 2:00 pm

	Contractor	Total Bid Amount	Proposal Signed	Contractors License	DIR Contractors Registration	Equal Employment Opportunity Certification	Public Contract Code	Designation of Subs	Experience Qualifications	Bidder's Bond	Non-Collusion Affidavit	Debarment and Suspension	Addendum 1	Addendum 2
A	Martin General Engineering, Inc	\$875,617.50	X	X	X	X	X	X	X	X	X	X	X	X
B	Martin Brothers Construction	\$965,677.50	X	X	X	X	X	X	X	X	X	X	X	X
C	Sierra National Construction, Inc	\$976,169.00	X	X	X	X	X	X	X	X	X	X	X	X
D	FBD Vanguard Construction, Inc	\$994,400.00	X	X	X	X	X	X	X	X	X	X	X	X
E	Central Valley Engineering & Asphalt, Inc	\$998,314.75	X	X	X	X	X	X	X	X	X	X	X	X
F	B & M Builders	\$1,029,795.90	X	X	X	X	X	X	X	X	X	X	X	X
G	McGuire and Hester	\$1,201,442.00	X	X	X	X	X	X	X	X	X	X	X	X
H														
I														
J														

Attendees:
 Stacy Laetner, City Clerk
 Ben Chan, Public Works
 Quoc Nham, Public Works


 Stacy Laetner, City Clerk


 Date

Folsom Boulevard Streetscape Improvements Tiffany West Way to Rod Beaudry Drive

■ Proposed Project

Other Features

■ Parks and Rec Areas

City Boundary



**Mather Field/Mills
Light Rail Station**



**CITY OF RANCHO CORDOVA
DEPARTMENT OF PUBLIC WORKS**

BID FORM

Project No. CP14-2139

Project: Folsom Blvd Streetscape Improvements – Tiffany Way to Rod Beaudry Drive

SUBMIT BID TO:

City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, CA 95670

BID OPENING:

City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, CA 95670

NO LATER THAN: 2:00 PM
DAY OF BID: September 25, 2018

APPROXIMATELY 2:10 PM.

TO: City Clerk
City of Rancho Cordova

Name of Bidder: Martin General Engineering, Inc.

Business Address: 12485 Quicksilver Drive

City, State, Zip Code: Rancho Cordova, CA 95742

Telephone Number: (9 16) 3 55 - 01

Contact Person: Adrian Martin

The Contractor is encouraged to submit these Bid Forms typed or neatly printed.

CITY OF RANCHO CORDOVA FORMS
CONTRACTORS LICENSE FORM**Project No.** CP14-2139**Project:** Folsom Blvd Streetscape Improvements – Tiffany Way to Rod Beaudry Drive

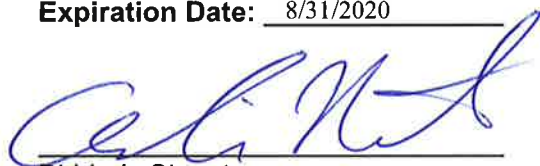
Any person or entity submitting a bid on this project to engage in the business or act in the capacity of a contractor shall be licensed as a contractor in accordance with the provisions of Division 3, Chapter 9 of the California Business and Professions Code. A bid submitted to the City by a contractor who is not licensed as set forth above shall be considered non-responsive and shall be rejected by the City.

Before awarding the contract for this project, the City must verify that the contractor was properly licensed when the contractor submitted his/her bid on this project. In order for the City to verify the license status of a contractor, the contractor, at the time he/she submits his/her bid for the project, shall provide in writing to the City his/her contractor's license number, name on the license, classification, and expiration date of the license.

No bid submitted to the City shall be invalidated by the failure of the bidder to be licensed in accordance with the laws of this state. However, at the time the contract is awarded, the contractor shall be properly licensed in accordance with the laws of this state. The first payment for work or material under any contract shall not be made unless and until the Registrar of Contractors verifies to the City that the records of the Contractors' State License Board indicate that the contractor was properly licensed at the time the contract was awarded. Any bidder or contractor not so licensed shall be subject to all legal penalties imposed by law, including, but not limited to, any appropriate disciplinary action by the Contractors' State License Board. Failure of the bidder to obtain proper and adequate licensing for an award of a contract shall constitute a failure to execute the contract and shall result in the forfeiture of the security of the bidder.

CERTIFICATION

In accordance with the Business and Professions Code, we do hereby, under Penalty of Perjury, certify that the following contractor's license information is true and correct.

Contractor's License No. 844279**Expiration Date:** 8/31/2020**Contractor's Classification:** A, C13Martin General Engineering, Inc.
Contractor's Name (Printed)
Bidder's Signature
(Same signature as on Bid Proposal)10/2/2018
DateAdrian Martin
Bidder's Name (Printed)Vice President
Bidder's Title

CITY OF RANCHO CORDOVA FORMS
DEPARTMENT OF INDUSTRIAL RELATIONS
CONTRACTORS REGISTRATION FORM

Project No. CP14-2139

Project: Folsom Blvd Streetscape Improvements – Tiffany Way to Rod Beaudry Drive

Any person or entity submitting a bid on this project to engage in the business or act in the capacity of a contractor shall register as a contractor in accordance with the provisions of the Department of Industrial Relations (DIR). A bid submitted to the City by a contractor who is not registered as set forth above shall be considered non-responsive and shall be rejected by the City.

Before awarding the contract for this project, the City must verify that the contractor was properly registered when the contractor submitted his/her bid on this project. In order for the City to verify the registration status of a contractor, the contractor, at the time he/she submits his/her bid for the project, shall provide in writing to the City his/her contractor's registration number, name on the registration, and expiration date of the registration.

No bid submitted to the City shall be invalidated by the failure of the bidder to be registered in accordance with the laws of this state. However, at the time the contract is awarded, the contractor shall be properly licensed in accordance with the laws of this state. Any bidder or contractor not so registered shall be subject to all legal penalties imposed by law, including, but not limited to, any appropriate disciplinary action by the DIR. Failure of the bidder to obtain proper and adequate registration for an award of a contract shall constitute a failure to execute the contract and shall result in the forfeiture of the security of the bidder.

CERTIFICATION

In accordance with the DIR, we do hereby, under Penalty of Perjury, certify that the following contractor's registration information is true and correct.

Contractor's Registration No. 1000001824

Expiration Date: 6/30/19

Subcontractor's Registration No. 1000002783

Expiration Date: 6-30-19

Subcontractor's Registration No. 1000001214

Expiration Date: 6-1-19

Subcontractor's Registration No. 1000004143

Expiration Date: 6-30-19

Subcontractor's Registration No. 1000008493

Expiration Date: 6-30-19

" " " 1000000188

" " " 6-30-19

Martin General Engineering, Inc.

Contractor's Name (Printed)
(Same signature as on Bid Proposal)


Bidder's Signature

10/2/2018
Date

Adrian Martin
Bidder's Name (Printed)

Vice President
Bidder's Title

BID SCHEDULE

The following quantities are approximate only and are given for the purpose of comparing proposals. The City does not expressly or by implication agree that the actual amount of work will correspond with quantities given herein, but reserves the right to increase or decrease the amount of any class or portion of the work as may be deemed necessary or advisable by the Director of Public Works. Payment will be based upon the actual quantities installed or constructed, unless otherwise specified.

FOLSOM BLVD STREETScape IMPROVEMENTS TIFFANY WAY TO ROD BEAUDRY DRIVE CITY PROJECT NO: CP14-2139					
CITY OF RANCHO CORDOVA					
BID SCHEDULE					
Item NO.	Item Description	Quantity	Unit	Unit Price	Amount
1	Construction Site Management	1	LS	16,000-	16,000-
2	Water Pollution Control	1	LS	14,000-	14,000-
3	Traffic Control Plan	1	LS	42,000-	42,000-
4	Construction Area Signs	1	LS	4,500-	4,500-
5	Construction Staking	1	LS	6,000-	6,000-
6	Erosion Control	2,200	SF	1.80	3,960-
7	Tree Protection	5	EA	Am 625-	3,125-
8	Clearing and Grubbing {F}	0.3	ACRE	31,000-	9,300-
9	Remove Tree	6	EA	1,400-	8,400-
10	Remove Concrete	3290	SF	5.85	19,246.50
11	Remove Concrete (Pavement Section)	940	SF	11.95	11,233-
12	Roadway Excavation	520	CY	175-	91,000-
13	Roadway Excavation (Digouts)	35	CY	370-	12,950-
14	Roadway Excavation (Type ADL)	15	CY	270-	4,050-
15	Unsuitable Material Excavation and Replacement (Contingency)	100	CY	330-	33,000-
16	Cold Plane Asphalt Concrete Pavement (2")	25000	SF	.60	15,000-
17	Imported Borrow	140	CY	135-	18,900-
18	Class 2 Aggregate Base	290	CY	155-	44,950-
19	Hot Mix Asphalt, Type A	560	TON	160-	89,600-
20	Hot Mix Asphalt, Type A (Leveling Course)	220	TON	172-	37,840-
21	PCC Curb and Gutter Type 2	480	LF	38-	18,240-
22	PCC Curb and Gutter Type 2 (reinforced)	330	LF	40-	13,200-

23	PCC Curb Type 3	130	LF	37-	4,810-
24	PCC Curb Type 4	870	LF	22-	19,140-
25	PCC Curb Ramp	1	EA	5,100-	5,100-
26	PCC Sidewalk	6680	SF	7-	46,760-
27	PCC Driveway	490	SF	9.20	4,508-
28	Thermoplastic Traffic Stripe	2,680	LF	3.05	8,174-
29	Thermoplastic Pavement Markings	50	SF	13.50	675-
30	Pavement Markers	80	EA	5.60	448-
31	Object Marker (Type K-1)	1	EA	85-	85-
32	Install Roadside Sign	2	EA	305-	610-
33	Remove Roadside Sign	1	EA	170-	170-
34	Relocate Roadside Sign	3	EA	200-	600-
35	Concrete Cap	65	LF	42-	2,730-
36	Storm Drain Pipe (12" RCP)	65	LF	200-	13,000-
37	Remodel Sanitary Sewer Manhole	1	EA	10,000-	10,000-
38	Drop Inlet, Type B	1	EA	3,500-	3,500-
39	Sidewalk Underdrain	1	EA	900-	900-
40	Adjust Manhole to Grade	3	EA	1,300-	3,900-
41	Stamped and Colored Concrete Median Paving	830	SF	22-	18,260-
42	Imported Topsoil	160	CY	69-	11,040-
43	Irrigation System	2,070	SF	12.50	25,875-
44	Soil Preparation	2,070	SF	1.20	2,484-
45	Root Control Barrier	240	LF	14.50	3,480-
46	Trees (36" Box)	7	EA	777-	5,439-
47	Trees (15 Gallon)	5	EA	111-	555-
48	Shrub / Groundcover (5 gallon)	118	EA	30-	3,540-
49	Mulch (3" depth)	20	CY	72-	1,440-
50	Landscape Maintenance Period (90 days)	1	LS	3,400-	3,400-
51	Street Lighting, Signals, and Electrical System	1	LS	135,000-	135,000-
52	Contaminated Soil to Transport and Dispose	30	TON	150-	4,500-
53	Mobilization	1	LS	19,000-	19,000-
	TOTAL OF BID PRICE \$	875,617.50			
	TOTAL BASE BID PRICE IN WORDS	Eight Hundred Seventy Five Thousand Six Hundred Seventeen 50/100 dollars			

(F) Final Pay Quantity

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder Martin General Engineering, Inc., proposed subcontractors Sierra Pacific Mining, Aero Pacific, Burrell Survey, Pacific Excavation, Van Nuys Const., hereby certifies that he has ☒ has not ☐ participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

PUBLIC CONTRACT CODE**PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT**

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has _____, has not X been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

In conformance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes _____ No X

If the answer is yes, explain the circumstances in the following space.

PUBLIC CONTRACT CODE 10232 STATEMENT

In conformance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

Note: The above Statement and Questionnaire are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Initial AM

DESIGNATION OF SUBCONTRACTORS

In compliance with the provisions of Section 4100-4114 of the Public Contracts Code of the State of California, and any amendments thereof, each Bidder shall set forth below the name and location of the place of business of each Subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work or improvement to be performed under these specifications in excess of one-half of one percent (0.5%) of the prime Contractor's total bid or ten thousand dollars (\$10,000.00) whichever is greater. The prime Contractor shall list the portion of the work which will be done by such Subcontractor.

If the Contractor fails to specify a Subcontractor for any portion of the work to be performed under the Contract, the Contractor shall be deemed to have agreed to perform such portion itself, and the Contractor shall not be permitted to subcontract that portion of the work except under the conditions allowed by applicable law.

SUBCONTRACTOR (Name & Location)	PORTION OF WORK	ESTIMATED DOLLAR AMOUNT
MERCO PACIFIC, INC RANCHO CORDOVA, CA 95670	Landscape	\$50,676.00
SIEREN TRAFFIC MARKINGS ROSEVILLE, CA 95747	Striping	\$12,670.00
PACIFIC EXCAVATION ELK GROVE, CA 95624	Electrical	\$124,625.00
SURRELL CONSULTING GROUP ROSEVILLE, CA 95678	Survey	\$5,000.00
FBI VANGUARD CONST. LIVERMORE, CA 94550	Concrete	\$116,770.00

Martin General Engineering, Inc.
Contractor's Name (Printed)

10/2/2018
Date


Bidder's Signature
(same signature as on Bid Proposal)

Adrian Martin
Bidder's Name (Printed)

Vice President
Bidder's Title

EXPERIENCE/QUALIFICATIONS STATEMENT

The Bidder has been engaged in the contracting business, under the present business name for 14 years. Experience in work of a nature similar to that covered in the proposal extends over a period of 35+ years.

The Bidder, as a Contractor, has never failed to satisfactorily complete a Contract awarded to it, except as follows:

The following contracts have been satisfactorily completed in the last three (3) years for the persons, firm or authority indicated, and to whom reference is made:

Year	Type of Work	Contract Amount	Owner/Agency Whom Work Performed for was
	SEE ATTACHED!		

The following is a list of plant and equipment owned by the Bidder, which is definitely available for use on the proposed work as required.

Quantity	Name, Type and Capacity	Condition	Location
	SEE ATTACHED!		

COPY AND ATTACH ADDITIONAL SHEETS AS NECESSARY

Martin General Engineering, Inc.
Contractor's Name (Printed)

10/2/2018
Date


Bidder's Signature
(same signature as on Bid Proposal)

Adrian Martin
Bidder's Name (Printed)

Vice President
Bidder's Title



Martin General Engineering, Inc.
 12485 Quicksilver Drive
 Rancho Cordova, CA 95742
 916-355-8101 Phone
 916-355-8108 Fax

Recent Public Works Projects

Project Name: **Bella Vista High School Science Building**
 Location: Fair Oaks, CA
 Prime: McCarthy Building Companies
 Prime Contact: Desteny Horta – (408) 393-4285
 Owner: San Juan Unified School District
 Owner Contact: Desteny Horta – (408) 393-4285
 Engineer/Architect: Warren Consulting Engineers, Inc.
 Engineer/Architect
 Contact: Thomas Fassbender – (916) 985-1870
 Construction
 Manager: McCarthy Building Companies
 Construction
 Manager Contact: Desteny Horta – (408) 393-4285
 Type of Work: Earthwork, grading, paving
 Contract amount +
 Change orders: \$474,236.00
 Scheduled
 Completion: 11/11/2017
 Extensions: N/A
 Actual Completion: 11/11/2017

Project Name: **Kohler Elementary School Project**
 Location: North Highlands, CA
 Prime: Martin General Engineering, Inc.
 Prime Contact: Lee Rodriguez – (916) 355-8101
 Owner: Twin Rivers Unified School District
 Owner Contact: Debbie Gordon – (916) 566-1618 - debbie.gordon@twinriversusd.org
 Engineer/Architect: Warren Consulting Engineers
 Engineer/Architect
 Contact: Anthony Tassano – (916) 985-1870
 Construction
 Manager: Twin Rivers Unified School District
 Construction
 Manager Contact: Debbie Gordon – (916) 566-1618 - debbie.gordon@twinriversusd.org
 Type of Work: Demo, Grading, Underground, Fence, Concrete, Landscape, Irrigation, Asphalt,
 Contract amount +
 Change orders: Striping
 Scheduled
 Completion: \$1,316,400
 Extensions: 8/8/2016
 Actual Completion: 151 working days
 4/11/2017

Project Name: **Sunrise Boulevard/Sayonara Drive Drainage Project**
 Location: Carmichael, CA
 Prime: Martin General Engineering, Inc.
 Prime Contact: Adrian Martin – (916) 355-8101
 Owner: City of Citrus Heights
 Owner Contact: Kelly Cunningham – (916) 727-4770
 Engineer/Architect: City of Citrus Heights
 Engineer/Architect Contact: Chris Fallbeck – (916) 727-4770 - cfallbeck@citrusheights.net
 Construction Manager: City of Citrus Heights
 Construction Manager Contact: Chris Fallbeck – (916) 727-4770 - cfallbeck@citrusheights.net
 Type of Work: Underground, paving, slurry
 Contract amount + Change orders: \$212,200.00
 Scheduled Completion: 9/6/2017
 Extensions: 28 working days
 Actual Completion: 10/16/2017

Project Name: **Grant Union High School Aquatic Complex**
 Location: Sacramento, CA
 Prime: Martin General Engineering, Inc.
 Prime Contact: Adrian Martin – (916) 355-8101
 Owner: Twin Rivers Unified School District
 Owner Contact: Debbie Gordon – (916) 566-1618 - debbie.gordon@twinriversusd.org
 Engineer/Architect: Arch-Pac
 Engineer/Architect Contact: Kenneth Paul Moeller – (760) 734-1600
 Construction Manager: Bobo Construction, Inc.
 Construction Manager Contact: Chris Baker – (916) 383-7777
 Type of Work: Paving, grading, underground, concrete
 Contract amount + Change orders: \$489,488.00
 Scheduled Completion: 7/10/2016
 Extensions: 138 working days
 Actual Completion: 1/18/2017

Project Name: **Mercantile Drive Pavement Rehabilitation**
 Location: Rancho Cordova, CA
 Prime: Martin General Engineering, Inc.
 Prime Contact: Adrian Martin – (916) 355-8101
 Owner: City of Rancho Cordova
 Owner Contact: Bob LoRusso – (916) 851-8700 - rlorusso@saiservices.com
 Engineer/Architect: City of Rancho Cordova
 Engineer/Architect Contact: Bob LoRusso – (916) 851-8700 - rlorusso@saiservices.com
 Construction Manager: City of Rancho Cordova
 Construction Manager Contact: Bob LoRusso – (916) 851-8700 - rlorusso@saiservices.com
 Type of Work: Concrete, paving, underground, slurry seal,
 Contract amount + Change orders: \$1,304,303.00
 Scheduled Completion: 10/24/2016
 Extensions: 9 working days
 Actual Completion: 11/4/2016

Project Name: **Downtown Streetscape (Third to Sixth)**
 Location: Woodland, CA
 Prime: Martin General Engineering, Inc.
 Prime Contact: Adrian Martin – (916) 355-8101
 Owner: City of Woodland
 Owner Contact: Clara Olmedo – (530) 661-5820 - Clara.olmedo@cityofwoodland.org
 Engineer/Architect: Laugenour and Meikle
 Engineer/Architect Contact: Bryan Bonino – (530) 662-1755
 Construction Manager: City of Woodland
 Construction Manager Contact: Clara Olmedo – (530) 661-5820 - Clara.olmedo@cityofwoodland.org
 Type of Work: Paving, Concrete, striping, electrical
 Contract amount + Change orders: \$980,649
 Scheduled Completion: 9/8/2015
 Extensions: 161 working days
 Actual Completion: 4/26/2016

Project Name: **John Holst School Security Fencing**
 Location: Fair Oaks, CA
 Prime: Martin General Engineering, Inc.
 Prime Contact: Adrian Martin – (916) 355-8101
 Owner: San Juan Unified School District
 Owner Contact: Aida Gonzalez – (916) 971-7283 - aida.gonzales@sanjuan.edu
 Engineer/Architect: Warren Consulting Engineers
 Engineer/Architect Contact: Thomas Fassbender – (916) 985-1870 - tom@wceinc.com
 Construction Manager: Vanir Construction Management
 Construction Manager Contact: Arya Dinyari - (916) 979-8632 - arya.dinyari@venir.com
 Type of Work: Demo, Grading, Fence, Concrete, Asphalt
 Contract amount + Change orders: \$207,266
 Scheduled Completion: 8/9/2016
 Extensions: 1 working day
 Actual Completion: 8/10/2016

Project Name: **Arden Park Water Main Project**
 Location: Sacramento, CA
 Prime: Martin General Engineering, Inc.
 Prime Contact: Adrian Martin – (916) 355-8101
 Owner: County of Sacramento
 Owner Contact: Michael Cook – (916) 874-8546 - cookmi@saccounty.net
 Engineer/Architect: Sacramento County Water Agency
 Engineer/Architect Contact: Michael Cook – (916) 874-8546
 Construction Manager: County of Sacramento
 Construction Manager Contact: Michael Cook – (916) 874-8546 - cookmi@saccounty.net
 Type of Work: Underground, paving
 Contract amount + Change orders: \$1,648,848.18
 Scheduled Completion: 11/26/2015
 Extensions: 19 working days
 Actual Completion: 12/23/2015

Project Name: **Ravenwood & Eastern Ave Storm Drain Improvement**
Location: Sacramento, CA
Prime: Martin General Engineering, Inc.
Prime Contact: Adrian Martin – (916) 355-8101
Owner: County of Sacramento
Owner Contact: Cory Schiestel - (916) 874-2983 - schiestela@saccounty.net
Engineer/Architect: County of Sacramento Municipal Service Agency
Engineer/Architect Contact: Cory Schiestel – (916)874-2983
Construction Manager: County of Sacramento
Construction Manager Contact: Cory Schiestel - (916) 874-2983 - schiestela@saccounty.net
Type of Work: Drainage Improvements, Paving, Striping, Electrical Work
Contract amount + Change orders: \$947,860.64
Scheduled Completion: 11/5/2015
Extensions: 34 working days
Actual Completion: 12/22/2015

Project Name: **Thomas Kelly Elementary School Fencing Project**
Location: Carmichael, CA
Prime: Martin General Engineering, Inc.
Prime Contact: Adrian Martin – (916) 355-8101
Owner: San Juan Unified School District
Owner Contact: Aida Gonzales - (916) 971-7283 - aida.gonzales@sanjuan.edu
Engineer/Architect: Warren Consulting Engineers
Engineer/Architect Contact: Thomas Fassbender – (916) 985-1870 - tom@wceinc.com
Construction Manager: Innovative Construction Services, Inc. (ICS)
Construction Manager Contact: Meredith Collins - (916) 333-5701 - meredithc@icscm.com
Type of Work: Demo, Grading, Fence, Concrete
Contract amount + Change orders: \$249,618
Scheduled Completion: 8/7/2015
Extensions: None
Actual Completion: 8/7/2015

Martin General Engineering, Inc.
Fixed Asset Listing

ATTACHMENT 5 EXHIBIT A 195

Item	Purchase Description	Condition	Location
1-01	1997 Chevy C3500 Pickup,1GBGC34R3VE168391	Good	Rancho Cordova
1-03	2001 Chevy 2500 HD,1N6DD26S2WC315378	Good	Rancho Cordova
1-04	2001 Ford Mechanics Truck,1FDXF46F01EA63731	Good	Rancho Cordova
1-05	2002 Ford F250 4x2 Ex Cab P/U,1FTNW20L52EB21011	Good	Rancho Cordova
1-06	2002 Ford F250 Diesel P/U,1FTNX20F62EB02684	Good	Rancho Cordova
1-08	2003 Ford F250 Diesel Pickup,1FTNX20P03EC31224	Good	Rancho Cordova
1-13	1988 Ford-Brown Service Truck,2FDLF47G9JCA95606	Good	Rancho Cordova
1-15	2003 GMC Sonoma,1GTCS19X038195911	Good	Rancho Cordova
1-17	2000 Ford F450XL 1FDXF46F4YEE27062	Good	Rancho Cordova
1-19	2013 Cadillac SRX 2WD	Good	Rancho Cordova
1-20	2004 GMC 3500 Utility Truck	Good	Rancho Cordova
1-21	2014 Truck-Chev Silverado 2500 1GC1KXC85FF134581	Good	Rancho Cordova
1-22	2014 Truck Chev Silverado 1500 3GCUKREC6EG211287	Good	Rancho Cordova
1-23	GMC Sierra 1500 White	Good	Rancho Cordova
1-24	2011 Ford F350 Utility Truck	Good	Rancho Cordova
1-25	2008 Sterling Bullet	Good	Rancho Cordova
1-26	2017 Chevy Silverado 1500	Good	Rancho Cordova
1-27	2017 Chevy Silverado 1500	Good	Rancho Cordova
1-28	2017 Ford F450	Good	Rancho Cordova
1-29	2019 Ford S-Duty F-450, 1FDTF4GT9KEC45996	Good	Rancho Cordova
2-05	1979 19 Ton Ziemann Trailer,ZP10188	Good	Rancho Cordova
2-06	1994 7 Ton Ziemann Trailer,1ZCT22S23RZP17220	Good	Rancho Cordova
2-07	Arrowboard	Good	Rancho Cordova
2-12	Magnum Water Buggy,5AJWS1619B000021	Good	Rancho Cordova
2-13	Muval Trailer,1W13AJ5L1E22X9611	Good	Rancho Cordova
2-17	1998 Interstate 20DT Equipment Trailer	Good	Rancho Cordova
2-18	2000 CARTA Dump Trailer	Good	Rancho Cordova
2-20	Utility Trailer 10x6 T/A	Good	Rancho Cordova
2-21	2002 Vermac CMS Sign Board	Good	Rancho Cordova
2-22	Vermac T. Message Board	Good	Rancho Cordova
2-23	Diamo Emulsion Tank	Good	Rancho Cordova
2-24	Atlas Copco Air Compressor	Good	Rancho Cordova
2-25	Wanco Solar Arrowboard, 5F11S101211000718	Good	Rancho Cordova
2-26	Wanco Solar Arrowboard, 5F11S101311000369	Good	Rancho Cordova
2-27	Wanco Solar Arrowboard, 5F11S101011000359	Good	Rancho Cordova
2-28	Ingersoll - Rand P185	Good	Rancho Cordova
2-29	Vermac, Towable Sign Board, 2S9US41342S132019	Good	Rancho Cordova
2-30	MQ 500 Gal Water Trailer	Good	Rancho Cordova
2-31	1999 SPCNS Utility Trailer	Good	Rancho Cordova
2-32	2000 National Signal Message Board	Good	Rancho Cordova
2-33	Ingersoll-Rand TC-13 Trench Compactor	Good	Rancho Cordova
2-35	02 Towmaster 16' Flatbed	Good	Rancho Cordova
2-36	Model x30-500 Gallon Sealcoat Machine	Good	Rancho Cordova
2-37	1998 Simline 225MA	Good	Rancho Cordova
2-38	2006 Carriage Tilt Deck Tr	Good	Rancho Cordova
3-04	1997 Cedar Rapids CR551 Paver,46145	Good	Rancho Cordova
3-05	Ingersoll Rand DD24 Roller,151061	Good	Rancho Cordova
3-06	John Deere 210LE	Good	Rancho Cordova
3-11	JD 862 Elevating Motor Scraper,004068T	Good	Rancho Cordova
3-15	1997 Lincoln Windrow Machine	Good	Rancho Cordova
3-16	Laymore Broom,29429	Good	Rancho Cordova
3-17	John Deere 210 Skidloader,T0210LE883048	Good	Rancho Cordova
3-18	2000 DD90HF Roller,163684	Good	Rancho Cordova
3-20	2001 Dynapac CA152PD Vibratory Padfoot Compactor	Good	Rancho Cordova
3-23	John Deer 310G Backhoe	Good	Rancho Cordova
3-24	Infrared Asphalt Recycler Model #2-18 #030593	Good	Rancho Cordova
3-25	Cat CB-224D Tandem Vibratory Roller	Good	Rancho Cordova
3-26	Volvo Mini-Excavator	Good	Rancho Cordova
3-27	Clark GCX20E 4000lb Propane Forklift	Good	Rancho Cordova
3-29	2001 Ingersoll Rand DD34 HF Roller	Good	Rancho Cordova
3-30	Big Old Clark Forklift	Good	Rancho Cordova
3-31	2006 John Deere 710G 4x4 Loader Backhoe/Bucket	Good	Rancho Cordova

Martin General Engineering, Inc.
Fixed Asset Listing

ATTACHMENT 5 196
EXHIBIT A

Item	Purchase Description	Condition	Location
3-33	John Deere Backhoe	Good	Rancho Cordova
3-34	MBW CG200 Slipform Paver	Good	Rancho Cordova
3-35	2012 Terex TL310 Wheel Loader	Good	Rancho Cordova
3-36	2010 Hamm HD+210 VVHF Tandem Vibratory Roller	Good	Rancho Cordova
3-37	2015 CAT CB14B Tandem Vibratory Roller	Good	Rancho Cordova
3-38	2008 John Deere 550J Crawler Tractor	Good	Rancho Cordova
3-39	2015 CAT 320EL Hydraulic Excavator	Good	Rancho Cordova
3-40	2008 John Deere 220DW Mobile Excavator	Good	Rancho Cordova
3-42	2006 John Deere 310G Loader	Good	Rancho Cordova
3-43	2011 Caterpillar 140M2 VHP Plus Motor Grader	Good	Rancho Cordova
3-44	2003 CAT CP563E Vibratory Padfoot Compactor	Good	Rancho Cordova
3-45	Terex CR562 Creawler Paver	Good	Rancho Cordova
3-46	CAT M-Series Motograder	Good	Rancho Cordova
3-47	JD Dual Function Hydraulic	Good	Rancho Cordova
3-48	2007 CAT 414E Skiploader	Good	Rancho Cordova
3-49	2001 CAT 248 S. Loader	Good	Rancho Cordova
3-50	John Deere 210L Skiploader	Good	Rancho Cordova
3-51	John Deere 332G Skid Steer	Good	Rancho Cordova
3-52	JD 210L Skiploader	Good	Rancho Cordova
4-01	1999 Holland Wacker Vibra Plate	Good	Rancho Cordova
4-02	Billy Goat Blower	Good	Rancho Cordova
4-05	Laser Spectra Physics	Good	Rancho Cordova
4-06	6000 Watt Generator	Good	Rancho Cordova
4-07	Jack Hammer	Good	Rancho Cordova
4-08	Vibrator Plate	Good	Rancho Cordova
4-09	Pump	Good	Rancho Cordova
4-12	Wacker Rammer DS70	Good	Rancho Cordova
4-13	Troy-Bilt Generator Model #01925	Good	Rancho Cordova
4-18	Generator 6.0-6.4 KW,2100047459	Good	Rancho Cordova
4-19	Bosch Rotohammer S/N 783004340	Good	Rancho Cordova
4-21	System 5 for Blade	Good	Rancho Cordova
4-22	Echo Back Pack Blower	Good	Rancho Cordova
4-23	Multiquip Rammer Compactor S/N P8188	Good	Rancho Cordova
4-25	ACP Electric Shop Air Compressor #3017	Good	Rancho Cordova
4-26	Multiquip Vibraplate S/N P-5242	Good	Rancho Cordova
4-27	14" Husqvarna Cut off Saw S/N 20080500054	Good	Rancho Cordova
4-28	Sullair Jack Hammer S/N 68253071	Good	Rancho Cordova
4-29	Toleman Rebar Cutter Model RC-16	Good	Rancho Cordova
4-30	Multiquip Model PMA2 Concrete Vibrator S/N 18770	Good	Rancho Cordova
4-31	Multiquip Jumping Jack S/N R-2503	Good	Rancho Cordova
4-32	Wacker 14" Cut-off Saw	Good	Rancho Cordova
4-33	Rice Hydrostatic Test Pump S/N 18852	Good	Rancho Cordova
4-34	Bosch Roto Hammer S/N 386002021	Good	Rancho Cordova
4-35	Multiquip 2" Gas trash pump 235 GPM	Good	Rancho Cordova
4-36	MQ Wacker/Jumping Jack	Good	Rancho Cordova
4-37	MQ 14" Gas cut Off Saw	Good	Rancho Cordova
4-38	MQ Concrete Vibrator	Good	Rancho Cordova
4-39	MQ Plate Compactor	Good	Rancho Cordova
4-40	42" Vacuum plate & pump	Good	Rancho Cordova
4-41	14" Gas Cutoff Saw	Good	Rancho Cordova
4-42	30lb Air Hammer & Spade	Good	Rancho Cordova
4-43	14" Gas cut off saw	Good	Rancho Cordova
4-44	Husqvarna FS520 20" Walk Behind Saw	Good	Rancho Cordova
4-45	14" K760 Gas Cutoff Saw	Good	Rancho Cordova
4-46	14" K760 Cut-off Saw	Good	Rancho Cordova
4-48	Rammer LG 2900-3600 lbs	Good	Rancho Cordova

Martin General Engineering, Inc.
Fixed Asset Listing

ATTACHMENT 5
EXHIBIT A 197

Item	Purchase Description	Condition	Location
4-49	Copper Tubing Shut-Off	Good	Rancho Cordova
4-50	Paint Gun	Good	Rancho Cordova
4-51	Soil Pipe Cutters	Good	Rancho Cordova
4-52	GL412 Grade Laser	Good	Rancho Cordova
4-53	Dstriping Machine	Good	Rancho Cordova
4-54	Mikasa Jumping Jack MTX70	Good	Rancho Cordova
4-55	MQ Rammer 4-cycle	Good	Rancho Cordova
4-56	Rhino Air Powered Stake	Good	Rancho Cordova
4-58	MQ Rammer 4-cycle gas honda	Good	Rancho Cordova
4-59	Multi Plate Compactor	Good	Rancho Cordova
4-60	Stihl TS 420 Saw	Good	Rancho Cordova
4-61	Multiquip Submersible pump	Good	Rancho Cordova
4-63	Black Max Generator	Good	Rancho Cordova
4-64	Apollo System Pavement Marking Machine	Good	Rancho Cordova
4-65	Apollo System Pavement Marking Machine	Good	Rancho Cordova
4-66	Midland Shoulder Machine	Good	Rancho Cordova
4-67	30" Walnroy XLS Bucket	Good	Rancho Cordova
4-68	Dewalt Cordless 18V 1/2 Gal	Good	Rancho Cordova
4-71	RL-2001S Laser Battery	Good	Rancho Cordova
4-72	J B Hendrix Q/C Plate Brac.	Good	Rancho Cordova
4-74	2011 Sealrite Sealer	Good	Rancho Cordova
4-75	Infrared Asphalt Recycler	Good	Rancho Cordova
4-76	Sperian MultiPro 4 Gas Det.	Good	Rancho Cordova
4-77	Miller 7' Manhole Tripod	Good	Rancho Cordova
4-78	Kobalt Brushless Drill/Driver	Good	Rancho Cordova
4-79	160H Sullair Air Compressor	Good	Rancho Cordova
4-80	MQ Rammer w/Honda GX100	Good	Rancho Cordova
4-81	MQ Rammer w/Honda GX100	Good	Rancho Cordova
4-82	MQ Plate Compactor MVC88 w/Tank	Good	Rancho Cordova
4-83	Stihl TS700 14" Gas Cutoff Saw	Good	Rancho Cordova
4-84	P185 Air Compressor	Good	Rancho Cordova
4-85	ICS 695XL Diamond Saw	Good	Rancho Cordova
4-86	Wacker 14" Concrete Saw	Good	Rancho Cordova
4-87	MQ Plate Compactor	Good	Rancho Cordova
4-88	Ryobi Bench Saw	Good	Rancho Cordova
4-89	Makita Bench Saw	Good	Rancho Cordova
4-90	Honda EM 2500 Generator	Good	Rancho Cordova
4-91	550 PSI Hydro Test Pump	Good	Rancho Cordova
5-02	1986 Chevy C70 Dump Truck,4D74255	Good	Rancho Cordova
5-03	1993 Intl Dump Truck 4900,6L94118	Good	Rancho Cordova
5-04	1991 International Water Truck,1HTSDNWN3MH374299	Good	Rancho Cordova
5-05	1992 International DT 1HTSAZPL7NH448516	Good	Rancho Cordova
5-06	2012 Freightliner Water Truck	Good	Rancho Cordova
6-02	12" Wain Roy Backhoe Bucket	Good	Rancho Cordova
6-03	18" Wain Roy Backhoe Bucket	Good	Rancho Cordova
6-04	106" Side Dump Loader Bucket	Good	Rancho Cordova
6-05	16" Compaction Wheel	Good	Rancho Cordova
6-06	18" Asphalt Planer CP400	Good	Rancho Cordova
6-07	20" Auger Attachment	Good	Rancho Cordova
6-08	36" Auger Attachment	Good	Rancho Cordova
6-09	36" Tag Excavator Bucket	Good	Rancho Cordova
6-10	42" Pin on Loader Backhoe Forks	Good	Rancho Cordova
6-11	36" Wain Roy Loader Bucket	Good	Rancho Cordova
6-12	18" Wain Roy Loader bucket	Good	Rancho Cordova
6-13	12" Wain Roy Loader Bucket	Good	Rancho Cordova
6-14	24" CP Loader Bucket	Good	Rancho Cordova
6-15	12" CP Loader Bucket	Good	Rancho Cordova
6-16	42" Excavator Bucket	Good	Rancho Cordova
6-17	30" Esco Excavator Bucket	Good	Rancho Cordova
6-18	24" Esco Excavator Bucket	Good	Rancho Cordova

Martin General Engineering, Inc.
Fixed Asset Listing

ATTACHMENT 5
EXHIBIT A 198

Item	Purchase Description	Condition	Location
6-19	16" Backhoe Bucket w/teeth	Good	Rancho Cordova
6-20	24" Excavator Compaction	Good	Rancho Cordova
6-21	PVC Pipe Tongs	Good	Rancho Cordova
6-22	Pipe Lifting Clamps	Good	Rancho Cordova
6-23	42" Over the Bucket Forms	Good	Rancho Cordova
6-24	36" Loader Backhoe Wheel	Good	Rancho Cordova
6-25	58" Excavator Bucket	Good	Rancho Cordova
6-26	28" Excavator Bucket	Good	Rancho Cordova
6-27	36" Excavator Bucket	Good	Rancho Cordova
6-28	36" Excavator Bucket	Good	Rancho Cordova
6-29	Vail Ripper for 3-38 JD 550J Crawler Tractor	Good	Rancho Cordova

Accompanying this proposal is Bidder's bond
(NOTICE: INSERT THE WORDS "CASH(\$ _____)," "CASHIER'S CHECK,"
"CERTIFIED CHECK," OR "BIDDER'S BOND," AS THE CASE MAY BE.)
in amount equal to at least ten percent (10%) of the total of the bid.

The names of all persons interested in the foregoing proposal as principals are as follows:

IMPORTANT NOTICE: If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof; if a co-partnership, state true name of firm, also names of all individual co-partners composing the firm; if bidder or other interested person is an individual, state first and last names in full.

Corporation: Martin General Engineering, Inc.

President: Rosalina Martin Secretary/Treasurer: Tranquilino Martin Vice President: Adrian Martin

Licensed in conformance with an act providing for the registration of Contractors

License No. 844279 Classification(s) A, C13

ADDENDA

This Proposal is submitted with respect to the changes to the contract included in addenda number/s

1, 2

(Fill in addenda numbers if addenda have been received and insert, in this Proposal, any Engineer's Estimate sheets that were received as part of the addenda.)

By my signature on this proposal I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of Public Contract Code Sections 10162, 10232 and 10285.1 are true and correct and that the bidder has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Administrative Code). By my signature on this proposal I further certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Noncollusion Affidavit required by Title 23 United States Code, Section 112 and Public Contract Code Section 7106; and the Title 49 Code of Federal Regulations, Part 29 Debarment and Suspension Certification are true and correct.

Date: 10/2/2018



Adrian Martin

Adrian Martin - Vice President

Signature and Title of Bidder

Business Address 12485 Quicksilver Drive, Rancho Cordova, CA 95742

Place of Business 12485 Quicksilver Drive, Rancho Cordova, CA 95742

Place of Residence 12485 Quicksilver Drive, Rancho Cordova, CA 95742

**CITY RANCHO CORDOVA - DEPARTMENT OF PUBLIC WORKS
BIDDER'S BOND**

We, Martin General Engineering, Inc.
 _____ as Principal, and
Western Surety Company

as Surety are bound unto the City of Rancho Cordova, State of California, hereafter referred to as "Obligee",
 in the penal sum of ten percent (10%) of the total amount of the bid of the Principal submitted to the Obligee
 for the work described below, for the payment of which sum we bind ourselves, jointly and severally,
THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:

WHEREAS, the Principal is submitted to the Obligee, for Project No. CP14-2139,

Folsom Boulevard Streetscape Enhancements Phase 4, Routier Station; Tiffany Way
(Copy here the exact description of work, including location as it appears on the proposal)
to Rod Beaudry Drive

for which bids are to be opened at Rancho Cordova, CA on October 2, 2018
(Insert place where bids will be opened) (Insert date of bid opening)

NOW, THEREFORE, if the Principal is awarded the contract and, within the time and manner required under
 the specifications, after the prescribed forms are presented to him for signature, enters into a written contract,
 in the prescribed form, in conformance with the bid, and files two bonds with the Obligee, one to guarantee
 faithful performance of the contract and the other to guarantee payment for labor and materials as provided
 by law, then this obligation shall be null and void; otherwise, it shall remain in full force.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all
 costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

Dated: September 24, 20 18.

Martin General Engineering, Inc.

Adrian Martin, V.P.
Principal

Western Surety Company

Surety

By Rosalie A. Miszkief
Attorney-in-fact

CERTIFICATE OF ACKNOWLEDGEMENT

State of California, City Rancho Cordova ****SEE ATTACHED****

On this day of _____ in the year 20__ before me _____, personally
 appeared _____, personally known to me (or to me on
Attorney-in-fact

the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as the
 attorney-in-fact of _____, and acknowledged to me that he (she)
 subscribed the name of the said company thereto as surety, and his (her) own name as attorney-in-fact.

(SEAL)

Notary Public

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Sacramento)

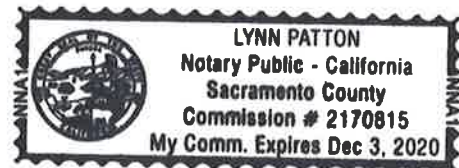
On September 24, 2018 before me, Lynn Patton, Notary Public
(insert name and title of the officer)

personally appeared Rosalie A. Miszkief
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Rosalie A Miskiel, Nicki Moon, Lynn E Patton, David Weise, Individually

of Rancho Cordova, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 3rd day of May, 2018.



WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 3rd day of May, 2018, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021



J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 24th day of September, 2018.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

**CITY RANCHO CORDOVA - DEPARTMENT OF PUBLIC WORKS
NONCOLLUSION AFFIDAVIT**

(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)

To the CITY of RANCHO CORDOVA
DEPARTMENT OF PUBLIC WORKS.

In conformance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Noncollusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Noncollusion Affidavit.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Initial AM

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

Initial Am

September 21, 2018

**FOLSOM BOULEVARD STREETSCAPE ENHANCEMENTS
PHASE 4 – ROUTIER STATION**

CITY OF RANCHO CORDOVA

PROJECT NO. CP14-2139

ADDENDUM NO. 1

TO ALL PROSPECTIVE BIDDERS:

Please note: Bid date and time **has changed**. Sealed Proposals will be received at the office of the City Clerk, City of Rancho Cordova, 2729 Prospect Park Drive, Rancho Cordova, CA 95670, up to the hour of 2:00 P.M. on Tuesday, October 2, 2018.

END OF ADDENDUM


Rick Navarro
Consultant Civil Engineer


Albert Stricker
Director of Public Works



September 25, 2018

**FOLSOM BOULEVARD STREETScape ENHANCEMENTS
PHASE 4 – ROUTIER STATION****CITY OF RANCHO CORDOVA****PROJECT NO. CP14-2139****ADDENDUM NO. 2**TO ALL PROSPECTIVE BIDDERS:

Please incorporate the following revisions as part of the contract documents for subject project. Any workmanship and/or materials involved shall be as set forth in the original drawings and/or specifications unless otherwise directed herein.

ITEM	PAGE OR DRAWING	LOCATION AND DESCRIPTION OF CHANGE
1.	Plans–Sheet C-2	See revised Sheet C-2. Existing elevations have been added to the plan sheet.

Please note: Bid date and time remain unchanged. Sealed Proposals will be received at the office of the City Clerk, City of Rancho Cordova, 2729 Prospect Park Drive, Rancho Cordova, CA 95670, up to the hour of 2:00 P.M. on Tuesday, October 2, 2018.

END OF ADDENDUM

Rick Navarro
Consultant Civil Engineer



Albert Stricker
Director of Public Works



MEMORANDUM

DATE: December 3, 2018

TO: Honorable Mayor and Council Members

FROM: Albert Stricker, Public Works Director and Edgar Medina, Senior Civil Engineer

SUBJECT: **A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT NO. 180-2018 IN AN AMOUNT NOT TO EXCEED \$830,434.66 WITH DRAKE HAGLAN & ASSOCIATES, INC. FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE ZINFANDEL COMPLEX PROJECT, CP14-2132.**



RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution would authorize the City Manager to execute an engineering services contract with Drake Haglan & Associates, Inc. in an amount not to exceed \$830,434.66 for construction management and inspection services for the Zinfandel Complex Project, CP14-2132.

BACKGROUND

Zinfandel Drive from White Rock Road and Olson Drive (referred to as the Zinfandel Complex) is a highly congested roadway with several closely spaced signalized intersections including the Highway 50 interchange. The City intends to improve the operations of the existing Zinfandel Drive/Route 50 interchange, alleviate congestion on the surrounding roadway network, and provide a safer route for vehicles, bicycles and pedestrians. Improvements include, but are not limited to, providing an additional through lane for southbound Zinfandel Drive by widening the existing overcrossing, modifying entrance and exit ramps, providing bicycle lane facilities and modifying traffic signals.

The Public Works Department has completed project design plans and is preparing for the construction phase. Staff is seeking final approval from Caltrans prior to publicly bidding the project. Construction is expected to begin early 2019 and be completed in approximately a year. This Contract will provide the City with the appropriate construction management and inspection services during the construction of the Zinfandel Complex Project.

FISCAL IMPACT

This construction management contract will be funded through Traffic Mitigation Impact Fees. The project is included in the City's approved Capital Improvement Plan and in the 2018/19 budget. There is no impact to the City's general fund.

ATTACHMENTS

1. Resolution
2. Contract No. 180-2018

ATTACHMENT 1**CITY OF RANCHO CORDOVA****RESOLUTION NO. XXX-2018**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA,
STATE OF CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT
NO. 180-2018 WITH DRAKE HAGLAN & ASSOCIATES, INC. IN AN AMOUNT NOT TO
EXCEED \$830,434.66 FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES
FOR THE ZINFANDEL COMPLEX PROJECT**

WHEREAS, the City of Rancho Cordova desires to enter into Contract No. 180-2018 with Drake Haglan & Associates, Inc. in an amount not to exceed \$830,434.66 for construction management and inspection services for the Zinfandel Complex Project; and

WHEREAS, the services of a construction management firm will be required to represent the City to provide contract administration, inspection, and material testing during construction of the Zinfandel Complex Project; and

WHEREAS, this contract will be paid through federal grant and local traffic mitigation funding sources earmarked for the project; and

WHEREAS, this contract does not impact the general fund; and

WHEREAS, the City filed a Notice of Exemption under California Environmental Quality Act, Section 15301 - Class I Existing Facilities, on August 8, 2017; and

WHEREAS, Caltrans issued a Categorical Exclusion NEPA Determination based on Title 23, United States Code, Section 327 on December 29, 2017 and therefore no additional environmental analysis is necessary.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does authorize the City Manager to execute Contract No. 180-2018 with Drake Haglan & Associates, Inc. in an amount not to exceed \$830,434.66 and in a form approved by the City Attorney for construction management and inspection services for the Zinfandel Complex Project.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 3rd day of December, 2018 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Linda Budge, Mayor

ATTEST:

Stacy Leitner, City Clerk

CONTRACT 180-2018

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF RANCHO CORDOVA AND DRAKE HAGLAN AND ASSOCIATES, INC.
FOR THE ZINFANDEL COMPLEX PROJECT**

THIS AGREEMENT for professional services is made by and between the City of Rancho Cordova, a California municipal corporation ("City" or "LOCAL AGENCY"), and Drake Haglan and Associates, Inc., a California corporation ("Professional" or "CONSULTANT") as of December 3rd, 2018.

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, CONSULTANT shall provide to City the services described in the Scope of Services attached as Exhibit A at the time and place and in the manner specified therein. The Project Manager for the CONSULTANT is Howard Zabell, P.E. In the event of a conflict or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

1.1 Performance Period.

1.1.1 This contract shall go into effect on December 3rd, 2018, contingent upon approval by LOCAL AGENCY, and CONSULTANT shall commence work after notification to proceed by LOCAL AGENCY'S Contract Administrator. The contract shall end on June 30th, 2020, unless extended by contract amendment. The time provided to CONSULTANT to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as provided for in Section 8.

1.1.2 CONSULTANT is advised that any recommendation for contract award is not binding on LOCAL AGENCY until the contract is fully executed and approved by LOCAL AGENCY.

1.1.3 Reserved

1.2 Standard of Performance. Professional 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 which Professional is engaged in the geographical area in which Professional practices its profession. Professional shall prepare all work products required by this Agreement in a substantial, first-class manner and shall conform to the standards of quality normally observed by a person practicing in Professional's profession.

1.3 Assignment of Personnel. Professional 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 reassignment of any such persons, Professional shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons. There shall be no change in Professional's Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this contract, without prior written approval by City's Contract Administrator.

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1.4 Time. Professional shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.2 above and to satisfy Professional's obligations hereunder.

1.5 Consultant's Reports or Meetings.

1.5.1 If this Agreement does not require "on call" consulting services:

- a. CONSULTANT shall submit progress reports at least once a month. The report should be sufficiently detailed for the Contract Administrator to determine if CONSULTANT is performing to expectations, is on schedule, to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.
- b. CONSULTANT's Project Manager shall meet with LOCAL AGENCY's Contract Administrator, as needed, to discuss progress on the contract.

1.5.2 Reserved

1.6 Inspection of Work. CONSULTANT and any sub-consultant shall permit LOCAL AGENCY, the state (and the FHWA if federal participating funds are used in this contract) to review and inspect the project activities and files at all reasonable times during the performance period of this contract including review and inspection on a daily basis.

Section 2. COMPENSATION. City hereby agrees to pay Professional a sum not to exceed Eight Hundred Thirty Thousand Four Hundred Thirty Four Dollars, Sixty Six Cents (\$830,434.66) notwithstanding any contrary indications that may be contained in CONSULTANT's cost proposal dated 9/21/2018, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Professional's Cost Proposal, attached as Exhibit B, regarding the amount of compensation, this Agreement shall prevail. City shall pay Professional for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The consideration to be paid to Professional as provided herein, shall be in compensation for all of Professional's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided. Professional shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City, Professional shall not bill City for duplicate services performed by more than one person.

Professional and City acknowledge and agree that compensation paid by City to Professional under this Agreement is based upon Professional's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Professional. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Professional and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

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2.1 Invoices. Professional shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:

- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- The beginning and ending dates of the billing period;
- A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- At City's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;
- The total number of hours of work performed under the Agreement by Professional and each employee, agent, and subcontractor of Professional performing services hereunder, as well as a separate notice when the total number of hours of work by Professional and any individual employee, agent, or subcontractor of Professional reaches or exceeds 800 hours, which shall include an estimate of the time necessary to complete the work described in Exhibit A;
- The Professional's signature.

2.2 Monthly Payment. City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Professional.

2.3 Item Intentionally Omitted.

2.4 Total Payment. City shall pay for the services to be rendered by Professional pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Professional in rendering services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement.

In no event shall Professional submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment.

2.5 Hourly Fees. Fees for work performed by Professional on an hourly basis shall not exceed the amounts shown on the fee schedule set forth in Exhibit B.

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- 2.6 Reimbursable Expenses.** Reimbursable expenses, if any, are set forth in Exhibit B. Expenses not listed in Exhibit B are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.
- 2.7 Payment of Taxes.** Professional is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.
- 2.8 Payment upon Termination.** In the event that the City or Professional terminates this Agreement pursuant to Section 8, the City shall compensate the Professional for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Professional shall maintain adequate logs and timesheets in order to verify costs incurred to that date.
- 2.9 Authorization to Perform Services.** The Professional is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.
- 2.10 State Prevailing Wage Rates.** For contracts where a portion of the proposed work to be performed are crafts affected by state labor laws: (For more information see Chapter 10.1 of the Caltrans Local Assistance Procedures Manual.)
- 2.10.1** CONSULTANT shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.
- 2.10.2** **Any subcontract entered into as a result of this contract, if for more than \$25,000** for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article unless the awarding agency has an approved labor compliance program by the Director of Industrial Relations.
- 2.10.3** When prevailing wages apply to the services described in the scope of work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.
- 2.11 Retention of Funds.** Any subcontract entered into as a result of this Contract shall contain all of the provisions of this section

No retainage will be withheld by the Agency from progress payments due the prime consultant. Retainage by the prime consultant or sub-consultants is prohibited, and no retainage will be held by the prime consultant from progress due sub-consultants. Any violation of this provision shall subject the violating prime consultant or sub-consultants to

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the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime consultant or sub-consultant in the event of a dispute involving late payment or nonpayment by the prime consultant or deficient sub-consultant performance, or noncompliance by a sub-consultant. This provision applies to both DBE and non-DBE prime consultants and sub-consultants.

2.12 Federal Funding Provisions related to Allowable Costs and Payments

- 2.12.1** The method of payment for this contract will be based on actual cost plus a fixed fee. LOCAL AGENCY will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved CONSULTANT'S Cost Proposal, unless additional reimbursement is provided for by contract amendment. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds LOCAL AGENCY's approved overhead rate set forth in the Cost Proposal. In the event, that LOCAL AGENCY determines that a change to the work from that specified in the Cost Proposal and contract is required, the contract time or actual costs reimbursable by LOCAL AGENCY shall be adjusted by contract amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "H" shall not be exceeded, unless authorized by contract amendment.
- 2.12.2** In addition to the allowable incurred costs, LOCAL AGENCY will pay CONSULTANT a fixed fee of Eighty Four Thousand, Twenty Six Dollars and Eighty Two Cents (\$84,026.82). The fixed fee is nonadjustable for the term of the contract, except in the event of a significant change in the scope of work and such adjustment is made by contract amendment.
- 2.12.3** Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.
- 2.12.4** When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such cost estimate.
- 2.12.5** Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of CONSULTANT's fixed fee will be included in the monthly progress payments. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in the Statement

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of Work, LOCAL AGENCY shall have the right to delay payment or terminate this Contract in accordance with the provisions of Article VI Termination.

- 2.12.6** No payment will be made prior to approval of any work, nor for any work performed prior to approval of this contract.
- 2.12.7** CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit upon receipt by LOCAL AGENCY's Contract Administrator of itemized invoices in triplicate. Invoices shall be submitted no later than 45 calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number and project title. Final invoice must contain the final cost and all credits due LOCAL AGENCY including any equipment purchased under the provisions of Article XI Equipment Purchase of this contract. The final invoice should be submitted within 60 calendar days after completion of CONSULTANT's work. Invoices shall be mailed to LOCAL AGENCY's Contract Administrator at the following address:
- City of Rancho Cordova
Mr. Edgar Medina, P.E.
Public Works Department
2729 Prospect Park Drive
Rancho Cordova, CA 95670
- 2.12.8** The total amount payable by LOCAL AGENCY including the fixed fee shall not exceed Eight Hundred Thirty Thousand Four Hundred Twenty Four Dollars, Sixty-Six Cents (\$830,424.66).
- 2.12.9** Salary increases will be reimbursable if the new salary is within the salary range identified in the approved Cost Proposal and is approved by LOCAL AGENCY's Contract Administrator.

For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

- 2.12.10** All subcontracts shall contain these provisions.

- 2.13** State Prevailing Wage Rates. For contracts where a portion of the proposed work to be performed
- 2.14** Locked in Overhead Rate For Life Of Contract. For this project, (Zinfandel Complex Project) the Overhead Rates for the CONSULTANT team specified in the Agreement Exhibit B Rate Schedules shall be applied to this Agreement and any subsequent

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amendments, task orders or works orders until all parties agree to modify the Indirect Cost Rate (ICR) in writing.

Section 3. FACILITIES AND EQUIPMENT. Except as set forth herein, Professional shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. City shall make available to Professional only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

City shall furnish physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Professional's use while consulting with City employees and reviewing records and the information in possession of the City. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of City. In no event shall City be obligated to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

Section 4. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, Professional, at its own cost and expense, shall procure "occurrence coverage" insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Professional and its agents, representatives, employees, and subcontractors. Professional shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects to the City. Professional shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Professional's bid. Professional shall not allow any subcontractor to commence work on any subcontract until Professional has obtained all insurance required herein for the subcontractor(s) and provided evidence thereof to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution. Professional shall maintain all required insurance listed herein for the duration of this Agreement.

4.1 Workers' Compensation. Professional shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Professional. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) per accident. In the alternative, Professional may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the Labor Code shall be solely in the discretion of the Contract Administrator. The insurer, if insurance is provided, or the Professional, if a program of self-insurance is provided, shall waive all rights of subrogation against the City and its officers, officials, employees, and volunteers for loss arising from work performed under this Agreement.

An endorsement shall state that coverage shall not be canceled except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the

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City. Professional shall notify City within fourteen (14) days of notification from Professional's insurer if such coverage is suspended, voided or reduced in coverage or in limits.

The requirement to maintain Statutory Worker's Compensation and Employer's Liability Insurance may be waived by the City upon written verification that Professional does not have any employees.

4.2 Commercial General and Automobile Liability Insurance.

4.2.1 General requirements. Professional, at its own cost and expense, shall maintain commercial general liability insurance for the term of this Agreement in an amount not less than TWO MILLION DOLLARS (\$2,000,000.00) and automobile liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00). The commercial general liability and automobile liability insurance shall be per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a commercial general liability insurance or an automobile liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

4.2.2 Minimum scope of coverage. Commercial general liability coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an "occurrence" basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (most recent edition), Code 1 (any auto). No endorsement shall be attached limiting the coverage.

4.2.3 Additional requirements. Each of the following shall be included in the insurance coverage or added as an endorsement to the policy:

- a. City and its officers, employees, agents, and volunteers shall be covered as additional insureds with respect to each of the following: liability arising out of activities performed by or on behalf of Professional, including the insured's general supervision of Professional; products and completed operations of Professional; premises owned, occupied, or used by Professional; and automobiles owned, leased, or used by the Professional. The coverage shall contain no special limitations on the

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scope of protection afforded to City or its officers, employees, agents, or volunteers.

- b. The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
- c. An endorsement must state that coverage is primary insurance with respect to the City and its officers, officials, employees and volunteers, and that no insurance or self-insurance maintained by the City shall be called upon to contribute to a loss under the coverage.
- d. Any failure of Professional to comply with reporting provisions of the policy shall not affect coverage provided to City and its officers, employees, agents, and volunteers.
- e. An endorsement shall state that coverage shall not be canceled except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City. Professional shall notify City within fourteen (14) days of notification from Professional's insurer if such coverage is suspended, voided or reduced in coverage or in limits.
- f. CONSULTANT agrees that the bodily injury liability insurance herein provided for, shall be in effect at all times during the term of this contract. In the event said insurance coverage expires at any time or times during the term of this contract, CONSULTANT agrees to provide at least thirty (30) days prior notice to said expiration date; and a new Certificate of Insurance evidencing insurance coverage as provided for herein, for not less than either the remainder of the term of the contract, or for a period of not less than one (1) year. New Certificates of Insurance are subject to the approval of LOCAL AGENCY. In the event CONSULTANT fails to keep in effect at all times insurance coverage as herein provided, LOCAL AGENCY may, in addition to any other remedies it may have, terminate this contract upon occurrence of such event.
- g. That LOCAL AGENCY will not be responsible for any premiums or assessments on the policy.

4.3 Professional Liability Insurance. Professional, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than TWO MILLION DOLLARS (\$2,000,000) covering the licensed professionals' errors and omissions.

4.3.1 Any deductible or self-insured retention shall not exceed \$150,000 per claim.

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- 4.3.2** An endorsement shall state that coverage shall not be suspended, voided, canceled by either party, or 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.
- 4.3.3** The following provisions shall apply if the professional liability coverages are written on a claims-made form:
- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
 - b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
 - c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Professional must provide extended reporting coverage for a minimum of five (5) years after completion of the Agreement or the work. The City shall have the right to exercise, at the Professional's sole cost and expense, any extended reporting provisions of the policy, if the Professional cancels or does not renew the coverage.
 - d. A copy of the claim reporting requirements must be submitted to the City prior to the commencement of any work under this Agreement.

4.4 All Policies Requirements.

- 4.4.1 Acceptability of insurers.** All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.
- 4.4.2 Verification of coverage.** Prior to beginning any work under this Agreement, Professional shall furnish City with certificates of insurance and with original endorsements effecting coverage required herein. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.
- 4.4.3 Subcontractors.** Professional shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

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- 4.4.4 Deductibles and Self-Insured Retentions.** Professional shall disclose to and obtain the approval of City for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement.

During the period covered by this Agreement, only upon the prior express written authorization of Contract Administrator, Professional may increase such deductibles or self-insured retentions with respect to City, its officers, employees, agents, and volunteers. The Contract Administrator may condition approval of an increase in deductible or self-insured retention levels with a requirement that Professional procure a bond, guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

- 4.4.5 Waiver of Subrogation.** Professional hereby agrees to waive subrogation which any insurer or contractor may require from vendor by virtue of the payment of any loss. Professional agrees to obtain any endorsements that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the entity for all work performed by the Professional, its employees, agents, and subcontractors.

- 4.4.6 Notice of Reduction in Coverage.** In the event that any coverage required by this section is reduced, limited, or materially affected in any other manner, Professional shall provide written notice to City at Professional's earliest possible opportunity and in no case later than five (5) days after Professional is notified of the change in coverage.

- 4.4.7** City shall not be responsible for any premiums or assessments on any insurance policies required under this Agreement.

- 4.5 Remedies.** In addition to any other remedies City may have if Professional fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Professional's breach:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- Order Professional to stop work under this Agreement or withhold any payment that becomes due to Professional hereunder, or both stop work and withhold any payment, until Professional demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement.

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Section 5. INDEMNIFICATION AND PROFESSIONAL'S RESPONSIBILITIES.

- 5.1 General Requirement.** Professional shall indemnify, defend with counsel selected by the City, and hold harmless the City and its officials, officers, employees, agents, and volunteers from and against any and all losses, liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct or negligent acts or omissions of Professional or its employees, subcontractors, or agents, by acts for which they could be held strictly liable, or by the quality or character of their work. The foregoing obligation of Professional shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises wholly from the negligence or willful misconduct of the City or its officers, employees, agents, or volunteers and (2) the actions of Professional or its employees, subcontractor, or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law. It is understood that the duty of Professional to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Professional from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Professional acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.
- 5.2 PERS Indemnification.** In the event that Professional or any employee, agent, or subcontractor of Professional providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, Professional shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Professional or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.
- 5.3 Design Professionals.** Notwithstanding Sections 5.1 and 5.2, to the extent that the services under this Agreement include design professional services subject to California Civil Code Section 2782.8, as may be amended from time to time, Professional's duty to indemnify shall only be to the maximum extent permitted by California Civil Code Section 2782.8.

Section 6. STATUS OF PROFESSIONAL.

- 6.1 Independent Contractor.** At all times during the term of this Agreement, Professional shall be an independent contractor as defined in Labor Code Section 3353, and shall not

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be an employee of City. Nothing contained in this Agreement shall be construed to be inconsistent with the foregoing relationship or status. City shall have the right to control Professional only insofar as the results of Professional's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise City shall not have the right to control the means by which Professional accomplishes services rendered pursuant to this Agreement. Professional shall have no power or authority by this Agreement to bind the City in any respect. All employees and agents hired or retained by Professional are employees and agents of Professional and not of the City. The City shall not be obligated in any way to pay any wage claims or other claims made against Professional by any such employees or agents, or any other person resulting from performance of this Agreement.

Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Professional and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits. Professional shall not allow any employee to become eligible for a claim for PERS benefits.

- 6.2 Professional Not an Agent.** Except as City may specify in writing, Professional shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Professional shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

Section 7. LEGAL REQUIREMENTS.

- 7.1 Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 Compliance with Applicable Laws.** Professional and any subcontractors shall comply with all laws and regulations applicable to the performance of the work hereunder, including but not limited to, the California Building Code, the Americans with Disabilities Act, the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code Section 1770 and following, and any copyright, patent or trademark law. Professional's failure to comply with any law(s) or regulation(s) applicable to the performance of the work hereunder shall constitute a breach of contract.
- 7.3 Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Professional and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.

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7.4 Licenses and Permits. Professional represents and warrants to City that Professional and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Professional represents and warrants to City that Professional and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Professional and any subcontractors shall obtain and maintain valid Business Licenses from City during the term of this Agreement.

7.5 Nondiscrimination and Equal Opportunity/ Statement of Compliance.

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

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

7.5.3 Professional shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement.

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7.6 Safety

- 7.6.1** Professional shall comply with OSHA regulations applicable to Professional regarding necessary safety equipment or procedures. Professional shall comply with safety instructions issued by City Safety Officer and other City representatives. Professional personnel shall wear hard hats and safety vests at all times while working on the construction project site.
- 7.6.2** Pursuant to the authority contained in Section 591 of the Vehicle Code, City has determined that such areas are within the limits of the project and are open to public traffic. Professional shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. Professional shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.
- 7.6.3** Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.
- 7.6.4** Professional must have a Division of Occupational Safety and Health (CAL-OSHA) permit(s), as outlined in California Labor Code Sections 6500 and 6705, prior to the initiation of any practices, work, method, operation, or process related to the construction or excavation of trenches which are five feet or deeper.

Section 8. TERMINATION AND MODIFICATION

- 8.1 Termination.** LOCAL AGENCY reserves the right to terminate this contract upon thirty (30) calendar days written notice to CONSULTANT with the reasons for termination stated in the notice. LOCAL AGENCY may terminate this contract with CONSULTANT should CONSULTANT fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, LOCAL AGENCY may proceed with the work in any manner deemed proper by LOCAL AGENCY. If LOCAL AGENCY terminates this contract with CONSULTANT, LOCAL AGENCY shall pay CONSULTANT the sum due to CONSULTANT under this contract prior to termination, unless the cost of completion to LOCAL AGENCY exceeds the funds remaining in the contract. In which case the overage shall be deducted from any sum due CONSULTANT under this contract and the balance, if any, shall be paid to CONSULTANT upon demand.

Professional may cancel this Agreement upon 30 Calendar days' written notice to City and shall include in such notice the reasons for cancellation.

In the event of termination, City may condition payment of any compensation upon Professional delivering to City any or all documents, photographs, computer software,

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video and audio tapes, and other materials provided to Professional or prepared by or for Professional or the City in connection with this Agreement.

- 8.2 Extension.** City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Professional understands and agrees that, if City grants such an extension, City shall have no obligation to provide Professional with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Professional for any otherwise reimbursable expenses incurred during the extension period.
- 8.3 Amendments.** The parties may amend this Agreement only by a writing signed by all the parties. Professional shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by City's Contract Administrator.
- 8.4 Assignment and Subcontracting.**
- 8.4.1** Reserved.
- 8.4.2** Nothing contained in this contract or otherwise, shall create any contractual relation between LOCAL AGENCY and any sub-consultant(s), and no subcontract shall relieve CONSULTANT of its responsibilities and obligations hereunder. CONSULTANT agrees to be as fully responsible to LOCAL AGENCY for the acts and omissions of its sub-consultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by CONSULTANT. CONSULTANT's obligation to pay its sub-consultant(s) is an independent obligation from LOCAL AGENCY'S obligation to make payments to the CONSULTANT.
- 8.4.3** CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this contract shall be subcontracted without written authorization by LOCAL AGENCY's Contract Administrator, except that, which is expressly identified in the approved Cost Proposal.
- 8.4.4** CONSULTANT shall pay its sub-consultants within ten (10) calendar days from receipt of each payment made to CONSULTANT by LOCAL AGENCY.
- 8.4.5** All subcontracts entered into as a result of this contract shall contain all the provisions stipulated in this contract to be applicable to sub-consultants.

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8.4.6 Any substitution of sub-consultant(s) must be approved in writing by LOCAL AGENCY's Contract Administrator prior to the start of work by the sub-consultant(s).

8.5 **Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Professional shall survive the termination of this Agreement.

8.6 **Options upon Breach by Professional.** If Professional materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, the following:

8.6.1 Immediately terminate the Agreement;

8.6.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Professional pursuant to this Agreement;

8.6.3 Retain a different Professional to complete the work described in Exhibit A not finished by Professional; or

8.6.4 Charge Professional the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Professional pursuant to Section 2 if Professional had completed the work.

Section 9. KEEPING AND STATUS OF RECORDS.

9.1 **Records Created as Part of Professional's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Professional prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Professional hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Professional agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both parties. For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; CONSULTANT, sub-consultants, and LOCAL AGENCY shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials

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available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The state, State Auditor, LOCAL AGENCY, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of CONSULTANT and its certified public accountants (CPA) work papers that are pertinent to the contract and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. All subcontracts shall contain this provision.

- 9.2 Professional's Books and Records.** Professional shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Professional pursuant to this Agreement.
- 9.3 Inspection and Audit of Work and Records.** Any records or documents that Section 9.2 of this Agreement requires Professional to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds TEN THOUSAND DOLLARS (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of three (3) years after final payment under the Agreement. Professional and any subcontractor shall permit City, the state, and the FHWA if federal participating funds are used in this contract; to review and inspect the project activities and files at all reasonable times during the performance period of this contract including review and inspection on a daily basis.
- 9.4 Confidentiality of Data.**
- 9.4.1** All financial, statistical, personal, technical, or other data and information relative to City's operations, which are designated confidential by City and made available to Professional in order to carry out this contract, shall be protected by Professional from unauthorized use and disclosure.
- 9.4.2** Permission to disclose information on one occasion, or public hearing held by City relating to the contract, shall not authorize Professional to further disclose such information, or disseminate the same on any other occasion.
- 9.4.3** Professional shall not comment publicly to the press or any other media regarding the contract or City's actions on the same, except to City's staff, Professional's own personnel involved in the performance of this contract, at public hearings or in response to questions from a Legislative committee.

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- 9.4.4** Professional shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this contract without prior review of the contents thereof by City, and receipt of City's written permission.
- 9.4.5** Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.
- 9.4.6** All information related to the construction estimate is confidential, and shall not be disclosed by Professional to any entity other than LOCAL AGENCY.

9.5 **Ownership of Data.**

- 9.5.1** Upon completion of all work under this contract, ownership and title to all reports, documents, plans, specifications, and estimates produce as part of this contract will automatically be vested in City; and no further agreement will be necessary to transfer ownership to City. Professional shall furnish City all necessary copies of data needed to complete the review and approval process.
- 9.5.2** It is understood and agreed that all calculations, drawings and specifications, whether in hard copy or machine-readable form, are intended for one-time use in the construction of the project for which this contract has been entered into.
- 9.5.3** Professional is not liable for claims, liabilities, or losses arising out of, or connected with the modification, or misuse by City of the machine-readable information and data provided by Professional under this contract; further, Professional is not liable for claims, liabilities, or losses arising out of, or connected with any use by City of the project documentation on other projects for additions to this project, or for the completion of this project by others, except only such use as may be authorized in writing by Professional.
- 9.5.4** Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27, Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).
- 9.5.5** City may permit copyrighting reports or other agreement products. If copyrights are permitted; the agreement shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.
- 9.5.6** Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.

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9.6 Audit Review Procedures.

- 9.6.1** Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not disposed of by agreement, shall be reviewed by LOCAL AGENCY'S Chief Financial Officer.
- 9.6.2** Not later than 30 days after issuance of the final audit report, CONSULTANT may request a review by LOCAL AGENCY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.
- 9.6.3** Neither the pendency of a dispute nor its consideration by LOCAL AGENCY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this contract.
- 9.6.4** If the total Compensation under this Agreement as stated in Section 2 above is greater than \$150,000, CONSULTANT and subconsultant contracts, including cost proposals and ICR, are subject to audits or reviews such as, but not limited to, a contract audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the contract, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The contract, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by LOCAL AGENCY contract manager to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the contract by this reference if directed by LOCAL AGENCY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, state or local governments have access to CPA work papers, will be considered a breach of contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.
- 9.6.5** If the total Compensation under this Agreement as stated in Section 2 above is greater than \$3,500,000, CONSULTANT Cost Proposal is subject to a CPA ICR Audit Work Paper Review by Caltrans' Audit and Investigation (Caltrans). Caltrans, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONSULTANT and approved by the LOCAL AGENCY Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the CONSULTANT to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be

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considered a breach of the contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

9.6.5.1 During a Caltrans' review of the ICR audit work papers created by the CONSULTANT's independent CPA, Caltrans will work with the CPA and/or CONSULTANT toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If Caltrans identifies significant issues during the review and is unable to issue a cognizant approval letter, LOCAL AGENCY will reimburse the CONSULTANT at a provisional ICR until a FAR compliant ICR [e.g. 48 CFR, part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials Audit Guide; and other applicable procedures and guidelines] is received and approved by A&I. Provisional rates will be as follows:

- (a) If the proposed rate is less than 150% - the provisional rate reimbursed will be 90% of the proposed rate.
- (b) If the proposed rate is between 150% and 200% - the provisional rate will be 85% of the proposed rate.
- (c) If the proposed rate is greater than 200% - the provisional rate will be 75% of the proposed rate.

9.6.5.2 If Caltrans is unable to issue a cognizant letter per paragraph 9.6.5.1 above, Caltrans may require CONSULTANT to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. Caltrans will then have up to six (6) months to review the CONSULTANT's and/or the independent CPA's revisions.

9.6.5.3 If the CONSULTANT fails to comply with the provisions of this Section 9.6.5, or if Caltrans is still unable to issue a cognizant approval letter after the revised independent CPA-audited ICR is submitted, overhead cost reimbursement will be limited to the provisional ICR that was established upon initial rejection of the ICR and set forth in paragraph 9.6.5.1 above for all rendered services. In this event, this provisional ICR will become the actual and final ICR for reimbursement purposes under this contract.

9.6.5.4 CONSULTANT may submit to LOCAL AGENCY final invoice only when all of the following items have occurred: (1) Caltrans approves or rejects the original or revised independent CPA-audited ICR; (2) all work under this

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contract has been completed to the satisfaction of LOCAL AGENCY; and, (3) Caltrans has issued its final ICR review letter. The CONSULTANT MUST SUBMIT ITS FINAL INVOICE TO local agency no later than 60 days after occurrence of the last of these items.

The provisional ICR will apply to this contract and all other contracts executed between LOCAL AGENCY and the CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

Section 10 MISCELLANEOUS PROVISIONS.

- 10.1 Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 10.2 Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Sacramento or in the United States District Court for the Eastern District of California.
- 10.3 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 10.4 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.5 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.
- 10.6 Use of Recycled Products.** Professional shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.
- 10.7 Conflict of Interest.**
- 10.7.1** Professional may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place

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Professional in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

10.7.2 Professional shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*

10.7.3 Professional hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the City. If Professional was an employee, agent, appointee, or official of the City in the previous twelve months, Professional warrants that it did not participate in any manner in the forming of this Agreement. Professional understands that, if this Agreement is made in violation of Government Code §1090 *et seq.*, the entire Agreement is void and Professional will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Professional will be required to reimburse the City for any sums paid to the Professional. Professional understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

10.7.4 Federal Funding Provisions Related to Conflict of Interest. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article 10.7.4.

10.7.4.1 CONSULTANT shall disclose any financial, business, or other relationship with LOCAL AGENCY that may have an impact upon the outcome of this contract, or any ensuing LOCAL AGENCY construction project. CONSULTANT shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing LOCAL AGENCY construction project, which will follow.

10.7.4.2 CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this contract.

10.7.4.3 CONSULTANT hereby certifies that neither CONSULTANT, nor any firm affiliated with CONSULTANT 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.

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- 10.7.4.4** Except for sub-consultants whose services are limited to providing surveying or materials testing information, no sub-consultant 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.
- 10.7.4.5** CONSULTANT hereby certifies that neither CONSULTANT, its employees, nor any firm affiliated with CONSULTANT providing services on this project prepared the Plans, Specifications, and Estimate for any construction project included within this contract. An affiliated firm is one, which is subject to the control of the same persons through joint- ownership, or otherwise.
- 10.7.4.6** CONSULTANT further certifies that neither CONSULTANT, nor any firm affiliated with CONSULTANT, will bid on any construction subcontracts included within the construction contract. Additionally, CONSULTANT certifies that no person working under this contract is also employed by the construction contractor for any project included within this contract.
- 10.7.4.7** Except for sub-consultants whose services are limited to materials testing, no sub-consultant who is providing service on this contract shall have provided services on the design of any project included within this contract.
- 10.8** **Solicitation.** Professional agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.
- 10.9** **Contract Administration.** This Agreement shall be administered by Mr. Edgar Medina, P.E. ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.
- 10.10** **Notices.** All notices hereunder and communications regarding interpretation of the terms of this contract and changes thereto, shall be effected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

Any written notice to Professional shall be sent to:

Mr. Howard Zabell, P.E. Project Manager
Drake Haglan & Associates, Inc.
11060 White Rock Road, Suite 200
Rancho Cordova, CA 95670

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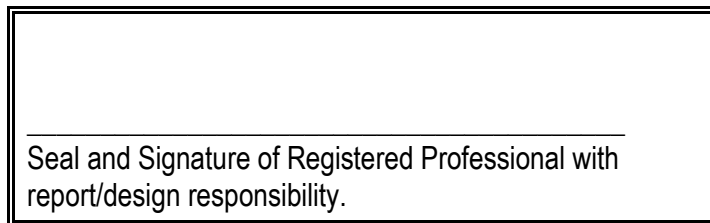
Email Address (for Insurance Update Requests):

hzabell@drakehaglan.com

Any written notice to City shall be sent to:

Mr. Edgar Medina, P.E., Contract Administrator
City of Rancho Cordova
Department of Public Works
2729 Prospect Park Drive
Rancho Cordova, CA 95670

- 10.11 Professional Seal.** Where applicable in the determination of the contract administrator or when required by law, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation. The stamp/seal shall be in a block entitled "Seal and Signature of Registered Professional with report/design responsibility," as in the following example.



- 10.12 Integration.** This Agreement, including the scope of work attached hereto and incorporated herein as Exhibit A, the Cost Proposal attached hereto and incorporated herein as Exhibit B, as well as Forms 10-I, 10-01, 10-02, 10-Q, 17-F, and 12-B represents the entire and integrated agreement between City and Professional and supersedes all prior negotiations, representations, or agreements, either written or oral.
- 10.13 IRS Form W-9.** Professional shall complete and submit Internal Revenue Service Form W-9 to the City before execution of this Agreement. The City's Finance Director shall have authority to waive this requirement.

Section 11 FUNDING PROVISIONS.

11.1 Prohibition of Expending City, State, or Federal Funds for Lobbying.

11.1.1 CONSULTANT certifies to the best of his or her knowledge and belief that:

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- (a) No state, federal or local agency appropriated funds have been paid, or will be paid by-or-on behalf of CONSULTANT to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

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

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

11.2 Statement of Compliance

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

11.2.2 During the performance of this Contract, Consultant and its sub-consultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed,

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national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Consultant and sub-consultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and sub-consultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Consultant and its sub-consultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

11.2.3 If any federal funding is used for this project:

- (a) The Consultant shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49 Code of Federal Regulations, Part 21 - Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the state of California shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- (b) The Consultant, with regard to the work performed by it during the Agreement shall act in accordance with Title VI. Specifically, the Consultant shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of Sub-consultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the Agreement covers a program whose goal is employment.

11.3 Rebates, Kickbacks or other Unlawful Consideration. CONSULTANT warrants that this contract was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any LOCAL AGENCY employee. For breach or violation of this warranty, LOCAL AGENCY shall have the right in its discretion; to terminate the contract without liability; to pay only for the value of the work actually

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performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

11.4 Debarment and Suspension Certification.

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

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

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

11.5 Evaluation of Professional. Professional's performance will be evaluated by City. A copy of the evaluation will be sent to Professional for comments. The evaluation together with the comments shall be retained as part of the contract record.

11.6 National Labor Relations Board Certification. In accordance with Public Contract Code Section 10296, Professional hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against Professional within the immediately preceding two-year period, because of Professional's failure to comply with an order of a federal court that orders Professional to comply with an order of the National Labor Relations Board.

11.7 Equipment Purchase.

11.7.1 Prior authorization in writing, by LOCAL AGENCY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or CONSULTANT

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services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.

- 11.7.2** For purchase of any item, service or consulting work not covered in CONSULTANT's Cost Proposal and exceeding \$5,000 prior authorization by LOCAL AGENCY's Contract Administrator; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.
- 11.7.3** Any equipment purchased as a result of this contract is subject to the following: "CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, LOCAL AGENCY shall receive a proper refund or credit at the conclusion of the contract, or if the contract is terminated, CONSULTANT may either keep the equipment and credit LOCAL AGENCY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established LOCAL AGENCY procedures; and credit LOCAL AGENCY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by LOCAL AGENCY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by LOCAL AGENCY." 2CFR, Part 200 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.

11.7.4 All subcontracts shall contain the above provisions.

11.8 **Disputes.**

- 11.8.1** Any dispute, other than audit, concerning a question of fact arising under this contract that is not disposed of by agreement shall be decided by a committee consisting of City's Contract Administrator, Mr. Edgar Medina, P.E., who may consider written or verbal information submitted by CONSULTANT.
- 11.8.2** Not later than 30 days after completion of all work under the contract, CONSULTANT may request review by City Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.
- 11.8.3** Neither the pendency of a dispute, nor its consideration by the committee will excuse Professional from full and timely performance in accordance with the terms of this contract.

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11.9 Cost Principles.

- 11.9.1** CONSULTANT agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items.
- 11.9.2** CONSULTANT also agrees to comply with federal procedures in accordance with 2 CFR, Part 200 , Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- 11.9.3** Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 2 CFR, Part 200 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by CONSULTANT to LOCAL AGENCY.
- 11.9.4** All subcontracts in excess of \$25,000 shall contain the above provisions

11.10 Disadvantaged Business Enterprise Participation.

- 11.10.1** This contract is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". Consultants who obtain DBE participation on this contract will assist Caltrans in meeting its federally mandated statewide overall DBE goal.
- 11.10.2** The goal for DBE participation for this contract is 9%. Participation by DBE consultant or sub-consultants shall be in accordance with information contained in the Consultant Proposal DBE Commitment (Exhibit 10-O1), or in the Consultant Contract DBE Information (Exhibit 10-O2) attached hereto and incorporated as part of the Contract. If a DBE sub-consultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE sub-consultant, if the goal is not otherwise met.
- 11.10.3** DBEs and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of contracts financed in whole or in part with federal funds. CONSULTANT or sub-consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CONSULTANT shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT-assisted agreements. Failure by CONSULTANT to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as LOCAL AGENCY deems appropriate.

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- 11.10.4** Any subcontract entered into as a result of this contract shall contain all of the provisions of this section.
- 11.10.5** A DBE firm may be terminated only with prior written approval from LOCAL AGENCY and only for the reasons specified in 49 CFR 26.53(f). Prior to requesting LOCAL AGENCY consent for the termination, CONSULTANT must meet the procedural requirements specified in 49 CFR 26.53(f).
- 11.10.6** A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a CUF, evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing, and other relevant factors.
- 11.10.7** A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
- 11.10.8** If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of the contract than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.
- 11.10.9** CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime consultants shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- 11.10.10** Upon completion of the Contract, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprise (DBE), First-Tier Sub-consultants" CEM-2402F [Exhibit 17-F, of the LAPM], certified correct by CONSULTANT or CONSULTANT's authorized representative and shall be furnished to the

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Contract Administrator with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to CONSULTANT when a satisfactory "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Sub-consultants" is submitted to the Contract Administrator.

11.10.11 If a DBE sub-consultant is decertified during the life of the contract, the decertified sub-consultant shall notify CONSULTANT in writing with the date of decertification. If a sub-consultant becomes a certified DBE during the life of the Contract, the sub-consultant shall notify CONSULTANT in writing with the date of certification. Any changes should be reported to LOCAL AGENCY's Contract Administrator within 30 days.

11.11 Covenant Against Contingent Fees. The Consultant warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for the consultant; to solicit or secure this contract; and that he/she has 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 formation of this Agreement. For breach or violation of this warranty, the LOCAL AGENCY shall have the right to annul this contract without liability, or at its discretion; to deduct from the contract price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

11.12 Funding Requirements.

11.12.1 It is mutually understood between the parties that this contract may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.

11.12.2 This contract is valid and enforceable only, if sufficient funds are made available to LOCAL AGENCY for the purpose of this contract. In addition, this contract is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or LOCAL AGENCY governing board that may affect the provisions, terms, or funding of this contract in any manner.

11.12.3 It is mutually agreed that if sufficient funds are not appropriated, this contract may be amended to reflect any reduction in funds.

11.12.4 LOCAL AGENCY has the option to void the contract under the 30-day termination clause pursuant to Article VI, or by mutual agreement to amend the contract to reflect any reduction of funds.

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11.13 Claims Filed by City's Construction Contractor.

- 11.13.1** If claims are filed by LOCAL AGENCY's construction contractor relating to work performed by CONSULTANT's personnel, and additional information or assistance from CONSULTANT's personnel is required in order to evaluate or defend against such claims; CONSULTANT agrees to make its personnel available for consultation with LOCAL AGENCY'S construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.
- 11.13.2** CONSULTANT's personnel that LOCAL AGENCY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from LOCAL AGENCY. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for CONSULTANT's personnel services under this contract.
- 11.13.3** Services of CONSULTANT's personnel in connection with LOCAL AGENCY's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this contract in order to resolve the construction claims.
- 11.13.4** Any subcontracts entered into as a result of this contract, shall contain all of the provisions of this Article.

SIGNATURE PAGE FOLLOWING

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IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first set forth above, which date shall be considered by the Parties to be the effective date of this Agreement. The two Parties to this contract, hereby agree that this contract constitutes the entire agreement which is made and concluded in duplicate between the parties. Both of these Parties for and in consideration of the payments to be made, conditions mentioned, and work to be performed; each agree to diligently perform in accordance with the terms and conditions of this contract as evidenced by the signatures below.

City of Rancho Cordova**Drake Haglan Associates**

Cyrus Abhar, City Manager

Howard Zabell, Principal Engineer

Date: _____

Date: _____

Attest:

Stacy Leitner, City Clerk

Date: _____

Approved as to Form:

Adam Lindgren, City Attorney

Date: _____

Attachments:

Exhibit A – Scope of Services

Exhibit B – Cost Proposal

Exhibit 10-I – Notice to Proposers DBE Information

Exhibit 10-O1 – Professional's Proposal DBE Commitment

Exhibit 10-O2 – Professional Contract DBE Information

Exhibit 10-Q – Nonlobbying certification for Federal-Aid Contracts

Exhibit 17-F – Final Report – Utilization of DBE First Tier Subcontractors

Exhibit 12-B – Bidder's List of Subcontractors (DBE and Non-DBE) [For construction contracts only]

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EXHIBIT A

SCOPE OF SERVICES

The City is contracting with the Consultant to provide construction management services during the construction phase of the Zinfandel Complex Project. The term construction phase as it pertains to this Exhibit shall mean the Project's pre-construction, construction, and closeout phases. The services to be provided by the Consultant shall include, but not be limited to, those listed below.

The Consultant shall have knowledge of the City/County Standards as well as knowledge of Caltrans design procedures, Caltrans LAPM, Caltrans LAPG, Caltrans Standard Plans and Specifications, and State regulatory requirements.

The Consultant shall provide Construction Managers (hereinafter referred to as "CM"), licensed as Professional Civil Engineer Registered in the State of California, for a wide range of services including but not limited to: administration, project inspection, quality assurance, materials testing, safety, claims mitigation, document control, labor compliance, construction management and constructability review. The CM shall qualify and act as the City's Resident Engineer in accordance with state and federal requirements. The Consultant will not be responsible for the construction staking but will be required to confirm/verify correctness; construction staking will be performed by the design engineer or contractor under a separate contract. The construction manager services will encompass serving as the City's Representative to the Construction Contractor and the public with regard to activities at the construction site, interpretation of the requirements of the Construction Contract Documents, assessing the acceptability of the Contractor's work, and materials sampling and testing.

For all testing work on federal and state aided projects, the laboratory and testing personnel must be certified as required by the City of Rancho Cordova's Quality Assurance Program (QAP) Manual. The Consultant must follow all pertinent State testing requirements as required in the QAP.

All inspection, materials testing, construction management, and related activities shall be completed in accordance with the latest edition of, but not limited to, the following documents:

- Regulatory Agency Permits
- City/County Standards
- Caltrans Standard Test Methods

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- Caltrans Manual of Traffic Control for Construction & Maintenance Work Zones
- Caltrans Construction Manual & Bulletins
- Manual of Uniform Traffic Control Devices & California Supplement
- City of Rancho Cordova Construction Procedures Manual
- Caltrans LAPM and LAPG
- City of Rancho Cordova QAP

PROJECT TASKS**1.0 CONSTRUCTION ADMINISTRATION**

The Consultant shall provide construction administration of the project to facilitate the ongoing construction efforts. At a minimum the Consultant shall:

- Comply with Cal-OSHA regulations regarding safety equipment and procedures, and safety instructions issued by the State.
- Provide labor compliance services including, but not limited, to monitoring contractor compliance with applicable labor laws.
- Ensure compliance with Contractor's DBE requirements.
- Provide administrative, management and related services as required to coordinate the work of the Contractor, to complete the project in accordance with contract documents, State regulations and in accordance with the City's objectives for cost, time and quality.
- Coordinate with the City, Caltrans and all other involved agencies to obtain and comply with all required permits.
- Prepare all ongoing documentation, testing and other administration associated with the project funding.
- Review the construction schedule, including activity sequences and durations, schedule of submittals and schedule of delivery for products with long lead-time. Work with the Contractor to maintain the project schedule to show current conditions and suggest revisions that may be required.
- Prepare a cost control program. Provide continuous monitoring of the approved estimate of construction cost, showing actual costs for activities in progress and estimates for incomplete tasks. Identify variances between actual and budgeted or estimated costs and advise the City whenever projected costs exceed budgets or estimates.
- Recommend necessary or desirable changes in the construction Contractor's scope of work to the City, review and evaluate Contractor's request for changes, assist in negotiating Contractor's proposals, submit recommendations to the City supported by field data, and if they are accepted, prepare change orders for signature and the City's authorization.

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- Maintain strict cost accounting records on authorized work performed under unit costs, additional work performed on the basis of actual costs of labor and materials, or other work requiring accounting records.
- Develop and implement procedures for the review and processing of applications by Contractor for progress and final payments. Make recommendations for certification to the City for payment.
- Consult with the Design Engineer and the City if the Contractor requests interpretations of the meaning and intent of the drawings and specifications, and assist in the resolution of questions, which may arise.
- Provide a staffing schedule each month for the following month. This schedule is subject to the City's approval.
- Manage any utility work to be performed by utility agencies (work not part of Contractor's responsibilities).

The Construction Manager shall include personnel with the following specific duties:

A. Resident Engineer/Assistant Resident Engineer - The Resident Engineer/Assistant Resident Engineer shall be responsible for the construction contract administration and shall ensure that the performance of assigned work complies with the requirements of the plans, specifications, and City standards. The Consultant may propose one or two staff persons, as they see fit, to provide the duties described herein. The essential duties of the Resident Engineer/Assistant Resident Engineer shall include, but not limited to, the following:

- Coordination with other Consultants
- Conduct pre-construction conference and periodic construction progress meetings
- Coordinate utility work
- Community Outreach including preparing and distributing notices.
- Grant administration including periodic reporting to granting agency.
- Attend pre-construction conference and periodic construction progress meetings including, but not limited to, preparation of agendas and meeting minutes.
- Monitor the contractor's operations.
- Analyze the plans, estimates, and preliminary quantity calculations, and determine if the estimated quantities cover all contemplated work items.
- Study the environmental permits or approvals.
- Coordinate required testing stated in the specifications and special inspections as necessary
- Ensure that the contractor complies with the DBE Program Plan.

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- Assist the Labor Compliance Officer with administering labor compliance requirements.
- Prepare a monthly Project Progress Report, outlining at a minimum, accomplishments since the prior Project Progress Report; current status of Project performance such as cost and schedule performances; progress toward resolution of previously identified problems; problems or potential problems since the prior Project Progress Report, planned corrective actions; and milestones expected to be reached during the next reporting period. Each Project Progress Report shall also include photographs taken during the reporting period.
- Ensure the contractor complies with all contract requirements.
- Call for required tests to ensure work quality in conformance with the City's Quality Assurance Program (QAP).
- Keep complete, accurate, and concise records (daily reports) of the work and quantities measured for payment.
- Keep the City informed of work progress and problems.
- Respond to any contractor questions about plans and specifications.
- Work effectively by knowing construction methods and inspection techniques.

The aforementioned duties are essential and shall not be considered as a comprehensive list of duties for the resident engineer/assistant resident engineer. Full details of the responsibilities and duties of the Resident Engineer/Assistant Resident Engineer are discussed in the California Department of Transportation (Caltrans) Construction Manual, Local Assistance Procedures Manual, and Surveys Manual.

The Resident Engineer/Assistant Resident Engineer shall be a licensed professional civil engineer. The Resident Engineer/Assistant Resident Engineer should also be a Qualified Storm Water Pollution Prevention Plan Developer (QSD) or Qualified Storm Water Pollution Prevention Plan Practitioner (QSP), as certified by the California Stormwater Quality Association (CASQA)/California Construction General Permit Training Team.

B. Structural Representative – the Structure Representative shall be responsible for the technical and administrative control of the structure element and shall perform quality assurance over the contractor's work that involves structures and the contract's necessary structure-related administrative tasks. The essential duties of the Structure Representative shall include but not limited to, the following:

- Participate in pre-construction conference and periodic construction progress meetings.
- Administer all assigned contracts for structure work.

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- Inspect, document, and field test or call for required testing of materials for all structure work in conformance with the City's Quality Assurance Program (QAP).
- Provide claim positions and draft change orders for structure work.
- Confer with the contractor regarding the need for construction surveys for the structures, and coordinates with the contractor's land surveyor.
- Coordinate with the contractor regarding any special job-specific safety training that may be required to inspect structure work (e.g. fall protection, confined spaces, etc.).

The aforementioned duties are essential and shall not be considered as a comprehensive list of duties contained in this RFP. Full details of the responsibilities and duties of the Structure Representative are discussed in the California Department of Transportation (Caltrans) *Local Agency Structure Representative Guidelines, Construction Manual, Local Assistance Procedures Manual, Bridge Construction Records and Procedures Manual, and Surveys Manual*.

The Structure Representative shall be a professional civil engineer, licensed in the State of California, with qualifying structure-related experience relative to the structure work involved, and pre-approved by the Caltrans Office of Structures Construction Area Construction Manager.

C. Labor Compliance Administration Services - the Labor Compliance Officer shall perform administration of the labor compliance to enforce the contract's provisions and ensure that all labor compliance requirements are performed and documented in the Project file. The essential duties of the Labor Compliance Officer shall include, but not be limited to the following:

- Participate in pre-construction conference and periodic construction progress meetings, as needed.
- Review Resident Engineer's daily reports, which note employees, labor classifications, hours worked, and equipment working on the Project.
- Conduct spot interviews with employees on the Project.
- Maintain written evidence of apprentices employed on the Project.
- Ensure that the contractor submits certified payrolls and/or owner operator listings for their work and from all subcontractors or equipment rental companies who perform work on the Project.
- Spot checking the payrolls or listings to ensure that, at the least, applicable Davis-Bacon or State prevailing wage rates are paid.
- Cross check reports, interviews, and payrolls and wage rates in order to determine the contractor's and subcontractor's compliance. Compare all force account or day labor work to certified payrolls.
- Ensure that the contractor posts all specified posters, notices, wage determinations, etc. at the job site.

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- In concurrence with the Resident Engineer, apply necessary sanctions against the contractor for failure to submit payrolls or noncompliance with the labor standard requirements.
- Reporting any apparent violation of state or federal labor requirements to the Resident Engineer, immediately upon discovery.

The aforementioned duties are essential and shall not be considered as a comprehensive list of duties. Full details of the responsibilities and duties of the Labor Compliance Officer are discussed in the California Department of Transportation (Caltrans) *Construction Manual*, and *Local Assistance Procedures Manual*.

1.1 CONSTRUCTABILITY REVIEW

Constructability Review - The plans and specifications for the project are essentially complete. However, the Consultant shall provide a limited constructability review prior to advertisement or bid opening so that as many issues can be addressed/resolved prior to opening bids.

Deliverables:

- One copy of the final Constructability Review

1.2 PRECONSTRUCTION ACTIVITIES

Documentation of Pre-construction Conditions - Consultant shall document pre-construction conditions using photographs, written notes, and video. The entire site shall be videotaped prior to construction. Special or sensitive areas shall be noted and extra documentation may be required.

Deliverables:

- Copies of all documentation, including photographs, notes and video

1.3 PROJECT DOCUMENTATION MANAGEMENT

Documentation and Record Keeping - The Consultant shall maintain all documents to provide a detailed account of the construction effort, progress and contractual obligations. The Consultant shall provide at a minimum the services below:

- Verify that all required certificate of bonds and insurance have been received from the Contractor and forwarded to the City for approval.
- Maintain at the project site, on a current basis: a record copy of all contracts, drawings, specifications, addenda, change orders and other modifications, in good order and marked to record all

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changes made during construction; shop drawings, product data, samples, submittals, purchases, materials, equipment, applicable handbooks, maintenance and operating manuals and instructions, other related documents and revisions which are relevant to the contract work.

- During the course of construction, maintain one set of plans with markings and dimensions in red ink to denote field changes or other corrections.
- A detailed photographic history of all phases of the project shall be maintained on a daily basis. Each photograph will be labeled as to location, direction of view, date, time and items of interest. The photographs shall be maintained in an album and the photographs shall be indexed for ease of retrieval. Photos shall also be taken of the following:
 - Barricade placement.
 - Disputed work items.
 - Work that has to be duplicated, replaced, or removed.
 - Completed work.
 - Extra work.

1.4 MEETINGS

Meetings - Consultant shall prepare for and conduct weekly construction progress meetings to discuss such matters as procedures, progress, problems and scheduling and any other required meetings between the Contractor, City, the Design Engineer and any agencies related to the project. Consultant shall take minutes of the meetings and distribute them to attendees within one week of the meeting. Meetings shall be held at the offices of the City of Rancho Cordova Department of Public Works or at a mutually agreeable location determined during the pre-construction meeting.

Deliverables:

- Pre-construction meeting with City and all applicable parties related to the project.
- Weekly meetings with City and all applicable parties related to the project.
- Any meetings necessary to immediately resolve project issues related to scope, cost, schedule, etc.
- Meeting minutes

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1.5 SUBMITTALS AND CLARIFICATIONS

Submittals and Clarifications - The Consultant shall issue documented clarifications and interpretations of the Project Plans and Specifications in response to requests by the Contractor. The Consultant shall notify the City of any clarifications or interpretations that may result in a change order. The Consultant shall also accept and process submittals, including but not limited to shop drawings, product data, and product samples. The Consultant shall review any submittals deemed appropriate by the City. Submittals requiring review by the Design Engineer shall be logged and transmitted for formal review. Consultant shall be responsible to see that all submittals are reviewed and returned in a timely manner.

Deliverables:

- Copies of all documentation for clarification and interpretation of the Project Plans and Specifications

1.6 QUALITY ASSURANCE AND FIELD INSPECTION

1.6.1 Quality Assurance - The CM shall review the work of the Contractor, trade and specialty contractors on the project as it is being performed, until final completion and acceptance by the City, to assure that the work performed and materials furnished are in accordance with the contract documents. The CM shall confer with the Project Manager and the appropriate consultants to make the final interpretation, in writing, and transmit it to the City and appropriate parties for resolution.

1.6.2 Field Inspection - Consultant shall provide experienced and qualified field inspectors (who are acceptable to the City) to observe/inspect the Contractor's construction work on a daily basis. The Inspector shall inspect all constructed facilities prior to burial and observe all tests required to be performed by the Contractor or referenced in the Project Plans and Specifications. Field inspectors shall monitor the Contractor's performance for adherence to project plans and specifications, construction quality, cost, and schedule and shall enforce, either approving or rejecting the Contractor's work in accordance with the requirements of applicable Contract Documents. Inspectors will review the safety programs developed by the Contractor as required by the contract documents and monitor the Contractor's compliance. Depending on the scope of the project, individual inspectors shall have inspection experience that includes, but is not limited to, the following areas:

1. General site preparation including clearing, grubbing, and mass grading. Environmentally sensitive issues such as wetland preservation/mitigation, tree protection, tree removal and mitigation, water quality management, and erosion control construction and monitoring.

CONTRACT 180-2018

2. Underground construction that includes wet and dry utilities, canals, detention ponds, etc.
3. New road construction, existing road widening and improvements including subgrade, structural section and paving, knowledge of bridge construction inspection, and pier construction and placement.
4. Other experience applicable to the project.

Daily inspection reports and diaries of Contractor's construction activities shall be prepared and made available to the City on the following day. Daily inspection reports shall include, at a minimum, the following information: Contractor's activities, weather conditions, discussions with the Contractor, problems and issues dealt with, approved changes, and any other information necessary to create a satisfactory record of the day's activities at the project site in accordance with standard inspection practice. The Consultant shall document special situations by photograph or video accompanied with a written description. Consultant shall document any defective work until it is repaired to the Consultant's and City's satisfaction and quality of work is in accordance with the contract documents.

The Consultant shall prepare and submit a written weekly report to the City describing updates of the project progress, summaries of work performed including percent of work completed, work activities behind schedule, any community relations issues and defective work. All outstanding deficiencies shall also be noted in the weekly report until resolved or settled.

Deliverables:

- Daily Inspection Reports
- Weekly Reports

1.7 MATERIAL TESTING

Testing – Consultant shall provide, coordinate, and monitor all field and laboratory testing of soils, backfill, asphalt concrete, Portland cement concrete, and other testing required by law or the Project Plans and Specifications. Consultant(s) shall perform all testing work with certified technicians including, but not limited to, Caltrans certifications. All Consultant(s) laboratory facilities shall be certified to perform the respective tests according to the Caltrans Quality Assurance Program Manual for use by Local Agencies and shall be approved by the City. Consultant shall review results of tests, forward copies of the results to the City as part of the weekly reports, and work with the Contractor to resolve deficiencies. All test procedures will be in accordance with the latest Caltrans Test Methods and the City of Rancho Cordova Specifications.

CONTRACT 180-2018

Deliverables:

- Copies of all testing results

1.8 PROJECT COMPLETION AND CLOSEOUT**1.8.1**

Final Completion & Acceptance - After the project is substantially complete, the Consultant shall schedule a walk through with the City, request input from all other City Departments needed to prepare a "punch list" of incomplete or unsatisfactory items, and submit the list to the Contractor. Once all work is satisfactorily complete, the Consultant shall deliver a statement to the City indicating that to the best of the Consultant's knowledge and belief, after diligent investigation including satisfaction of its other obligations under the agreement, the project has been completed in accordance with the Project Plans and Specifications and the Consultant recommends acceptance of the project by the City. The Consultant shall submit the Final Progress Pay Estimate signed by the Contractor.

1.8.2.1 Project Closeout - The Consultant shall submit to the City's Representative the following close out items:

1. The original set of all inspection reports, summaries, testing documents, meeting minutes, clarifications, schedules, correspondence and other documents related to the construction of this project.
2. All records, maps, and plans maintained by the Consultant during construction.
3. All approved shop drawings, submittals and manufacturers' literature maintained by the Consultant during the construction project.
4. One complete set of annotated project progress photographs bound chronologically and videotapes taken before and during construction.
5. One set of record drawings of as-built changes in neat red pencil.

2.0 Public Outreach Support Services During Construction

Upon request and direction by the City, the Consultant shall assist the City in the preparation of materials and documents related to the City's Public Outreach efforts in informing and educating the public on issues related to the project construction, (general project information, construction progress, traffic detours, etc.). Such support may include meetings, contact with potentially impacted parties or attendance at public outreach events. City will issue task orders for any such work requested of the Consultant for this task.

CONTRACT 180-2018

3.0 OTHER TASKS RELATED TO SPECIFIC WORK TASKS ABOVE

- A. Other Tasks** - As part of the inspections and construction administration activities, the Consultant shall include the tasks listed below as part of the overall project activities as listed in the professional services agreement:
1. Consultant shall monitor Contractor's coordination with various utility companies.
 2. Consultant shall inspect traffic control and erosion control measures as often as necessary to assure activities are in accordance with the Contract documents and State regulations.
 3. Consultant shall provide topographic survey and construction staking services upon request from CITY.
 4. Consultant shall notify the City immediately of any errors or omissions that are found on the plans and specifications during construction.
 5. Consultant shall enforce the requirements of the California Labor Code as they pertain to the project. The detailed description of the Labor Code requirements is described in Section 7 of the State Standard Specifications.
 6. Consultant shall take appropriate action to ensure correction of observed safety violations under the requirements of the CAL OSHA Construction Safety Orders.
- B. Warranty Inspection** – The Consultant shall provide a warranty inspection prior to the warranty expiration date. The Consultant will submit a copy of the warranty report to the City.
- C. Local Agency Obligations** – All plans, specifications and data applicable to the projects and in possession of the City of Rancho Cordova are too made available to the Consultant. The City will assign a City Project Manager for all projects associated with this RFP to assist/direct the Consultant.
- D. Project Record Keeping - Virtual Project Manager (VPM)** - Consultant shall submit daily progress reports to the engineer via the internet utilizing a web site address VPM @ WWW.VIRTUAL-PM.COM managed by the City. The inspector or resident engineer shall use Virtual Project Manager (VPM) to record daily progress, problems, transmittals, submittals, change orders and all general correspondences. The city project manager and the contractors will communicate exclusively through VPM throughout each construction project. A digital camera, daily use of computer and internet access by inspector are required.

CONTRACT 180-2018

E. Department of Industrial Relations – SB 854 Compliance - Consultant shall comply with the Public Works Contractor Registration Law – SB 854 as required by the Department of Industrial Relations.

4.0 MISCELLANEOUS REQUIREMENTS

The Consultant shall support the City in any post-completion dispute, rendering reasonable assistance, providing access to its records, but is not intended to retain independent experts.

Staff meetings of the Consultant shall not be considered as part of services for which payment will be made.

Time required by the Consultant to reach the designated work site shall not be considered part of the services for which payment will be made.

Costs associated with vehicle, phone and computer shall be included in Consultants hourly rate and no separate reimbursable request will be allowed.

Billing shall be on a four-week interval as designated by the City.

There shall be no reimbursable expenses on this project unless approved in writing, in advance, by the City.

The City will not provide office space for Consultant staff. If additional accommodations are needed by the Consultant, Consultant shall be responsible for obtaining the additional accommodations at no cost to the City.

EXHIBIT B

ATTACHMENT 2
CONTRACT 180-2018

Zinfandel Complex Project - Construction Management

City of Rancho Cordova



DBE Utilization 9.68%

10/16/2018

	DHA		R.E.Y Engineers		UNICO Engineering		Advanced Mobility Group		GEOCON		TOTAL	
	hours	cost	hours	cost	hours	cost	hours	cost	hours	cost	HOURS	COST
1.0 Construction Administration												
1.1 Constructability Review	40	\$9,212.85	45	\$6,603.52							85	\$15,816
1.2 Preconstruction Activities	170	\$25,869.01	35	\$5,136.07							205	\$31,005
1.3 Project Document Management	430	\$50,614.50	65	\$9,538.41							495	\$60,153
1.4 Meetings	150	\$31,739.39	45	\$6,603.52							195	\$38,343
1.5 Submittals and Clarifications	375	\$75,626.82	75	\$11,005.86							450	\$86,633
1.6 Field Inspection and Quality Assurance	1,420	\$285,024.09	245	\$35,952.49	505	\$76,709.34	165	\$23,625.48			2335	\$421,311
1.7 Materials Testing	121	\$22,019.55							560	\$68,087.13	681	\$90,107
1.8 Project Closeout	235	\$42,644.54	50	\$7,337.24							285	\$49,982
Total Task 1	2,941	\$542,750.74	560	\$82,177.11	505	\$76,709.34	165	\$23,625.48	560	\$68,087.13	4731	\$793,350
2.0 Public Outreach Assistance												
2.1 Public Outreach Assistance	70	\$8,257.86									70	\$8,258
Total Task 2	70	\$8,257.86									70	\$8,258
TOTAL DIRECT LABOR HOURS	3,011	551,009	560	82,177	505	76,709	165	23,625	560	68,087	4,801	801,608
TOTAL OTHER DIRECT COST							\$1,500.00		\$20,230.00			\$21,730.00
ANTICIPATED SALARY INCREASE				\$3,081.64		\$3,650.98	\$354.38					\$7,087.00
TOTAL PROJECT COST	\$551,008.60		\$85,258.75		\$80,360.32		\$25,479.86		\$88,317.13			\$830,424.66

Zinfandel Complex Project - Construction Management

City of Rancho Cordova



Drake Haglan and Associates

Prime

Exhibit A

Loaded Rate:	Construction Manager, Howard Zabeil	Resident Engineer, Robert Shackelford	Inspector: 1st Shift **, Houshang Hatami	Inspector: 1st Shift OT, Houshang Hatami	Inspector: 2nd Shift, Houshang Hatami	Environmental, Lindsay Tisch	Office Engineer / Admin, Lora Gibbs	Public Outreach Assistance, Annette Manz	TASK HOURS	Labor Cost without Esc	TASK COSTS
	\$223.67	\$223.67	\$169.11	\$200.11	\$190.25	\$106.38	\$96.83	\$114.56			
1.0 Construction Administration											
1.1 Constructability Review	40								40	\$8,946.69	\$9,212.85
1.2 Preconstruction Activities	20	40				110			170	\$25,121.64	\$25,869.01
1.3 Project Document Management	25	20	25				360		430	\$49,152.22	\$50,614.50
1.4 Meetings	40	60	50						150	\$30,822.42	\$31,739.39
1.5 Submittals and Clarifications	100	150	75				50		375	\$73,441.92	\$75,626.82
1.6 Field Inspection and Quality Assurance	220	350	620	70	160				1420	\$276,789.60	\$285,024.09
1.7 Materials Testing	10	40	46				25		121	\$21,383.40	\$22,019.55
1.8 Project Closeout	70	60	30				75		235	\$41,412.52	\$42,644.54
Total Task 1	525	720	846	70	160	110	510		2941	\$527,070.40	\$542,750.74
2.0 Public Outreach Assistance											
2.1 Public Outreach Assistance								70	70	\$8,019.29	\$8,257.86
Total Task 2								70	70	\$8,019.29	\$8,257.86
TOTAL DIRECT LABOR HOURS	525	720	846	70	160	110	510	70	3011	\$535,089.68	\$551,008.60
TOTAL PROJECT COST										\$551,008.60	

Zinfandel Complex Project - Construction Management

City of Rancho Cordova

**R.E.Y Engineers****Resident Engineer****Exhibit A**

	Assistant Resident Engineer, Elias Travis	TASK HOURS	TASK COSTS
	\$146.74		
1.0 Construction Administration			
1.1 Constructability Review	45	45	\$6,603.52
1.2 Preconstruction Activities	35	35	\$5,136.07
1.3 Project Document Management	65	65	\$9,538.41
1.4 Meetings	45	45	\$6,603.52
1.5 Submittals and Clarifications	75	75	\$11,005.86
1.6 Field Inspection and Quality Assurance	245	245	\$35,952.49
1.7 Materials Testing			
1.8 Project Closeout	50	50	\$7,337.24
Total Task 1	560	560	\$82,177.11
2.0 Public Outreach Assistance			
2.1 Public Outreach Assistance			
Total Task 2			
TOTAL DIRECT LABOR HOURS	560	560	\$82,177.11
OTHER DIRECT COSTS (see attached sheet)			
ANTICIPATED SALARY INCREASE			\$3,081.64
TOTAL PROJECT COST			\$85,258.75



Zinfandel Complex Project - Construction Management

City of Rancho Cordova

UNICO Engineering

Inspector

Exhibit A

	Construction Inspector: 1st Shift**, Michael Mutto	Construction Inspector: 1st Shift (1.5xOT) **, Michael Mutto	Construction Inspector: 1st Shift (2.0xOT)**, Michael Mutto	Construction Inspector: 2nd Shift**, Michael Mutto	Construction Inspector: 2nd Shift (1.5xOT)** , Michael Mutto	Construction Inspector: 2nd Shift (2.0xOT)**, Michael Mutto	TASK HOURS	TASK COSTS
	\$140.36	\$167.86	\$195.36	\$154.73	\$185.04	\$215.36		
1.0 Construction Administration								
1.1 Constructability Review								
1.2 Preconstruction Activities								
1.3 Project Document Management								
1.4 Meetings								
1.5 Submittals and Clarifications								
1.6 Field Inspection and Quality Assurance	175	25		280	25		505	\$76,709.34
1.7 Materials Testing								
1.8 Project Closeout								
Total Task 1	175	25		280	25		505	\$76,709.34
2.0 Public Outreach Assistance								
2.1 Public Outreach Assistance								
Total Task 2								
TOTAL DIRECT LABOR HOURS	175	25		280	25		505	\$76,709.34
OTHER DIRECT COSTS (see attached sheet)								
ANTICIPATED SALARY INCREASE								\$3,650.98
TOTAL PROJECT COST								\$80,360.32

Zinfandel Complex Project - Construction Management

City of Rancho Cordova

Advanced Mobility Group

Inspector

Exhibit A

		Project Manager, Joy Bhattacharya	Engineer, Steve Au	TASK HOURS	TASK COSTS
		\$225.46	\$127.05		
1.0 Construction Administration					
1.1	Constructability Review				
1.2	Preconstruction Activities				
1.3	Project Document Management				
1.4	Meetings				
1.5	Submittals and Clarifications				
1.6	Field Inspection and Quality Assurance	26	139	165	\$23,625.48
1.7	Materials Testing				
1.8	Project Closeout				
Total Task 1		26	139	165	\$23,625.48
2.0 Public Outreach Assistance					
2.1	Public Outreach Assistance				
Total Task 2					
TOTAL DIRECT LABOR HOURS		26	139	165	\$23,625.48
OTHER DIRECT COSTS (see attached sheet)					\$1,500.00
ANTICIPATED SALARY INCREASE					\$354.38
TOTAL PROJECT COST					\$25,479.86

Zinfandel Complex Project - Construction Management

City of Rancho Cordova



GEOCON

Materials Testing

Exhibit A

	Principal Engineer, Jeremy Zorne	Senior Engineer, Loutzenhiser	Project Engineer, Church, Dixon	Materials Tester - Group 2 (PW)**, Baumbach, Staff	Materials Tester - Group 3 (PW)**, Dail, Staff	Materials Tester - Group 4 (PW)**, Englund, Staff	Word Processing, Boeschen, Staff	TASK HOURS	TASK COSTS
	\$187.45	\$159.34	\$115.60	\$140.68	\$121.50	\$105.16	\$82.79		
1.0 Construction Administration									
1.1 Constructability Review									
1.2 Preconstruction Activities									
1.3 Project Document Management									
1.4 Meetings									
1.5 Submittals and Clarifications									
1.6 Field Inspection and Quality Assurance									
1.7 Materials Testing	8	24	130	64	240	80	14	560	\$68,087.13
1.8 Project Closeout									
Total Task 1	8	24	130	64	240	80	14	560	\$68,087.13
2.0 Public Outreach Assistance									
2.1 Public Outreach Assistance									
Total Task 2									
TOTAL DIRECT LABOR HOURS	8	24	130	64	240	80	14	560	\$68,087.13
OTHER DIRECT COSTS (see attached sheet)									\$20,230.00
ANTICIPATED SALARY INCREASE									
TOTAL PROJECT COST									\$88,317.13



LAPM 10-H1's

EXHIBIT 10-H COST PROPOSAL Page 1 of 3
ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
(DESIGN, ENGINEERING, AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

Consultant: Drake Haglan and Associates

Project No. Zinfandel Complex Project - CM

☒ Prime Consultant

☐ Subconsultant

☐ 2nd Tier Subconsultant

Contract No. TBD

Date: 10/24/2018

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Principal Engineer	Howard Zabell	525.0	\$82.00	\$43,050.00
Senior Engineer, Range D	Robert Shackelford	720.0	\$82.00	\$59,040.00
Inspector: 1st Shift **	Houshang Hatami	846.0	\$62.00	\$52,452.00
Inspector: 1st Shift OT	Houshang Hatami	70.0	\$73.37	\$5,135.90
Inspector: 2nd Shift	Houshang Hatami	160.0	\$69.75	\$11,160.00
Senior Environmental Planner	Lindsay Tisch	110.0	\$39.00	\$4,290.00
Office Engineer	Lora Gibbs	510.0	\$35.50	\$18,105.00
Public Relations Manager	Annette Manz	70.0	\$42.00	\$2,940.00
Principal Engineer	To Be Determined		\$105.95	
Associate Principal Engineer	To Be Determined		\$93.49	
Senior Engineer, Range D	To Be Determined		\$93.86	
Senior Engineer, Range C	To Be Determined		\$75.16	
Senior Engineer, Range B	To Be Determined		\$69.66	
Senior Engineer, Range A	To Be Determined		\$64.16	
Engineer, Range C	To Be Determined		\$58.66	
Engineer, Range B	To Be Determined		\$54.99	
Engineer, Range A	To Be Determined		\$49.13	
Associate Engineer	To Be Determined		\$60.49	
Assistant Engineer, Range B	To Be Determined		\$44.00	
Assistant Engineer, Range A	To Be Determined		\$37.76	
Engineering Technician	To Be Determined		\$25.66	
CAD Manager	To Be Determined		\$52.43	
Senior CAD Technician	To Be Determined		\$47.66	
Senior CAD Designer	To Be Determined		\$44.00	
Senior Designer	To Be Determined		\$41.79	
CAD Designer	To Be Determined		\$36.66	
CAD Technician III	To Be Determined		\$43.63	
CAD Technician II	To Be Determined		\$39.60	
CAD Technician I	To Be Determined		\$25.66	
Environmental Services Manager	To Be Determined		\$70.39	
Senior Environmental Planner, Level 2	To Be Determined		\$65.99	
Senior Environmental Planner, Level 1	To Be Determined		\$49.49	
Environmental Planner, Level 2	To Be Determined		\$42.16	
Environmental Planner, Level 1	To Be Determined		\$39.59	
Assistant Environmental Planner, Level 2	To Be Determined		\$33.00	
Assistant Environmental Planner, Level 1	To Be Determined		\$20.16	
Construction Manager	To Be Determined		\$91.66	
Senior Resident Engineer	To Be Determined		\$95.32	
Resident Engineer	To Be Determined		\$78.82	
Assistant Resident Engineer	To Be Determined		\$57.56	
Structures Representative	To Be Determined		\$79.92	
Senior Construction Inspector**	To Be Determined		\$67.09	
Construction Inspector**	To Be Determined		\$62.32	
Assistant Construction Inspector**	To Be Determined		\$42.16	
Construction Inspection Trainee**	To Be Determined		\$38.49	
Senior Office Engineer	To Be Determined		\$54.63	
Office Engineer	To Be Determined		\$47.66	
Assistant Office Engineer	To Be Determined		\$33.00	
Public Relations Manager	To Be Determined		\$53.16	
Outreach Manager	To Be Determined		\$53.16	
Outreach Coordinator	To Be Determined		\$33.00	
Outreach Administrator	To Be Determined		\$29.33	
Digital Marketing Coordinator	To Be Determined		\$29.33	
Graphic Designer	To Be Determined		\$29.33	
Senior Project Coordinator	To Be Determined		\$56.83	
Project Coordinator	To Be Determined		\$49.86	
Assistant Project Coordinator	To Be Determined		\$27.50	
Administration - Manager	To Be Determined		\$49.49	
Administration	To Be Determined		\$38.50	
Administrative Assistant	To Be Determined		\$31.16	
Total		3,011.0		\$196,172.90

LABOR COSTS

Subtotal Direct Labor Costs\$196,172.90

Anticipated Salary Increases (Note 3)\$5,836.13

c) TOTAL DIRECT LABOR COSTS [(a)+(b)]\$202,009.03

INDIRECT COSTS

Fringe Benefits (Rate):55.37%

Overhead (Rate):88.06%

General and Administrative (Rate):0.11%

e) Total Fringe Benefits [(c) × (d)]\$111,852.40

g) Overhead [(c) × (f)]\$177,889.15

i) Gen & Admin [(c) × (f)]\$222.21

j) TOTAL INDIRECT COSTS [(e) +(g) + (i)]\$289,963.77

FIXED FEE

k) TOTAL FIXED PROFIT12%

\$59,036.74

CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

Description	Quantity	Unit	Unit Cost	Total
Outside Vendor Printing & Reproduction (Note 5)		EA		
U.S. Mail		EA		
Overnight Mail Service		EA		
m) Personal Vehicle		Mile		
Rental Vehicle & Gas		Day		
Tolls & Parking		EA		
Per Diem		EA		
Research Fees		EA		
EDR Record Search		EA		
Cultural Record Search		EA		

l) TOTAL OTHER DIRECT COSTS

SUBCONSULTANT'S COSTS (add additional pages if necessary)

Subconsultant 1:	R.E.Y Engineers	\$85,258.75
Subconsultant 2:	UNICO Engineering	\$80,360.32
Subconsultant 3:	Advanced Mobility Group	\$25,479.86
Subconsultant 4:	GEOCON	\$88,317.13

m) TOTAL 2nd TIER SUBCONSULTANT'S COSTS \$279,416.06

n) TOTAL OTHER DIRECT COSTS INCLUDING 2nd TIER SUBCONSULTANTS [(l) + (m)] \$279,416.06

TOTAL COST [(c) + (j) + (k) + (n)] \$830,424.66

NOTES:

- Key Personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal Cost Principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognized agency or accepted by Caltrans.
- Anticipated salary increases calculation (page 2) must accompany.
- Pre-approved travel and per-diem costs will be reimbursed in conformance with the current Department of Transportation Travel and Expense Guide for Consultants.
- Pre-approved actual costs are competitive prices from appropriate vendors in their respective industries, and supported by receipts.



Zinfandel Complex Project - Construction Management

City of Rancho Cordova

Exhibit A

10/16/2018

Escalation Per Year = 3.50%

Escalation on Cost Proposal = 2.97%

Task Costs with Escalation

		Percentage Complete Each Year				Total (Must = 100%)	Pre- Escalation Task Cost	Escalation	Escalated Cost (based on % complete)
		2018 0.15%	2019 0.85%	2020	2021				
1.0 Construction Administration									
1.1	Constructability Review	15%	85%			100.00%	\$8,946.69	\$266.16	\$9,212.85
1.2	Preconstruction Activities	15%	85%			100.00%	\$25,121.64	\$747.37	\$25,869.01
1.3	Project Document Management	15%	85%			100.00%	\$49,152.22	\$1,462.28	\$50,614.50
1.4	Meetings	15%	85%			100.00%	\$30,822.42	\$916.97	\$31,739.39
1.5	Submittals and Clarifications	15%	85%			100.00%	\$73,441.92	\$2,184.90	\$75,626.82
1.6	Field Inspection and Quality Assurance	15%	85%			100.00%	\$276,789.60	\$8,234.49	\$285,024.09
1.7	Materials Testing	15%	85%			100.00%	\$21,383.40	\$636.16	\$22,019.55
1.8	Project Closeout	15%	85%			100.00%	\$41,412.52	\$1,232.02	\$42,644.54
2.0 Public Outreach Assistance									
2.1	Public Outreach Assistance	15%	85%			100.00%	\$8,019.29	\$238.57	\$8,257.86
TOTAL ESCALATION								\$15,918.92	\$551,008.60
TOTAL PROJECT COST WITH ESCALATION								\$551,008.60	

EXHIBIT 10-H1 COST PROPOSAL Page 3 of 3

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

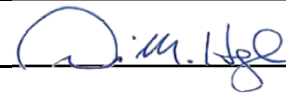
1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. [Title 23 United States Code Section 112](#) - Letting of Contracts
4. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
5. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
6. [48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board](#) (when applicable)

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

Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Dennis Haglan Title*: President

Signature:  Date of Certification (mm/dd/yyyy): 10/16/2018

Email: dhaglan@drakehaglan.com Phone Number: (916) 363-4210

Address: 11060 White Rock Road, Suite 200 | Rancho Cordova, CA 95670

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

List services the consultant is providing under the proposed contract:

Transportation Design including: Construction Management, Structures Design, Roadway Design, Water and Wastewater Design, Environmental Documentation and Clearance, and Community Outreach

EXHIBIT 10-H COST PROPOSAL Page 1 of 3

ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
(DESIGN, ENGINEERING, AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

Consultant: **R.E.Y Engineers** ☐ Prime Consultant ☒ Subconsultant ☐ 2nd Tier Subconsultant
 Project No. **Zinfandel Complex Project - CM** Contract No. **TBD** Date: **10/16/2018**

Direct Labor

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Assistant Resident Engineer	Elias Travis	560.0	\$46.35	\$25,956.00
Assistant I	To Be Determined		\$28.50	
Assistant II	To Be Determined		\$31.50	
Assistant III			\$34.50	
Assistant IV			\$38.00	
Assistant V			\$41.50	
Associate I			\$43.58	
Associate II			\$38.00	
Associate III			\$44.50	
Associate IV			\$47.50	
Associate V			\$50.50	
Senior I			\$51.50	
Senior II			\$56.50	
Senior III			\$61.50	
Senior IV			\$66.50	
Senior V			\$71.00	
Principal I			\$70.50	
Principal II			\$79.50	
Technician I			\$22.00	
Technician II			\$26.00	
Technician III			\$30.50	
Senior Technician I			\$35.50	
Senior Technician II			\$40.50	
Senior Technician III			\$45.50	
LiDAR Technician I			\$37.50	
LiDAR Technician II			\$42.50	
LiDAR Technician III			\$46.50	
Senior LiDAR Specialist			\$67.50	
Project Coordinator			\$27.50	
Project Administrator			\$37.50	
Certified Party Chief**			\$44.23	
Cainman/Roadman**			\$37.22	
Total		560.0		\$25,956.00

d)

f) **LABOR COSTS**h) Subtotal Direct Labor Costs \$25,956.00Anticipated Salary Increases (Note 3) \$973.35

Optional Anticipated Salary

c) **TOTAL DIRECT LABOR COSTS [(a)+(b)]** \$26,929.35**INDIRECT COSTS**Fringe Benefits (Rate): 60.25%e) Total Fringe Benefits [(c) × (d)] \$16,224.93i) Overhead (Rate): 122.43%g) Overhead [(c) × (f)] \$32,969.60

General and Administrative (Rate):

i) Gen & Admin [(c) × (f)]

j) **TOTAL INDIRECT COSTS [(e) +(g) + (i)]** \$49,194.54**FIXED FEE**k) **TOTAL FIXED PROFIT** 12% \$9,134.87**CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)**

Description	Quantity	Unit	Unit Cost	Total
Traffic Counts		EA		
U.S. Mail		EA		
Overnight Mail Service		EA		
Personal Vehicle		Mile		
Optional ODC's Subtotal				

l) **TOTAL OTHER DIRECT COSTS****SUBCONSULTANT'S COSTS (add additional pages if necessary)**

Subconsultant 1:

m) **TOTAL 2nd TIER SUBCONSULTANT'S COSTS**n) **TOTAL OTHER DIRECT COSTS INCLUDING 2nd TIER SUBCONSULTANTS [(l) + (m)]****TOTAL COST [(c) + (j) + (k) + (n)]** \$85,258.75**NOTES:**1. Key Personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**).

All costs must comply with the Federal Cost Principles. Subconsultants will provide their own cost proposals.

2. The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting

EXHIBIT 10-H COST PROPOSAL Page 2 of 3
ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
 (CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor <u>Subtotal</u> per Cost Proposal	Total Hours per Cost Proposal		Avg Hourly Rate	5 Year Contract Duration
\$25,956.00	560	=	\$46.35	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$46.35	+	5.00%	=	\$48.67	Year 2 Avg Hourly Rate
Year 2	\$48.67	+	5.00%	=	\$51.10	Year 3 Avg Hourly Rate
Year 3	\$51.10	+	5.00%	=	\$53.66	Year 4 Avg Hourly Rate
Year 4	\$53.66	+	5.00%	=	\$56.34	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	25.00%	*	560.0	=	140.0	Estimated Hours Year 1
Year 2	75.00%	*	560.0	=	420.0	Estimated Hours Year 2
Year 3		*	560.0	=		Estimated Hours Year 3
Year 4		*	560.0	=		Estimated Hours Year 4
Year 5		*	560.0	=		Estimated Hours Year 5
Total	100%		Total	=	560.0	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$46.35	*	140.0	=	\$6,489.00	Estimated Hours Year 1
Year 2	\$48.67	*	420.0	=	\$20,440.35	Estimated Hours Year 2
Year 3	\$51.10	*		=		Estimated Hours Year 3
Year 4	\$53.66	*		=		Estimated Hours Year 4
Year 5	\$56.34	*		=		Estimated Hours Year 5
	Total Direct Labor Cost with Escalation			=	\$26,929.35	
	Direct Labor Subtotal before Escalation			=	\$25,956.00	
	Estimated total of Direct Labor Salary Increase			=	\$973.35	Transfer to Page 1

NOTES:

- This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
- An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
- This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.

Exhibit 10-H1 Cost Proposal

Page 3 of 3

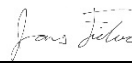
Certification of Direct Costs

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

- 1 Generally Accepted Accounting Principles (GAAP)
- 2 Terms and conditions of the contract
- 3 Title 23 United States Code Section 112 - Letting of Contracts
- 4 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
- 5 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Services
- 6 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement. Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Suconsultant Certifying

Name:	<u>Jim Fisher, PE</u>	Title:	<u>Principal</u>
Signature:	<u></u>	Date of Certification:	<u>9/21/2018</u>
Email:	<u>jfisher@reyengineers.com</u>	Phone Number:	<u>(916) 366-3040</u>
Address:	<u>905 Sutter Street, Suite 200, Folsom, CA 95630</u>		

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

List services the consultant is providing under this proposed contract:

Construction Management Services

EXHIBIT 10-H COST PROPOSAL Page 1 of 3
ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
 (DESIGN, ENGINEERING, AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

Consultant: UNICO Engineering ☐ Prime Consultant ☒ Subconsultant ☐ 2nd Tier Subconsultant
 Project No. Zinfandel Complex Project - CM Contract No. TBD Date: 10/24/2018

Direct Labor

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Construction Inspector: 1st Shift**	Michael Mutto	175.0	\$55.00	\$9,625.00
Construction Inspector: 1st Shift (1.5xOT) **	Michael Mutto	25.0	\$65.78	\$1,644.40
Construction Inspector: 1st Shift (2.0xOT)**	Michael Mutto		\$76.55	
Construction Inspector: 2nd Shift**	Michael Mutto	280.0	\$60.63	\$16,976.40
Construction Inspector: 2nd Shift (1.5xOT)**	Michael Mutto	25.0	\$72.51	\$1,812.72
Construction Inspector: 2nd Shift (2.0xOT)**	Michael Mutto		\$84.39	
Total		505.0		\$30,058.52

LABOR COSTS

a) Subtotal Direct Labor Costs	\$30,058.52
b) Anticipated Salary Increases (Note 3)	\$1,430.63
Optional Anticipated Salary	
c) TOTAL DIRECT LABOR COSTS [(a)+(b)]	\$31,489.15

INDIRECT COSTS

d) Fringe Benefits (Rate):		e) Total Fringe Benefits [(c) × (d)]	
f) Overhead (Rate):	132.00%	g) Overhead [(c) × (f)]	\$41,565.68
h) General and Administrative (Rate):		i) Gen & Admin [(c) × (i)]	
j) TOTAL INDIRECT COSTS [(e) +(g) + (i)]			\$41,565.68

FIXED FEE	k) TOTAL FIXED PROFIT	10%	\$7,305.48
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l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

Description	Quantity	Unit	Unit Cost	Total
Outside Vendor Printing & Reproduction (Note 5)		EA		
U.S. Mail		EA		
Overnight Mail Service		EA		
Personal Vehicle		Mile		
Per Diem		Day		
Permit Fees		EA		
Research Fee		EA		
Traffic Counts		/Location		
Base Project ODC's Subtotal				

l) **TOTAL OTHER DIRECT COSTS**

m) SUBCONSULTANT'S COSTS (add additional pages if necessary)

Subconsultant 1: _____
 Subconsultant 2: _____

m) **TOTAL 2nd TIER SUBCONSULTANT'S COSTS**

n) **TOTAL OTHER DIRECT COSTS INCLUDING 2nd TIER SUBCONSULTANTS [(l) + (m)]**

TOTAL COST [(c) + (j) + (k) + (n)] **\$80,360.32**

NOTES:

- Key Personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal Cost Principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognized agency or accepted by Caltrans.
- Anticipated salary increases calculation (page 2) must accompany.
- Pre-approved travel and per-diem costs will be reimbursed in conformance with the current Department of Transportation Travel and Expense Guide for Consultants.
- Pre-approved actual costs are competitive prices from appropriate vendors in their respective industries, and supported by receipts.

EXHIBIT 10-H COST PROPOSAL Page 2 of 3
ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
 (CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor <u>Subtotal</u> per Cost Proposal	Total Hours per Cost Proposal		Avg Hourly Rate	5 Year Contract Duration
\$30,058.52	505	=	\$59.52	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$59.52	+	3.00%	=	\$61.31	Year 2 Avg Hourly Rate
Year 2	\$61.31	+	3.00%	=	\$63.15	Year 3 Avg Hourly Rate
Year 3	\$63.15	+	3.00%	=	\$65.04	Year 4 Avg Hourly Rate
Year 4	\$65.04	+	3.00%	=	\$66.99	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	20.00%	*	505.0	=	101.0	Estimated Hours Year 1
Year 2	40.00%	*	505.0	=	202.0	Estimated Hours Year 2
Year 3	15.00%	*	505.0	=	75.8	Estimated Hours Year 3
Year 4	15.00%	*	505.0	=	75.8	Estimated Hours Year 4
Year 5	10.00%	*	505.0	=	50.5	Estimated Hours Year 5
Total	100%		Total	=	505.0	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$59.52	*	101.0	=	\$6,011.70	Estimated Hours Year 1
Year 2	\$61.31	*	202.0	=	\$12,384.11	Estimated Hours Year 2
Year 3	\$63.15	*	75.8	=	\$4,783.36	Estimated Hours Year 3
Year 4	\$65.04	*	75.8	=	\$4,926.86	Estimated Hours Year 4
Year 5	\$66.99	*	50.5	=	\$3,383.11	Estimated Hours Year 5
Total Direct Labor Cost with Escalation				=	\$31,489.15	
Direct Labor Subtotal before Escalation				=	\$30,058.52	
Estimated total of Direct Labor Salary Increase				=	\$1,430.63	Transfer to Page 1

NOTES:

- This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
- An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
- This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.

EXHIBIT 10-H1 COST PROPOSAL | CITY OF RANCHO CORDOVA | CM SERVICES FOR THE ZINFANDEL COMPLEX PROJECT

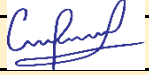
Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. [Title 23 United States Code Section 112](#) - Letting of Contracts
4. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
5. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
6. [48 Code of Federal Regulations Part 9904](#) - Cost Accounting Standards Board (when applicable)

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

Prime Consultant or Subconsultant Certifying:

Name:	Cesar Montes de Oca	Title *:	President
Signature:		Date of Certification (mm/dd/yyyy):	9/21/2018
Email:	cesar@unicoengineering.com	Phone Number:	916-900-6623
Address:	110 Blue Ravine Rd. Ste 101, Folsom, CA 95630		

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

List services the consultant is providing under the proposed contract:

Land Survey and Construction Inspection

EXHIBIT 10-H COST PROPOSAL Page 1 of 3
ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
 (DESIGN, ENGINEERING, AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

Consultant: Advanced Mobility Group ☐ Prime Consultant ☒ Subconsultant ☐ 2nd Tier Subconsultant
 Project No. Zinfandel Complex Project - CM Contract No. TBD Date: 10/16/2018

Direct Labor

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Project Manager	Joy Bhattacharya	26	\$97.60	\$2,582.48
Engineer	Steve Au	139	\$55.00	\$7,645.00
Total		165		\$10,227.48

LABOR COSTS

a) Subtotal Direct Labor Costs	\$10,227.48
b) Anticipated Salary Increases (Note 3)	\$153.41
Optional Anticipated Salary	
c) TOTAL DIRECT LABOR COSTS [(a)+(b)]	\$10,380.89

INDIRECT COSTS

d) Fringe Benefits (Rate):		e) Total Fringe Benefits [(c) × (d)]	
f) Overhead (Rate):	110.00%	g) Overhead [(c) × (f)]	\$11,418.98
h) General and Administrative (Rate):		i) Gen & Admin [(c) × (f)]	
j) TOTAL INDIRECT COSTS [(e) +(g) + (i)]			\$11,418.98

FIXED FEE	k) TOTAL FIXED PROFIT	10%	\$2,179.99
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l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

Description	Quantity	Unit	Unit Cost	Total
Outside Vendor Printing & Reproduction (Note 5)		EA		
U.S. Mail		EA		
Overnight Mail Service		EA		
Personal Vehicle		Mile		
Per Diem		Day		
Permit Fees		EA		
Research Fee		EA		
Equipment Rental and Supplies	1		\$1,500.00	\$1,500.00
Base Project ODC's Subtotal				\$1,500.00

l) TOTAL OTHER DIRECT COSTS \$1,500.00

m) SUBCONSULTANT'S COSTS (add additional pages if necessary)

Subconsultant 1:		
Subconsultant 2:		
Subconsultant 3:		
Subconsultant 4:		
Subconsultant 5:		
m) TOTAL 2nd TIER SUBCONSULTANT'S COSTS		

n) TOTAL OTHER DIRECT COSTS INCLUDING 2nd TIER SUBCONSULTANTS [(l) + (m)] **\$1,500.00**

TOTAL COST [(c) + (j) + (k) + (n)] **\$25,479.86**

NOTES:

- Key Personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal Cost Principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognized agency or accepted by Caltrans.
- Anticipated salary increases calculation (page 2) must accompany.
- Pre-approved travel and per-diem costs will be reimbursed in conformance with the current Department of Transportation Travel and Expense Guide for Consultants.
- Pre-approved actual costs are competitive prices from appropriate vendors in their respective industries, and supported by receipts.

EXHIBIT 10-H COST PROPOSAL Page 2 of 3
ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
 (CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor <u>Subtotal</u> per Cost Proposal	Total Hours per Cost Proposal		Avg Hourly Rate	5 Year Contract Duration
\$10,227.48	165	=	\$61.81	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$61.81	+	2.00%	=	\$63.05	Year 2 Avg Hourly Rate
Year 2	\$63.05	+	2.00%	=	\$64.31	Year 3 Avg Hourly Rate
Year 3	\$64.31	+	2.00%	=	\$65.60	Year 4 Avg Hourly Rate
Year 4	\$65.60	+	2.00%	=	\$66.91	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	25.00%	*	165.5	=	41.4	Estimated Hours Year 1
Year 2	75.00%	*	165.5	=	124.1	Estimated Hours Year 2
Year 3		*	165.5	=		Estimated Hours Year 3
Year 4		*	165.5	=		Estimated Hours Year 4
Year 5		*	165.5	=		Estimated Hours Year 5
Total	100%		Total	=	165.5	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$61.81	*	41.4	=	\$2,556.87	Estimated Hours Year 1
Year 2	\$63.05	*	124.1	=	\$7,824.02	Estimated Hours Year 2
Year 3	\$64.31	*		=		Estimated Hours Year 3
Year 4	\$65.60	*		=		Estimated Hours Year 4
Year 5	\$66.91	*		=		Estimated Hours Year 5
	Total Direct Labor Cost with Escalation			=	\$10,380.89	
	Direct Labor Subtotal before Escalation			=	\$10,227.48	
	Estimated total of Direct Labor Salary Increase			=	\$153.41	Transfer to Page 1

NOTES:

- This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
- An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
- This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.

EXHIBIT 10-H1 COST PROPOSAL Page 3 of 3

EXHIBIT 10-H1
Cost Proposal**Certification of Direct Costs:**

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement. Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Beth Clement Title *: Operations Manager
 Signature :  Date of Certification (mm/dd/yyyy): 9/21/2018
 Email: beth@amobility.com Phone Number: 925.451.1051
 Address: 2999 Oak Road, Suite #420 Walnut Creek, CA 94597

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

List services the consultant is providing under the proposed contract:

Engineering and Signal Design Services

Note: Mark-ups are Not Allowed

Direct Labor

LABOR COSTS

- 1) **CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE** (Add additional pages if necessary)

l) TOTAL OTHER DIRECT COSTS	\$20,230.00
-----------------------------	-------------

- | | |
|---|-------------|
| n) TOTAL OTHER DIRECT COSTS INCLUDING 2nd TIER SUBCONSULTANTS [(l) + (m)] | \$20,230.00 |
|---|-------------|

TOTAL COST [(c) + (j) + (k) + (n)] **\$88,317.13**

1. Key Personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal Cost Principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognized agency or accepted by Caltrans.
3. Anticipated salary increases calculation (page 2) must accompany.
4. Pre-approved travel and per-diem costs will be reimbursed in conformance with the current Department of Transportation Travel and Expense Guide for Consultants.
5. Pre-approved actual costs are competitive prices from appropriate vendors in their respective industries, and supported by receipts.

EXHIBIT 10-H COST PROPOSAL Page 2 of 3
ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
 (CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor <u>Subtotal</u> per Cost Proposal	Total Hours per Cost Proposal		Avg Hourly Rate	5 Year Contract Duration
\$21,793.32	560	=	\$38.92	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$38.92	+	3.00%	=	\$40.08	Year 2 Avg Hourly Rate
Year 2	\$40.08	+	3.00%	=	\$41.29	Year 3 Avg Hourly Rate
Year 3	\$41.29	+	3.00%	=	\$42.53	Year 4 Avg Hourly Rate
Year 4	\$42.53	+	3.00%	=	\$43.80	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	100.00%	*	560.0	=	560.0	Estimated Hours Year 1
Year 2		*	560.0	=		Estimated Hours Year 2
Year 3		*	560.0	=		Estimated Hours Year 3
Year 4		*	560.0	=		Estimated Hours Year 4
Year 5		*	560.0	=		Estimated Hours Year 5
Total	100%		Total	=	560.0	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$38.92	*	560.0	=	\$21,793.32	Estimated Hours Year 1
Year 2	\$40.08	*		=		Estimated Hours Year 2
Year 3	\$41.29	*		=		Estimated Hours Year 3
Year 4	\$42.53	*		=		Estimated Hours Year 4
Year 5	\$43.80	*		=		Estimated Hours Year 5
	Total Direct Labor Cost with Escalation			=	\$21,793.32	
	Direct Labor Subtotal before Escalation			=	\$21,793.32	
	Estimated total of Direct Labor Salary Increase			=		Transfer to Page 1

NOTES:

- This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
- An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
- This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.

CITY OF RANCHO CORDOVA | CONSTRUCTION MANAGEMENT SERVICES: CONSTRUCTION PHASE of the ZINFANDEL COMPLEX PROJECT

Exhibit 10-H2 | Cost Proposal

EXHIBIT 10-H2 COST PROPOSAL | SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant Geocon Consultants, Inc.☐ Prime Consultant☒ Subconsultant

Project No. _____

Contract No. _____

Date 10/23/2018

SCHEDULE OF OTHER DIRECT COST ITEMS

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage		each	\$ 0.75	\$ -
Equipment				\$ -
1. Pick-up Truck		day	\$ 125.00	\$ -
2. Equipment Truck		day	\$ 200.00	\$ -
3. Soil Sample Tubes (Brass/Stainless)		each	\$ 10.00	\$ -
4. Coring Machine (concrete, asphalt, masonry)	8	day	\$ 175.00	\$ 1,400.00
5. Generator	8	day	\$ 175.00	\$ 1,400.00
Laboratory/Field Materials Testing				\$ -
Compaction Curves				\$ -
1. 4-inch mold (D1557/D698)		each	\$ 175.00	\$ -
2. 6-inch mold (D1557/D698)		each	\$ 190.00	\$ -
3. California Impact (CAL216)	24	each	\$ 200.00	\$ 4,800.00
4. Check Point		each	\$ 85.00	\$ -
Soil and Aggregate Stability				\$ -
1. Resistance Value, R-Value (D2844/CAL301)	4	each	\$ 275.00	\$ 1,100.00
2. R-Value, Treated (CAL301)		each	\$ 300.00	\$ -
3. California Bearing Ratio (D1883)		point	\$ 175.00	\$ -
4. Stabilization Ability of Lime (C977)		each	\$ 180.00	\$ -
Soil and Aggregate Properties				\$ -
1. #200 Wash (D1140/C117)		each	\$ 60.00	\$ -
2. Wet Sieve analysis to #200 (D422/CAL202)	12	each	\$ 100.00	\$ 1,200.00
3. Hydrometer Analysis (D422)		each	\$ 150.00	\$ -
4. Sieve Analysis w/Hydrometer (D422)		each	\$ 180.00	\$ -
5. Specific Gravity, Soil (D854)		each	\$ 70.00	\$ -
6. Specific Gravity Coarse Aggregate (C127)		each	\$ 50.00	\$ -
7. Specific Gravity Fine Aggregate (C128)		each	\$ 68.00	\$ -
8. Cut/Extract Shelby Tube		each	\$ 50.00	\$ -
9. Moisture Determination, tube sample (D2216)		each	\$ 20.00	\$ -
10. Moisture Determination and Unit Weight (D2937)		each	\$ 40.00	\$ -
11. Atterberg Limits: Plasticity Index (D4318)		each	\$ 175.00	\$ -
12. Sand Equivalent (D2419/CAL217)	12	each	\$ 90.00	\$ 1,080.00
13. pH and Resistivity (CAL643)		each	\$ 120.00	\$ -
14. Sulfate Content (CAL417)		each	\$ 90.00	\$ -
15. Chloride Content (CAL422)		each	\$ 50.00	\$ -
16. Organic Content (D2974)		each	\$ 50.00	\$ -

Shear Strength				\$	-
1. Unconfined Compression (D2166)		each	\$	100.00	\$ -
2. Direct Shear (D3080)(3pt)		each	\$	300.00	\$ -
3. Unconsolidated-Undrained Triaxial Shear (D2850)		point	\$	125.00	\$ -
4. Unconsolidated-Undrained Triaxial Staged (D2850)		each	\$	175.00	\$ -
5. Consolidated-Undrained Triaxial Shear (D4767)		point	\$	300.00	\$ -
6. Consolidated-Undrained Triaxial Staged (D4767)		each	\$	375.00	\$ -
7. Consolidated-Drained Triaxial Shear (EM1110)		point	\$	400.00	\$ -
8. Consolidated-Drained Triaxial Staged (EM1110)		each	\$	500.00	\$ -
Permeability, Consolidation and Expansion				\$	-
1. Permeability, Flexible Wall (D5084)		each	\$	265.00	\$ -
2. Permeability, Rigid Wall (D5856)		each	\$	255.00	\$ -
3. Consolidation (D2435)		point	\$	50.00	\$ -
4. Expansion Index (D4829/UBC29-2)		each	\$	175.00	\$ -
Aggregate Quality				\$	-
1. Sieve Analysis to #200 (C136)		each	\$	100.00	\$ -
2. L.A. Rattler Test (500 rev.)(C131)		each	\$	185.00	\$ -
3. Durability Index (D3744/CAL229)	1	each	\$	165.00	\$ 165.00
4. Fine Aggregate Angularity (CAL234)		each	\$	125.00	\$ -
5. Flat and Elongated Particles (D4791/CAL235)	4	each	\$	150.00	\$ 600.00
6. Percent Crushed Particles (CAL205)		each	\$	150.00	\$ -
7. Cleanness Value	3	each	\$	200.00	\$ 600.00
8. Organic Impurities	3	each	\$	75.00	\$ 225.00
Hot Mix Asphalt				\$	-
1. Density, Hveem (D2726/CAL308)		point	\$	100.00	\$ -
2. Stabilometer Value (D1560/CAL366)		each	\$	175.00	\$ -
3. Theoretical Max. Specific Gravity (D2041/CAL309)	8	each	\$	175.00	\$ 1,400.00
4. Extraction/Sieve Analysis (C136/CAL202)		each	\$	150.00	\$ -
5. HMA Core Unit Weight (D1188/CAL308)		each	\$	60.00	\$ -
6. % Asphalt, Ignition Method (D6307/CAL382)	9	each	\$	100.00	\$ 900.00
7. % Asphalt, Ignition Calibration (D6307/CAL382)	1	each	\$	200.00	\$ 200.00
8. % Voids (CAL367)		each	\$	275.00	\$ -
10. HMA Moisture Content (T329)	8	each	\$	40.00	\$ 320.00
11. Air Voids Content (T269)	1	each	\$	320.00	\$ 320.00
12. Density of Core (CAL375)	6	each	\$	60.00	\$ 360.00
13. Hamburg Wheel Track (T324)	1	each	\$	1,035.00	\$ 1,035.00
14. Moisture susceptibility (T283)	1	each	\$	300.00	\$ 300.00
15. Gradation (T27)	6	each	\$	100.00	\$ 600.00
16. Moisture Content (T255)	4	each	\$	20.00	\$ 80.00
17. Crushed Particles (T335)	4	each	\$	150.00	\$ 600.00
18. LA Abrasion (T96)	7	each	\$	185.00	\$ 1,295.00
19. Fine Aggregate Angularity (T304)	2	each	\$	125.00	\$ 250.00
Concrete/Masonry/Reinforcing Steel				\$	-
1. Compressive Strength, Cast Cylinders (C39)	80	each	\$	25.00	\$ 2,000.00
2. Compressive Strength, Cores (C42)		each	\$	40.00	\$ -

3. Flexural Strength Beam (C78/C293)	27	each	\$ 80.00	\$ ATTACHMENT 2	2,160.00
4. Splitting Tensile Test (C496)		each	\$ 69.00	\$	-
5. Mix Design Review		each	\$ 200.00	\$	-
6. Trial Batch		each	\$ 475.00	\$	-
7. Rebar Tensile/Bend (up to #11)		each	\$ 175.00	\$	-
8. Rebar Tensile/Bend (#11 and larger)		each	\$ 200.00	\$	-
9. CMU Compressive Strength (C140)		each	\$ 60.00	\$	-
10. Compressive Strength, Grout (C1019/UBC21-19)		each	\$ 25.00	\$	-
11. Compressive Strength, Mortar (C109/UBC21-15,16)		each	\$ 25.00	\$	-
12. CMU Unit Weight, Dimension, Absorption (C140)		each	\$ 60.00	\$	-
13. Compressive Strength, Masonry Prism (C1314)		each	\$ 115.00		

Total ODC: \$ 20,230.00

IMPORTANT NOTES:

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

EXHIBIT 10-H1 COST PROPOSAL | CITY OF RANCHO CORDOVA | CM SERVICES FOR THE ZINFANDEL COMPLEX PROJECT**Certification of Direct Costs:**

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. [Title 23 United States Code Section 112](#) - Letting of Contracts
4. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
5. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
6. [48 Code of Federal Regulations Part 9904](#) - Cost Accounting Standards Board (when applicable)

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

Prime Consultant or Subconsultant Certifying:

Name:	Jeremy Zorne, PE, GE	Title *:	Vice President
Signature:		Date of Certification (mm/dd/yyyy):	10/23/2018
Email:	zorne@geoconinc.com	Phone Number:	916.852.9118
Address:	3160 Gold Valley Drive, Suite 800, Rancho Cordova, CA 95742		

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

List services the consultant is providing under the proposed contract:

Materials testing and special inspection

CITY OF RANCHO CORDOVA | CONSTRUCTION MANAGEMENT SERVICES: CONSTRUCTION PHASE OF THE ZINFANDEL COMPLEX PROJECT
EXHIBIT 10-H2 COST PROPOSAL | SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
 (CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

 Consultant Geocon Consultants, Inc.
☐ Prime Consultant

☒ Subconsultant

Project No. _____

Contract No. _____

 Date 08/08/2018

SCHEDULE OF OTHER DIRECT COST ITEMS				
Description of Item	Quantity	Unit	Unit Cost	Total
Mileage		each	\$ 0.75	\$ -
Equipment				
1. Pick-up Truck		day	\$ 125.00	\$ -
2. Equipment Truck		day	\$ 200.00	\$ -
3. Soil Sample Tubes (Brass/Stainless)		each	\$ 10.00	\$ -
4. Coring Machine (concrete, asphalt, masonry)	8	day	\$ 175.00	\$ 1,400.00
5. Generator	8	day	\$ 175.00	\$ 1,400.00
Laboratory/Field Materials Testing				
Compaction Curves				
1. 4-inch mold (D1557/D698)		each	\$ 175.00	\$ -
2. 6-inch mold (D1557/D698)		each	\$ 190.00	\$ -
3. California Impact (CAL216)	24	each	\$ 200.00	\$ 4,800.00
4. Check Point		each	\$ 85.00	\$ -
Soil and Aggregate Stability				
1. Resistance Value, R-Value (D2844/CAL301)	4	each	\$ 275.00	\$ 1,100.00
2. R-Value, Treated (CAL301)		each	\$ 300.00	\$ -
3. California Bearing Ratio (D1883)		point	\$ 175.00	\$ -
4. Stabilization Ability of Lime (C977)		each	\$ 180.00	\$ -
Soil and Aggregate Properties				
1. #200 Wash (D1140/C117)		each	\$ 60.00	\$ -
2. Wet Sieve analysis to #200 (D422/CAL202)	12	each	\$ 100.00	\$ 1,200.00
3. Hydrometer Analysis (D422)		each	\$ 150.00	\$ -
4. Sieve Analysis w/Hydrometer (D422)		each	\$ 180.00	\$ -
5. Specific Gravity, Soil (D854)		each	\$ 70.00	\$ -
6. Specific Gravity Coarse Aggregate (C127)		each	\$ 50.00	\$ -
7. Specific Gravity Fine Aggregate (C128)		each	\$ 68.00	\$ -
8. Cut/Extract Shelby Tube		each	\$ 50.00	\$ -
9. Moisture Determination, tube sample (D2216)		each	\$ 20.00	\$ -
10. Moisture Determination and Unit Weight (D2937)		each	\$ 40.00	\$ -
11. Atterberg Limits: Plasticity Index (D4318)		each	\$ 175.00	\$ -
12. Sand Equivalent (D2419/CAL217)	12	each	\$ 90.00	\$ 1,080.00
13. pH and Resistivity (CAL643)		each	\$ 120.00	\$ -
14. Sulfate Content (CAL417)		each	\$ 90.00	\$ -
15. Chloride Content (CAL422)		each	\$ 50.00	\$ -

2. Compressive Strength, Cores (C42)		each	\$	40.00	\$	-
3. Flexural Strength Beam (C78/C293)	27	each	\$	80.00	\$	2,160.00
4. Splitting Tensile Test (C496)		each	\$	69.00	\$	-
5. Mix Design Review		each	\$	200.00	\$	-
6. Trial Batch		each	\$	475.00	\$	-
7. Rebar Tensile/Bend (up to #11)		each	\$	175.00	\$	-
8. Rebar Tensile/Bend (#11 and larger)		each	\$	200.00	\$	-
9. CMU Compressive Strength (C140)		each	\$	60.00	\$	-
10. Compressive Strength, Grout (C1019/UBC21-19)		each	\$	25.00	\$	-
11. Compressive Strength, Mortar (C109/UBC21-15, 16)		each	\$	25.00	\$	-
12. CMU Unit Weight, Dimension, Absorption (C140)		each	\$	60.00	\$	-
13. Compressive Strength, Masonry Prism (C1314)		each	\$	115.00	\$	-

Total ODC: \$ 20,230.00

IMPORTANT NOTES:

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

EXHIBIT 10-H COST PROPOSAL Page 2 of 3
ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
 (CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor <u>Subtotal</u> per Cost Proposal	Total Hours per Cost Proposal		Avg Hourly Rate	5 Year Contract Duration
\$21,793.32	560	=	\$38.92	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$38.92	+	3.00%	=	\$40.08	Year 2 Avg Hourly Rate
Year 2	\$40.08	+	3.00%	=	\$41.29	Year 3 Avg Hourly Rate
Year 3	\$41.29	+	3.00%	=	\$42.53	Year 4 Avg Hourly Rate
Year 4	\$42.53	+	3.00%	=	\$43.80	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	100.00%	*	560.0	=	560.0	Estimated Hours Year 1
Year 2		*	560.0	=		Estimated Hours Year 2
Year 3		*	560.0	=		Estimated Hours Year 3
Year 4		*	560.0	=		Estimated Hours Year 4
Year 5		*	560.0	=		Estimated Hours Year 5
Total	100%		Total	=	560.0	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$38.92	*	560.0	=	\$21,793.32	Estimated Hours Year 1
Year 2	\$40.08	*		=		Estimated Hours Year 2
Year 3	\$41.29	*		=		Estimated Hours Year 3
Year 4	\$42.53	*		=		Estimated Hours Year 4
Year 5	\$43.80	*		=		Estimated Hours Year 5
	Total Direct Labor Cost with Escalation			=	\$21,793.32	
	Direct Labor Subtotal before Escalation			=	\$21,793.32	
	Estimated total of Direct Labor Salary Increase			=		Transfer to Page 1

NOTES:

- This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
- An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
- This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.

EXHIBIT 10-H1 COST PROPOSAL | CITY OF RANCHO CORDOVA | CM SERVICES FOR THE ZINFANDEL COMPLEX PROJECT

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. [Title 23 United States Code Section 112](#) - Letting of Contracts
4. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
5. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
6. [48 Code of Federal Regulations Part 9904](#) - Cost Accounting Standards Board (when applicable)

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

Prime Consultant or Subconsultant Certifying:

Name:	Jeremy Zorne, PE, GE	Title *:	Vice President
Signature:		Date of Certification (mm/dd/yyyy):	9/21/2018
Email:	zorne@geoconinc.com	Phone Number:	916.852.9118
Address:	3160 Gold Valley Drive, Suite 800, Rancho Cordova, CA 95742		

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

List services the consultant is providing under the proposed contract:

Materials testing and special inspection



LAPM 10-H2's

EXHIBIT 10-H2 COST PROPOSAL Form 1 of 3
SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant **Drake Haglan and Associates** ☒ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant

Project No. Zinfandel Complex Project - CM Contract No. TBD Participation Amount \$ \$551,008.60 Date 10/16/2018

For Combined Rate	Fringe Benefit % + General & Administrative% + Facilities Capital Cost of Money%	=	143.54%	Combined ICR %
	OR			
For Home Office	Fringe Benefit % + General & Administrative% + Facilities Capital Cost of Money%	=		Home Office ICR %
For Field Office	Fringe Benefit % + General & Administrative% + Facilities Capital Cost of Money%	=		Field Office ICR %

FEE % = **12%****BILLING INFORMATION****CALCULATION INFORMATION**

Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective date of hourly rate		Actual or Avg. hourly rate ³	% or \$ increase	Hourly range - for classifications only	Billing Rate Range for classification
	Straight	OT(1.5x)	OT(2x)	From	To				
Construction Manager, Howard Zabell	\$223.67	\$223.67	\$223.67	1/1/2018	12/31/2018	\$82.00	0.00%	Not Applicable	Not Applicable
	\$231.50	\$231.50	\$231.50	1/1/2019	12/31/2019	\$84.87	3.50%		
	\$239.60	\$239.60	\$239.60	1/1/2020	12/31/2020	\$87.84	3.50%		
	\$247.98	\$247.98	\$247.98	1/1/2021	12/31/2021	\$90.91	3.50%		
	\$256.66	\$256.66	\$256.66	1/1/2022	12/31/2022	\$94.10	3.50%		
Resident Engineer, Robert Shackelford	\$223.67	\$223.67	\$223.67	1/1/2018	12/31/2018	\$82.00	0.00%	Not Applicable	Not Applicable
	\$231.50	\$231.50	\$231.50	1/1/2019	12/31/2019	\$84.87	3.50%		
	\$239.60	\$239.60	\$239.60	1/1/2020	12/31/2020	\$87.84	3.50%		
	\$247.98	\$247.98	\$247.98	1/1/2021	12/31/2021	\$90.91	3.50%		
	\$256.66	\$256.66	\$256.66	1/1/2022	12/31/2022	\$94.10	3.50%		
Inspector: 1st Shift **, Houshang Hatami	\$169.11	\$200.11	\$231.11	1/1/2018	12/31/2018	\$62.00	0.00%	Not Applicable	Not Applicable
	\$175.03	\$207.12	\$239.20	1/1/2019	12/31/2019	\$64.17	3.50%		
	\$181.16	\$214.37	\$247.58	1/1/2020	12/31/2020	\$66.42	3.50%		
	\$187.50	\$221.87	\$256.24	1/1/2021	12/31/2021	\$68.74	3.50%		
	\$194.06	\$229.64	\$265.21	1/1/2022	12/31/2022	\$71.15	3.50%		
Inspector: 2nd Shift, Houshang Hatami	\$190.25	\$225.13	\$260.00	1/1/2018	12/31/2018	\$69.75	0.00%	Not Applicable	Not Applicable
	\$196.91	\$233.01	\$269.10	1/1/2019	12/31/2019	\$72.19	3.50%		
	\$203.80	\$241.16	\$278.52	1/1/2020	12/31/2020	\$74.72	3.50%		
	\$210.94	\$249.60	\$288.27	1/1/2021	12/31/2021	\$77.33	3.50%		
	\$218.32	\$258.34	\$298.36	1/1/2022	12/31/2022	\$80.04	3.50%		

EXHIBIT 10-H2 COST PROPOSAL Form 1 of 3
SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
 (CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant **Drake Haglan and Associates** ☒ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant

Project No. Zinfandel Complex Project - CM Contract No. TBD Participation Amount \$ \$551,008.60 Date 10/16/2018

Environmental, Lindsay Tisch	\$106.38	\$106.38	\$106.38	1/1/2018	12/31/2018	\$39.00	0.00%	Not Applicable		Not Applicable	
	\$110.10	\$110.10	\$110.10	1/1/2019	12/31/2019	\$40.37	3.50%				
	\$113.96	\$113.96	\$113.96	1/1/2020	12/31/2020	\$41.78	3.50%				
	\$117.94	\$117.94	\$117.94	1/1/2021	12/31/2021	\$43.24	3.50%				
	\$122.07	\$122.07	\$122.07	1/1/2022	12/31/2022	\$44.75	3.50%				
Office Engineer / Admin, Lora Gibbs	\$96.83	\$96.83	\$96.83	1/1/2018	12/31/2018	\$35.50	0.00%	Not Applicable		Not Applicable	
	\$100.22	\$100.22	\$100.22	1/1/2019	12/31/2019	\$36.74	3.50%				
	\$103.73	\$103.73	\$103.73	1/1/2020	12/31/2020	\$38.03	3.50%				
	\$107.36	\$107.36	\$107.36	1/1/2021	12/31/2021	\$39.36	3.50%				
	\$111.12	\$111.12	\$111.12	1/1/2022	12/31/2022	\$40.74	3.50%				
Public Outreach Assistance, Annette Manz	\$114.56	\$114.56	\$114.56	1/1/2018	12/31/2018	\$42.00	0.00%	Not Applicable		Not Applicable	
	\$118.57	\$118.57	\$118.57	1/1/2019	12/31/2019	\$43.47	3.50%				
	\$122.72	\$122.72	\$122.72	1/1/2020	12/31/2020	\$44.99	3.50%				
	\$127.02	\$127.02	\$127.02	1/1/2021	12/31/2021	\$46.57	3.50%				
	\$131.46	\$131.46	\$131.46	1/1/2022	12/31/2022	\$48.20	3.50%				
Principal Engineer	\$289.00	\$289.00	\$289.00	1/1/2018	12/31/2018	\$105.95	0.00%	\$92.87	\$119.03	\$253.33	\$324.67
	\$299.12	\$299.12	\$299.12	1/1/2019	12/31/2019	\$109.66	3.50%	\$96.12	\$123.20	\$262.19	\$336.04
	\$309.58	\$309.58	\$309.58	1/1/2020	12/31/2020	\$113.50	3.50%	\$99.49	\$127.51	\$271.37	\$347.80
	\$320.42	\$320.42	\$320.42	1/1/2021	12/31/2021	\$117.47	3.50%	\$102.97	\$131.97	\$280.87	\$359.97
	\$331.63	\$331.63	\$331.63	1/1/2022	12/31/2022	\$121.58	3.50%	\$106.58	\$136.59	\$290.70	\$372.57

EXHIBIT 10-H2 COST PROPOSAL Form 1 of 3
SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant **Drake Haglan and Associates**☒ Prime Consultant☐ Subconsultant☐ 2nd Tier SubconsultantProject No. Zinfandel Complex Project - CMContract No. TBDParticipation Amount \$ \$551,008.60Date 10/16/2018

Associate Principal Engineer	\$255.00	\$255.00	\$255.00	1/1/2018	12/31/2018	\$93.49	0.00%	\$80.00	\$106.97	\$218.21	\$291.79
	\$263.93	\$263.93	\$263.93	1/1/2019	12/31/2019	\$96.76	3.50%	\$82.80	\$110.72	\$225.85	\$302.00
	\$273.16	\$273.16	\$273.16	1/1/2020	12/31/2020	\$100.15	3.50%	\$85.70	\$114.59	\$233.75	\$312.57
	\$282.72	\$282.72	\$282.72	1/1/2021	12/31/2021	\$103.65	3.50%	\$88.70	\$118.60	\$241.94	\$323.51
	\$292.62	\$292.62	\$292.62	1/1/2022	12/31/2022	\$107.28	3.50%	\$91.80	\$122.76	\$250.40	\$334.83
Senior Engineer, Range D	\$256.00	\$256.00	\$256.00	1/1/2018	12/31/2018	\$93.86	0.00%	\$72.45	\$115.26	\$197.62	\$314.39
	\$264.96	\$264.96	\$264.96	1/1/2019	12/31/2019	\$97.14	3.50%	\$74.99	\$119.29	\$204.53	\$325.39
	\$274.24	\$274.24	\$274.24	1/1/2020	12/31/2020	\$100.54	3.50%	\$77.61	\$123.47	\$211.69	\$336.78
	\$283.84	\$283.84	\$283.84	1/1/2021	12/31/2021	\$104.06	3.50%	\$80.33	\$127.79	\$219.10	\$348.57
	\$293.77	\$293.77	\$293.77	1/1/2022	12/31/2022	\$107.70	3.50%	\$83.14	\$132.26	\$226.77	\$360.77
Senior Engineer, Range C	\$205.00	\$205.00	\$205.00	1/1/2018	12/31/2018	\$75.16	0.00%	\$67.16	\$83.15	\$183.20	\$226.80
	\$212.18	\$212.18	\$212.18	1/1/2019	12/31/2019	\$77.79	3.50%	\$69.51	\$86.06	\$189.61	\$234.74
	\$219.60	\$219.60	\$219.60	1/1/2020	12/31/2020	\$80.51	3.50%	\$71.95	\$89.07	\$196.24	\$242.96
	\$227.29	\$227.29	\$227.29	1/1/2021	12/31/2021	\$83.33	3.50%	\$74.46	\$92.19	\$203.11	\$251.46
	\$235.24	\$235.24	\$235.24	1/1/2022	12/31/2022	\$86.24	3.50%	\$77.07	\$95.42	\$210.22	\$260.26
Senior Engineer, Range B	\$190.00	\$190.00	\$190.00	1/1/2018	12/31/2018	\$69.66	0.00%	\$65.89	\$73.42	\$179.74	\$200.26
	\$196.65	\$196.65	\$196.65	1/1/2019	12/31/2019	\$72.10	3.50%	\$68.20	\$75.99	\$186.03	\$207.27
	\$203.53	\$203.53	\$203.53	1/1/2020	12/31/2020	\$74.62	3.50%	\$70.59	\$78.65	\$192.54	\$214.53
	\$210.66	\$210.66	\$210.66	1/1/2021	12/31/2021	\$77.23	3.50%	\$73.06	\$81.40	\$199.28	\$222.04
	\$218.03	\$218.03	\$218.03	1/1/2022	12/31/2022	\$79.93	3.50%	\$75.62	\$84.25	\$206.25	\$229.81
Senior Engineer, Range A	\$175.00	\$175.00	\$175.00	1/1/2018	12/31/2018	\$64.16	0.00%	\$56.89	\$71.43	\$155.16	\$194.84
	\$181.13	\$181.13	\$181.13	1/1/2019	12/31/2019	\$66.40	3.50%	\$58.88	\$73.93	\$160.59	\$201.66
	\$187.46	\$187.46	\$187.46	1/1/2020	12/31/2020	\$68.73	3.50%	\$60.94	\$76.52	\$166.22	\$208.71
	\$194.03	\$194.03	\$194.03	1/1/2021	12/31/2021	\$71.13	3.50%	\$63.07	\$79.20	\$172.03	\$216.02
	\$200.82	\$200.82	\$200.82	1/1/2022	12/31/2022	\$73.62	3.50%	\$65.28	\$81.97	\$178.05	\$223.58
Engineer, Range C	\$160.00	\$160.00	\$160.00	1/1/2018	12/31/2018	\$58.66	0.00%	\$58.22	\$59.10	\$158.80	\$161.20
	\$165.60	\$165.60	\$165.60	1/1/2019	12/31/2019	\$60.71	3.50%	\$60.25	\$61.17	\$164.35	\$166.85
	\$171.40	\$171.40	\$171.40	1/1/2020	12/31/2020	\$62.84	3.50%	\$62.36	\$63.31	\$170.11	\$172.69
	\$177.39	\$177.39	\$177.39	1/1/2021	12/31/2021	\$65.04	3.50%	\$64.55	\$65.53	\$176.06	\$178.73
	\$183.60	\$183.60	\$183.60	1/1/2022	12/31/2022	\$67.31	3.50%	\$66.81	\$67.82	\$182.22	\$184.99
Engineer, Range B	\$150.00	\$150.00	\$150.00	1/1/2018	12/31/2018	\$54.99	0.00%	\$53.17	\$56.81	\$145.04	\$154.96
	\$155.25	\$155.25	\$155.25	1/1/2019	12/31/2019	\$56.92	3.50%	\$55.04	\$58.80	\$150.12	\$160.38
	\$160.68	\$160.68	\$160.68	1/1/2020	12/31/2020	\$58.91	3.50%	\$56.96	\$60.86	\$155.37	\$165.99
	\$166.31	\$166.31	\$166.31	1/1/2021	12/31/2021	\$60.97	3.50%	\$58.96	\$62.99	\$160.81	\$171.80
	\$172.13	\$172.13	\$172.13	1/1/2022	12/31/2022	\$63.11	3.50%	\$61.02	\$65.19	\$166.44	\$177.82

EXHIBIT 10-H2 COST PROPOSAL Form 1 of 3
SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant **Drake Haglan and Associates** ☒ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant

Project No. Zinfandel Complex Project - CM Contract No. TBD Participation Amount \$ \$551,008.60 Date 10/16/2018

Engineer, Range A	\$134.00	\$134.00	\$134.00	1/1/2018	12/31/2018	\$49.13	0.00%	\$48.60	\$49.65	\$132.57	\$135.43
	\$138.69	\$138.69	\$138.69	1/1/2019	12/31/2019	\$50.85	3.50%	\$50.30	\$51.39	\$137.21	\$140.17
	\$143.54	\$143.54	\$143.54	1/1/2020	12/31/2020	\$52.63	3.50%	\$52.06	\$53.19	\$142.01	\$145.07
	\$148.57	\$148.57	\$148.57	1/1/2021	12/31/2021	\$54.47	3.50%	\$53.89	\$55.05	\$146.99	\$150.15
	\$153.77	\$153.77	\$153.77	1/1/2022	12/31/2022	\$56.37	3.50%	\$55.77	\$56.97	\$152.13	\$155.41
Associate Engineer	\$165.00	\$165.00	\$165.00	1/1/2018	12/31/2018	\$60.49	0.00%	\$57.66	\$63.32	\$157.29	\$172.71
	\$170.78	\$170.78	\$170.78	1/1/2019	12/31/2019	\$62.61	3.50%	\$59.68	\$65.54	\$162.79	\$178.76
	\$176.75	\$176.75	\$176.75	1/1/2020	12/31/2020	\$64.80	3.50%	\$61.77	\$67.83	\$168.49	\$185.02
	\$182.94	\$182.94	\$182.94	1/1/2021	12/31/2021	\$67.07	3.50%	\$63.93	\$70.20	\$174.39	\$191.49
	\$189.34	\$189.34	\$189.34	1/1/2022	12/31/2022	\$69.42	3.50%	\$66.17	\$72.66	\$180.49	\$198.19
Assistant Engineer, Range B	\$120.00	\$120.00	\$120.00	1/1/2018	12/31/2018	\$44.00	0.00%	\$42.44	\$45.55	\$115.76	\$124.24
	\$124.20	\$124.20	\$124.20	1/1/2019	12/31/2019	\$45.53	3.50%	\$43.93	\$47.14	\$119.81	\$128.59
	\$128.55	\$128.55	\$128.55	1/1/2020	12/31/2020	\$47.13	3.50%	\$45.46	\$48.79	\$124.01	\$133.09
	\$133.05	\$133.05	\$133.05	1/1/2021	12/31/2021	\$48.78	3.50%	\$47.05	\$50.50	\$128.35	\$137.75
	\$137.71	\$137.71	\$137.71	1/1/2022	12/31/2022	\$50.49	3.50%	\$48.70	\$52.27	\$132.84	\$142.57
Assistant Engineer, Range A	\$103.00	\$103.00	\$103.00	1/1/2018	12/31/2018	\$37.76	0.00%	\$32.09	\$43.43	\$87.53	\$118.46
	\$106.60	\$106.60	\$106.60	1/1/2019	12/31/2019	\$39.08	3.50%	\$33.21	\$44.95	\$90.59	\$122.61
	\$110.33	\$110.33	\$110.33	1/1/2020	12/31/2020	\$40.45	3.50%	\$34.38	\$46.52	\$93.76	\$126.90
	\$114.19	\$114.19	\$114.19	1/1/2021	12/31/2021	\$41.87	3.50%	\$35.58	\$48.15	\$97.05	\$131.34
	\$118.19	\$118.19	\$118.19	1/1/2022	12/31/2022	\$43.33	3.50%	\$36.82	\$49.84	\$100.44	\$135.94
Engineering Technician	\$70.00	\$70.00	\$70.00	1/1/2018	12/31/2018	\$25.66	0.00%	\$16.00	\$35.33	\$43.64	\$96.36
	\$72.45	\$72.45	\$72.45	1/1/2019	12/31/2019	\$26.56	3.50%	\$16.56	\$36.56	\$45.17	\$99.73
	\$74.99	\$74.99	\$74.99	1/1/2020	12/31/2020	\$27.49	3.50%	\$17.14	\$37.84	\$46.75	\$103.22
	\$77.61	\$77.61	\$77.61	1/1/2021	12/31/2021	\$28.45	3.50%	\$17.74	\$39.17	\$48.39	\$106.83
	\$80.33	\$80.33	\$80.33	1/1/2022	12/31/2022	\$29.45	3.50%	\$18.36	\$40.54	\$50.08	\$110.57
CAD Manager	\$143.00	\$143.00	\$143.00	1/1/2018	12/31/2018	\$52.43	0.00%	\$46.94	\$57.91	\$128.04	\$157.96
	\$148.00	\$148.00	\$148.00	1/1/2019	12/31/2019	\$54.26	3.50%	\$48.58	\$59.94	\$132.52	\$163.49
	\$153.18	\$153.18	\$153.18	1/1/2020	12/31/2020	\$56.16	3.50%	\$50.28	\$62.03	\$137.16	\$169.21
	\$158.54	\$158.54	\$158.54	1/1/2021	12/31/2021	\$58.12	3.50%	\$52.04	\$64.21	\$141.96	\$175.13
	\$164.09	\$164.09	\$164.09	1/1/2022	12/31/2022	\$60.16	3.50%	\$53.86	\$66.45	\$146.92	\$181.26
Senior CAD Technician	\$130.00	\$130.00	\$130.00	1/1/2018	12/31/2018	\$47.66	0.00%	\$40.47	\$54.85	\$110.39	\$149.61
	\$134.55	\$134.55	\$134.55	1/1/2019	12/31/2019	\$49.33	3.50%	\$41.89	\$56.77	\$114.25	\$154.85
	\$139.26	\$139.26	\$139.26	1/1/2020	12/31/2020	\$51.05	3.50%	\$43.35	\$58.76	\$118.25	\$160.27
	\$144.13	\$144.13	\$144.13	1/1/2021	12/31/2021	\$52.84	3.50%	\$44.87	\$60.81	\$122.39	\$165.88
	\$149.18	\$149.18	\$149.18	1/1/2022	12/31/2022	\$54.69	3.50%	\$46.44	\$62.94	\$126.67	\$171.68

EXHIBIT 10-H2 COST PROPOSAL Form 1 of 3
SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant **Drake Haglan and Associates**☒ Prime Consultant☐ Subconsultant☐ 2nd Tier SubconsultantProject No. Zinfandel Complex Project - CMContract No. TBDParticipation Amount \$ \$551,008.60Date 10/16/2018

Senior CAD Designer	\$120.00	\$120.00	\$120.00	1/1/2018	12/31/2018	\$44.00	0.00%	\$40.37	\$47.62	\$110.12	\$129.89
	\$124.20	\$124.20	\$124.20	1/1/2019	12/31/2019	\$45.53	3.50%	\$41.78	\$49.29	\$113.97	\$134.44
	\$128.55	\$128.55	\$128.55	1/1/2020	12/31/2020	\$47.13	3.50%	\$43.25	\$51.01	\$117.96	\$139.14
	\$133.05	\$133.05	\$133.05	1/1/2021	12/31/2021	\$48.78	3.50%	\$44.76	\$52.80	\$122.09	\$144.01
	\$137.71	\$137.71	\$137.71	1/1/2022	12/31/2022	\$50.49	3.50%	\$46.33	\$54.65	\$126.36	\$149.05
Senior Designer	\$114.00	\$114.00	\$114.00	1/1/2018	12/31/2018	\$41.79	0.00%	\$35.92	\$47.67	\$97.97	\$130.03
	\$117.99	\$117.99	\$117.99	1/1/2019	12/31/2019	\$43.26	3.50%	\$37.18	\$49.34	\$101.40	\$134.58
	\$122.12	\$122.12	\$122.12	1/1/2020	12/31/2020	\$44.77	3.50%	\$38.48	\$51.07	\$104.95	\$139.29
	\$126.39	\$126.39	\$126.39	1/1/2021	12/31/2021	\$46.34	3.50%	\$39.82	\$52.85	\$108.62	\$144.16
	\$130.82	\$130.82	\$130.82	1/1/2022	12/31/2022	\$47.96	3.50%	\$41.22	\$54.70	\$112.43	\$149.21
CAD Designer	\$100.00	\$100.00	\$100.00	1/1/2018	12/31/2018	\$36.66	0.00%	\$32.09	\$41.23	\$87.53	\$112.46
	\$103.50	\$103.50	\$103.50	1/1/2019	12/31/2019	\$37.94	3.50%	\$33.21	\$42.67	\$90.59	\$116.40
	\$107.12	\$107.12	\$107.12	1/1/2020	12/31/2020	\$39.27	3.50%	\$34.38	\$44.17	\$93.76	\$120.47
	\$110.87	\$110.87	\$110.87	1/1/2021	12/31/2021	\$40.65	3.50%	\$35.58	\$45.71	\$97.05	\$124.69
	\$114.75	\$114.75	\$114.75	1/1/2022	12/31/2022	\$42.07	3.50%	\$36.82	\$47.31	\$100.44	\$129.05
CAD Technician III	\$119.00	\$119.00	\$119.00	1/1/2018	12/31/2018	\$43.63	0.00%	\$31.05	\$56.20	\$84.71	\$153.29
	\$123.17	\$123.17	\$123.17	1/1/2019	12/31/2019	\$45.15	3.50%	\$32.14	\$58.17	\$87.67	\$158.66
	\$127.48	\$127.48	\$127.48	1/1/2020	12/31/2020	\$46.73	3.50%	\$33.27	\$60.20	\$90.74	\$164.21
	\$131.94	\$131.94	\$131.94	1/1/2021	12/31/2021	\$48.37	3.50%	\$34.43	\$62.31	\$93.92	\$169.96
CAD Technician II	\$108.00	\$108.00	\$108.00	1/1/2018	12/31/2018	\$39.60	0.00%	\$27.00	\$52.19	\$73.65	\$142.36
	\$111.78	\$111.78	\$111.78	1/1/2019	12/31/2019	\$40.98	3.50%	\$27.95	\$54.02	\$76.22	\$147.34
	\$115.69	\$115.69	\$115.69	1/1/2020	12/31/2020	\$42.42	3.50%	\$28.92	\$55.91	\$78.89	\$152.50
	\$119.74	\$119.74	\$119.74	1/1/2021	12/31/2021	\$43.90	3.50%	\$29.94	\$57.86	\$81.65	\$157.83
CAD Technician I	\$70.00	\$70.00	\$70.00	1/1/2018	12/31/2018	\$25.66	0.00%	\$22.77	\$28.56	\$62.10	\$77.90
	\$72.45	\$72.45	\$72.45	1/1/2019	12/31/2019	\$26.56	3.50%	\$23.56	\$29.56	\$64.27	\$80.63
	\$74.99	\$74.99	\$74.99	1/1/2020	12/31/2020	\$27.49	3.50%	\$24.39	\$30.59	\$66.52	\$83.45
	\$77.61	\$77.61	\$77.61	1/1/2021	12/31/2021	\$28.45	3.50%	\$25.24	\$31.66	\$68.85	\$86.37
Environmental Services Manager	\$192.00	\$192.00	\$192.00	1/1/2018	12/31/2018	\$70.39	0.00%	\$45.98	\$94.80	\$125.42	\$258.58
	\$198.72	\$198.72	\$198.72	1/1/2019	12/31/2019	\$72.85	3.50%	\$47.59	\$98.12	\$129.81	\$267.63
	\$205.68	\$205.68	\$205.68	1/1/2020	12/31/2020	\$75.40	3.50%	\$49.26	\$101.55	\$134.35	\$277.00
	\$212.87	\$212.87	\$212.87	1/1/2021	12/31/2021	\$78.04	3.50%	\$50.98	\$105.11	\$139.05	\$286.69
	\$220.32	\$220.32	\$220.32	1/1/2022	12/31/2022	\$80.77	3.50%	\$52.76	\$108.79	\$143.92	\$296.73

EXHIBIT 10-H2 COST PROPOSAL Form 1 of 3
SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant **Drake Haglan and Associates**☒ Prime Consultant☐ Subconsultant☐ 2nd Tier SubconsultantProject No. Zinfandel Complex Project - CMContract No. TBDParticipation Amount \$ \$551,008.60Date 10/16/2018

Senior Environmental Planner, Level 2	\$180.00	\$180.00	\$180.00	1/1/2018	12/31/2018	\$65.99	0.00%	\$46.98	\$85.00	\$128.15	\$231.85
	\$186.30	\$186.30	\$186.30	1/1/2019	12/31/2019	\$68.30	3.50%	\$48.63	\$87.98	\$132.64	\$239.96
	\$192.82	\$192.82	\$192.82	1/1/2020	12/31/2020	\$70.69	3.50%	\$50.33	\$91.05	\$137.28	\$248.36
	\$199.57	\$199.57	\$199.57	1/1/2021	12/31/2021	\$73.17	3.50%	\$52.09	\$94.24	\$142.08	\$257.06
	\$206.55	\$206.55	\$206.55	1/1/2022	12/31/2022	\$75.73	3.50%	\$53.91	\$97.54	\$147.05	\$266.05
Senior Environmental Planner, Level 1	\$135.00	\$135.00	\$135.00	1/1/2018	12/31/2018	\$49.49	0.00%	\$39.99	\$59.00	\$109.07	\$160.93
	\$139.73	\$139.73	\$139.73	1/1/2019	12/31/2019	\$51.23	3.50%	\$41.39	\$61.07	\$112.89	\$166.56
	\$144.62	\$144.62	\$144.62	1/1/2020	12/31/2020	\$53.02	3.50%	\$42.83	\$63.20	\$116.84	\$172.39
	\$149.68	\$149.68	\$149.68	1/1/2021	12/31/2021	\$54.87	3.50%	\$44.33	\$65.41	\$120.93	\$178.43
	\$154.92	\$154.92	\$154.92	1/1/2022	12/31/2022	\$56.79	3.50%	\$45.89	\$67.70	\$125.16	\$184.67
Environmental Planner, Level 2	\$115.00	\$115.00	\$115.00	1/1/2018	12/31/2018	\$42.16	0.00%	\$36.32	\$48.00	\$99.07	\$130.93
	\$119.03	\$119.03	\$119.03	1/1/2019	12/31/2019	\$43.64	3.50%	\$37.59	\$49.68	\$102.54	\$135.51
	\$123.19	\$123.19	\$123.19	1/1/2020	12/31/2020	\$45.16	3.50%	\$38.91	\$51.42	\$106.13	\$140.25
	\$127.50	\$127.50	\$127.50	1/1/2021	12/31/2021	\$46.74	3.50%	\$40.27	\$53.22	\$109.84	\$145.16
	\$131.97	\$131.97	\$131.97	1/1/2022	12/31/2022	\$48.38	3.50%	\$41.68	\$55.08	\$113.69	\$150.24
Environmental Planner, Level 1	\$108.00	\$108.00	\$108.00	1/1/2018	12/31/2018	\$39.59	0.00%	\$32.61	\$46.58	\$88.95	\$127.05
	\$111.78	\$111.78	\$111.78	1/1/2019	12/31/2019	\$40.98	3.50%	\$33.75	\$48.21	\$92.06	\$131.50
	\$115.69	\$115.69	\$115.69	1/1/2020	12/31/2020	\$42.41	3.50%	\$34.93	\$49.90	\$95.28	\$136.10
	\$119.74	\$119.74	\$119.74	1/1/2021	12/31/2021	\$43.90	3.50%	\$36.15	\$51.64	\$98.62	\$140.87
	\$123.93	\$123.93	\$123.93	1/1/2022	12/31/2022	\$45.44	3.50%	\$37.42	\$53.45	\$102.07	\$145.80
Assistant Environmental Planner, Level 2	\$90.00	\$90.00	\$90.00	1/1/2018	12/31/2018	\$33.00	0.00%	\$32.87	\$33.12	\$89.66	\$90.34
	\$93.15	\$93.15	\$93.15	1/1/2019	12/31/2019	\$34.15	3.50%	\$34.02	\$34.28	\$92.80	\$93.50
	\$96.41	\$96.41	\$96.41	1/1/2020	12/31/2020	\$35.35	3.50%	\$35.21	\$35.48	\$96.05	\$96.77
	\$99.78	\$99.78	\$99.78	1/1/2021	12/31/2021	\$36.58	3.50%	\$36.44	\$36.72	\$99.41	\$100.16
	\$103.28	\$103.28	\$103.28	1/1/2022	12/31/2022	\$37.86	3.50%	\$37.72	\$38.01	\$102.89	\$103.67
Assistant Environmental Planner, Level 1	\$55.00	\$55.00	\$55.00	1/1/2018	12/31/2018	\$20.16	0.00%	\$17.33	\$23.00	\$47.26	\$62.74
	\$56.93	\$56.93	\$56.93	1/1/2019	12/31/2019	\$20.87	3.50%	\$17.93	\$23.81	\$48.92	\$64.93
	\$58.92	\$58.92	\$58.92	1/1/2020	12/31/2020	\$21.60	3.50%	\$18.56	\$24.64	\$50.63	\$67.20
	\$60.98	\$60.98	\$60.98	1/1/2021	12/31/2021	\$22.36	3.50%	\$19.21	\$25.50	\$52.40	\$69.56
	\$63.11	\$63.11	\$63.11	1/1/2022	12/31/2022	\$23.14	3.50%	\$19.88	\$26.39	\$54.24	\$71.99
Construction Manager	\$250.00	\$250.00	\$250.00	1/1/2018	12/31/2018	\$91.66	0.00%	\$64.17	\$119.14	\$175.03	\$324.97
	\$258.75	\$258.75	\$258.75	1/1/2019	12/31/2019	\$94.86	3.50%	\$66.42	\$123.31	\$181.16	\$336.35
	\$267.81	\$267.81	\$267.81	1/1/2020	12/31/2020	\$98.18	3.50%	\$68.74	\$127.63	\$187.50	\$348.12
	\$277.18	\$277.18	\$277.18	1/1/2021	12/31/2021	\$101.62	3.50%	\$71.15	\$132.09	\$194.06	\$360.30
	\$286.88	\$286.88	\$286.88	1/1/2022	12/31/2022	\$105.18	3.50%	\$73.64	\$136.72	\$200.85	\$372.91

EXHIBIT 10-H2 COST PROPOSAL Form 1 of 3
SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant **Drake Haglan and Associates** ☒ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant

Project No. Zinfandel Complex Project - CM Contract No. TBD Participation Amount \$ \$551,008.60 Date 10/16/2018

Senior Resident Engineer	\$260.00	\$260.00	\$260.00	1/1/2018	12/31/2018	\$95.32	0.00%	\$87.98	\$102.66	\$239.98	\$280.02
	\$269.10	\$269.10	\$269.10	1/1/2019	12/31/2019	\$98.66	3.50%	\$91.06	\$106.25	\$248.38	\$289.82
	\$278.52	\$278.52	\$278.52	1/1/2020	12/31/2020	\$102.11	3.50%	\$94.25	\$109.97	\$257.07	\$299.96
	\$288.27	\$288.27	\$288.27	1/1/2021	12/31/2021	\$105.68	3.50%	\$97.54	\$113.82	\$266.07	\$310.46
	\$298.36	\$298.36	\$298.36	1/1/2022	12/31/2022	\$109.38	3.50%	\$100.96	\$117.80	\$275.38	\$321.33
Resident Engineer	\$215.00	\$215.00	\$215.00	1/1/2018	12/31/2018	\$78.82	0.00%	\$63.14	\$94.50	\$172.24	\$257.76
	\$222.53	\$222.53	\$222.53	1/1/2019	12/31/2019	\$81.58	3.50%	\$65.36	\$97.81	\$178.27	\$266.78
	\$230.31	\$230.31	\$230.31	1/1/2020	12/31/2020	\$84.44	3.50%	\$67.64	\$101.23	\$184.50	\$276.12
	\$238.37	\$238.37	\$238.37	1/1/2021	12/31/2021	\$87.39	3.50%	\$70.01	\$104.77	\$190.96	\$285.79
	\$246.72	\$246.72	\$246.72	1/1/2022	12/31/2022	\$90.45	3.50%	\$72.46	\$108.44	\$197.65	\$295.79
Assistant Resident Engineer	\$157.00	\$157.00	\$157.00	1/1/2018	12/31/2018	\$57.56	0.00%	\$51.75	\$63.37	\$141.16	\$172.85
	\$162.50	\$162.50	\$162.50	1/1/2019	12/31/2019	\$59.57	3.50%	\$53.56	\$65.59	\$146.10	\$178.90
	\$168.19	\$168.19	\$168.19	1/1/2020	12/31/2020	\$61.66	3.50%	\$55.44	\$67.88	\$151.21	\$185.16
	\$174.07	\$174.07	\$174.07	1/1/2021	12/31/2021	\$63.82	3.50%	\$57.38	\$70.26	\$156.50	\$191.64
	\$180.17	\$180.17	\$180.17	1/1/2022	12/31/2022	\$66.05	3.50%	\$59.38	\$72.72	\$161.98	\$198.35
Structures Representative	\$218.00	\$218.00	\$218.00	1/1/2018	12/31/2018	\$79.92	0.00%	\$60.03	\$99.81	\$163.75	\$272.25
	\$225.63	\$225.63	\$225.63	1/1/2019	12/31/2019	\$82.72	3.50%	\$62.14	\$103.30	\$169.48	\$281.78
	\$233.53	\$233.53	\$233.53	1/1/2020	12/31/2020	\$85.61	3.50%	\$64.31	\$106.92	\$175.42	\$291.64
	\$241.70	\$241.70	\$241.70	1/1/2021	12/31/2021	\$88.61	3.50%	\$66.56	\$110.66	\$181.56	\$301.84
	\$250.16	\$250.16	\$250.16	1/1/2022	12/31/2022	\$91.71	3.50%	\$68.89	\$114.53	\$187.91	\$312.41
Senior Construction Inspector**	\$183.00	\$183.00	\$183.00	1/1/2018	12/31/2018	\$67.09	0.00%	\$51.45	\$82.73	\$140.34	\$225.66
	\$189.41	\$189.41	\$189.41	1/1/2019	12/31/2019	\$69.44	3.50%	\$53.25	\$85.63	\$145.25	\$233.56
	\$196.03	\$196.03	\$196.03	1/1/2020	12/31/2020	\$71.87	3.50%	\$55.12	\$88.62	\$150.34	\$241.73
	\$202.90	\$202.90	\$202.90	1/1/2021	12/31/2021	\$74.38	3.50%	\$57.05	\$91.72	\$155.60	\$250.19
	\$210.00	\$210.00	\$210.00	1/1/2022	12/31/2022	\$76.99	3.50%	\$59.04	\$94.93	\$161.05	\$258.95
Construction Inspector**	\$170.00	\$170.00	\$170.00	1/1/2018	12/31/2018	\$62.32	0.00%	\$42.44	\$82.21	\$115.76	\$224.24
	\$175.95	\$175.95	\$175.95	1/1/2019	12/31/2019	\$64.51	3.50%	\$43.93	\$85.09	\$119.81	\$232.09
	\$182.11	\$182.11	\$182.11	1/1/2020	12/31/2020	\$66.76	3.50%	\$45.46	\$88.06	\$124.01	\$240.21
	\$188.48	\$188.48	\$188.48	1/1/2021	12/31/2021	\$69.10	3.50%	\$47.05	\$91.15	\$128.35	\$248.62
	\$195.08	\$195.08	\$195.08	1/1/2022	12/31/2022	\$71.52	3.50%	\$48.70	\$94.34	\$132.84	\$257.32
Construction Inspector**	#N/A	#N/A	#N/A	1/1/2018	12/31/2018	#N/A	0.00%	\$0.00	\$0.00	\$0.00	\$0.00
	#N/A	#N/A	#N/A	1/1/2019	12/31/2019	#N/A	3.50%	\$0.00	\$0.00	\$0.00	\$0.00
	#N/A	#N/A	#N/A	1/1/2020	12/31/2020	#N/A	3.50%	\$0.00	\$0.00	\$0.00	\$0.00
	#N/A	#N/A	#N/A	1/1/2021	12/31/2021	#N/A	3.50%	\$0.00	\$0.00	\$0.00	\$0.00
	#N/A	#N/A	#N/A	1/1/2022	12/31/2022	#N/A	3.50%	\$0.00	\$0.00	\$0.00	\$0.00

EXHIBIT 10-H2 COST PROPOSAL Form 1 of 3
SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant **Drake Haglan and Associates**☒ Prime Consultant☐ Subconsultant☐ 2nd Tier SubconsultantProject No. Zinfandel Complex Project - CMContract No. TBDParticipation Amount \$ \$551,008.60Date 10/16/2018

Office Engineer	\$117.29	\$117.29	\$117.29	1/1/2018	12/31/2018	\$43.00	0.00%	\$0.00	\$0.00	\$0.00	\$0.00
	\$121.39	\$121.39	\$121.39	1/1/2019	12/31/2019	\$44.51	3.50%	\$0.00	\$0.00	\$0.00	\$0.00
	\$125.64	\$125.64	\$125.64	1/1/2020	12/31/2020	\$46.06	3.50%	\$0.00	\$0.00	\$0.00	\$0.00
	\$130.04	\$130.04	\$130.04	1/1/2021	12/31/2021	\$47.67	3.50%	\$0.00	\$0.00	\$0.00	\$0.00
	\$134.59	\$134.59	\$134.59	1/1/2022	12/31/2022	\$49.34	3.50%	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	#N/A	#N/A	#N/A	1/1/2018	12/31/2018	#N/A	0.00%	\$0.00	\$0.00	\$0.00	\$0.00
	#N/A	#N/A	#N/A	1/1/2019	12/31/2019	#N/A	3.50%	\$0.00	\$0.00	\$0.00	\$0.00
	#N/A	#N/A	#N/A	1/1/2020	12/31/2020	#N/A	3.50%	\$0.00	\$0.00	\$0.00	\$0.00
	#N/A	#N/A	#N/A	1/1/2021	12/31/2021	#N/A	3.50%	\$0.00	\$0.00	\$0.00	\$0.00
	#N/A	#N/A	#N/A	1/1/2022	12/31/2022	#N/A	3.50%	\$0.00	\$0.00	\$0.00	\$0.00
Public Relations Manager	\$114.56	\$114.56	\$114.56	1/1/2018	12/31/2018	\$42.00	0.00%	\$0.00	\$0.00	\$0.00	\$0.00
	\$118.57	\$118.57	\$118.57	1/1/2019	12/31/2019	\$43.47	3.50%	\$0.00	\$0.00	\$0.00	\$0.00
	\$122.72	\$122.72	\$122.72	1/1/2020	12/31/2020	\$44.99	3.50%	\$0.00	\$0.00	\$0.00	\$0.00
	\$127.02	\$127.02	\$127.02	1/1/2021	12/31/2021	\$46.57	3.50%	\$0.00	\$0.00	\$0.00	\$0.00
	\$131.46	\$131.46	\$131.46	1/1/2022	12/31/2022	\$48.20	3.50%	\$0.00	\$0.00	\$0.00	\$0.00
Outreach Manager	\$114.56	\$114.56	\$114.56	1/1/2018	12/31/2018	\$42.00	0.00%	\$0.00	\$0.00	\$0.00	\$0.00
	\$118.57	\$118.57	\$118.57	1/1/2019	12/31/2019	\$43.47	3.50%	\$0.00	\$0.00	\$0.00	\$0.00
	\$122.72	\$122.72	\$122.72	1/1/2020	12/31/2020	\$44.99	3.50%	\$0.00	\$0.00	\$0.00	\$0.00
	\$127.02	\$127.02	\$127.02	1/1/2021	12/31/2021	\$46.57	3.50%	\$0.00	\$0.00	\$0.00	\$0.00
	\$131.46	\$131.46	\$131.46	1/1/2022	12/31/2022	\$48.20	3.50%	\$0.00	\$0.00	\$0.00	\$0.00
Project Coordinator	\$92.74	\$92.74	\$92.74	1/1/2018	12/31/2018	\$34.00	0.00%	\$0.00	\$0.00	\$0.00	\$0.00
	\$95.99	\$95.99	\$95.99	1/1/2019	12/31/2019	\$35.19	3.50%	\$0.00	\$0.00	\$0.00	\$0.00
	\$99.35	\$99.35	\$99.35	1/1/2020	12/31/2020	\$36.42	3.50%	\$0.00	\$0.00	\$0.00	\$0.00
	\$102.82	\$102.82	\$102.82	1/1/2021	12/31/2021	\$37.70	3.50%	\$0.00	\$0.00	\$0.00	\$0.00
	\$106.42	\$106.42	\$106.42	1/1/2022	12/31/2022	\$39.02	3.50%	\$0.00	\$0.00	\$0.00	\$0.00
Assistant Project Coordinator	\$75.00	\$75.00	\$75.00	1/1/2018	12/31/2018	\$27.50	0.00%	\$15.53	\$39.46	\$42.37	\$107.63
	\$77.63	\$77.63	\$77.63	1/1/2019	12/31/2019	\$28.46	3.50%	\$16.08	\$40.84	\$43.85	\$111.40
	\$80.34	\$80.34	\$80.34	1/1/2020	12/31/2020	\$29.45	3.50%	\$16.64	\$42.27	\$45.39	\$115.29
	\$83.15	\$83.15	\$83.15	1/1/2021	12/31/2021	\$30.49	3.50%	\$17.22	\$43.75	\$46.98	\$119.33
	\$86.06	\$86.06	\$86.06	1/1/2022	12/31/2022	\$31.55	3.50%	\$17.83	\$45.28	\$48.62	\$123.51
Administration - Manager	\$135.00	\$135.00	\$135.00	1/1/2018	12/31/2018	\$49.49	0.00%	\$44.82	\$54.17	\$122.25	\$147.75
	\$139.73	\$139.73	\$139.73	1/1/2019	12/31/2019	\$51.23	3.50%	\$46.39	\$56.06	\$126.53	\$152.92
	\$144.62	\$144.62	\$144.62	1/1/2020	12/31/2020	\$53.02	3.50%	\$48.01	\$58.02	\$130.96	\$158.27
	\$149.68	\$149.68	\$149.68	1/1/2021	12/31/2021	\$54.87	3.50%	\$49.69	\$60.06	\$135.54	\$163.81
	\$154.92	\$154.92	\$154.92	1/1/2022	12/31/2022	\$56.79	3.50%	\$51.43	\$62.16	\$140.29	\$169.54

Local Assistance Procedures Manual

Exhibit 10-H2
Cost Proposal

EXHIBIT 10-H2 COST PROPOSAL Form 1 of 3
SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
 (CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant **Drake Haglan and Associates** ☒ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant

Project No. Zinfandel Complex Project - CM Contract No. TBD Participation Amount \$ \$551,008.60 Date 10/16/2018

Administration	\$105.00	\$105.00	\$105.00	1/1/2018	12/31/2018	\$38.50	0.00%	\$34.16	\$42.83	\$93.18	\$116.83
	\$108.68	\$108.68	\$108.68	1/1/2019	12/31/2019	\$39.84	3.50%	\$35.36	\$44.33	\$96.44	\$120.91
	\$112.48	\$112.48	\$112.48	1/1/2020	12/31/2020	\$41.24	3.50%	\$36.59	\$45.88	\$99.81	\$125.15
	\$116.42	\$116.42	\$116.42	1/1/2021	12/31/2021	\$42.68	3.50%	\$37.87	\$47.49	\$103.31	\$129.53
	\$120.49	\$120.49	\$120.49	1/1/2022	12/31/2022	\$44.17	3.50%	\$39.20	\$49.15	\$106.92	\$134.06

1. Key Personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The Cost proposal format shall not be amended.
3. Billing rate = actual hourly rate * (1+ICR) * (1+Fee). Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognized agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.
4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

EXHIBIT 10-H2 COST PROPOSAL FORM 2 OF 3**SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)**

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant **Drake Haglan and Associates** ☒ Prime Consultant ☐ Subconsultant
Zinfandel Complex
 Project No. Project - CM Contract No. TBD Date 10/16/2018

SCHEDULE OF OTHER DIRECT COST ITEMS				
PRIME CONSULTANT				
DESCRIPTION OF ITEMS	Quantity	Unit	Unit Cost	Total
Outside Vendor Printing and Reproduction	0.00	EA	Actual	\$0.00
U.S. Mail	0.00	EA	Actual	\$0.00
Overnight Mail Service	0.00	EA	\$30.00	\$0.00
Personal Vehicle	0	Mile	\$0.55	\$0.00
Rental Vehicle & Gas	0	Day	Actual	\$0.00
Tolls & Parking	0	EA	Actual	\$0.00
Per Diem	0	Day	At current GSA Rate	\$0.00
Research Fees	0	EA	Actual	\$0.00
EDR Record Search	0	EA	\$350.00	\$0.00
Cultural Record Search	0	EA	\$400.00	\$0.00
Total ODC's				\$0.00
Subconsultant 1: R.E.Y Engineers				
Subconsultant 2: UNICO Engineering				
Subconsultant 3: Advanced Mobility Group				
Subconsultant 4: GEOCON				
Total Subconsultants				\$0.00

Note: Add Additional pages if necessary.

IMPORTANT NOTES:

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

January 2018

EXHIBIT 10-H2 COST PROPOSAL Form 3 of 3

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

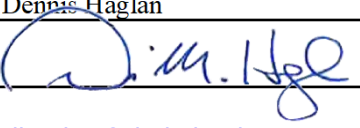
1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. [Title 23 United States Code Section 112](#) - Letting of Contracts
4. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
5. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
6. [48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board](#) (when applicable)

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

Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Dennis Haglan Title*: President

Signature:  Date of Certification (mm/dd/yyyy): 9/21/2018

Email: dhaglan@drakehaglan.com Phone Number: 916-363-4210

Address: 11060 White Rock Road, Suite 200, Rancho Cordova, CA 95670

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

List services the consultant is providing under the proposed contract:

Highway Structure and Roadway Design, Environmental Documentation, Construction Management, Public Outreach, Water/Wastewater Design

EXHIBIT 10-H2 COST PROPOSAL Page 1 of 3

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant R.E.Y. Engineers, Inc.

☐ Prime Consultant

☒ Subconsultant

☐ 2nd Tier Subconsultant

Project No.

Contract No. TBD

Participation Amount

\$85,258.75

Date 9/21/2018

For Combined Rate	Fringe %	+	Overhead %	+	G&A %	=	Combined ICR %
	60.25%		122.43%				182.68%

OR

For Home Office Rate	Fringe %	+	Overhead %	+	G&A %	=	Home Office ICR %
							0.00%
For Field Office Rate	Fringe %	+	Overhead %	+	G&A %	=	Field Office ICR %
							0.00%

Fee =	12%
% Increase =	5.0%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective Date of Hourly Rate		Actual or Avg. Hourly Rate ⁴	% or \$ Increase	Hourly Range - for Classifications Only	
	Straight ³	OT(1.5x)	OT(2x)	From	To				
Assistant I	\$90.23	\$135.35	\$180.46	1/1/2018	12/31/2018	\$28.50		\$27.00	\$30.00
Non-Exempt	\$94.74	\$142.11	\$189.49	1/1/2019	12/31/2019	\$29.93	5.0%	\$28.35	\$31.50
	\$99.48	\$149.22	\$198.96	1/1/2020	12/31/2020	\$31.42	5.0%	\$29.77	\$33.08
	\$104.45	\$156.68	\$208.91	1/1/2021	12/31/2021	\$32.99	5.0%	\$31.26	\$34.73
Assistant II	\$99.73	\$149.59	\$199.46	1/1/2018	12/31/2018	\$31.50		\$30.00	\$33.00
Non-Exempt	\$104.72	\$157.07	\$209.43	1/1/2019	12/31/2019	\$33.08	5.0%	\$31.50	\$34.65
	\$109.95	\$164.93	\$219.90	1/1/2020	12/31/2020	\$34.73	5.0%	\$33.08	\$36.38
	\$115.45	\$173.17	\$230.90	1/1/2021	12/31/2021	\$36.47	5.0%	\$34.73	\$38.20
Assistant III	\$109.23	\$163.84	\$218.46	1/1/2018	12/31/2018	\$34.50		\$33.00	\$36.00
Non-Exempt	\$114.69	\$172.03	\$229.38	1/1/2019	12/31/2019	\$36.23	5.0%	\$34.65	\$37.80
	\$120.42	\$180.64	\$240.85	1/1/2020	12/31/2020	\$38.04	5.0%	\$36.38	\$39.69
	\$126.44	\$189.67	\$252.89	1/1/2021	12/31/2021	\$39.94	5.0%	\$38.20	\$41.67
Assistant IV	\$120.31	\$180.46	\$240.62	1/1/2018	12/31/2018	\$38.00		\$36.00	\$40.00
Non-Exempt	\$126.32	\$189.49	\$252.65	1/1/2019	12/31/2019	\$39.90	5.0%	\$37.80	\$42.00
	\$132.64	\$198.96	\$265.28	1/1/2020	12/31/2020	\$41.90	5.0%	\$39.69	\$44.10
	\$139.27	\$208.91	\$278.54	1/1/2021	12/31/2021	\$43.99	5.0%	\$41.67	\$46.31
Assistant V	\$131.39	\$197.08	\$262.78	1/1/2018	12/31/2018	\$41.50		\$40.00	\$43.00

Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective Date of Hourly Rate		Actual or Avg. Hourly Rate ⁴	% or \$ Increase	Hourly Range - for Classifications Only	
	Straight ³	OT(1.5x)	OT(2x)	From	To				
<i>Non-Exempt</i>	\$137.96	\$206.94	\$275.92	1/1/2019	12/31/2019	\$43.58	5.0%	\$42.00	\$45.15
	\$144.86	\$217.29	\$289.71	1/1/2020	12/31/2020	\$45.75	5.0%	\$44.10	\$47.41
	\$152.10	\$228.15	\$304.20	1/1/2021	12/31/2021	\$48.04	5.0%	\$46.31	\$49.78
Associate I	\$120.31	\$120.31	\$120.31	1/1/2018	12/31/2018	\$38.00		\$36.00	\$40.00
<i>Exempt</i>	\$126.32	\$126.32	\$126.32	1/1/2019	12/31/2019	\$39.90	5.0%	\$37.80	\$42.00
	\$132.64	\$132.64	\$132.64	1/1/2020	12/31/2020	\$41.90	5.0%	\$39.69	\$44.10
	\$139.27	\$139.27	\$139.27	1/1/2021	12/31/2021	\$43.99	5.0%	\$41.67	\$46.31
Associate II	\$131.39	\$131.39	\$131.39	1/1/2018	12/31/2018	\$41.50		\$40.00	\$43.00
<i>Exempt</i>	\$137.96	\$137.96	\$137.96	1/1/2019	12/31/2019	\$43.58	5.0%	\$42.00	\$45.15
	\$144.86	\$144.86	\$144.86	1/1/2020	12/31/2020	\$45.75	5.0%	\$44.10	\$47.41
	\$152.10	\$152.10	\$152.10	1/1/2021	12/31/2021	\$48.04	5.0%	\$46.31	\$49.78
Associate III	\$140.89	\$140.89	\$140.89	1/1/2018	12/31/2018	\$44.50		\$43.00	\$46.00
<i>Exempt</i>	\$147.93	\$147.93	\$147.93	1/1/2019	12/31/2019	\$46.73	5.0%	\$45.15	\$48.30
	\$155.33	\$155.33	\$155.33	1/1/2020	12/31/2020	\$49.06	5.0%	\$47.41	\$50.72
	\$163.10	\$163.10	\$163.10	1/1/2021	12/31/2021	\$51.51	5.0%	\$49.78	\$53.25
Associate IV	\$150.39	\$150.39	\$150.39	1/1/2018	12/31/2018	\$47.50		\$46.00	\$49.00
<i>Exempt</i>	\$157.91	\$157.91	\$157.91	1/1/2019	12/31/2019	\$49.88	5.0%	\$48.30	\$51.45
	\$165.80	\$165.80	\$165.80	1/1/2020	12/31/2020	\$52.37	5.0%	\$50.72	\$54.02
	\$174.09	\$174.09	\$174.09	1/1/2021	12/31/2021	\$54.99	5.0%	\$53.25	\$56.72
Associate V	\$159.88	\$159.88	\$159.88	1/1/2018	12/31/2018	\$50.50		\$49.00	\$52.00
<i>Exempt</i>	\$167.88	\$167.88	\$167.88	1/1/2019	12/31/2019	\$53.03	5.0%	\$51.45	\$54.60
	\$176.27	\$176.27	\$176.27	1/1/2020	12/31/2020	\$55.68	5.0%	\$54.02	\$57.33
	\$185.09	\$185.09	\$185.09	1/1/2021	12/31/2021	\$58.46	5.0%	\$56.72	\$60.20
Senior I	\$163.05	\$163.05	\$163.05	1/1/2018	12/31/2018	\$51.50		\$49.00	\$54.00
<i>Exempt</i>	\$171.20	\$171.20	\$171.20	1/1/2019	12/31/2019	\$54.08	5.0%	\$51.45	\$56.70
	\$179.76	\$179.76	\$179.76	1/1/2020	12/31/2020	\$56.78	5.0%	\$54.02	\$59.54
	\$188.75	\$188.75	\$188.75	1/1/2021	12/31/2021	\$59.62	5.0%	\$56.72	\$62.51
Senior II	\$178.88	\$178.88	\$178.88	1/1/2018	12/31/2018	\$56.50		\$54.00	\$59.00
<i>Exempt</i>	\$187.82	\$187.82	\$187.82	1/1/2019	12/31/2019	\$59.33	5.0%	\$56.70	\$61.95
	\$197.22	\$197.22	\$197.22	1/1/2020	12/31/2020	\$62.29	5.0%	\$59.54	\$65.05
	\$207.08	\$207.08	\$207.08	1/1/2021	12/31/2021	\$65.41	5.0%	\$62.51	\$68.30
Senior III	\$194.71	\$194.71	\$194.71	1/1/2018	12/31/2018	\$61.50		\$59.00	\$64.00
<i>Exempt</i>	\$204.45	\$204.45	\$204.45	1/1/2019	12/31/2019	\$64.58	5.0%	\$61.95	\$67.20
	\$214.67	\$214.67	\$214.67	1/1/2020	12/31/2020	\$67.80	5.0%	\$65.05	\$70.56
	\$225.40	\$225.40	\$225.40	1/1/2021	12/31/2021	\$71.19	5.0%	\$68.30	\$74.09
Senior IV	\$210.54	\$210.54	\$210.54	1/1/2018	12/31/2018	\$66.50		\$64.00	\$69.00
<i>Exempt</i>	\$221.07	\$221.07	\$221.07	1/1/2019	12/31/2019	\$69.83	5.0%	\$67.20	\$72.45
	\$232.12	\$232.12	\$232.12	1/1/2020	12/31/2020	\$73.32	5.0%	\$70.56	\$76.07
	\$243.73	\$243.73	\$243.73	1/1/2021	12/31/2021	\$76.98	5.0%	\$74.09	\$79.88

Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective Date of Hourly Rate		Actual or Avg. Hourly Rate ⁴	% or \$ Increase	Hourly Range - for Classifications Only	
	Straight ³	OT(1.5x)	OT(2x)	From	To				
Senior V	\$224.79	\$224.79	\$224.79	1/1/2018	12/31/2018	\$71.00		\$69.00	\$73.00
<i>Exempt</i>	\$236.03	\$236.03	\$236.03	1/1/2019	12/31/2019	\$74.55	5.0%	\$72.45	\$76.65
	\$247.83	\$247.83	\$247.83	1/1/2020	12/31/2020	\$78.28	5.0%	\$76.07	\$80.48
	\$260.22	\$260.22	\$260.22	1/1/2021	12/31/2021	\$82.19	5.0%	\$79.88	\$84.51
Principal I	\$223.20	\$223.20	\$223.20	1/1/2018	12/31/2018	\$70.50		\$65.00	\$76.00
<i>Exempt</i>	\$234.36	\$234.36	\$234.36	1/1/2019	12/31/2019	\$74.03	5.0%	\$68.25	\$79.80
	\$246.08	\$246.08	\$246.08	1/1/2020	12/31/2020	\$77.73	5.0%	\$71.66	\$83.79
	\$258.39	\$258.39	\$258.39	1/1/2021	12/31/2021	\$81.61	5.0%	\$75.25	\$87.98
Principal II	\$251.70	\$251.70	\$251.70	1/1/2018	12/31/2018	\$79.50		\$76.00	\$83.00
<i>Exempt</i>	\$264.28	\$264.28	\$264.28	1/1/2019	12/31/2019	\$83.48	5.0%	\$79.80	\$87.15
	\$277.50	\$277.50	\$277.50	1/1/2020	12/31/2020	\$87.65	5.0%	\$83.79	\$91.51
	\$291.37	\$291.37	\$291.37	1/1/2021	12/31/2021	\$92.03	5.0%	\$87.98	\$96.08
Technician I	\$69.65	\$104.48	\$139.30	1/1/2018	12/31/2018	\$22.00		\$20.00	\$24.00
<i>Non-Exempt</i>	\$73.13	\$109.70	\$146.27	1/1/2019	12/31/2019	\$23.10	5.0%	\$21.00	\$25.20
	\$76.79	\$115.19	\$153.58	1/1/2020	12/31/2020	\$24.26	5.0%	\$22.05	\$26.46
	\$80.63	\$120.95	\$161.26	1/1/2021	12/31/2021	\$25.47	5.0%	\$23.15	\$27.78
Technician II	\$82.32	\$123.47	\$164.63	1/1/2018	12/31/2018	\$26.00		\$24.00	\$28.00
<i>Non-Exempt</i>	\$86.43	\$129.65	\$172.86	1/1/2019	12/31/2019	\$27.30	5.0%	\$25.20	\$29.40
	\$90.75	\$136.13	\$181.51	1/1/2020	12/31/2020	\$28.67	5.0%	\$26.46	\$30.87
	\$95.29	\$142.94	\$190.58	1/1/2021	12/31/2021	\$30.10	5.0%	\$27.78	\$32.41
Technician III	\$96.56	\$144.85	\$193.13	1/1/2018	12/31/2018	\$30.50		\$28.00	\$33.00
<i>Non-Exempt</i>	\$101.39	\$152.09	\$202.78	1/1/2019	12/31/2019	\$32.03	5.0%	\$29.40	\$34.65
	\$106.46	\$159.69	\$212.92	1/1/2020	12/31/2020	\$33.63	5.0%	\$30.87	\$36.38
	\$111.78	\$167.68	\$223.57	1/1/2021	12/31/2021	\$35.31	5.0%	\$32.41	\$38.20
Senior Technician I	\$112.39	\$112.39	\$112.39	1/1/2018	12/31/2018	\$35.50		\$33.00	\$38.00
<i>Exempt</i>	\$118.01	\$118.01	\$118.01	1/1/2019	12/31/2019	\$37.28	5.0%	\$34.65	\$39.90
	\$123.91	\$123.91	\$123.91	1/1/2020	12/31/2020	\$39.14	5.0%	\$36.38	\$41.90
	\$130.11	\$130.11	\$130.11	1/1/2021	12/31/2021	\$41.10	5.0%	\$38.20	\$43.99
Senior Technician II	\$128.22	\$128.22	\$128.22	1/1/2018	12/31/2018	\$40.50		\$38.00	\$43.00
<i>Exempt</i>	\$134.63	\$134.63	\$134.63	1/1/2019	12/31/2019	\$42.53	5.0%	\$39.90	\$45.15
	\$141.37	\$141.37	\$141.37	1/1/2020	12/31/2020	\$44.65	5.0%	\$41.90	\$47.41
	\$148.43	\$148.43	\$148.43	1/1/2021	12/31/2021	\$46.88	5.0%	\$43.99	\$49.78
Senior Technician III	\$144.05	\$144.05	\$144.05	1/1/2018	12/31/2018	\$45.50		\$43.00	\$48.00
<i>Exempt</i>	\$151.26	\$151.26	\$151.26	1/1/2019	12/31/2019	\$47.78	5.0%	\$45.15	\$50.40
	\$158.82	\$158.82	\$158.82	1/1/2020	12/31/2020	\$50.16	5.0%	\$47.41	\$52.92
	\$166.76	\$166.76	\$166.76	1/1/2021	12/31/2021	\$52.67	5.0%	\$49.78	\$55.57
LiDAR Technician I	\$118.73	\$118.73	\$118.73	1/1/2018	12/31/2018	\$37.50		\$35.00	\$40.00
<i>Exempt</i>	\$124.66	\$124.66	\$124.66	1/1/2019	12/31/2019	\$39.38	5.0%	\$36.75	\$42.00
	\$130.89	\$130.89	\$130.89	1/1/2020	12/31/2020	\$41.34	5.0%	\$38.59	\$44.10

Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective Date of Hourly Rate		Actual or Avg. Hourly Rate ⁴	% or \$ Increase	Hourly Range - for Classifications Only	
	Straight ³	OT(1.5x)	OT(2x)	From	To				
	\$137.44	\$137.44	\$137.44	1/1/2021	12/31/2021	\$43.41	5.0%	\$40.52	\$46.31
LiDAR Technician II	\$134.56	\$134.56	\$134.56	1/1/2018	12/31/2018	\$42.50		\$40.00	\$45.00
<i>Exempt</i>	\$141.28	\$141.28	\$141.28	1/1/2019	12/31/2019	\$44.63	5.0%	\$42.00	\$47.25
	\$148.35	\$148.35	\$148.35	1/1/2020	12/31/2020	\$46.86	5.0%	\$44.10	\$49.61
	\$155.77	\$155.77	\$155.77	1/1/2021	12/31/2021	\$49.20	5.0%	\$46.31	\$52.09
LiDAR Technician III	\$147.22	\$147.22	\$147.22	1/1/2018	12/31/2018	\$46.50		\$45.00	\$48.00
<i>Exempt</i>	\$154.58	\$154.58	\$154.58	1/1/2019	12/31/2019	\$48.83	5.0%	\$47.25	\$50.40
	\$162.31	\$162.31	\$162.31	1/1/2020	12/31/2020	\$51.27	5.0%	\$49.61	\$52.92
	\$170.43	\$170.43	\$170.43	1/1/2021	12/31/2021	\$53.83	5.0%	\$52.09	\$55.57
Senior LiDAR Specialist	\$213.71	\$213.71	\$213.71	1/1/2018	12/31/2018	\$67.50		\$65.00	\$70.00
<i>Exempt</i>	\$224.39	\$224.39	\$224.39	1/1/2019	12/31/2019	\$70.88	5.0%	\$68.25	\$73.50
	\$235.61	\$235.61	\$235.61	1/1/2020	12/31/2020	\$74.42	5.0%	\$71.66	\$77.18
	\$247.39	\$247.39	\$247.39	1/1/2021	12/31/2021	\$78.14	5.0%	\$75.25	\$81.03
Project Coordinator	\$87.07	\$130.60	\$174.13	1/1/2018	12/31/2018	\$27.50		\$25.00	\$30.00
<i>Non-Exempt</i>	\$91.42	\$137.13	\$182.84	1/1/2019	12/31/2019	\$28.88	5.0%	\$26.25	\$31.50
	\$95.99	\$143.98	\$191.98	1/1/2020	12/31/2020	\$30.32	5.0%	\$27.56	\$33.08
	\$100.79	\$151.18	\$201.58	1/1/2021	12/31/2021	\$31.83	5.0%	\$28.94	\$34.73
Project Administrator	\$118.73	\$118.73	\$118.73	1/1/2018	12/31/2018	\$37.50		\$30.00	\$45.00
<i>Exempt</i>	\$124.66	\$124.66	\$124.66	1/1/2019	12/31/2019	\$39.38	5.0%	\$31.50	\$47.25
	\$130.89	\$130.89	\$130.89	1/1/2020	12/31/2020	\$41.34	5.0%	\$33.08	\$49.61
	\$137.44	\$137.44	\$137.44	1/1/2021	12/31/2021	\$43.41	5.0%	\$34.73	\$52.09
Certified Party Chief**	\$140.03	\$210.05	\$280.07	1/1/2018	12/31/2018	\$44.23		\$43.23	\$45.23
<i>Non-Exempt</i>	\$140.03	\$210.05	\$280.07	1/1/2019	12/31/2019	\$44.23	DIR***	\$43.23	\$45.23
	\$140.03	\$210.05	\$280.07	1/1/2020	12/31/2020	\$44.23	DIR***	\$43.23	\$45.23
Prevailing Wage	\$140.03	\$210.05	\$280.07	1/1/2021	12/31/2021	\$44.23	DIR***	\$43.23	\$45.23
Chainman/Rodman**	\$117.84	\$176.76	\$235.68	1/1/2018	12/31/2018	\$37.22		\$36.22	\$38.22
<i>Non-Exempt</i>	\$117.84	\$176.76	\$235.68	1/1/2019	12/31/2019	\$37.22	DIR***	\$36.22	\$38.22
	\$117.84	\$176.76	\$235.68	1/1/2020	12/31/2020	\$37.22	DIR***	\$36.22	\$38.22
Prevailing Wage	\$117.84	\$176.76	\$235.68	1/1/2021	12/31/2021	\$37.22	DIR***	\$36.22	\$38.22

NOTES:

1. Key Personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended.
3. Billing rate = actual hourly rate * (1+ICR) * (1+Fee). Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognized agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.
4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.
5. Escalation for personnel subject to prevailing wage (***) shall follow the annual DIR determinations.

EXHIBIT 10-H2 COST PROPOSAL Page 2 of 3

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant R.E.Y. Engineers, Inc. ☐ Prime Consultant ☒ Subconsultant ☐ 2nd Tier SubconsultantProject No. Contract No. TBD Date 9/21/2018**SCHEDULE OF OTHER DIRECT COST ITEMS**

DESCRIPTION OF ITEM	Quantity	Unit	Unit Cost	Total
Terrestrial LiDAR (TLS) Equipment		Hour	\$ 75.00	\$ -
Mobile LiDAR (MTLS) Equipment		Hour	\$ 600.00	\$ -
Plan Sheets		Sheet	\$ 1.80	\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
Subconsultant 1:				
Subconsultant 2:				
Subconsultant 3:				
Subconsultant 4:				
Subconsultant 5:				

NOTES:

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

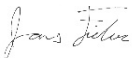
EXHIBIT 10-H2 COST PROPOSAL Page 3 of 3**Certification of Direct Costs**

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

- 1 Generally Accepted Accounting Principles (GAAP)
- 2 Terms and conditions of the contract
- 3 Title 23 United States Code Section 112 - Letting of Contracts
- 4 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
- 5 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Services
- 6 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement. Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Suconsultant Certifying

Name:	<u>James Fisher</u>	Title:	<u>Principal</u>
Signature:		Date of Certification:	<u>9/21/2018</u>
Email:	<u>jfisher@revengineers.com</u>	Phone Number:	<u>(916) 366-3040</u>
Address:	<u>905 Sutter Street, Suite 200, Folsom, CA 95630</u>		

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

List services the consultant is providing under this proposed contract:

Construction Management Services

January 2018

EXHIBIT 10-H2 COST PROPOSAL Form 1 of 3
SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant **UNICO Engineering** ☐ Prime Consultant ☒ Subconsultant ☐ 2nd Tier Subconsultant

Project No. Zinfandel Complex Project - CM Contract No. Zinfandel Complex Project - Construction Management ☐ Participation Amount \$ \$80,360.32 Date 10/16/2018

For Combined Rate	Fringe Benefit % + General & Administrative% + Facilities Capital Cost of Money%	=	132.00%	Combined ICR %
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OR

For Home Office	Fringe Benefit % + General & Administrative% + Facilities Capital Cost of Money%	=	_____	Home Office ICR %
For Field Office	Fringe Benefit % + General & Administrative% + Facilities Capital Cost of Money%	=	_____	Field Office ICR %

FEE % =	10%
---------	------------

BILLING INFORMATION				CALCULATION INFORMATION					
Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective date of hourly rate		Actual or Avg. hourly rate ³	% or \$ increase	Hourly range - for classifications only	Billing Rate Range for classification
	Straight	OT(1.5x)	OT(2x)	From	To				
Michael Mutto	\$140.36	\$167.86	\$195.36	8/1/2018	7/31/2019	\$55.00	0.00%	Not Applicable	Not Applicable
Contruction Inspector: 1st Shift**	\$144.57	\$172.90	\$201.22	8/1/2019	7/30/2020	\$56.65	3.00%		
	\$148.91	\$178.08	\$207.26	8/1/2020	7/31/2021	\$58.35	3.00%		
	\$153.38	\$183.43	\$213.48	8/1/2021	7/31/2022	\$60.10	3.00%		
	\$157.98	\$188.93	\$219.88	8/1/2022	7/31/2023	\$61.90	3.00%		
Michael Mutto	\$154.73	\$185.04	\$215.36	8/1/2018	7/31/2019	\$60.63	0.00%	Not Applicable	Not Applicable
Construction Inspector: 2nd Shift**	\$159.37	\$190.59	\$221.82	8/1/2019	7/30/2020	\$62.45	3.00%		
	\$164.15	\$196.31	\$228.47	8/1/2020	7/31/2021	\$64.32	3.00%		
	\$169.08	\$202.20	\$235.33	8/1/2021	7/31/2022	\$66.25	3.00%		
	\$174.15	\$208.27	\$242.39	8/1/2022	7/31/2023	\$68.24	3.00%		

- Key Personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The Cost proposal format shall not be amended.
- Billing rate = actual hourly rate * (1+ICR) * (1+Fee). Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognized agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.
- For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

EXHIBIT 10-H2 COST PROPOSAL FORM 2 OF 3**SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)**

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant UNICO Engineering ☐ Prime Consultant ☒ SubconsultantProject No. Zinfandel Complex Project - CM Contract No. TBD Date 10/16/2018

SCHEDULE OF OTHER DIRECT COST ITEMS				
PRIME CONSULTANT				
DESCRIPTION OF ITEMS	Quantity	Unit	Unit Cost	Total
Outside Vendor Printing & Reproduction (Note	0.00	EA	\$0.00	\$0.00
U.S. Mail	0.00	EA	\$0.00	\$0.00
Overnight Mail Service	0.00	EA	\$0.00	\$0.00
Personal Vehicle	0.00	Mile	\$0.00	\$0.00
Per Diem	0.00	Day	\$0.00	\$0.00
Permit Fees	0.00	EA	\$0.00	\$0.00
Research Fee	0.00	EA	\$0.00	\$0.00
Traffic Counts	0.00	/Location	\$0.00	\$0.00
0	0.00	0	\$0.00	\$0.00
0	0.00	0	\$0.00	\$0.00
				\$0.00
Subconsultant 2:				\$0.00
Subconsultant 3:				\$0.00
Subconsultant 4:				\$0.00
Subconsultant 5:				\$0.00
Subconsultant Total:				\$0.00
Total:				\$0.00

Note: Add Additional pages if necessary.

IMPORTANT NOTES:

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

EXHIBIT 10-H2 COST PROPOSAL | CITY OF RANCHO CORDOVA | CM SERVICES FOR THE ZINFANDEL COMPLEX PROJECT

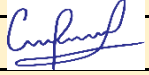
Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. [Title 23 United States Code Section 112](#) - Letting of Contracts
4. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
5. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
6. [48 Code of Federal Regulations Part 9904](#) - Cost Accounting Standards Board (when applicable)

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

Prime Consultant or Subconsultant Certifying:

Name:	Cesar Montes de Oca	Title *:	President
Signature:		Date of Certification (mm/dd/yyyy):	9/21/2018
Email:	cesar@unicoengineering.com	Phone Number:	916-900-6623
Address:	110 Blue Ravine Rd. Ste 101, Folsom, CA 95630		

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

List services the consultant is providing under the proposed contract:

Land Survey and Construction Inspection

EXHIBIT 10-H2 COST PROPOSAL Form 1 of 3
SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
 (CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

 Consultant **Advanced Mobility Group** ☐ Prime Consultant ☒ Subconsultant ☐ 2nd Tier Subconsultant

 Project No. Zinfandel Complex Project - CM Contract No. Zinfandel Complex Project - Construction Management ☐ Participation Amount \$ \$25,479.86 Date 10/16/2018

 For Combined Rate
 Fringe Benefit % + General & Administrative% + Facilities Capital Cost of Money% = **110.00%** Combined ICR %

OR

 For Home Office
 Fringe Benefit % + General & Administrative% + Facilities Capital Cost of Money% = _____ Home Office ICR %
 For Field Office
 Fringe Benefit % + General & Administrative% + Facilities Capital Cost of Money% = _____ Field Office ICR %
FEE % = **10%****BILLING INFORMATION****CALCULATION INFORMATION**

Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective date of hourly rate		Actual or Avg. hourly rate ³	% or \$ increase	Hourly range - for classifications only	Billing Rate Range for classification
	Straight	OT(1.5x)	OT(2x)	From	To				
Joy Bhattacharya	\$225.46	N/C	N/C	1/1/2018	12/31/2018	\$97.60	0.00%	Not Applicable	Not Applicable
Project Manager	\$229.97	N/C	N/C	1/1/2019	12/31/2019	\$99.55	2.00%		
	\$234.56	N/C	N/C	1/1/2020	12/31/2020	\$101.54	2.00%		
	\$239.26	N/C	N/C	1/1/2021	12/31/2021	\$103.57	2.00%		
	\$244.04	N/C	N/C	1/1/2022	12/31/2022	\$105.65	2.00%		
Steve Au	\$127.05	N/C	N/C	1/1/2018	12/31/2018	\$55.00	0.00%	Not Applicable	Not Applicable
Engineer	\$129.59	N/C	N/C	1/1/2019	12/31/2019	\$56.10	2.00%		
	\$132.18	N/C	N/C	1/1/2020	12/31/2020	\$57.22	2.00%		
	\$134.83	N/C	N/C	1/1/2021	12/31/2021	\$58.37	2.00%		
	\$137.52	N/C	N/C	1/1/2022	12/31/2022	\$59.53	2.00%		

1. Key Personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.

2. The Cost proposal format shall not be amended.

3. Billing rate = actual hourly rate * (1+ICR) * (1+Fee). Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognized agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.

4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

EXHIBIT 10-H2 COST PROPOSAL FORM 2 OF 3

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant Advanced Mobility Group ☐ Prime Consultant ☒ SubconsultantProject No. Infandel Complex Project - CM Contract No. TBD Date 10/16/2018

SCHEDULE OF OTHER DIRECT COST ITEMS				
PRIME CONSULTANT				
DESCRIPTION OF ITEMS	Quantity	Unit	Unit Cost	Total
Outside Vendor Printing & Reproduction (Note	0.00	EA	\$0.00	\$0.00
U.S. Mail	0.00	EA	\$0.00	\$0.00
Overnight Mail Service	0.00	EA	\$0.00	\$0.00
Personal Vehicle	0.00	Mile	\$0.00	\$0.00
Per Diem	0.00	Day	\$0.00	\$0.00
Permit Fees	0.00	EA	\$0.00	\$0.00
Research Fee	0.00	EA	\$0.00	\$0.00
Equipment Rental and Supplies	1.00	0	\$1,500.00	\$1,500.00
0	0.00	0	\$0.00	\$0.00
0	0.00	0	\$0.00	\$0.00
Total ODCs:				\$1,500.00
Subconsultant 2:				\$0.00
Subconsultant 3:				\$0.00
Subconsultant 4:				\$0.00
Subconsultant 5:				\$0.00
Total Subconsultant:				\$0.00
Total:				\$1,500.00

Note: Add Additional pages if necessary.

IMPORTANT NOTES:

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

January 2018

EXHIBIT 10-H2 COST PROPOSAL Page 3 of 3**Certification of Direct Costs:**

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement. Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Beth Clement Title *: Operations Manager
 Signature :  Date of Certification (mm/dd/yyyy): 9/21/2018
 Email: beth@amobility.com Phone Number: 925.451.1051
 Address: 2999 Oak Road, Suite #420 Walnut Creek, CA 94597

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

List services the consultant is providing under the proposed contract:

Engineering and Signal Design Services

CITY OF RANCHO CORDOVA | CONSTRUCTION MANAGEMENT SERVICES: CONSTRUCTION PHASE of the ZINFANDEL COMPLEX PROJECT

EXHIBIT 10-H2 COST PROPOSAL | SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant Geocon Consultants, Inc. ☐ Prime Consultant ☒ Subconsultant ☐ 2nd Tier Subconsultant

Project No. _____ Contract No. _____ Participation Amount \$ 88,317.13 Date 09/21/2018

For Combined Rate	Fringe Benefit %	<u>36.50%</u>	+	Overhead %	<u>78.00%</u>	+	General Administration %	<u>69.52%</u>	=	Combined ICR %	<u>184.02%</u>
OR											
For Home Office Rate	Fringe Benefit %	_____	+	Overhead %	_____	+	General Administration %	_____	=	Home Office ICR %	<u>0.00%</u>
For Field Office Rate	Fringe Benefit %	_____	+	Overhead %	_____	+	General Administration %	_____	=	Field Office ICR %	<u>0.00%</u>

FEE % = 10.0%Escalation % = 3.0%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ³			Effective date of hourly rate		Actual or Avg. hourly rate ⁴	% or \$ increase	Hourly range - for classifications only
*Zorne Principal Engineer	\$ 187.45	\$ 187.45	\$ 187.45	10/01/2018	06/30/2019	\$ 60.00		Not Applicable
	\$ 193.08	\$ 193.08	\$ 193.08	07/01/2019	06/30/2020	\$ 61.80	3.0%	
	\$ 198.86	\$ 198.86	\$ 198.86	07/01/2020	06/30/2021	\$ 63.65	3.0%	
(exempt)	\$ 204.82	\$ 204.82	\$ 204.82	07/01/2021	06/30/2022	\$ 65.56	3.0%	
(non-prevailing wage)	\$ 210.98	\$ 210.98	\$ 210.98	07/01/2022	06/30/2023	\$ 67.53	3.0%	
*Loutzenhiser, Staff Senior Engineer	\$ 159.34	\$ 239.00	\$ 318.67	10/01/2018	06/30/2019	\$ 51.00		Not Applicable
	\$ 164.12	\$ 246.17	\$ 328.23	07/01/2019	06/30/2020	\$ 52.53	3.0%	
	\$ 169.05	\$ 253.58	\$ 338.10	07/01/2020	06/30/2021	\$ 54.11	3.0%	
(non-exempt)	\$ 174.11	\$ 261.17	\$ 348.23	07/01/2021	06/30/2022	\$ 55.73	3.0%	
(non-prevailing wage)	\$ 179.33	\$ 269.00	\$ 358.66	07/01/2022	06/30/2023	\$ 57.40	3.0%	
Church, Dixon, Staff Project Engineer	\$ 115.60	\$ 173.39	\$ 231.19	10/01/2018	06/30/2019	\$ 37.00		Not Applicable
	\$ 119.06	\$ 178.60	\$ 238.13	07/01/2019	06/30/2020	\$ 38.11	3.0%	
	\$ 122.63	\$ 183.94	\$ 245.25	07/01/2020	06/30/2021	\$ 39.25	3.0%	
(non-exempt)	\$ 126.31	\$ 189.47	\$ 252.62	07/01/2021	06/30/2022	\$ 40.43	3.0%	
(non-prevailing wage)	\$ 130.09	\$ 195.14	\$ 260.19	07/01/2022	06/30/2023	\$ 41.64	3.0%	
**Baumbach, Staff Materials Tester - Group 2 (PW)	\$ 140.68	\$ 211.03	\$ 281.37	10/01/2018	09/30/2019	\$ 45.03		Published Prevailing Wage
	\$ 150.68	\$ 226.02	\$ 301.36	10/01/2019	06/30/2020	\$ 48.23		
	\$ 161.46	\$ 242.19	\$ 322.92	07/01/2020	06/30/2021	\$ 51.68		
(non-exempt)	\$ 166.30	\$ 249.45	\$ 332.60	07/01/2021	06/30/2022	\$ 53.23	3.0%	
(prevailing wage)	\$ 171.30	\$ 256.95	\$ 342.60	07/01/2022	06/30/2023	\$ 54.83	3.0%	
**Dail, Staff Materials Tester - Group 3 (PW)	\$ 121.50	\$ 182.25	\$ 243.00	10/01/2018	09/30/2019	\$ 38.89		Published Prevailing Wage
	\$ 130.87	\$ 196.31	\$ 261.75	10/01/2019	06/30/2020	\$ 41.89		
	\$ 138.93	\$ 208.40	\$ 277.87	07/01/2020	06/30/2021	\$ 44.47		
(non-exempt)	\$ 143.09	\$ 214.63	\$ 286.18	07/01/2021	06/30/2022	\$ 45.80	3.0%	
(prevailing wage)	\$ 147.37	\$ 221.05	\$ 294.74	07/01/2022	06/30/2023	\$ 47.17	3.0%	

1 ES:

Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.

The cost proposal format shall not be amended.

Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.

For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

CITY OF RANCHO CORDOVA | CONSTRUCTION MANAGEMENT SERVICES: CONSTRUCTION PHASE of the ZINFANDEL COMPLEX PROJECT

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant Geocon Consultants, Inc. Project No. _____ Contract No. _____ Date 09/20/2018

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ³			Effective date of hourly rate		Actual or Avg. hourly rate ⁴	% or \$ increase	Hourly range - for classifications only
**Englund, Staff Materials Tester - Group 4 (PW) (non-exempt) (prevailing wage)	\$ 105.16	\$ 157.74	\$ 210.32	10/01/2018	09/30/2019	\$ 33.66		Published Prevailing Wage
	\$ 114.53	\$ 171.80	\$ 229.07	10/01/2019	06/30/2020	\$ 36.66		
	\$ 120.28	\$ 180.42	\$ 240.56	07/01/2020	06/30/2021	\$ 38.50		
	\$ 123.91	\$ 185.86	\$ 247.81	07/01/2021	06/30/2022	\$ 39.66	3.0%	
	\$ 127.62	\$ 191.44	\$ 255.25	07/01/2022	06/30/2023	\$ 40.85	3.0%	
Boeschen, Staff Word Processing (non-exempt) (non-prevailing wage)	\$ 82.79	\$ 124.19	\$ 165.58	10/01/2018	06/30/2019	\$ 26.50		\$15 - \$30
	\$ 85.29	\$ 127.94	\$ 170.58	07/01/2019	06/30/2020	\$ 27.30	3.0%	
	\$ 87.85	\$ 131.78	\$ 175.71	07/01/2020	06/30/2021	\$ 28.12	3.0%	
	\$ 90.48	\$ 135.72	\$ 180.95	07/01/2021	06/30/2022	\$ 28.96	3.0%	
	\$ 93.20	\$ 139.79	\$ 186.39	07/01/2022	06/30/2023	\$ 29.83	3.0%	

NOTES:

- Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended.
- Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.
- For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

CITY OF RANCHO CORDOVA | CONSTRUCTION MANAGEMENT SERVICES: CONSTRUCTION PHASE of the ZINFANDEL COMPLEX PROJECT

EXHIBIT 10-H2 COST PROPOSAL | SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant Geocon Consultants, Inc.

☐ Prime Consultant

☒ Subconsultant

Project No. _____

Contract No. _____

Date 09/21/2018

SCHEDULE OF OTHER DIRECT COST ITEMS				
Description of Item	Quantity	Unit	Unit Cost	Total
Mileage		each	\$ 0.75	\$ -
Equipment				\$ -
1. Pick-up Truck		day	\$ 125.00	\$ -
2. Equipment Truck		day	\$ 200.00	\$ -
3. Soil Sample Tubes (Brass/Stainless)		each	\$ 10.00	\$ -
4. Coring Machine (concrete, asphalt, masonry)	8	day	\$ 175.00	\$ 1,400.00
5. Generator	8	day	\$ 175.00	\$ 1,400.00
Laboratory/Field Materials Testing				\$ -
Compaction Curves				\$ -
1. 4-inch mold (D1557/D698)		each	\$ 175.00	\$ -
2. 6-inch mold (D1557/D698)		each	\$ 190.00	\$ -
3. California Impact (CAL216)	24	each	\$ 200.00	\$ 4,800.00
4. Check Point		each	\$ 85.00	\$ -
Soil and Aggregate Stability				\$ -
1. Resistance Value, R-Value (D2844/CAL301)	4	each	\$ 275.00	\$ 1,100.00
2. R-Value, Treated (CAL301)		each	\$ 300.00	\$ -
3. California Bearing Ratio (D1883)		point	\$ 175.00	\$ -
4. Stabilization Ability of Lime (C977)		each	\$ 180.00	\$ -
Soil and Aggregate Properties				\$ -
1. #200 Wash (D1140/C117)		each	\$ 60.00	\$ -
2. Wet Sieve analysis to #200 (D422/CAL202)	12	each	\$ 100.00	\$ 1,200.00
3. Hydrometer Analysis (D422)		each	\$ 150.00	\$ -
4. Sieve Analysis w/Hydrometer (D422)		each	\$ 180.00	\$ -
5. Specific Gravity, Soil (D854)		each	\$ 70.00	\$ -
6. Specific Gravity Coarse Aggregate (C127)		each	\$ 50.00	\$ -
7. Specific Gravity Fine Aggregate (C128)		each	\$ 68.00	\$ -
8. Cut/Extract Shelby Tube		each	\$ 50.00	\$ -
9. Moisture Determination, tube sample (D2216)		each	\$ 20.00	\$ -
10. Moisture Determination and Unit Weight (D2937)		each	\$ 40.00	\$ -
11. Atterberg Limits: Plasticity Index (D4318)		each	\$ 175.00	\$ -
12. Sand Equivalent (D2419/CAL217)	12	each	\$ 90.00	\$ 1,080.00
13. pH and Resistivity (CAL643)		each	\$ 120.00	\$ -
14. Sulfate Content (CAL417)		each	\$ 90.00	\$ -
15. Chloride Content (CAL422)		each	\$ 50.00	\$ -

16. Organic Content (D2974)		each	\$ 50.00	\$ -
Shear Strength				\$ -
1. Unconfined Compression (D2166)		each	\$ 100.00	\$ -
2. Direct Shear (D3080)(3pt)		each	\$ 300.00	\$ -
3. Unconsolidated-Undrained Triaxial Shear (D2850)		point	\$ 125.00	\$ -
4. Unconsolidated-Undrained Triaxial Staged (D2850)		each	\$ 175.00	\$ -
5. Consolidated-Undrained Triaxial Shear (D4767)		point	\$ 300.00	\$ -
6. Consolidated-Undrained Triaxial Staged (D4767)		each	\$ 375.00	\$ -
7. Consolidated-Drained Triaxial Shear (EM1110)		point	\$ 400.00	\$ -
8. Consolidated-Drained Triaxial Staged (EM1110)		each	\$ 500.00	\$ -
Permeability, Consolidation and Expansion				\$ -
1. Permeability, Flexible Wall (D5084)		each	\$ 265.00	\$ -
2. Permeability, Rigid Wall (D5856)		each	\$ 255.00	\$ -
3. Consolidation (D2435)		point	\$ 50.00	\$ -
4. Expansion Index (D4829/UBC29-2)		each	\$ 175.00	\$ -
Aggregate Quality				\$ -
1. Sieve Analysis to #200 (C136)		each	\$ 100.00	\$ -
2. L.A. Rattler Test (500 rev.)(C131)		each	\$ 185.00	\$ -
3. Durability Index (D3744/CAL229)	1	each	\$ 165.00	\$ 165.00
4. Fine Aggregate Angularity (CAL234)		each	\$ 125.00	\$ -
5. Flat and Elongated Particles (D4791/CAL235)	4	each	\$ 150.00	\$ 600.00
6. Percent Crushed Particles (CAL205)		each	\$ 150.00	\$ -
7. Cleanness Value	3	each	\$ 200.00	\$ 600.00
8. Organic Impurities	3	each	\$ 75.00	\$ 225.00
Hot Mix Asphalt				\$ -
1. Density, Hveem (D2726/CAL308)		point	\$ 100.00	\$ -
2. Stabilometer Value (D1560/CAL366)		each	\$ 175.00	\$ -
3. Theoretical Max. Specific Gravity (D2041/CAL309)	8	each	\$ 175.00	\$ 1,400.00
4. Extraction/Sieve Analysis (C136/CAL202)		each	\$ 150.00	\$ -
5. HMA Core Unit Weight (D1188/CAL308)		each	\$ 60.00	\$ -
6. % Asphalt, Ignition Method (D6307/CAL382)	9	each	\$ 100.00	\$ 900.00
7. % Asphalt, Ignition Calibration (D6307/CAL382)	1	each	\$ 200.00	\$ 200.00
8. % Voids (CAL367)		each	\$ 275.00	\$ -
10. HMA Moisture Content (T329)	8	each	\$ 40.00	\$ 320.00
11. Air Voids Content (T269)	1	each	\$ 320.00	\$ 320.00
12. Density of Core (CAL375)	6	each	\$ 60.00	\$ 360.00
13. Hamburg Wheel Track (T324)	1	each	\$ 1,035.00	\$ 1,035.00
14. Moisture susceptibility (T283)	1	each	\$ 300.00	\$ 300.00
15. Gradation (T27)	6	each	\$ 100.00	\$ 600.00
16. Moisture Content (T255)	4	each	\$ 20.00	\$ 80.00
17. Crushed Particles (T335)	4	each	\$ 150.00	\$ 600.00
18. LA Abrasion (T96)	7	each	\$ 185.00	\$ 1,295.00
19. Fine Aggregate Angularity (T304)	2	each	\$ 125.00	\$ 250.00
Concrete/Masonry/Reinforcing Steel				\$ -
1. Compressive Strength, Cast Cylinders (C39)	80	each	\$ 25.00	\$ 2,000.00

ATTACHMENT 2

2. Compressive Strength, Cores (C42)		each	\$ 40.00	\$ -
3. Flexural Strength Beam (C78/C293)	27	each	\$ 80.00	\$ 2,160.00
4. Splitting Tensile Test (C496)		each	\$ 69.00	\$ -
5. Mix Design Review		each	\$ 200.00	\$ -
6. Trial Batch		each	\$ 475.00	\$ -
7. Rebar Tensile/Bend (up to #11)		each	\$ 175.00	\$ -
8. Rebar Tensile/Bend (#11 and larger)		each	\$ 200.00	\$ -
9. CMU Compressive Strength (C140)		each	\$ 60.00	\$ -
10. Compressive Strength, Grout (C1019/UBC21-19)		each	\$ 25.00	\$ -
11. Compressive Strength, Mortar (C109/UBC21-15,16)		each	\$ 25.00	\$ -
12. CMU Unit Weight, Dimension, Absorption (C140)		each	\$ 60.00	\$ -
13. Compressive Strength, Masonry Prism (C1314)		each	\$ 115.00	

Total ODC: \$ 20,230.00

IMPORTANT NOTES:

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

EXHIBIT 10-H2 COST PROPOSAL | CITY OF RANCHO CORDOVA | CM SERVICES FOR THE ZINFANDEL COMPLEX PROJECT

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

7. Generally Accepted Accounting Principles (GAAP)
8. Terms and conditions of the contract
9. [Title 23 United States Code Section 112](#) - Letting of Contracts
10. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
11. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
12. [48 Code of Federal Regulations Part 9904](#) - Cost Accounting Standards Board (when applicable)

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

Prime Consultant or Subconsultant Certifying:

Name:	Jeremy Zorne, PE, GE	Title *:	Vice President
Signature:		Date of Certification (mm/dd/yyyy):	9/21/2018
Email:	zorne@geoconinc.com	Phone Number:	916.852.9118
Address:	3160 Gold Valley Drive, Suite 800, Rancho Cordova, CA 95742		

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

List services the consultant is providing under the proposed contract:

Materials testing and special inspection

Form W-9 (Rev. December 2011) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification	Give Form to the requester. Do not send to the IRS.																						
Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)																							
	Business name/disregarded entity name, if different from above																							
	Check appropriate box for federal tax classification: ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ ☐ Other (see instructions) ▶ _____																							
	☐ Exempt payee																							
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)																						
City, state, and ZIP code																								
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 the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3. Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.																								
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Employer identification number																								
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). Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.																								
Sign Here	Signature of U.S. person ▶	Date ▶																						
General Instructions Section references are to the Internal Revenue Code unless otherwise noted. Purpose of Form A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to: 1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued), 2. Certify that you are not subject to backup withholding, or 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.																								
Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9. Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are: • An individual who is a U.S. citizen or U.S. resident alien, • A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, • An estate (other than a foreign estate), or • A domestic trust (as defined in Regulations section 301.7701-7). Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.																								

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7 ²

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ³
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

YEAR

CALIFORNIA FORM

2013 Withholding Exemption Certificate**590**

This form can only be used to certify exemption from nonresident withholding under California Revenue and Taxation Code (R&TC) Section 18662. Do not use this form for exemption from wage withholding.

File this form with your withholding agent. (Please type or print)

Withholding agent's name _____

Payee's name _____

Payee's ☐ SSN or ITIN ☐ FEIN
☐ CA corp. no. ☐ CA SOS file no.

Address (number and street, PO Box, or PMB no.) _____

Apt. no./ Ste. no. _____

City _____

State _____ ZIP Code _____

Read the following carefully and check the box that applies to the payee.

I certify that for the reasons checked below, the payee named on this form is exempt from the California income tax withholding requirement 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, Who is a Resident, for the definition of a resident.

☐ **Corporations:**

The above-named 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 and withhold on payments of California source income to nonresidents when required. 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 F, What is a Permanent Place of Business, for the definition of permanent place of business.

☐ **Partnerships or limited liability companies (LLC):**

The above-named 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 and will withhold on foreign and domestic nonresident partners or members when required. 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 above-named 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). The tax-exempt entity will withhold on payments of California source income to nonresidents when required. 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 above-named 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 and will withhold on foreign and domestic nonresident beneficiaries when required. If the trustee 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. The decedent was a California resident at the time of death. The estate will file a California fiduciary tax return and will withhold on foreign and domestic nonresident beneficiaries when required.

☐ **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: Please complete and sign below.

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

Payee's name and title (type or print) _____ Daytime telephone no. _____

Payee's signature ► _____ Date _____

For Privacy Notice, get form FTB 1131.

7061133

Form 590 c2 2012

Instructions for Form 590

Withholding Exemption Certificate

References in these instructions are to the California Revenue and Taxation Code (R&TC).

General Information

For purposes of California income tax, references to a spouse, husband, or wife also refer to a Registered Domestic Partner (RDP) unless otherwise specified. For more information on RDPs, get FTB Pub. 737, Tax Information for Registered Domestic Partners.

Private Mail Box (PMB) – Include the PMB in the address field. Write “PMB” first, then the box number. Example: 111 Main Street PMB 123.

Foreign Address – Enter the information in the following order: City, Country, Province/Region, and Postal Code. Follow the country's practice for entering the postal code. **Do not** abbreviate the country's name.

A Purpose

Use Form 590, Withholding Exemption Certificate, to certify an exemption from nonresident withholding. California residents or entities should complete and present Form 590 to the withholding agent. The withholding agent is then relieved of the withholding requirements if the agent relies in good faith on a completed and signed Form 590 unless told by the Franchise Tax Board (FTB) that the form should not be relied upon.

Important – This form cannot be used for exemption from wage and real estate withholding.

- If you are an employee, any wage withholding questions should be directed to the FTB General Information number, 800.852.5711. Employers should call 888.745.3886 or go to edd.ca.gov.
- Sellers of California real estate use Form 593-C, Real Estate Withholding Certificate, to claim an exemption from real estate withholding.

B Requirement

R&TC Section 18662 requires withholding of income or franchise tax on payments of California source income made to nonresidents of California.

Withholding is required on the following, but is not limited to:

- Payments to nonresidents for services rendered in California.
- Distributions of California source income made to domestic nonresident S corporation shareholders, partners and members and allocations of California source income made to foreign partners and members.
- Payments to nonresidents for rents if the payments are made in the course of the withholding agent's business.
- Payments to nonresidents for royalties with activities in California.

- Distributions of California source income to nonresident beneficiaries from an estate or trust.
- Prizes and winnings received by nonresidents for contests in California.

However, withholding is optional if the total payments of California source income are \$1,500 or less during the calendar year.

For more information on withholding get FTB Pub. 1017, Resident and Nonresident Withholding Guidelines. To get a withholding publication see General Information H, Publications, Forms, and Additional Information.

Backup Withholding – Beginning on or after January 1, 2010, with certain limited exceptions, payers that are required to withhold and remit backup withholding to the Internal Revenue Service (IRS) are also required to withhold and remit to the FTB. The California backup withholding rate is 7% of the payment. For California purposes, dividends, interests, and any financial institutions release of loan funds made in the normal course of business are exempt from backup withholding. For additional information on California backup withholding, go to ftb.ca.gov and search for **backup withholding**.

If a payee has backup withholding, the payee must contact the FTB to provide a valid Taxpayer Identification Number (TIN) before filing a tax return. The following are acceptable TINs: social security number (SSN); individual taxpayer identification number (ITIN); federal employer identification number (FEIN); California corporation number (CA Corp No.); or California Secretary of State (SOS) file number. Failure to provide a valid TIN will result in the denial of the backup withholding credit. For more information go to ftb.ca.gov and search for **backup withholding**.

Who is Excluded from Withholding – The following are excluded from withholding and completing this form:

- The United States and any of its agencies or instrumentalities
- A state, a possession of the United States, the District of Columbia, or any of its political subdivisions or instrumentalities
- A foreign government or any of its political subdivisions, agencies, or instrumentalities

C Who Certifies this Form

Form 590 is certified by the payee. An incomplete certificate is invalid and the withholding agent should not accept it. If the withholding agent receives an incomplete certificate, the withholding agent is required to withhold tax on payments made to the payee until a valid certificate is received. In lieu of a completed certificate on the preprinted form, the

withholding agent may accept as a substitute certificate a letter from the payee explaining why the payee is not subject to withholding. The letter must contain all the information required on the certificate in similar language, including the under penalty of perjury statement and the payee's taxpayer identification number. The withholding agent must retain a copy of the certificate or substitute for at least four years after the last payment to which the certificate applies, and provide it upon request to the FTB.

For example, if an entertainer (or the entertainer's business entity) is paid for a performance, the entertainer's information must be provided. **Do not** submit the entertainer's agent or promoter information.

The grantor of a grantor trust shall be treated as the payee for withholding purposes.

Therefore, if the payee is a grantor trust and one or more of the grantors is a nonresident, withholding is required. If all of the grantors on the trust are residents, no withholding is required. Resident grantors can check the box on Form 590 labeled “Individuals — Certification of Residency.”

D Who is a Resident

A California resident is any individual who is in California for other than a temporary or transitory purpose or any individual domiciled in California who is absent for a temporary or transitory purpose.

An individual domiciled in California who is absent from California for an uninterrupted period of at least 546 consecutive days under an employment-related contract is considered outside California for other than a temporary or transitory purpose.

An individual is still considered outside California for other than a temporary or transitory purpose if return visits to California do not total more than 45 days during any taxable year covered by an employment contract.

This provision does not apply if an individual has income from stocks, bonds, notes, or other intangible personal property in excess of \$200,000 in any taxable year in which the employment-related contract is in effect.

A spouse/RDP absent from California for an uninterrupted period of at least 546 days to accompany a spouse/RDP under an employment-related contract is considered outside of California for other than a temporary or transitory purpose.

Generally, an individual who comes to California for a purpose which will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.

For assistance in determining resident status, get FTB Pub. 1031, Guidelines for Determining Resident Status, and FTB Pub. 1032, Tax Information for Military Personnel, or call the FTB at 800.852.5711 or 916.845.6500.

E Military Spouse Residency Relief Act (MSRRA)

Generally, for tax purposes you are considered to maintain your existing residence or domicile. If a military servicemember and nonmilitary spouse have the same state of domicile, the MSRRA provides:

- A spouse shall not be deemed to have lost a residence or domicile in any state solely by reason of being absent to be with the servicemember serving in compliance with military orders.
- A spouse shall not be deemed to have acquired a residence or domicile in any other state solely by reason of being there to be with the servicemember serving in compliance with military orders.

Domicile is defined as the one place:

- Where you maintain a true, fixed, and permanent home
- To which you intend to return whenever you are absent

A military servicemember's nonmilitary spouse is considered a nonresident for tax purposes if the servicemember and spouse have the same domicile outside of California and the spouse is in California solely to be with the servicemember who is serving in compliance with Permanent Change of Station orders. Note: California may require nonmilitary spouses of military servicemembers to provide proof that they meet the criteria for California personal income tax exemption as set forth in the MSRRA.

Income of a military servicemember's nonmilitary spouse for services performed in California is not California source income subject to state tax if the spouse is in California to be with the servicemember serving in compliance with military orders, and the servicemember and spouse have the same domicile in a state other than California.

For additional information or assistance in determining whether the applicant meets the MSRRA requirements, get FTB Pub. 1032.

F What is a Permanent Place of Business

A corporation has a permanent place of business in California if it is organized and existing under the laws of California or if it is a foreign corporation qualified to transact intrastate business by the California SOS. A corporation that has not qualified to transact intrastate business (e.g., a corporation engaged exclusively in interstate commerce) will be considered as having a permanent place of business in California only if it maintains a permanent office in California that is permanently staffed by its employees.

G Withholding Agent

Keep Form 590 for your records. **Do not** send this form to the FTB unless it has been specifically requested.

For more information, contact Withholding Services and Compliance, see General Information H.

The payee must notify the withholding agent if any of the following situations occur:

- The individual payee becomes a nonresident.
- The corporation ceases to have a permanent place of business in California or ceases to be qualified to do business in California.
- The partnership ceases to have a permanent place of business in California.
- The LLC ceases to have a permanent place of business in California.
- The tax-exempt entity loses its tax-exempt status.

The withholding agent must then withhold and report the withholding using Form 592, Resident and Nonresident Withholding Statement, and remit the withholding using Form 592-V, Payment Voucher for Resident and Nonresident Withholding. Form 592-B, Resident and Nonresident Withholding Tax Statement, is retained by the withholding agent and a copy is given to the payee.

H Additional Information

To get additional nonresident withholding information, contact the Withholding Services and Compliance.

WITHHOLDING SERVICES AND
COMPLIANCE MS F182
FRANCHISE TAX BOARD
PO BOX 942867
SACRAMENTO CA 94267-0651

Telephone: **888** 792.4900
916.845.4900

Fax: 916.845.9512

You can download, view, and print California tax forms and publications at ftb.ca.gov.

OR to get forms by mail write to:

TAX FORMS REQUEST UNIT MS F284
FRANCHISE TAX BOARD
PO BOX 307
RANCHO CORDOVA CA 95741-0307

For all other questions unrelated to withholding or to access the TTY/TDD numbers, see the information below.

Internet and Telephone Assistance

Website: ftb.ca.gov

Telephone: 800.852.5711 from within the
United States
916.845.6500 from outside the
United States

TTY/TDD: 800.822.6268 for persons with
hearing or speech impairments

Asistencia Por Internet y Teléfono

Sitio web: ftb.ca.gov

Teléfono: 800.852.5711 dentro de los
Estados Unidos
916.845.6500 fuera de los Estados
Unidos

TTY/TDD: 800.822.6268 personas con
discapacidades auditivas
y del habla

MEMORANDUM



DATE: December 3, 2018

TO: Honorable Mayor and Council Members

FROM: Albert Stricker, Public Works Director

SUBJECT: **A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE ON-CALL CONTRACT NO. 179-2018 WITH PSOMAS IN AN AMOUNT NOT TO EXCEED \$200,000 FOR CONSTRUCTION MANAGEMENT SERVICES FOR LOCALLY FUNDED PROJECTS**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of this Resolution would authorize the City Manager to execute on-call Contract No. 179-2018 with Psomas for a three-year term in an amount not to exceed \$200,000 for construction management services for locally funded Public Works projects.

BACKGROUND

In order to provide flexibility to adapt to a variable development and construction market, the Public Works Department employs the assistance of qualified consultants for construction management, inspection and plan review services. The on-call contracts allow the City to draw upon greater resources, thus increasing the ability to handle workload peaks and maintain efficient response times. Psomas was selected for these services based on a competitive proposal process completed in August 2018.

Adoption of this Resolution would authorize the City to enter into a contract with Psomas for an on-call contract that allows for the flexibility to provide construction management services for projects to be determined, including Community Enhancement Fund projects, development inspection, and other City construction projects. The contract amount was determined based on expected projects and rates of construction.

FISCAL IMPACT

Construction management of capital improvement projects is paid through various funding sources appropriated for the projects. Construction management and inspection of private development projects are fully recoverable through direct billing to developers when applicable.

ATTACHMENTS

1. Resolution
2. Contract No. 179-2018

ATTACHMENT 1**CITY OF RANCHO CORDOVA****RESOLUTION NO. XXX-2018**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA,
STATE OF CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE ON-CALL
CONTRACT NO. 179-2018 IN AN AMOUNT NOT TO EXCEED \$200,000 WITH PSOMAS INC.
FOR CONSTRUCTION MANAGEMENT SERVICES FOR LOCALLY FUNDED PROJECTS**

WHEREAS, the City of Rancho Cordova desires to enter into Contract No. 179-2018 with Psomas in an amount not to exceed \$200,000 for on-call construction management services; and

WHEREAS, the Public Works Department employs the assistance of qualified consultants for construction management, inspection and plan review services in order to provide flexibility to adapt to variable development and construction demands; and

WHEREAS, the contract will be paid through various funding sources earmarked for the projects; and

WHEREAS, on-call construction management contracts allow the City to draw upon greater resources, thus increasing the ability to handle workload peaks and maintain efficient response times.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does authorize the City Manager to execute Contract No. 179-2018 with Psomas in an amount not to exceed \$200,000 and in a form approved by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 3rd day of December 2018 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Linda Budge, Mayor

ATTEST:

Stacy Leitner, City Clerk

PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF RANCHO CORDOVA AND
PSOMAS

THIS AGREEMENT for professional services is made by and between the City of Rancho Cordova, a California municipal corporation ("City" or "Local Agency"), and Psomas, Inc., a California Corporation, ("Professional" or "Consultant") as of December 3, 2018.

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Professional shall provide to City the services described in the Scope of Work attached as Exhibit A at the time and place and in the manner specified therein. In the event of a conflict or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

- 1.1 **Term of Services.** The term of this Agreement shall begin on the date first noted above and shall end on December 31, 2021, the date of completion specified in Exhibit A. Professional shall complete the work described in Exhibit A prior to that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Professional to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as provided for in Section 8.
- 1.2 **Standard of Performance.** Professional 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 which Professional is engaged in the geographical area in which Professional practices its profession. Professional shall prepare all work products required by this Agreement in a substantial, first-class manner and shall conform to the standards of quality normally observed by a person practicing in Professional's profession.
- 1.3 **Assignment of Personnel.** Professional 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 reassignment of any such persons, Professional shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.
- 1.4 **Time.** Professional shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.2 above and to satisfy Professional's obligations hereunder.

Section 2. COMPENSATION. City hereby agrees to pay Professional a sum not to exceed Two Hundred Thousand Dollars (\$ 200,000.00), notwithstanding any contrary indications that may be contained in Professional's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Professional's proposal, attached as Exhibit B, regarding the amount of compensation, the Agreement shall prevail. City shall pay Professional for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Professional for services rendered

pursuant to this Agreement. Professional shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City, Professional shall not bill City for duplicate services performed by more than one person.

Professional and City acknowledge and agree that compensation paid by City to Professional under this Agreement is based upon Professional's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Professional. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Professional and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

- 2.1 **Invoices.** Professional shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:
- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
 - The beginning and ending dates of the billing period;
 - A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
 - At City's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;
 - The total number of hours of work performed under the Agreement by Professional and each employee, agent, and subcontractor of Professional performing services hereunder, as well as a separate notice when the total number of hours of work by Professional and any individual employee, agent, or subcontractor of Professional reaches or exceeds 800 hours, which shall include an estimate of the time necessary to complete the work described in Exhibit A;
 - The Professional's signature.
- 2.2 **Monthly Payment.** City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Professional.
- 2.3 **Final Payment.** City shall pay the last 10% of the total sum due pursuant to this Agreement within sixty (60) days after completion of the services and submittal to City of a final invoice, if all services required have been satisfactorily performed.
- 2.4 **Total Payment.** City shall pay for the services to be rendered by Professional pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever

incurred by Professional in rendering services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement.

In no event shall Professional submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment.

- 2.5 **Hourly Fees.** Fees for work performed by Professional on an hourly basis shall not exceed the amounts shown on the fee schedule set forth in Exhibit B.
- 2.6 **Reimbursable Expenses.** Reimbursable expenses, if any, are set forth in Exhibit B. Expenses not listed in Exhibit B are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.
- 2.7 **Payment of Taxes.** Professional is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.
- 2.8 **Payment upon Termination.** In the event that the City or Professional terminates this Agreement pursuant to Section 8, the City shall compensate the Professional for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Professional shall maintain adequate logs and timesheets in order to verify costs incurred to that date.
- 2.9 **Authorization to Perform Services.** The Professional is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

Section 3. FACILITIES AND EQUIPMENT. Except as set forth herein, Professional shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. City shall make available to Professional only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

City shall furnish physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Professional's use while consulting with City employees and reviewing records and the information in possession of the City. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of City. In no event shall City be obligated to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

Section 4. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, Professional, at its own cost and expense, shall procure "occurrence coverage" insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of

the work hereunder by the Professional and its agents, representatives, employees, and subcontractors. Professional shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects to the City. Professional shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Professional's bid. Professional shall not allow any subcontractor to commence work on any subcontract until Professional has obtained all insurance required herein for the subcontractor(s) and provided evidence thereof to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution. Professional shall maintain all required insurance listed herein for the duration of this Agreement.

- 4.1 **Workers' Compensation.** Professional shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Professional. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) per accident. In the alternative, Professional may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the Labor Code shall be solely in the discretion of the Contract Administrator. The insurer, if insurance is provided, or the Professional, if a program of self-insurance is provided, shall waive all rights of subrogation against the City and its officers, officials, employees, and volunteers for loss arising from work performed under this Agreement.

An endorsement shall state that coverage shall not be canceled except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City. Professional shall notify City within fourteen (14) days of notification from Professional's insurer if such coverage is suspended, voided or reduced in coverage or in limits.

The requirement to maintain Statutory Worker's Compensation and Employer's Liability Insurance insurance may be waived by the City upon written verification that Professional does not have any employees.

- 4.2 **Commercial General and Automobile Liability Insurance.**

- 4.2.1 **General requirements.** Professional, at its own cost and expense, shall maintain commercial general liability insurance for the term of this Agreement in an amount not less than TWO MILLION DOLLARS (\$2,000,000.00) and automobile liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00). The commercial general liability and automobile liability insurance shall be per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a commercial general liability insurance or an automobile liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to

the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

4.2.2 **Minimum scope of coverage.** Commercial general liability coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an "occurrence" basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (most recent edition), Code 1 (any auto). No endorsement shall be attached limiting the coverage.

4.2.3 **Additional requirements.** Each of the following shall be included in the insurance coverage or added as an endorsement to the policy:

- a. City and its officers, employees, agents, and volunteers shall be covered as additional insureds with respect to each of the following: liability arising out of activities performed by or on behalf of Professional, including the insured's general supervision of Professional; products and completed operations of Professional; premises owned, occupied, or used by Professional; and automobiles owned, leased, or used by the Professional. The coverage shall contain no special limitations on the scope of protection afforded to City or its officers, employees, agents, or volunteers.
- b. The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
- c. An endorsement must state that coverage is primary insurance with respect to the City and its officers, officials, employees and volunteers, and that no insurance or self-insurance maintained by the City shall be called upon to contribute to a loss under the coverage.
- d. Any failure of Professional to comply with reporting provisions of the policy shall not affect coverage provided to City and its officers, employees, agents, and volunteers.
- e. An endorsement shall state that coverage shall not be canceled except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City. Professional shall notify City within

fourteen (14) days of notification from Professional's insurer if such coverage is suspended, voided or reduced in coverage or in limits.

- 4.3 **Professional Liability Insurance.** Professional, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than TWO MILLION DOLLARS (\$2,000,000) covering the licensed professionals' errors and omissions.
- 4.3.1 Any deductible or self-insured retention shall not exceed \$150,000 per claim.
- 4.3.2 An endorsement shall state that coverage shall not be suspended, voided, canceled by either party, or 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.
- 4.3.3 The following provisions shall apply if the professional liability coverages are written on a claims-made form:
- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
 - b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
 - c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Professional must provide extended reporting coverage for a minimum of five (5) years after completion of the Agreement or the work. The City shall have the right to exercise, at the Professional's sole cost and expense, any extended reporting provisions of the policy, if the Professional cancels or does not renew the coverage.
 - d. A copy of the claim reporting requirements must be submitted to the City prior to the commencement of any work under this Agreement.
- 4.4 **All Policies Requirements.**
- 4.4.1 **Acceptability of insurers.** All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.
- 4.4.2 **Verification of coverage.** Prior to beginning any work under this Agreement, Professional shall furnish City with certificates of insurance and with original

endorsements effecting coverage required herein. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

4.4.3 **Subcontractors.** Professional shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

4.4.4 **Deductibles and Self-Insured Retentions.** Professional shall disclose to and obtain the approval of City for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement.

During the period covered by this Agreement, only upon the prior express written authorization of Contract Administrator, Professional may increase such deductibles or self-insured retentions with respect to City, its officers, employees, agents, and volunteers. The Contract Administrator may condition approval of an increase in deductible or self-insured retention levels with a requirement that Professional procure a bond, guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

4.4.5 **Waiver of Subrogation.** Professional hereby agrees to waive subrogation which any insurer or contractor may require from vendor by virtue of the payment of any loss. Consultant agrees to obtain any endorsements that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the entity for all work performed by the Professional, its employees, agents, and subcontractors.

4.4.6 **Notice of Reduction in Coverage.** In the event that any coverage required by this section is reduced, limited, or materially affected in any other manner, Professional shall provide written notice to City at Professional's earliest possible opportunity and in no case later than five (5) days after Professional is notified of the change in coverage.

4.5 **Remedies.** In addition to any other remedies City may have if Professional fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Professional's breach:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;

- Order Professional to stop work under this Agreement or withhold any payment that becomes due to Professional hereunder, or both stop work and withhold any payment, until Professional demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement.

Section 5. INDEMNIFICATION AND PROFESSIONAL'S RESPONSIBILITIES.

- 5.1 **General Requirement.** Professional shall indemnify, defend with counsel selected by the City, and hold harmless the City and its officials, officers, employees, agents, and volunteers from and against any and all losses, liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct or negligent acts or omissions of Professional or its employees, subcontractors, or agents, by acts for which they could be held strictly liable, or by the quality or character of their work. The foregoing obligation of Professional shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises wholly from the negligence or willful misconduct of the City or its officers, employees, agents, or volunteers and (2) the actions of Professional or its employees, subcontractor, or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law. It is understood that the duty of Professional to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Professional from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Professional acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.
- 5.2 **PERS Indemnification.** In the event that Professional or any employee, agent, or subcontractor of Professional providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, Professional shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Professional or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.
- 5.3 **Design Professionals.** Notwithstanding Sections 5.1 and 5.2, to the extent that the services under this Agreement include design professional services subject to California Civil Code Section 2782.8, as may be amended from time to time,

Professional's duty to indemnify shall only be to the maximum extent permitted by California Civil Code Section 2782.8.

Section 6. **STATUS OF PROFESSIONAL.**

- 6.1 **Independent Contractor.** At all times during the term of this Agreement, Professional shall be an independent contractor as defined in Labor Code Section 3353, and shall not be an employee of City. Nothing contained in this Agreement shall be construed to be inconsistent with the foregoing relationship or status. City shall have the right to control Professional only insofar as the results of Professional's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise City shall not have the right to control the means by which Professional accomplishes services rendered pursuant to this Agreement. Professional shall have no power or authority by this Agreement to bind the City in any respect. All employees and agents hired or retained by Professional are employees and agents of Professional and not of the City. The City shall not be obligated in any way to pay any wage claims or other claims made against Professional by any such employees or agents, or any other person resulting from performance of this Agreement.

Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Professional and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits. Professional shall not allow any employee to become eligible for a claim for PERS benefits.

- 6.2 **Professional Not an Agent.** Except as City may specify in writing, Professional shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Professional shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

Section 7. **LEGAL REQUIREMENTS.**

- 7.1 **Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 **Compliance with Applicable Laws.** Professional and any subcontractors shall comply with all laws and regulations applicable to the performance of the work hereunder, including but not limited to, the California Building Code, the Americans with Disabilities Act, and any copyright, patent or trademark law. Professional's failure to comply with any law(s) or regulation(s) applicable to the performance of the work hereunder shall constitute a breach of contract.

- 7.3 Other Governmental Regulations. To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Professional and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.
- 7.4 Licenses and Permits. Professional represents and warrants to City that Professional and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Professional represents and warrants to City that Professional and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Professional and any subcontractors shall obtain and maintain valid Business Licenses from City during the term of this Agreement.
- 7.5 Nondiscrimination and Equal Opportunity. Professional shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Professional under this Agreement. Professional shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Professional thereby.

Professional shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement.

Section 8. **TERMINATION AND MODIFICATION.**

- 8.1 Termination. City may cancel this Agreement at any time and without cause upon written notification to Professional.

Professional may cancel this Agreement upon thirty (30) calendar days' written notice to City and shall include in such notice the reasons for cancellation.

In the event of termination, Professional shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Professional delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Professional or prepared by or for Professional or the City in connection with this Agreement.

- 8.2 **Extension.** City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Professional understands and agrees that, if City grants such an extension, City shall have no obligation to provide Professional with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Professional for any otherwise reimbursable expenses incurred during the extension period.
- 8.3 **Amendments.** The parties may amend this Agreement only by a writing signed by all the parties.
- 8.4 **Assignment and Subcontracting.** City and Professional recognize and agree that this Agreement contemplates personal performance by Professional and is based upon a determination of Professional's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Professional. Professional may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Professional shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.
- 8.5 **Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Professional shall survive the termination of this Agreement.
- 8.6 **Options upon Breach by Professional.** If Professional materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, the following:
- 8.6.1 Immediately terminate the Agreement;
 - 8.6.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Professional pursuant to this Agreement;
 - 8.6.3 Retain a different Professional to complete the work described in Exhibit A not finished by Professional; or
 - 8.6.4 Charge Professional the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Professional pursuant to Section 2 if Professional had completed the work.

Section 9. KEEPING AND STATUS OF RECORDS.

- 9.1 Records Created as Part of Professional's Performance. All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Professional prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Professional hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Professional agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both parties.
- 9.2 Professional's Books and Records. Professional shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Professional pursuant to this Agreement.
- 9.3 Inspection and Audit of Records. Any records or documents that Section 9.2 of this Agreement requires Professional to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds TEN THOUSAND DOLLARS (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of three (3) years after final payment under the Agreement.

Section 10 MISCELLANEOUS PROVISIONS.

- 10.1 Attorneys' Fees. If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 10.2 Venue. In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Sacramento or in the United States District Court for the Eastern District of California.

- 10.3 **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 10.4 **No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.5 **Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.
- 10.6 **Use of Recycled Products.** Professional shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.
- 10.7 **Conflict of Interest.** Professional may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Professional in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Professional shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*

Professional hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the City. If Professional was an employee, agent, appointee, or official of the City in the previous twelve months, Professional warrants that it did not participate in any manner in the forming of this Agreement. Professional understands that, if this Agreement is made in violation of Government Code §1090 *et seq.*, the entire Agreement is void and Professional will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Professional will be required to reimburse the City for any sums paid to the Professional. Professional understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

- 10.8 **Solicitation.** Professional agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.
- 10.9 **Contract Administration.** This Agreement shall be administered by Ms. Rupa Somavarapu, P.E., ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

- 10.10 Notices. Any written notice to Professional shall be sent to:

Mr. Frank Martin, P.E., Vice President
Psomas.
1075 Creekside Ridge, Suite 200
Roseville, CA 95670

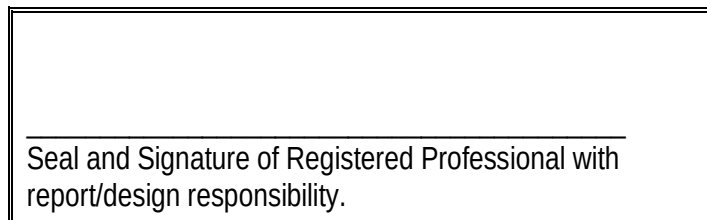
Email Address (for Insurance Update Requests)

fmartin@psomas.com

Any written notice to City shall be sent to:

Ms. Rupa Somavarapu, P.E.
City of Rancho Cordova Public Works Department
2729 Prospect Park Drive
Rancho Cordova, CA 95760

- 10.11 Professional Seal. Where applicable in the determination of the contract administrator or when required by law, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation. The stamp/seal shall be in a block entitled "Seal and Signature of Registered Professional with report/design responsibility," as in the following example.



- 10.12 Integration. This Agreement, including the scope of work attached hereto and incorporated herein as Exhibit A, and the compensation schedule attached hereto and incorporated herein as Exhibit B, represents the entire and integrated agreement between City and Professional and supersedes all prior negotiations, representations, or agreements, either written or oral.
- 10.13 IRS Form W-9. Professional shall complete and submit Internal Revenue Service Form W-9 to the City before execution of this Agreement. The City's Finance Director shall have authority to waive this requirement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first set forth above, which date shall be considered by the Parties to be the effective date of this Agreement.

CITY OF RANCHO CORDOVA

PROFESSIONAL

Cyrus Abhar, City Manager

Frank Martin, P.E., Vice President

Date: _____

Date: _____

Attest:

Stacy Leitner, City Clerk

Date: _____

Approved as to Form:

Adam Lindgren, City Attorney

Date: _____

EXHIBIT A

SCOPE OF SERVICES

1.0 SCOPE OF WORK

1.1 SCOPE

The Consultant shall only perform work that is assigned in an authorized Task Order. The executed on-call contract does not guarantee that a Task Order will be issued.

The Consultant shall provide Construction Managers (hereinafter referred to as “CM”), licensed as Professional Civil Engineer Registered in the State of California, for a wide range of services including but not limited to: administration, project inspection, quality assurance, materials testing, safety, claims mitigation, document control, labor compliance, construction management and constructability review. The CM shall qualify and act as the City’s Resident Engineer in accordance with state and federal requirements. The Consultant will not be responsible for the construction staking but will be required to confirm/verify correctness; construction staking will be performed by the design engineer or contractor under a separate contract. The construction manager services will encompass serving as the City's Representative to the Construction Contractor and the public with regard to activities at the construction site, interpretation of the requirements of the Construction Contract Documents, assessing the acceptability of the Contractor's work, and materials sampling and testing.

For all testing work on federal and state aided projects, the laboratory and testing personnel must be certified as required by the City of Rancho Cordova’s Quality Assurance Program (QAP) Manual. A copy of which is included as Attachment D to this RFQ. The Consultant must follow all pertinent State testing requirements as required in the QAP.

All inspection, materials testing, construction management, and related activities shall be completed in accordance with the latest edition of, but not limited to, the following documents:

- Regulatory Agency Permits
- City/County Standards
- Caltrans Standard Test Methods
- Caltrans Manual of Traffic Control for Construction & Maintenance Work Zones
- Caltrans Construction Manual & Bulletins
- Manual of Uniform Traffic Control Devices & California Supplement

- City of Rancho Cordova Construction Procedures Manual
- Caltrans LAPM and LAPG
- City of Rancho Cordova QAP

1.2 PROJECT TASKS

For each specific construction project the Consultant shall be issued a Task Order.

The Task Order shall detail the tasks required, schedule, and projected costs. The costs will be based on the specified rates of compensation in the Agreement. The City shall confer with the Consultant to establish the maximum fee, including expenses, for the specific project and to establish the completion date.

Specific services anticipated to be included are as follows:

- A. Constructability Review** - The purpose of constructability reviews during project development is to ensure that projects are biddable, buildable, cost-effective and maintainable. Constructability reviews involve the optimum use of construction knowledge and experience in the planning and development of a project.

One of the primary goals of constructability reviews is to foster a greater level of involvement by construction personnel during project planning and development. The Regional/Resident/Maintenance Engineers and staff are key providers of comments on constructability issues throughout the project development process.

Waiting to conduct constructability reviews in the late stages of design is not effective. By project end, significant resources have been expended in developing the design. Plan changes at this late stage are costly to implement, have a significant effect on the project schedule and may conflict with long established approved permits and commitments. It is imperative that knowledgeable construction people are involved early in planning and development.

Deliverables:

- One copy of the final Constructability Review

- B. Administration** – The projects may include Federal, State and local funds. The Consultant shall provide construction administration of the project to facilitate the ongoing construction efforts and maintain State and City regulations. At a minimum the Consultant shall:

- Comply with Cal-OSHA regulations regarding safety equipment and procedures, and safety instructions issued by the State.

- Provide labor compliance services including, but not limited, to monitoring contractor compliance with applicable labor laws.
- Ensure compliance with Contractor's DBE requirements.
- Provide administrative, management and related services as required to coordinate the work of the Contractor, to complete the project in accordance with contract documents, State regulations and in accordance with the City's objectives for cost, time and quality.
- Coordinate with the City, Caltrans and all other involved agencies to obtain and comply with all required permits.
- Prepare all ongoing documentation, testing and other administration associated with the project funding.
- Review the construction schedule, including activity sequences and durations, schedule of submittals and schedule of delivery for products with long lead-time. Work with the Contractor to maintain the project schedule to show current conditions and suggest revisions that may be required.
- Prepare a cost control program. Provide continuous monitoring of the approved estimate of construction cost, showing actual costs for activities in progress and estimates for incomplete tasks. Identify variances between actual and budgeted or estimated costs and advise the City whenever projected costs exceed budgets or estimates.
- Recommend necessary or desirable changes in the construction Contractor's scope of work to the City, review and evaluate Contractor's request for changes, assist in negotiating Contractor's proposals, submit recommendations to the City supported by field data, and if they are accepted, prepare change orders for signature and the City's authorization.
- Maintain strict cost accounting records on authorized work performed under unit costs, additional work performed on the basis of actual costs of labor and materials, or other work requiring accounting records.
- Develop and implement procedures for the review and processing of applications by Contractor for progress and final payments. Make recommendations for certification to the City for payment.
- Consult with the Design Engineer and the City if the Contractor requests interpretations of the meaning and intent of the drawings and specifications, and assist in the resolution of questions, which may arise.
- Provide a staffing schedule each month for the following month. This schedule is subject to the City's approval.
- Manage any utility work to be performed by utility agencies (work not part of Contractor's responsibilities).

C. Documentation of Pre-construction Conditions - Consultant shall document pre-construction conditions using photographs, written notes,

and video. The entire site shall be videotaped prior to construction. Special or sensitive areas shall be noted and extra documentation may be required.

Deliverables:

- Copies of all documentation, including photographs, notes and video

D. Documentation and Record Keeping - The Consultant shall maintain all documents to provide a detailed account of the construction effort, progress and contractual obligations. The Consultant shall provide at a minimum the services below:

- Verify that all required certificate of bonds and insurance have been received from the Contractor and forwarded to the City for approval.
- Maintain at the project site, on a current basis: a record copy of all contracts, drawings, specifications, addenda, change orders and other modifications, in good order and marked to record all changes made during construction; shop drawings, product data, samples, submittals, purchases, materials, equipment, applicable handbooks, maintenance and operating manuals and instructions, other related documents and revisions which are relevant to the contract work.
- During the course of construction, maintain one set of plans with markings and dimensions in red ink to denote field changes or other corrections.
- A detailed photographic history of all phases of the project shall be maintained on a daily basis. Each photograph will be labeled as to location, direction of view, date, time and items of interest. The photographs shall be maintained in an album and the photographs shall be indexed for ease of retrieval. Photos shall also be taken of the following:
 - Barricade placement.
 - Disputed work items.
 - Work that has to be duplicated, replaced, or removed.
 - Completed work.
 - Extra work.

E. Meetings - Consultant shall prepare for and conduct weekly construction progress meetings to discuss such matters as procedures, progress, problems and scheduling and any other required meetings between the Contractor, City, the Design Engineer and any agencies related to the project. Consultant shall take minutes of the meetings and distribute them to attendees within one week of the meeting. Meetings shall be held at the offices of the City of Rancho Cordova Department of Public Works or at a mutually agreeable location determined during the pre-construction meeting.

Deliverables:

- Pre-construction meeting with City and all applicable parties related to the project.
- Weekly meetings with City and all applicable parties related to the project.
- Any meetings necessary to immediately resolve project issues related to scope, cost, schedule, etc.
- Meeting minutes

F. Submittals and Clarifications - The Consultant shall issue documented clarifications and interpretations of the Project Plans and Specifications in response to requests by the Contractor. The Consultant shall notify the City of any clarifications or interpretations that may result in a change order. The Consultant shall also accept and process submittals, including but not limited to shop drawings, product data, and product samples. The Consultant shall review any submittals deemed appropriate by the City. Submittals requiring review by the Design Engineer shall be logged and transmitted for formal review. Consultant shall be responsible to see that all submittals are reviewed and returned in a timely manner.

Deliverables:

- Copies of all documentation for clarification and interpretation of the Project Plans and Specifications

G. Quality Assurance - The CM shall review the work of the Contractor, trade and specialty contractors on the project as it is being performed, until final completion and acceptance by the City, to assure that the work performed and materials furnished are in accordance with the contract documents. The CM shall confer with the Project Manager and the appropriate consultants to make the final interpretation, in writing, and transmit it to the City and appropriate parties for resolution.

H. Field Inspection - Consultant shall provide experienced and qualified field inspectors (who are acceptable to the City) to observe/inspect the Contractor's construction work on a daily basis. The Inspector shall inspect all constructed facilities prior to burial and observe all tests required to be performed by the Contractor or referenced in the Project Plans and Specifications. Field inspectors shall monitor the Contractor's performance for adherence to project plans and specifications, construction quality, cost, and schedule and shall enforce, either approving or rejecting the Contractor's work in accordance with the requirements of applicable Contract Documents. Inspectors will review the safety programs developed by the Contractor as required by the contract documents and monitor the Contractor's compliance. Depending on the scope of the project, individual inspectors shall have inspection experience that includes, but is not limited to, the following areas:

1. General site preparation including clearing, grubbing, and mass grading. Environmentally sensitive issues such as wetland preservation/mitigation, tree protection, tree removal and mitigation, water quality management, and erosion control construction and monitoring.
2. Underground construction that includes wet and dry utilities, canals, detention ponds, etc.
3. New road construction, existing road widening and improvements including subgrade, structural section and paving, knowledge of bridge construction inspection, and pier construction and placement.
4. Other experience applicable to the project.

Daily inspection reports and diaries of Contractor's construction activities shall be prepared and made available to the City on the following day. Daily inspection reports shall include, at a minimum, the following information: Contractor's activities, weather conditions, discussions with the Contractor, problems and issues dealt with, approved changes, and any other information necessary to create a satisfactory record of the day's activities at the project site in accordance with standard inspection practice. The Consultant shall document special situations by photograph or video accompanied with a written description. Consultant shall document any defective work until it is repaired to the Consultant's and City's satisfaction and quality of work is in accordance with the contract documents.

The Consultant shall prepare and submit a written weekly report to the City describing updates of the project progress, summaries of work performed including percent of work completed, work activities behind schedule, any community relations issues and defective work. All outstanding deficiencies shall also be noted in the weekly report until resolved or settled.

Deliverables:

- Daily Inspection Reports
 - Weekly Reports
- I. Testing** - Consultant shall provide, coordinate, and monitor all field and laboratory testing of soils, backfill, asphalt concrete, Portland cement concrete, and other testing required by law or the Project Plans and Specifications. Consultant(s) shall perform all testing work with certified technicians including, but not limited to, Caltrans certifications. All Consultant(s) laboratory facilities shall be certified to perform the respective tests according to the Caltrans Quality Assurance Program Manual for use by Local Agencies and shall be approved by the City. Consultant shall review results of tests, forward copies of the results to the City as part of the weekly reports, and work with the Contractor to resolve deficiencies. All test procedures will be in accordance with the latest Caltrans Test Methods and the City of Rancho Cordova Specifications.

Deliverables:

- Copies of all testing results

J. Final Completion & Acceptance - After the project is substantially complete, the Consultant shall schedule a walk through with the City, request input from all other City Departments needed to prepare a "punch list" of incomplete or unsatisfactory items, and submit the list to the Contractor. Once all work is satisfactorily complete, the Consultant shall deliver a statement to the City indicating that to the best of the Consultant's knowledge and belief, after diligent investigation including satisfaction of its other obligations under the agreement, the project has been completed in accordance with the Project Plans and Specifications and the Consultant recommends acceptance of the project by the City. The Consultant shall submit the Final Progress Pay Estimate signed by the Contractor.

K. Other Tasks - As part of the inspections and construction administration activities, the Consultant shall include the tasks listed below as part of the overall project activities as listed in the professional services agreement:

1. Consultant shall monitor Contractor's coordination with various utility companies.
2. Consultant shall inspect traffic control and erosion control measures as often as necessary to assure activities are in accordance with the Contract documents and State regulations.
3. Consultant shall provide topographic survey and construction staking services upon request from CITY.
4. Consultant shall notify the City immediately of any errors or omissions that are found on the plans and specifications during construction.
5. Consultant shall enforce the requirements of the California Labor Code as they pertain to the project. The detailed description of the Labor Code requirements is described in Section 7 of the State Standard Specifications.
6. Consultant shall take appropriate action to ensure correction of observed safety violations under the requirements of the CAL OSHA Construction Safety Orders.

L. Project Closeout - The Consultant shall submit to the City's Representative the following close out items:

1. The original set of all inspection reports, summaries, testing documents, meeting minutes, clarifications, schedules, correspondence and other documents related to the construction of this project.
2. All records, maps, and plans maintained by the Consultant during construction.

3. All approved shop drawings, submittals and manufacturers' literature maintained by the Consultant during the construction project.
4. One complete set of annotated project progress photographs bound chronologically and videotapes taken before and during construction.
5. One set of record drawings of as-built changes in neat red pencil.

M. Warranty Inspection – The Consultant shall provide a warranty inspection prior to the warranty expiration date. The Consultant will submit a copy of the warranty report to the City.

N. Local Agency Obligations – All plans, specifications and data applicable to the projects and in possession of the City of Rancho Cordova are too made available to the Consultant. The City will assign a City Project Manager for all projects associated with this RFQ to assist/direct the Consultant.

O. Project Record Keeping - Virtual Project Manager (VPM) - Consultant shall submit daily progress reports to the engineer via the internet utilizing a web site address VPM @ WWW.VIRTUAL-PM.COM managed by the City. The inspector or resident engineer shall use Virtual Project Manager (VPM) to record daily progress, problems, transmittals, submittals, change orders and all general correspondences. The city project manager and the contractors will communicate exclusively through VPM throughout each construction project. A digital camera, daily use of computer and internet access by inspector are required.

P. Department of Industrial Relations – SB 854 Compliance - Consultant shall comply with the Public Works Contractor Registration Law – SB 854 as required by the Department of Industrial Relations.

2.0 MISCELLANEOUS

The Consultant shall support the City in any post-completion dispute, rendering reasonable assistance, providing access to its records, but is not intended to retain independent experts.

Staff meetings of the Consultant shall not be considered as part of services for which payment will be made.

Time required by the Consultant to reach the designated work site shall not be considered part of the services for which payment will be made.

Costs associated with vehicle, phone and computer shall be included in Consultants hourly rate and no separate reimbursable request will be allowed.

Billing shall be on a four-week interval as designated by the City.

There shall be no reimbursable expenses on this project unless approved in writing, in advance, by the City.

The City will not provide office space for Consultant staff. If additional accommodations are needed by the Consultant, Consultant shall be responsible for obtaining the additional accommodations at no cost to the City.

EXHIBIT B

COMPENSATION SCHEDULE

See Attached Cost Proposal Included with
Psomas Request for Qualifications for Construction Management Services
Dated August 17, 2018

Form (Rev. September 2007) Department of the Treasury Internal Revenue Service	W-9	Request for Taxpayer Identification Number and Certification		Give form to the requester. Do not send to the IRS.
		Name (as shown on your income tax return)		
		Business name, if different from above		
		Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership ☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ----- ☐ Exempt payee ☐ Other (see instructions) ▶		
		Address (number, street, and apt. or suite no.)		
		City, state, and ZIP code		
Print or type See Specific Instructions on page 2.	List account number(s) here (optional)		Requester's name and address (optional)	

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
or
Employer identification number

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).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

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

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). Check the "Limited liability company" box only and enter the appropriate code for the tax classification ("D" for disregarded entity, "C" for corporation, "P" for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

For an LLC classified as a partnership or a corporation, enter the LLC's name on the "Name" line and any business, trade, or DBA name on the "Business name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
 2. The United States or any of its agencies or instrumentalities,
 3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
 4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
 5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
 7. A foreign central bank of issue,
 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
 10. A real estate investment trust,
 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
 12. A common trust fund operated by a bank under section 584(a),
 13. A financial institution,
 14. A middleman known in the investment community as a nominee or custodian, or
 15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt recipients 1 through 7

¹See Form 1099-MISC, Miscellaneous Income, and its instructions.

²However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ³
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ³
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
For this type of account:	Give name and EIN of:
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see Special rules for partnerships on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.consumer.gov/idtheft or 1-877-IDTHEFT(438-4338).

Visit the IRS website at www.irs.gov to learn more about identity theft and how to reduce your risk.

YEAR 2010	Withholding Exemption Certificate (This form can only be used to certify exemption from nonresident withholding under California R&TC Section 18662. Do not use this form for exemption from wage withholding.)	CALIFORNIA FORM 590
File this form with your withholding agent. (Please type or print) Withholding agent's name _____		

Vendor/Payee's name _____	Vendor/Payee's ☐ SSN or ITIN ☐ SOS file no. ☐ CA corp. no. ☐ FEIN
Address (number and street, PO Box, or PMB no.) _____	Apt. no./ Ste. no. _____
City _____	State _____ ZIP Code _____

Read the following carefully and check the box that applies to the vendor/payee.

I certify that for the reasons checked below, the entity or individual named on this form is exempt from the California income tax withholding requirement 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, Who is a Resident, for the definition of a resident.

☐ **Corporations:**

The above-named 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 and withhold on payments of California source income to nonresidents when required. 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 F, What is a Permanent Place of Business, for the definition of permanent place of business.

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

The above-named 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 and will withhold on foreign and domestic nonresident partners or members when required. 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 above-named entity is exempt from tax under California R&TC Section 23701 _____ (insert letter) or Internal Revenue Code Section 501(c) _____ (insert number). The tax-exempt entity will withhold on payments of California source income to nonresidents when required. If this entity ceases to be exempt from tax, I will promptly notify the withholding agent. Individuals cannot be tax-exempt entities.

☐ **Insurance Companies, IRAs, or Qualified Pension/Profit Sharing Plans:**

The above-named 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 and will withhold on foreign and domestic nonresident beneficiaries when required. If the trustee 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. The decedent was a California resident at the time of death. The estate will file a California fiduciary tax return and will withhold on foreign and domestic nonresident beneficiaries when required.

☐ **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: Please complete and sign below.

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

Vendor/Payee's name and title (type or print) _____ Daytime telephone no. _____

Vendor/Payee's signature ► _____ Date _____

- A spouse shall not be deemed to have acquired a residence or domicile in any other state solely by reason of being there to be with the servicemember serving in compliance with military orders

Domicile is defined as the one place:

- Where you maintain a true, fixed and permanent home
- To which you intend to return whenever you are absent

A military servicemember's nonmilitary spouse is considered a nonresident for tax purposes if the servicemember and spouse have the same domicile outside of California and the spouse is in California solely to be with the servicemember who is serving in compliance with Permanent Change of Station orders (Note: California may require nonmilitary spouses of military servicemembers to provide proof that they meet the criteria for California personal income tax exemption as set forth in the MSRRRA).

For assistance in determining whether the applicant meets the MSRRRA requirements, get FTB Pub. 1032, Tax Information for Military Personnel.

F What Is a Permanent Place of Business

A corporation has a permanent place of business in California if it is organized and existing under the laws of California or if it is a foreign corporation qualified to transact intrastate business by the California SOS. A corporation that has not qualified to transact intrastate business (e.g., a corporation engaged exclusively in interstate commerce) will be considered as having a permanent place of business in California only if it maintains a permanent office in California that is permanently staffed by its employees.

G Withholding Agent

Keep Form 590 for your records. Do not send this form to the FTB unless it has been specifically requested.

For more information, contact Withholding Services and Compliance, see General Information H.

The vendor/payee must notify the withholding agent if any of the following situations occur:

- The individual vendor/payee becomes a nonresident.
- The corporation ceases to have a permanent place of business in California or ceases to be qualified to do business in California.
- The partnership ceases to have a permanent place of business in California.
- The LLC ceases to have a permanent place of business in California.
- The tax-exempt entity loses its tax-exempt status.

The withholding agent must then withhold and report the withholding using Form 592, Resident and Nonresident Withholding Statement, and remit the withholding using Form 592-A, Payment Voucher for Foreign Partner or Member Withholding. Form 592-B, Resident and Nonresident Withholding Tax Statement, is retained by the withholding agent and a copy is given to the payee.

H Publications, Forms, and Additional Information

You can download, view, and print California tax forms and publications at ftb.ca.gov.

To have publications or forms mailed to you or to get additional nonresident withholding information, contact the Withholding Services and Compliance.

WITHHOLDING SERVICES AND
COMPLIANCE MS F182
FRANCHISE TAX BOARD
PO BOX 942867
SACRAMENTO CA 94267-0651

Telephone: 888.792.4900
916.845.4900

Fax: 916.845.9512

For all other questions unrelated to withholding or to access the TTY/TDD numbers, see the information below.

Internet and Telephone Assistance

Website: ftb.ca.gov
Telephone: 800.852.5711 from within the United States
916.845.6500 from outside the United States

TTY/TDD: 800.822.6268 for persons with hearing or speech impairments

Asistencia Por Internet y Teléfono

Sitio web: ftb.ca.gov
Teléfono: 800.852.5711 dentro de los Estados Unidos
916.845.6500 fuera de los Estados Unidos

TTY/TDD: 800.822.6268 personas con discapacidades auditivas y del habla

841.1001 1751412.3

841.1001 1751412.3

MEMORANDUM



DATE: December 3, 2018

TO: Honorable Mayor and Council Members

FROM: Albert Stricker, Public Works Director and Steve Harriman, Operations and Maintenance Division Manger

SUBJECT: **A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT NO. 214-2018 WITH SIERRA NATIONAL CONSTRUCTION IN AN AMOUNT NOT TO EXCEED \$1,679,760 FOR ON-CALL CONCRETE MAINTENANCE SERVICES**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution will authorize the City Manager to execute Contract No. 214-2018 with Sierra National Construction in an amount not to exceed \$1,679,760 for On-Call Concrete Maintenance Services.

BACKGROUND

The City has actively pursued and advertised for a new on-call concrete maintenance contract to perform concrete repairs. Routine maintenance activities include repairs or replacement of sidewalks, medians and curbs in the public right of way. On-call contracts facilitate fast response times that keep City sidewalks safe.

Bids were solicited on the City's Website, CIPList.com, the Rancho Cordova Chamber of Commerce, and the Sacramento, Placer and El Dorado County Builders Exchanges on October 18, 2018. Bids for the project were publicly opened on November 2, 2018. A total of four bids were received, and the lowest responsible base bid was in the amount of \$1,679,760 from Sierra National Construction.

FISCAL IMPACT

This contract is funded through Measure A maintenance funds, Gas Tax, and other special revenues and does not impact the City's general fund.

ATTACHMENTS

1. Resolution
2. Contract 214-2018

ATTACHMENT 1**CITY OF RANCHO CORDOVA****RESOLUTION NO. XXX-2018**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA,
STATE OF CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT
NO. 214-2018 WITH SIERRA NATIONAL CONSTRUCTION, INC. IN AN AMOUNT NOT TO
EXCEED \$1,679,760 FOR ON-CALL CONCRETE MAINTENANCE SERVICES**

WHEREAS, the City of Rancho Cordova desires to enter into Contract No. 214-2018 with Sierra National Construction in an amount not to exceed \$1,679,760 for On-Call Concrete Maintenance Services; and

WHEREAS, the City solicited bids for the On-Call Concrete Maintenance Services under the requirements of state law and the Rancho Cordova Municipal Code, and publicly opened bids on October 18, 2018; and

WHEREAS, the lowest responsible bidder was Sierra National Construction; and

WHEREAS, this new On-Call Concrete Maintenance Services contract will cover routine maintenance activities such as sidewalk removal and replacement, curb installation and repairs, and other concrete repairs; and

WHEREAS, the contract is funded through Measure A maintenance funds, Gas Tax, and other special revenues and does not impact the city's general fund.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does authorize the City Manager to execute Contract No. 214-2018 in an amount not to exceed \$1,679,760 with Sierra National Construction and in a form approved by the City Attorney for on-call concrete maintenance services.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 3rd day of December, 2018 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Linda Budge, Mayor

ATTEST:

Stacy Leitner, City Clerk

**ATTACHMENT 2
CONTRACT 214-2018**

**CONSTRUCTION SERVICES AGREEMENT BETWEEN
THE CITY OF RANCHO CORDOVA AND SIERRA NATIONAL CONSTRUCTION INC.,
FOR ON-CALL CONCRETE MAINTENANCE SERVICES**

THIS AGREEMENT made and entered into between the City of Rancho Cordova ("City") and Sierra National Construction ("Contractor") as of December 3, 2018.

W I T N E S S E T H:

WHEREAS, the City Council for the City heretofore caused plans and specifications for On-Call Concrete Maintenance Services ("Project") to be prepared, and therefore did approve and adopt said plans and specifications; and

WHEREAS, the City Council for the City did cause to be published for the time and in the manner required by law, a notice inviting sealed bids for the performance of said work; and

WHEREAS, the notice was published on October 18, 2018 on CIPLIST.com ("Notice"); and

WHEREAS, the Contractor, in response to such Notice, submitted to the City Council for the City within the time specified in said Notice, and in the manner provided for therein, a sealed bid for the performance of the Project specified in said plans and specifications, which said bid and proposal, and other bids and proposals submitted in response to said Notice, the City Council opened and canvassed in the manner provided by law; and

WHEREAS, the Contractor was the lowest responsible bidder for the performance of said Project, and said City Council for the City as a result of the canvass of said bids, did determine and declare Contractor to be the lowest responsible bidder for said Project and award to a contract therefore.

NOW THEREFORE, in consideration of the promises herein, it is mutually agreed between the parties hereto as follows:

Section 1. CONTRACT DOCUMENTS. The following documents are by this reference incorporated in and made a part of this Agreement: The County of Sacramento, Standard Construction Specifications dated January 2008; the Special Provisions; the contract drawings, all addenda; the Notice to Contractors; the Proposal; all required bonds; and all supplemental Agreements covering alterations, amendments, or extensions to the contract. The documents which describe the work to be performed are sometimes collectively referred to herein as the Plans and Specifications.

Section 2. SCOPE OF WORK. The Contractor will furnish all labor, materials, services, transportation, appliances, and mechanical workmanship required for Contract No. 214-2018 as provided for and set forth in said Plans and Specifications, or in either of them, which said Plans and Specifications are hereby referred and by such reference incorporated herein and made a part of this Agreement. All of the said work done under this Agreement shall be under the supervision of and performed to the satisfaction of the Public Works Director of the City of Rancho Cordova who shall have the right to reject any and all materials and supplies furnished by the Contractor which do not comply with the Plans and Specifications, together with the right

**ATTACHMENT 2
CONTRACT 214-2018**

to require the Contractor to replace any and all work furnished by the Contractor which shall not either in workmanship or material be in strict accordance with the Plans and Specifications.

Section 3. COMPLETION. Said work shall be completed and ready for acceptance.

Section 4. PAYMENT. Attached hereto as Exhibit "A" and by reference made a part hereof, is the bid and proposal of Contractor. Said bid and proposal will contain, as required by the terms of said specifications, the full and complete schedule of the different items with the lump sums or unit prices as so specified. The City agrees in consideration of the work to be performed for the Project herein and subject to the terms and conditions thereof, to pay Contractor all sums of money which may become due to Contractor in accordance with the terms of the aforesaid bid and proposal, and this Agreement, to wit: One Million, Six Hundred and Seventy Nine Thousand, Seven Hundred and Sixty Dollars (\$1,679,760). Said sum shall be paid in accordance with Section 8 of the Standard Specifications. With respect to that portion of the above sum as is based upon the estimated quantities specified for the general scope of the work to be performed herein, actual payment will be based upon the quantities as measured upon completion. No payment made under this Agreement shall be construed to be an acceptance of defective work or improper materials.

Section 5. PREVAILING WAGES. Pursuant to the provisions of Articles 1 and 2 of Chapter 1, Part 7, Division II, of the Labor Code of the State of California, not less than the general prevailing rate of per diem wages, and not less than the general prevailing rate of per diem wages for holidays and overtime work, for each craft, classification or type of worker needed to execute the Project contemplated under this Agreement shall be paid to all workers, laborers and mechanics employed in the execution of said Project by Contractor, or by any subcontractor doing or contracting to do any part of said Project. The appropriate determination of the Director of the California Department of Industrial Relations is filed with, and available for inspection at 2729 Prospect Park Drive, Rancho Cordova, CA 95670, the office of the Clerk of the City. Contractor shall post, at each job site, a copy of such prevailing rate of per diem wages as determined by the Director for the California Department of Industrial Relations.

Section 6. INSURANCE. The Contractor shall carry and maintain during the life of this Agreement, such public liability, property damage and contractual liability, auto, worker's compensation and builders' risk insurance as required by the specifications.

Section 7. WORKERS' COMPENSATION CERTIFICATION. By execution of this Agreement, the Contractor certifies as follows:

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

Section 8. PERFORMANCE AND PAYMENT BONDS. The Contractor shall, before beginning said work for the Project, file two bonds with the City, each made payable to the City. These bonds shall be issued by a surety company authorized to do business in the State of California, and shall be maintained during the entire life of the Agreement at the expense of the Contractor. One bond shall be in the amount of one hundred percent (100%) of the Agreement and shall guarantee the faithful performance of the Agreement. The second bond shall be the payment bond required by California Civil Code Section 3247 et seq., and shall be in the

**ATTACHMENT 2
CONTRACT 214-2018**

amount of one hundred percent (100%) of the Agreement. Any alterations made in the specifications which are a part of this Agreement or in any provision of this Agreement shall not operate to release any surety from liability on any bond required hereunder and the consent to make such alterations is hereby given, and any surety on said bonds hereby waives the provisions of California Civil Code Sections 2819 and 2845.

Section 9. INDEMNIFICATION.

- 9.1 Contractor's Performance.** To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless City, its governing Board, officers, directors, agents, employees and volunteers from and against any and all claims, demands, actions, losses, liabilities, damages, and all costs incidental thereto, including cost of defense, settlement, arbitration, and reasonable attorneys' fees arising out of, pertaining to, or resulting from the acts or omissions of anyone else directly or indirectly acting on behalf of the Contractor, or for which the Contractor is legally liable under law, regardless of whether caused in part by a party indemnified hereunder.
- 9.2 No Limitation of Liability for Indemnification.** The indemnities set forth in this Section shall not be limited by the insurance requirements set forth in the Contract.

Section 10. MISCELLANEOUS PROVISIONS.

- 10.1** This Agreement shall bind and inure to the heirs, devisees, assignees, and successors in interest of Contractor and to the successors in interest of Contractor in the same manner as if such parties had been expressly named herein. All times stated herein or in the contract documents are of the essence hereof. As used in this instrument the singular includes the plural, and the masculine includes the feminine and the neuter. This Agreement may create a possessory interest subject to property taxation, and Contractor may be subject to the payment of property taxes levied on such interest.
- 10.2 Contract Administration.** This Agreement shall be administered by Steve Harriman ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.
- 10.3 Notices.** Any written notice to Consultant shall be sent to:

Rob Hannah
Sierra National Construction
5433 El Camino Ave, Suite 4
Carmichael, CA 95608
Rob@sierranationalconstruction.com

Any written notice to City shall be sent to:

Steve Harriman
City of Rancho Cordova, Department of Public Works
2729 Prospect Park Drive
Rancho Cordova, CA 95670

ATTACHMENT 2
CONTRACT 214-2018

10.4 IRS Form W-9. Contractor shall complete and submit Internal Revenue Service Form W-9 to the City before execution of this Agreement. The City's Finance Director shall have authority to waive this requirement.

IN WITNESS WHEREOF, the City Council and Contractor have caused this Agreement to be executed as of the day and year first above written.

CITY OF RANCHO CORDOVA:

CONTRACTOR:

Cyrus Abhar, City Manager

Rob Hannah, Project Manager

Date

Date

Attest:

Stacy Leitner, City Clerk

Date

Approved as to Form:

Adam U. Lindgren, City Attorney

Date

Exhibit A
Compensation Schedule
and Bid Sheets

SECTION 3
BID SUBMITTAL CHECKLIST

Each submitted bid shall include a completed (and signed where required) copy of each of the following checklist items. Any submitted bid that fails to include any of the following may be deemed inadequate by the City of Rancho Cordova, and may be grounds for dismissal of submittal at the City's sole discretion.

In addition to each item below, please include this sheet.

- ☒ Cost Certification Form (Section 4.1)
- ☒ Bid Schedule (Section 4.2)
- ☒ Bid Bond (Section 4.3)
- ☒ Experience and Qualifications (Section 5.2)
- ☒ Employee/Staff Experience & Qualifications (Section 5.3)
- ☒ Designation of Subcontractors (Section 5.4)
- ☒ Operations Plan (Section 5.5)
- ☒ Exceptions (Section 6.1)
- ☒ Guarantee Requirements (Section 6.2)
- ☒ Non-Collusion Affidavit (Section 6.3)
- ☒ Signature Certification Page (Section 6.4)

SECTION 4
BASE BID SCHEDULE

4.1 COST CERTIFICATION FORM *(Required submittal form)*

The undersigned Authorized Signature certifies as follows:

All work for which this bid is submitted is for Concrete Maintenance Services in accordance with all special provisions (including the payment of not less than the minimum wage rates set forth therein) and contract annexed hereto, and also in accordance with all Federal, State & local regulations as detailed in this Request for Bids.

The undersigned, as bidder, declares that the only persons or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any other person, firm, or corporation; that the bidder has carefully examined the location of the proposed work, the attached proposed form of contract, and documents herein referenced; and that the bidder agrees if this bid is accepted, that he/she will contract with the City of Rancho Cordova, in the form of the copy of the contract attached hereto, to provide all necessary machinery, tools, apparatus and other necessary means, and to do all the work and furnish all the materials specified in the contract, in the manner and time therein prescribed, and according to the requirements of the Public Works Director as therein set forth, and that the bidder will take in full payment therefore the following amount to wit:

BASE BID GRAND TOTAL \$ 1,679,760

(List Grand Total from Bid Schedule on following page)

Sierra National Construction, Inc.

Company Name: _____

Primary Contact: Rob Hannah Title: Project Manager

Business Address: 5433 El Camino Ave Ste 4

City, State, Zip: Carmichael, CA 95608

Telephone No.: 916-481-6792 Fax No: 916-482-2207

Email Address: Rob@sierranationalconstruction.com

Website Address: Sierranationalconstruction.com

Authorized Signature: _____

4.2 BID SCHEDULE *(Required submittal form)*

Maintenance Type	3 Year Estimated Quantity	Unit Price	Total Amount
1. Remove & Replace PCC Sidewalk (4" Thick) (Minimum 100 SF)	1,000 SF	\$ 25	\$ 25,000
2. Remove & Replace PCC Sidewalk (4" Thick) (Minimum 1,500 SF)	9,000 SF	\$ 18	\$ 162,000
3. Remove & Replace PCC Sidewalk (6" Thick) (Minimum 100 SF)	500 SF	\$ 28	\$ 14,000
4. Remove & Replace PCC Sidewalk (6" Thick) (Minimum 500 SF)	1,500 SF	\$ 21	\$ 31,500
5. Remove & Replace Curb Access Ramp (Minimum 128 SF)	640 SF	\$ 35	\$ 22,400
6. Remove & Replace Curb Access Ramp (Minimum 768 SF)	2,560 SF	\$ 31	\$ 79,360
7. Remove & Replace Type 1A PCC Curb & Gutter (Minimum 100 LF)	1,000 LF	\$ 78	\$ 78,000
8. Remove & Replace Type 1A PCC Curb & Gutter (Minimum 1,000 LF)	3,000 LF	\$ 69	\$ 207,000
9. Remove & Replace Type 2 PCC Curb & Gutter (Minimum 100 LF)	1,000 LF	\$ 78	\$ 78,000
10. Remove & Replace Type 2 PCC Curb & Gutter (Minimum 1,000 LF)	3,000 LF	\$ 69	\$ 207,000
11. Remove & Replace Type 3 PCC Curb & Gutter (Minimum 100 LF)	500 LF	\$ 60	\$ 30,000
12. Remove & Replace Type 3 PCC Curb & Gutter (Minimum 500 LF)	1,500 LF	\$ 55	\$ 82,500
13. Remove & Replace Type 4A PCC Curb & Gutter (Minimum 100 LF)	1,000 LF	\$ 45	\$ 45,000
14. Remove & Replace Type 4A PCC Curb & Gutter (Minimum 1,000 LF)	3,000 LF	\$ 40	\$ 120,000
15. Remove & Replace Type 6 PCC Curb & Gutter (Minimum 100 LF)	500 LF	\$ 55	\$ 27,500
16. Remove & Replace Type 6 PCC Curb & Gutter (Minimum 500 LF)	1,500 LF	\$ 50	\$ 75,000
17. AC Repair Adjacent to Curb/Ramps	12,000 SF	\$ 30	\$ 360,000
18. Tree Root Trim & Barrier Placement	1,200 LF	\$ 20	\$ 24,000
19. Sidewalk Horizontal Cutting (Minimum 100 SF)	500 SF	\$ 8	\$ 4,000
20. Sidewalk Horizontal Cutting (Minimum 500 SF)	1,500 SF	\$ 5	\$ 7,500
Grand Total			\$ 1,679,760

Mobilization shall be included in the prices paid for the various Contract items of work and no separate payment will be made.

The three year estimated quantities shown are given to provide bidders with an indication of potential work and the order of magnitude and scope of work. The actual amount of work done under this contract may differ from the quantities shown. The City of Rancho Cordova does not expressly, or by implication, agree that the actual amount of work will correspond therewith, but reserve the right to increase or decrease the amount of any class or portion of the work, or to omit portions of the work, as directed by the City.

Labor and Equipment Rates

The following hourly rates and equipment rates shall apply to all work not covered under the unit prices included in the Bid Schedule. Hourly rates and equipment rates shall include all costs to supply the necessary labor and equipment including, but not limited to, overhead and profit.

Labor	Extra Work (business hours)	Emergency Response (nights and weekends)
Foreman	\$ <u>130</u>	\$ <u>195</u>
Equipment Operator	\$ <u>125</u>	\$ <u>190</u>
Truck Driver	\$ <u>125</u>	\$ <u>190</u>
Laborer	\$ <u>105</u>	\$ <u>160</u>
Flagman	\$ <u>105</u>	\$ <u>160</u>
Other (Describe <u>Cement Mason</u>)	\$ <u>115</u>	\$ <u>175</u>
Other (Describe _____)	\$ _____	\$ _____
Other (Describe _____)	\$ _____	\$ _____
Equipment		
Pickup Truck	\$ <u>45</u>	\$ <u>70</u>
Dump Truck	\$ <u>75</u>	\$ <u>115</u>
Sign Truck	\$ <u>45</u>	\$ <u>70</u>
Skid-Steer	\$ <u>35</u>	\$ <u>55</u>
Skip Loader	\$ <u>40</u>	\$ <u>60</u>
Other (Describe <u>Excavator</u>)	\$ <u>55</u>	\$ <u>85</u>
Other (Describe _____)	\$ _____	\$ _____
Other (Describe _____)	\$ _____	\$ _____
Other (Describe _____)	\$ _____	\$ _____

4.3 BID BOND

Each bid shall be accompanied by certified or cashier's check payable to the City, or a satisfactory bid bond in favor of the City, executed by the bidder as principal and a California admitted surety as surety, in an amount not less than ten percent (10%) of the amount set forth in the bid.

The check or bid bond shall be given as a guarantee that the bidder shall execute the contract if it is awarded to him/her in conformity with the contract documents and shall provide the evidence of insurance and furnish the necessary bonds as specified in the contract documents,

within fifteen (15) calendar days after written notice of the award. In case of the bidder's refusal or failure to do so, the cash, check, or bond, as the case may be, shall be forfeited to the City. No bidder's bond will be accepted unless it conforms substantially to the form set forth as required. The successful Bidder's proposal guarantee shall be held until the contract is executed. Bid security shall be returned to unsuccessful bidders within twenty (20) calendar days after the successful bidder has signed the contract.

5.2 FIRM EXPERIENCE AND QUALIFICATIONS *(Required submittal form)*Contractor's License Class A,B and License Number 464549

The bidder has been engaged in the contracting business, under the present business name for 39 years. Experience in work of a nature similar to that covered in the bid extends over a period of 39 years.

The bidder, as a Contractor, has never failed to satisfactorily complete a Contract awarded to it, except as follows: *Please provide written explanation on a separate sheet(s).*

The following contracts related to the proposed Concrete Maintenance Services are currently active or have been satisfactorily completed in the last five (5) years. Please provide a contact name and person of reference for each of the contracts listed.

Contract Year(s)	Type of Work Performed	Contract Amount	Client/Agency Name	Contact Name /Title Phone Number
.5	curb, gutter, sidewalk + ramp improvements	\$1,527,570	city of Rancho Cordova	Bob LaRUSSO 707-689-3890
1	ADA ramp improvements	\$585,331	County of Sacramento	Ali Chehade 916-875-2721
.5	Reconstruction of curb, gutter + sidewalk	\$638,465	City of Citrus Heights	Stuart Hodgkins 916-727-4770
1	Road widening, drainage improvements ADA Accessibility	\$2,425,369	City of Sacramento	Philip Vulliet 916-808-5092
1	ADA improvements	\$1,005,269	County of Sacramento	Ali Chehade 916-875-2721

5.3 EMPLOYEE/STAFF EXPERIENCE AND QUALIFICATIONS *(Required submittal form)*

Employee/Staff Name	Title & Position	Years w/ Firm	Years Experience in Trade	Specialized Certifications
Rob Hannah	Project Manager	5	27	OSHA Safety; CDR
Joey Hannah	Superintendent	3	10	OSHA Safety; CPT; CSE
Justin Ferrara	Lead Foreman	5	18	OSHA Safety; CPT; CSE

Use additional sheets of paper as necessary for additional references or employees.

5.4 DESIGNATION OF SUBCONTRACTORS *(Required submittal form)*

In compliance with the provisions of Section 4100-4114 of the Public Contracts Code of the State of California, and any amendments thereof, each bidder shall set forth below the name and location of the place of business of each subcontractor who will perform work or labor or render service to the Contractor in or about the Services to be performed under these specifications in excess of one-half of one percent (0.5%) of the prime Contractor's total bid or ten thousand dollars (\$10,000.00), whichever is greater. The prime Contractor shall list the portion of the work which will be done by such Subcontractor.

If the Contractor fails to specify a subcontractor for any portion of the work to be performed under the Contract, the Contractor shall be deemed to have agreed to perform such portion itself, and the Contractor shall not be permitted to subcontract that portion of the work except under the conditions allowed by applicable law. Subcontractors shall provide all required licensing documentation.

SUBCONTRACTOR (Name & Location)	% OF WORK	ESTIMATED ANNUAL DOLLAR AMOUNT	WORK TO BE PERFORMED BY SUBCONTRACTOR
Harrison Concrete Cutting Woodland	4%	\$25,000	concrete cutting Partial
CA Cut + Core Rancho Cordova	4%	\$25,000	concrete cutting Partial

5.5 OPERATIONS PLAN *(Required submittal forms)*

Equipment Inventory: Please provide a list of all equipment that will be utilized in the performance of this contract.

Quantity	Name, Type and Capacity	Model Year and Condition	Location
	SEE ATTACHED	Good	9150 Elder Creek Sacramento, CA

Customer Service Call Center: Please list the address of the Customer Service center where calls will be received for this Contract:

5433 El Camino Ave Ste 4

Street address

Carmichael CA 95608

City, State, Zip Code

Will Customer Service representatives be available during normal business hours to answer calls? ☒ Y / N (circle one)

Emergency Response Plan: Please describe the emergency response plan for this contract. The plan should include who will be contacted, what number they will be contacted at, and where they will be responding from.

Please see attached project emergency contact form
that will be utilized for the duration of the project.

List the 24-hour emergency number if available Rob Hannah 916-870-1704

SECTION 6**EXCEPTIONS, GUARANTEES AND CERTIFICATIONS****6.1 EXCEPTIONS TO AGREEMENT *(Required submittal forms)***

Bidders are to prepare all Base Bid Schedule forms (Section 4) based on the program specifications set forth in the RFB documents without considering any exceptions that may be set forth on this form. In the event the bidder takes exception to the RFB specifications they may set forth those exceptions in the following manner:

- The exceptions are to be presented on a separate paper titled, "Form Exceptions to Agreement".
- Each exception must be presented separately by stating: the specific exception, the page and line numbers of the exception, the suggested changes to the program related to the exception, the suggested changes in the Agreement language related to the exception, the manner in which the proposed change would benefit the City, the customers or both, and the specific dollar change in each of the various service rates, as proposed by the bidder in this RFB, that would take place if the exception was accepted by the City.
- The exceptions must be followed with the following language without exception.
- **"Except as set forth above, bidder is in complete agreement with the proposed terms, conditions and business arrangements described in the RFB including the attached Agreement. The bidder assumes the risk of all conditions foreseen or unforeseen and agrees to provide the services set forth in the Agreement under whatever circumstances may develop other than as herein provided."**
- The form must be signed by an individual authorized to commit the bidder's firm to the Agreement in the manner set forth below.

Date: 11/2/18

Name: Kip Skidmore

Title: President

Signature: 

Please note that if exceptions are taken, all required information as set forth above must be submitted. Exceptions taken without providing the required information will not be considered.

6.2 GUARANTEE REQUIREMENTS

The successful bidder awarded this contract will be required to submit a Payment or Labor and Materials Bond in the amount of 100% of the Agreement amount, at the expense of the Contractor. The successful bidder awarded this contract will also be required to submit a Performance Bond in the amount of \$250,000, at the expense of the Contractor.

Payment and Performance Bonds will be required for the execution of a contract with the selected Contractor.

6.3 NON-COLLUSION AFFIDAVIT *(Required with submittal)*

STATE OF CALIFORNIA)

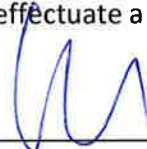
)

COUNTY OF SACRAMENTO)

Kip Skidmore (name) being first duly sworn, deposes and says that he or she is President (title) of Sierra National Construction, Inc. (company name) the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from proposing; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Sierra National Construction, Inc.
Company Name (Printed)

11/2/18
Date


Authorized Signature

Kip Skidmore
Name (Printed)

President
Title

Subscribed and sworn to before me

this ____ day of _____, 2018.

Signature of Notary Public

See attached

6.4 SIGNATURE CERTIFICATION PAGE *(Required with submittal)*

If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof; if a co-partnership, state true name of firm, also names of all individual co-partners composing the firm; if bidder or other interested person is an individual, state first and last names in full.

By my signature on this bid I certify, under the Penalty of Perjury, that the foregoing Non-Collusion Affidavit and Contractor's License Certification along with all other statements in this bid are true and correct.

Date: 11/2/18

Sierra National Construction, Inc.
Legal Company or Corporation Name

Corporation
Business Type (Corporation, Partnership, etc.)

Kip Skidmore
Print Name
[Signature]
Signature
President
Title

Illa Skidmore
Print Name
[Signature]
Signature
Secretary
Title

Print Name

Signature

Title

Print Name

Signature

Title

Print Name

Signature

Title

Print Name

Signature

Title



CONTRACTORS STATE LICENSE BOARD



Contractor's License Detail for License # 894220

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure, a link for complaint disclosure will appear below. Click on the link or button to obtain complaint and/or legal action information.

Per B&P 7071.17, only construction related civil judgments reported to the CSLB are disclosed.

Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.

Due to workload, there may be relevant information that has not yet been entered onto the Board's license database.

Data current as of 11/2/2018 9:20:59 AM

Business Information

CALIFORNIA CUT & CORE INC
11358 SUNRISE GOLD CIRCLE
SUITE A
RANCHO CORDOVA, CA 95742
Business Phone Number:(916) 853-9224

Entity Corporation
Issue Date 04/11/2007
Expire Date 04/30/2019

License Status

This license is current and active.

All information below should be reviewed.

Classifications

C-61 / D06 - CONCRETE RELATED SERVICES

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with WESCO INSURANCE COMPANY.

Bond Number: 04WB017750

Bond Amount: \$15,000

Effective Date: 01/01/2016

Contractor's Bond History

Bond of Qualifying Individual

The qualifying individual KENT RICHARD HICKS certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.

Effective Date: 04/11/2007

Workers' Compensation

This license has workers compensation insurance with the EVEREST NATIONAL INSURANCE COMPANY

Policy Number: 7600017449181

Effective Date: 04/01/2018

Expire Date: 04/01/2019

Workers' Compensation History

Other

Legal Name	Registration Number	County	City	License Type/Number(s)	Current Status	Registration Date	Expiration Date
CALIFORNIA CUT & CORE, INC.	1000005374	SACRAMENTO	RANCHO CORDOVA	CSLB:894220	Active	06/25/2018	06/30/2019



CONTRACTORS STATE LICENSE BOARD



Contractor's License Detail for License # 764041

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure, a link for complaint disclosure will appear below. Click on the link or button to obtain complaint and/or legal action information.

Per B&P 7071.17, only construction related civil judgments reported to the CSLB are disclosed.

Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.

Due to workload, there may be relevant information that has not yet been entered onto the Board's license database.

Data current as of 11/2/2018 9:18:20 AM

Business Information

HARRISON CONCRETE CUTTING INC A CALIFORNIA CORPORATION
33522 COUNTY RD 24
WOODLAND, CA 95695
Business Phone Number:(530) 662-2185

Entity Corporation
Issue Date 06/07/1999
Reissue Date 03/17/2005
Expire Date **03/31/2019**

License Status

This license is current and active.

All information below should be reviewed.

Classifications

C-61 / D06 - CONCRETE RELATED SERVICES
C21 - BUILDING MOVING, DEMOLITION

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with AMERICAN CONTRACTORS INDEMNITY COMPANY.

Bond Number: SC1039471

Bond Amount: \$15,000

Effective Date: 01/01/2016

Contractor's Bond History

Bond of Qualifying Individual

The qualifying individual JOSHUA MICHAEL HARRISON certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.

Effective Date: 11/28/2016

Workers' Compensation

This license has workers compensation insurance with the STATE COMPENSATION INSURANCE FUND

Policy Number: 9076709

Effective Date: 10/24/2013

Expire Date: 09/01/2019

Workers' Compensation History

Miscellaneous Information

Legal Name	Registration Number	County	City	License Type/Number(s)	Current Status	Registration Date	Expiration Date
HARRISON CONCRETE CUTTING	1000002611	YOLO	WOODLAND	CSLB:764041	Active	06/12/2018	06/30/2019

CALIFORNIA JURAT WITH AFFIANT STATEMENT**GOVERNMENT CODE § 8202**

- ☒ See Attached Document (Notary to cross out lines 1-6 below)
☐ See Statement Below (Lines 1-6 to be completed only by document signer[s], *not* Notary)

1
2
3
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7
8

Signature of Document Signer No. 1 Signature of Document Signer No. 2 (if any)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Sacramento

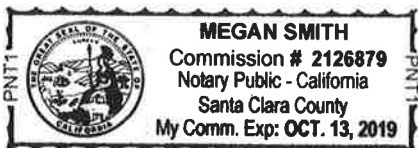
Subscribed and sworn to (or affirmed) before me

on this 2 day of November, 2018,
 by Date Month Year

(1) Kip Skidmore

(and (2) _____),
 Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence
 to be the person(s) who appeared before me.



Signature _____
 Signature of Notary Public

Seal
 Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Noncollusion Affidavit Document Date: 11/2/18
 Number of Pages: _____ Signer(s) Other Than Named Above: _____

Project Emergency Contact Form
PROJECT INFORMATION
Contract or Permit Number: Thomas Bros. Map Page: ☒ Multiple LocationsProject Completion Date: Thomas Bros. Map Grid:

Note: If the project is located at multiple locations throughout the County, attach a scanned map or a list with each TB map page and grid.

Project Name: Type of Work: Job Location:
RE / INSPECTOR
RE/Inspector's Name: Department / Company: Office Phone: Mobile Phone: Home Phone:
SUPERVISOR
Supervisor's Name: Department / Company: Office Phone: Mobile Phone: Home Phone:
CONTRACTOR
Contractor Name: Contact Name: Office Phone: Mobile Phone: Home Phone:
TRAFFIC CONTROL DEVICE SUPPLIER
Company Name: 24-Hour Phone:

Sierra National Construction, Inc. - Vehicle List

No.	Year	Vehicle	License	Vin	(last 4)	Weight	Reg	Ins	Notes
SNC 21	2006	Ford F450	8E40788	1FDXF46P36EB12386	2386	20000	7/31/2018	10/1/2018	Juan Rodriguez
SNC 29	2006	Ford F450 CB	8K02922	1FDXF46P56ED11195	1195	20000	4/30/2018	10/1/2018	
SNC 71	2006	Freightliner Dump Truck FL70	8K02751	1FVACWDD46HN87698	7698	26000	6/30/2018	10/1/2018	Jose Gutierrez
SNC 83	2016	Ford F 450	47973Y1	1FDUF4G78GEA51861	1861	26000	11/30/2018	10/1/2018	Edgar Jimenez
SNC 105	2017	Dodge Ram 2500 St Crew		3C6LR4HL9HG615397	5397		7/31/2018	10/1/2018	Joey Hannah
SNC 115	2017	10 Wheel Freightliner		1FVHCYC1HHHX6698	6698				Eladio Meza
SNC 116	2018	Ford F47 Cab/Chassis		1FDUF4G76JEB32476	2476				Justin Ferreira

Equipment List

No.	Year	Vehicle	Make/Model	License	Vin	(last 4)	Registration	Insurance	Company	Notes2
58	2013	Trailer	PJ Utility	4MX8801	4P5C82222D1193838	3838	PERM	10/1/2018	SNCCD	Rob Hannah
77	2004	Trailer	Carson dump (black)	4FG8201	4HXDT10244C078771	8771	6/30/2014	10/1/2018	SNCCD	Rob Hannah
91	2016	Trailer	PJ Split Tilt	4PP3794	4P5T62228G1242419	2419	PERM	10/1/2018	SNCCD	Rob Hannah
	2016	Trailer	Towmaster T-40	4PR8802	4KNFT2023GL161392	1392	PERM	10/1/2018	SNCCD	Rob Hannah
		Roller	CAT CB24		CAT0CB24L24001879	1879			SNCCD	Rob Hannah
103	2016	Trailer	PJ Split Tilt		4P5T62224G1242421	2421	PERM	10/1/2018	SNCCD	Rob Hannah
104	2017	Trailer	Maxey SPLT	4RK9703	5R8G62223HMO49293	9293	PERM	10/1/2018	SNCCD	Rob Hannah
114	2017	Excavator	Caterpillar 305.5E2		CAT3055EHCGR503616	3616			SNCCD	Rob Hannah
	2015	Excavator	Caterpillar 305E		CAT0305ETH5M00146	0146			SNCCD	Rob Hannah
	2006	Excavator	Bobcat 329G		AZPG11076	1076		Insured eq	SNCCD	Rob Hannah
125	2018	Trailer	Towmaster T-40 - 32' deck		4KNBF4222JL162989	62989			SNCCD	Rob Hannah



CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE



License Number **464549** Entity **CORP**
Business Name **SIERRA NATIONAL CONSTRUCTION
INC**

Classification(s) **B A**

Expiration Date **10/31/2020**

www.cslb.ca.gov





CONTRACTORS STATE LICENSE BOARD



Contractor's License Detail for License # 464549

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure, a link for complaint disclosure will appear below. Click on the link or button to obtain complaint and/or legal action information.

Per B&P 7071.17, only construction related civil judgments reported to the CSLB are disclosed.

Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.

Due to workload, there may be relevant information that has not yet been entered onto the Board's license database.

Data current as of 11/2/2018 9:08:21 AM

Business Information

SIERRA NATIONAL CONSTRUCTION INC
5433 EL CAMINO AVE SUITE 4
CARMICHAEL, CA 95608
Business Phone Number:(916) 481-6792

Entity Corporation
Issue Date 10/23/1984
Expire Date **10/31/2020**

License Status

This license is current and active.

All information below should be reviewed.

Classifications

B - GENERAL BUILDING CONTRACTOR
A - GENERAL ENGINEERING CONTRACTOR

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with GREAT AMERICAN INSURANCE COMPANY.

Bond Number: CA9827792

Bond Amount: \$15,000

Effective Date: 09/30/2016

Contractor's Bond History

Bond of Qualifying Individual

The qualifying individual KIP STANLEY SKIDMORE certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.

Effective Date: 10/23/1984

Workers' Compensation

This license has workers compensation insurance with the TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

Policy Number: UB6J702804

Effective Date: 10/01/2018

Expire Date: 10/01/2019

Workers' Compensation History

Other

Legal Name	Registration Number	County	City	License Type/Number(s)	Current Status	Registration Date	Expiration Date
SIERRA NATIONAL CONSTRUCTION, INC.	1000006436	SACRAMENTO	CARMICHAEL	CSLB:464549	Active	06/04/2018	06/30/2019

MEMORANDUM

DATE: December 3, 2018

TO: Honorable Mayor and Council Members

FROM: Albert Stricker, Public Works Director
Marilyn Phelps, Assistant Land Surveyor

SUBJECT: A RESOLUTION APPROVING THE FINAL MAP OF GRANTLINE 208 VILLAGE 1, SUBDIVISION NO. FM-2018-001-02 AND EXECUTION OF THE SUBDIVISION IMPROVEMENT AGREEMENT



RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Approval of the Resolution will result in the City entering into Subdivision Improvement Agreement Contract No. 207-2018 (Exhibit A) guaranteeing the construction of public roads and utilities with Lennar Homes of California, Inc. and the recording of the final subdivision map for Grantline 208 Village 1, creating 65 new residentially zoned lots located south of Douglas Road and West of Grant Line Road.

BACKGROUND

The map has been examined and checked for compliance with Title 22 of the City of Rancho Cordova Municipal Code and the California Subdivision Map Act. The City Council approved the Tentative Map on March 2, 2015. A copy of the Final Map (Exhibit B) and copy of the Vicinity Map (Exhibit C) are included with this letter.

Roads are offered for dedication with this subdivision. Lennar Homes of California, Inc. has provided performance and labor and material bonds guaranteeing the construction of the public improvements. TSD Engineering, Inc. has waived the requirement for a bond to guarantee payment for setting the survey monuments with the subdivision. The soil report requirement has been satisfied by Wallace-Kuhl & Associates dated October 5, 2017.

There are no delinquent taxes against the property and the tax collector has so certified. The 2018/2019 estimated taxes have been secured with the Sacramento County Tax Collector.

FISCAL IMPACT

There is no fiscal impact to the City.

ATTACHMENTS

1. Resolution No. XXX-2018
2. Exhibit A - Subdivision Improvement Agreement Contract No. 207-2018
3. Exhibit B - 8 ½ " X 11" Copy of Final Map
4. Exhibit C - Vicinity Map

ATTACHMENT 1**CITY OF RANCHO CORDOVA****RESOLUTION NO. XXX-2018**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA,
STATE OF CALIFORNIA, APPROVING THE FINAL MAP OF GRANTLINE 208 VILLAGE 1,
SUBDIVISION NO. FM-2018-001-02, AND AUTHORIZING THE EXECUTION THE
SUBDIVISION IMPROVEMENT AGREEMENT - CONTRACT NO. 207-2018**

WHEREAS, the City Council approved the Tentative Map for the Grantline 208 Subdivision on March 2, 2015 per Resolution No. 24-2015; and

WHEREAS, the City Engineer has determined that the Final Map for Village 1 of the subdivision is in substantial compliance with the approved tentative map; and

WHEREAS, the conditions of approval have been complied with; and

WHEREAS, the map complies with Title 22 of the City of Rancho Cordova municipal code and the California Subdivision Map Act; and

WHEREAS, the approval of final maps is exempt from review under the California Environmental Quality Act (CEQA) pursuant to CEQA Regulation Section 15268(b)(3) as a ministerial approval; and

WHEREAS, the City desires to enter into a subdivision improvement agreement with the developer to ensure necessary public improvements are completed and secured with a bond.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA that the City Council approves the Final Map of Grantline 208 Village 1, Subdivision No. FM-2018-001-02 (Exhibit B) and authorizes the City Manager to execute a Subdivision Improvement Agreement (Exhibit A) and Vicinity Map (Exhibit C) on behalf of the City in connection with Lennar Homes of California, Inc. and in a form approved by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 3rd day of December, 2018 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Linda Budge, Mayor

ATTACHMENT 1**ATTEST:**

Stacy Leitner, City Clerk

SUBDIVISION IMPROVEMENT AGREEMENT

THIS SUBDIVISION IMPROVEMENT AGREEMENT (hereinafter, "Agreement") entered into this _____ day of _____, 20__, by and between the City of Rancho Cordova, (hereinafter "City"), a California municipal corporation, and Lennar Homes of California, Inc, a California Corporation (hereinafter "Principal").

RECITALS

WHEREAS, Section 66462 of the Government Code provides that if the work of improvement required therein is not completed prior to the acceptance of a final subdivision map, the owner of the subdivision may enter into an agreement with the City to perform the work of improvement as required by said sections in consideration of the acceptance of said final subdivision map by the City; and

WHEREAS, Section 66499 of the Government Code requires that said agreement be secured by a surety bond or by an instrument of credit issued by a financial institution subject to regulation by the State or federal governments or by a cash deposit; and

WHEREAS, Section 66499.3 establishes the types and amount of security to guarantee the performance of any such improvement agreement; and

WHEREAS, City and Principal desire to enter into an improvement agreement as authorized by the Subdivision Map Act under the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual promises, conditions and covenants hereinafter set forth, City and Principal agree as follows:

1. **Incorporation of Recitals.** The foregoing recitals are hereby incorporated by reference.
2. **Findings and Conditions of Subdivision Map.** Principal recognizes that approval of its subdivision was subject to the findings and conditions attached to such approval and hereby acknowledges and agrees to be bound by such findings and conditions.
3. **City Approval of Subdivision Map.** City agrees to approve the final map of the subdivision presented to it by Principal and designated **Grantline 208 Village 1 Subdivision No. FM-2018-001-02** and to accept on behalf of the public all lands, rights of way and easements therein offered in dedication, in accordance with the conditions hereinafter set forth.
4. **Completion of Improvements.** In consideration of such approval, Principal

agrees to complete the work of improvement required for said subdivision in accordance with the requirements of the Rancho Cordova Municipal Code and such standard specifications created by applicable City ordinances or resolutions which are in effect at the time of the installation of said improvements. The work required may lie within or outside the subdivision and must be completed within **24** months of the date of this Agreement.

5. **Payment For Services.** Principal further agrees to promptly pay, when due, all costs for plan checking, inspection services and material testing performed by City pursuant to the requirements of Sections 12.03.210 et. seq. of the Rancho Cordova Municipal Code.

6. **Acceptance of Improvements.** Upon satisfactory completion of all public improvements in accordance with standard specifications created by City ordinances or resolutions which are in effect at the time of the installation of said improvements, City agrees to accept for maintenance the work of improvement within the dedicated parcels shown on said final subdivision map, and any off site easements granted, subject to the provisions of paragraph 8 hereof. Acceptance will be postponed until such time the City determines a public purpose exists. Public Purpose is defined as existence of habitable structures within the subdivision.

7. **Notice of Commencement of Work.** Principal shall notify the City Engineer in writing of the commencement of the work of improvements.

8. **Correction of Defects.** Principal agrees to remedy any defects in the improvement arising from faulty or defective construction of said improvements occurring within twelve months after acceptance thereof by City.

9. **Indemnity.** Principal shall indemnify and hold harmless City from any and all loss, damage or liability arising out of or resulting from Principal's performance or non-performance of his duties and obligations under this Agreement, or from the negligent act or omission of himself, his agents, servants and employees. Principal shall, at his own cost and expense, defend any and all actions, suits, or legal proceedings arising out of or resulting from the performance or nonperformance of this Agreement, that may be brought or instituted against the City, its officers and employees, on any such claim or demand, and pay or satisfy any judgment that may be rendered against the City in any such action, suit or legal proceedings, or result thereof, regardless whether caused in part by a party indemnified hereunder.

10. **Extension of Completion Date.** If the construction of the work or improvement should be delayed without fault of Principal, the time for completion thereof may be extended by City for such period of time as City may deem reasonable.

11. **Improvement Security.** (a) Principal shall obtain and furnish to City an improvement security consisting of a surety bond in favor of City, issued by a corporate surety authorized to do business in the State of California, and in form approved by City, securing the faithful performance by Principal of the work of improvement required, and also securing the payment of the costs and interest, if any, due under Sections 12.030.210 et seq. of the Rancho Cordova Municipal Code, as provided in Paragraph 5 herein and an additional bond issued by a corporate surety authorized to do business in the State of California, in the amount of not less than 50 percent of the total estimated cost of the improvement, securing payment to contractor, his subcontractors, and to persons renting equipment or furnishing labor or materials for the improvement.

(b) In lieu of said corporate surety bonds, Principal may furnish an improvement security consisting of a letter of credit, certificate of deposit, or similar instrument of credit, in form satisfactory to City, issued by a financial institution subject to regulation by the State or Federal government, pledging that the funds necessary to meet the performance required herein are on deposit, and guaranteed for payment on demand. Said letter of credit, certificate of deposit, or similar instrument of credit shall provide that the funds designated therein shall become trust funds for the purposes set forth in said instrument.

(c) The failure of Principal to commence the required work of improvements, or to complete the same within the time required after commencement thereof, shall entitle City to the full payment of the security, or so much thereof as may be necessary to complete the required work of improvement. The amount of the surety bond for faithful performance shall be in the sum of **\$2,572,782**. The amount of the surety bond for the payment of the claims of the contractor, his subcontractors, and to persons renting equipment or furnishing labor or materials for the improvement shall be at least 50 percent of the above amount. The letter of credit, certificate of deposit or similar instrument of credit, or cash deposit for faithful performance, shall be in the above amount plus an additional 50 percent for the purposes set forth herein.

12. **Improvement Security As Condition Precedent.** The furnishing of the improvement security by Principal as required by paragraph 11 hereof shall be a condition precedent to acceptance by City of the above described real property and the performance by the City of the covenants herein on its part to be performed.

13. **Inspection of Work In Progress.** (a) Principal may request The City Engineer to inspect the work as it progresses. If the work performed is found to be in accordance with the requirements of City, it may be accepted as it progresses and a partial refund of the cash

deposit, or a release pro tanto of the faithful performance bond, letter of credit, certificate of deposit or similar instrument of credit shall be made in a sum in the same ratio to the total deposit as the work accepted bears to the total work to be done. No refund in excess of 85 percent of the total amount of the improvement security for faithful performance shall be made until all the work has been completed and accepted.

(b) The determination of the Administrator of Public Works of City as to the amount of work done, and the amount of refund or partial release pro tanto, shall be final and conclusive. When the work of improvement is accepted, 10 percent of the improvement security shall be retained to guarantee faithful performance of the provisions of paragraph 8 of this Agreement.

(c) Improvement security given to secure payment to contractor, his subcontractors and to persons renting equipment or furnishing labor or materials for the work of improvement may, six months after completion and acceptance of the work, be reduced to an amount not less than the total of all claims on which an action has been filed, and notice thereof given in writing to City, and if there are no actions filed, such improvement security may be released in full.

14. Execution By Real Party In Interest. Where title to the subdivision property is held by the record owner thereof under a holding Agreement, this Agreement and the bond given pursuant thereto must be executed by the real party or parties in interest.

15. Waiver of Civil Code Section 2819. Any extension of time hereunder shall not operate to release the surety on the bond filed pursuant to this Agreement. In this connection the surety waives the provisions of Section 2819 of the Civil Code of the State of California.

16. City Construction of Improvements. In the event that all or any portion of the works of improvement contemplated herein are proposed to be constructed by street improvement proceedings under the control of City, the undertaking of such proceedings shall in no way relieve Principal of any duties under this Agreement, except where all of the works of improvement that are required under this Agreement have in fact been constructed and accepted by City.

17. Interest. Interest shall accrue at the highest rate permitted by law on all sums from the date payment is due under the terms of this Agreement and the sum due is certain or reasonably capable of being made certain.

18. Attorneys' Fees. In the event that it is necessary for the City to enforce the obligations secured by the improvement security furnished pursuant to Paragraph 11 hereof, the City shall be entitled to recover its costs and reasonable expenses and fees, including reasonable attorneys' fees, as provided for in Government Code Section 66499.4.

19. **Amendments.** This Agreement may be modified or amended, or any of its provisions waived, only by a subsequent written agreement executed by the parties hereto.

20. **Entire Agreement.** This Agreement and any attachments hereto constitute the sole, final, complete, exclusive and integrated expression and statement of the terms and conditions of this Agreement among the parties hereto concerning the subject matter addressed herein, and supercedes all prior negotiations, representations or agreements, oral or written, that may be related to the subject matter of this Agreement.

21. **Construction and Interpretation.** It is agreed and acknowledged by the Principal that the provisions of this Agreement have been arrived at through negotiation, and that the Principal has had a full and fair opportunity to revise the provisions of this Agreement and to have such provisions reviewed by legal counsel. Therefore, the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not apply in construing or interpreting this Agreement.

22. **Successors and Assigns.** This Agreement shall bind and inure to the benefit of the respective successors and assigns of the parties hereto.

23. **Time.** Time is of the essence in the performance of each and every term of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first set forth above, which date shall be considered by the Parties to be the effective date of this Agreement..

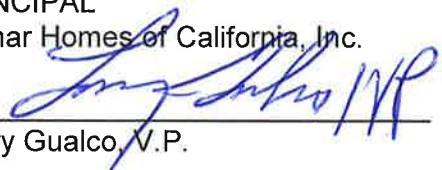
CITY OF RANCHO CORDOVA

Linda Budge, Mayor

ATTEST:

Stacy Leitner, City Clerk

PRINCIPAL
Lennar Homes of California, Inc.



Larry Gualco, V.P.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Placer } ss.

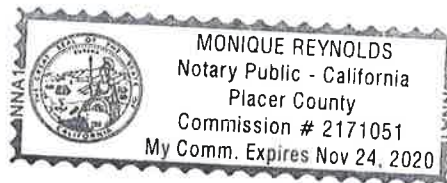
On October 26, 2018 before me, Monique Reynolds,

Notary Public, personally appeared Larry Gualco

who proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose name(~~s~~) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/her/their authorized capacity(~~ies~~), and that by his/her/their signatures(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Monique Reynolds
Signature

(seal)

OPTIONAL INFORMATION

Date of Document

SIA Grantline 208 V. 2

Thumbprint of Signer

Type or Title of Document

Number of Pages in Document

Document in a Foreign Language

Type of Satisfactory Evidence:

- ☐ Personally Known with Paper Identification
☐ Paper Identification
☐ Credible Witness(es)

Capacity of Signer:

- ☐ Trustee
☐ Power of Attorney
☐ CEO / CFO / COO
☐ President / Vice-President / Secretary / Treasurer
☐ Other: _____

☐ Check here if no thumbprint or fingerprint is available.

Other Information: _____

OWNER'S STATEMENT

THE UNDERSIGNED HEREBY CONSENTS TO THE PREPARATION AND RECORDATION OF THIS FINAL MAP OF GRANTLINE 208 VILLAGE 1.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES;

THE UNDERSIGNED HEREBY OFFERS FOR DEDICATION AND DOES HEREBY DEDICATE TO ANY AND ALL PUBLIC USES THE PUBLIC ROADS DESIGNATED AS BLUEBLANC WAY, CYPRESS GROVE DRIVE, KNIGHTSBROOK AVENUE, NOBELTON WAY AND QUANTUM WAY SHOWN HEREON; AND ALSO OFFER(S) FOR DEDICATION AND DO(ES) HEREBY DEDICATE TO SPECIFIC PURPOSES THE FOLLOWING:

A.

EASEMENTS FOR PLANTING AND MAINTAINING TREES, ELECTROLIERS, TRAFFIC CONTROL DEVICES, WATER AND GAS PIPES, AND FOR UNDERGROUND WIRES AND CONDUITS FOR ELECTRIC, TELEVISION AND TELEPHONE SERVICES, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO, ON, OVER, UNDER AND ACROSS THOSE STRIPS OF LAND SHOWN HEREON AND DESIGNATED "PUBLIC UTILITY EASEMENT" (P.U.E.).

B.

EASEMENTS FOR LANDSCAPING AND ALL APPURTENANCES PERTAINING THERETO LYING ON, OVER AND ACROSS THOSE STRIPS OF LAND SHOWN HEREON AND DESIGNATED "LANDSCAPING EASEMENT" (L.E.) SAID STRIPS TO BE KEPT OPEN AND FREE FROM BUILDINGS. THE MAINTENANCE AND REPLANTING OF THE LANDSCAPE STRIP SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER.

C.

RIGHTS OF WAYS AND EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF A PEDESTRIAN WALKWAY, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, UNDER AND ACROSS THOSE STRIPS OF LAND SHOWN HEREON AND DESIGNATED "PEDESTRIAN EASEMENT" (P.E.). THE MAINTENANCE AND REPAIR OF THE WALKWAY SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER.

D.

AN EASEMENT FOR CONSTRUCTING AND MAINTAINING CENTRALIZED MAIL DELIVERY BOXES, PEDESTALS, AND SLABS, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO INCLUDING PEDESTRIAN ACCESS FOR DELIVERY AND RECEIPT OF MAIL ON, OVER, UNDER AND ACROSS STRIPS OF LAND FIVE FEET IN WIDTH, LYING CONTIGUOUS TO THE PUBLIC AVENUE, DRIVE AND WAYS SHOWN HEREON.

LENNAR HOMES OF CALIFORNIA, INC.,
A CALIFORNIA CORPORATION

BY: _____

DATE: _____

PRINT NAME & TITLE

NOTARY ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA)
COUNTY OF _____)

ON _____, _____ BEFORE ME, _____, A NOTARY PUBLIC PERSONALLY APPEARED _____

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

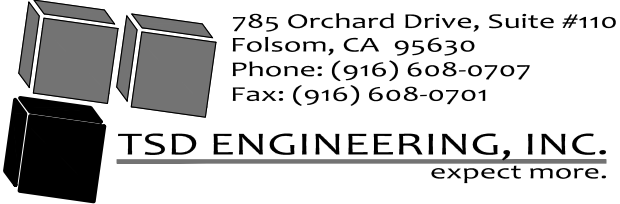
I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND
SIGNATURE _____
(PRINTED NAME)

MY PRINCIPAL PLACE OF BUSINESS IS IN _____ COUNTY

MY COMMISSION NO. _____ EXPIRES: _____

FINAL MAP OF
GRANTLINE 208 VILLAGE 1
SUBDIVISION NO. FM-2018-001-02
BEING ALL OF LOT 1, AS SHOWN ON THE
FINAL MAP OF "GRANTLINE 208 LARGE LOT MAP",
FILED IN BOOK 403 OF MAPS, AT PAGE 6
SACRAMENTO COUNTY RECORDS
CITY OF RANCHO CORDOVA
COUNTY OF SACRAMENTO
STATE OF CALIFORNIA
DECEMBER 2018



BENEFICIARY'S STATEMENT

ARI 208, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, AS BENEFICIARY OF THE DEED OF TRUST DATED APRIL 6, 2018, RECORDED APRIL 6, 2018 AS DOCUMENT #201804061582, OFFICIAL RECORDS OF SACRAMENTO COUNTY HEREBY CONSENTS TO THE PREPARATION AND RECORDATION OF THIS LARGE LOT FINAL MAP.

ARI 208, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

BY: AKT DEVELOPMENT CORPORATION,
A CALIFORNIA CORPORATION, ITS MANAGER

BY: _____

DATE: _____

PRINT NAME AND TITLE

NOTARY ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA)
COUNTY OF _____)

ON _____, _____ BEFORE ME, _____, A NOTARY PUBLIC PERSONALLY APPEARED _____

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND
SIGNATURE _____
(PRINTED NAME)

MY PRINCIPAL PLACE OF BUSINESS IS IN _____ COUNTY

MY COMMISSION NO. _____ EXPIRES: _____

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES AT THE REQUEST OF LENNAR HOMES OF CALIFORNIA, INC. IN APRIL 2018. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP; THAT THE MONUMENTS WILL BE OF THE CHARACTER AND WILL OCCUPY THE POSITIONS INDICATED AND WILL BE SET BY NOVEMBER 30, 2019, AND THAT SAID MONUMENTS WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

DATE: _____

JOHN E. KLAMM, L.S. 7375

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP AND FIND IT TO BE SUBSTANTIALLY THE SAME AS THE TENTATIVE MAP APPROVED BY THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL APPLICABLE CITY ORDINANCES HAVE BEEN COMPLIED WITH.

DATE: _____

CITY ENGINEER, ALBERT STRICKER
R.C.E. 64057
EXPIRATION DATE: 9/30/20

CITY SURVEYOR'S STATEMENT

I HEREBY STATE THAT I AM SATISFIED THAT THIS FINAL MAP IS TECHNICALLY CORRECT.

DATE: _____

LAND SURVEYOR, CYRUS E. ABHAR,
P.L.S. 7723
EXPIRATION DATE: 12/31/19

CITY CLERK'S STATEMENT

I HEREBY STATE THAT THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA HAS APPROVED THIS FINAL MAP OF GRANTLINE 208 VILLAGE 1 AND HAS ACCEPTED ON BEHALF OF THE PUBLIC ALL EASEMENTS AND RIGHTS OF WAY SHOWN HEREON AS BLUEBLANC WAY, CYPRESS GROVE DRIVE, KNIGHTSBROOK AVENUE, NOBELTON WAY AND QUANTUM WAY, TOGETHER WITH ANY AND ALL APPURTENANCES THERETO, SUBJECT TO IMPROVEMENT THEREOF.

DATED

CITY CLERK OF THE CITY OF RANCHO CORDOVA

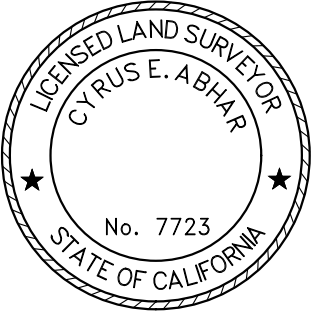
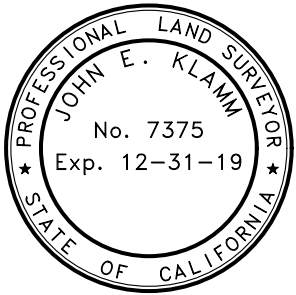
RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 2018, AT _____ M., IN BOOK _____ OF MAPS, AT PAGE _____, AT THE REQUEST OF TSD ENGINEERING, INC. TITLE TO THE LAND INCLUDED IN THIS FINAL MAP BEING VESTED AS PER CERTIFICATE NO. _____ ON FILE IN THIS OFFICE.

_____ BY: _____

DONNA ALLRED, COUNTY RECORDER DEPUTY COUNTY RECORDER

FILE NO. _____

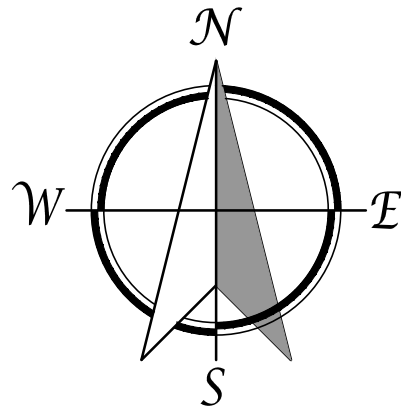


NOTES

1. THE GROSS AREA OF THIS SUBDIVISION IS 10.886± ACRES, CONTAINING 65 RESIDENTIAL LOTS.
2. ALL CURVES ARE DIMENSIONED WITH RADIUS, CENTRAL ANGLE AND ARC LENGTH.
3. ALL DISTANCES SHOWN HEREON ARE IN U.S. SURVEY FEET AND ARE GROUND DISTANCES.
4. A GEOTECHNICAL ENGINEERING REPORT FOR THIS SUBDIVISION WAS PREPARED BY WALLACE KUHL & ASSOCIATES, WKA NO. 11598.01, DATED OCTOBER 5, 2017.
5. THE PROPERTY INCLUDED IN THIS SUBDIVISION IS SUBJECT TO THE MEMORANDUM OF RECIPROCAL EASEMENT AGREEMENT RECORDED IN BOOK 20160520, PAGE 348, O.R.
6. THERE IS A POSTAL EASEMENT 5.00 FEET IN WIDTH ADJACENT TO ALL PUBLIC ROAD RIGHTS OF WAY SHOWN HEREON.
7. ALL REAR LOT CORNERS SHALL BE MONUMENTED WITH A 5/8" REBAR WITH PLASTIC CAP STAMPED "L.S. 7375", UNLESS OTHERWISE NOTED.
8. ALL FRONT LOT CORNERS SHALL BE MONUMENTED WITH A GASH CUT IN THE BACK OF CURB OR BACK OF SIDEWALK.

REFERENCES

- (1) BOOK 37 OF SURVEYS, AT PAGE 27
- (2) BOOK 403 OF MAPS, AT PAGE 6
- (3) BOOK 404 OF MAPS, AT PAGE 4



SCALE: 1" = 60'

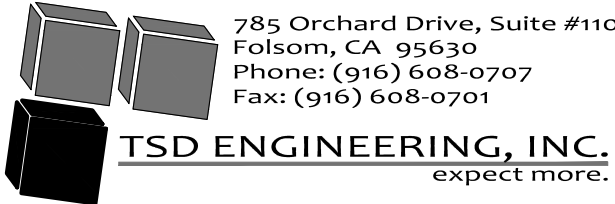
BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY IS IDENTICAL WITH THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 15, T.8 N., R.7 E., M.D.M., AS SHOWN ON THE FINAL MAP OF "GRANTLINE 208 LARGE LOT MAP", FILED IN BOOK 404 OF MAPS, AT PAGE 6, THE BEARING OF WHICH IS GIVEN AS S89°45'59"E BETWEEN FOUND MONUMENTS SHOWN HEREON.

LEGEND

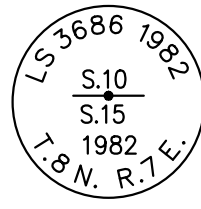
- DIMENSION POINT (NOTHING FOUND OR SET)
- FOUND 3/4" IRON PIPE WITH PLUG STAMPED "LS 7375"
- ⊙ SET 3/4" IRON PIPE WITH PLUG STAMPED "LS 7375"
- ⊗ SET 5/8" REBAR WITH PLASTIC CAP STAMPED "LS 7375"
- FOUND SECTION QUARTER CORNER MONUMENT AS NOTED
- ◆ FOUND SECTION CORNER MONUMENT AS NOTED
- I.O.D. IRREVOCABLE OFFER OF DEDICATION
- L.E. LANDSCAPING EASEMENT
- O.R. OFFICIAL RECORDS OF SACRAMENTO COUNTY
- P.E. PEDESTRIAN EASEMENT
- P.U.E. PUBLIC UTILITY EASEMENT
- (R) RADIAL BEARING

FINAL MAP OF
GRANTLINE 208 VILLAGE 1
SUBDIVISION NO. FM-2018-001-02
BEING ALL OF LOT 1, AS SHOWN ON THE
FINAL MAP OF "GRANTLINE 208 LARGE LOT MAP",
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SACRAMENTO COUNTY RECORDS
CITY OF RANCHO CORDOVA
COUNTY OF SACRAMENTO
STATE OF CALIFORNIA
DECEMBER 2018

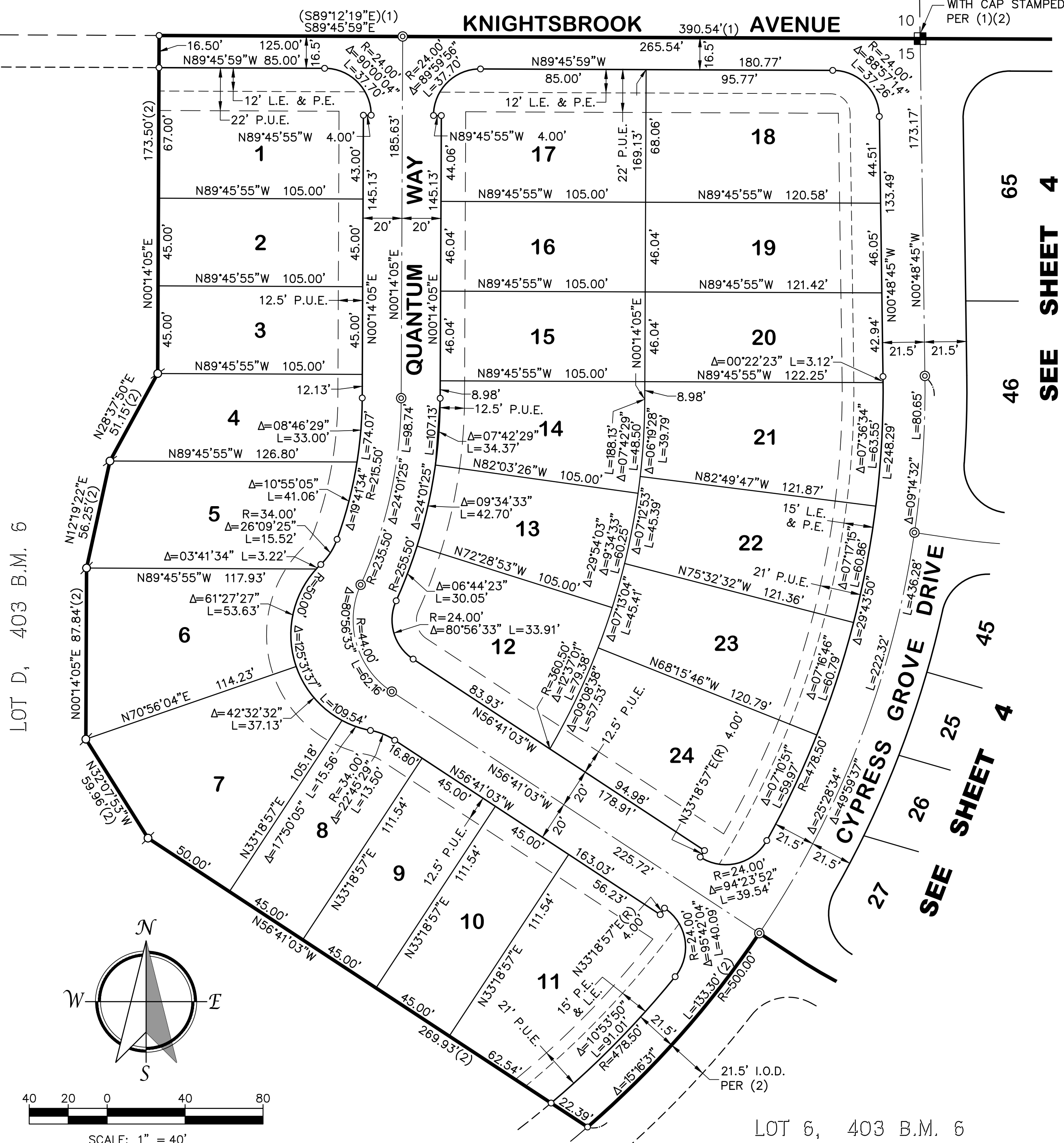


FINAL MAP OF
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COUNTY OF SACRAMENTO
STATE OF CALIFORNIA
DECEMBER 2018

785 Orchard Drive, Suite #110
Folsom, CA 95630
Phone: (916) 608-0707
Fax: (916) 608-0701
TSD ENGINEERING, INC.
expect more.



FOUND 2" IRON PIPE
WITH CAP STAMPED:
PER (1)(2)

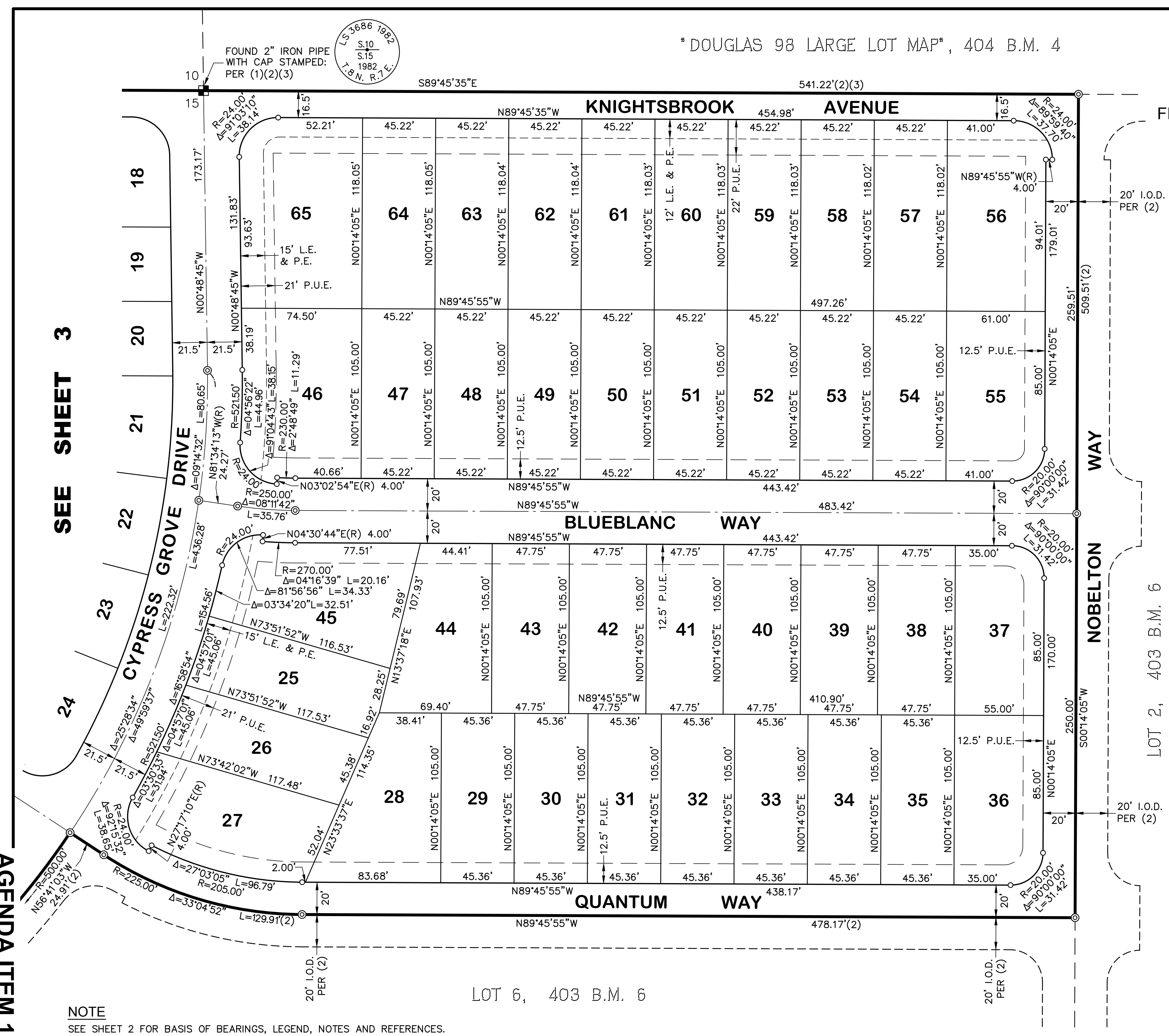
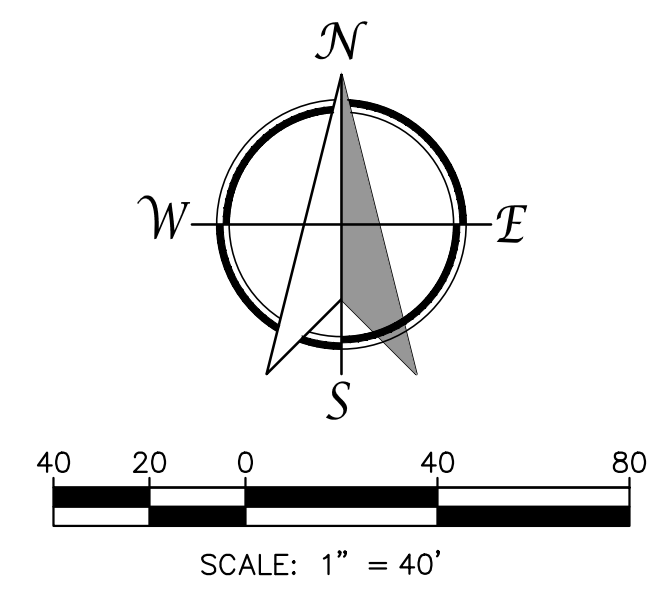


65
46
SEE SHEET 4

45
25
26
27
SEE SHEET 4

NOTE
SEE SHEET 2 FOR BASIS OF BEARINGS, LEGEND, NOTES AND REFERENCES.

FINAL MAP OF
GRANTLINE 208 VILLAGE 1
SUBDIVISION NO. FM-2018-001-02
BEING ALL OF LOT 1, AS SHOWN ON THE
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CITY OF RANCHO CORDOVA
COUNTY OF SACRAMENTO
STATE OF CALIFORNIA
DECEMBER 2018



SEE SHEET 3

AGENDA ITEM 13.7



FINAL MAP OF GRANTLINE 208 VILLAGE 1 SUBDIVISION NO. RM-2018-001-02

DOUGLAS RD

GRANT LINE RD

AMERICANOS BLVD

GLORY LN



LOCATION MAP

DOUGLAS RD

GRANT LINE RD

DETAIL
AREA

0 250 500

Feet

Aerial Photo Date: March 2014

MEMORANDUM

DATE: December 3, 2018

TO: Honorable Mayor and Council Members

FROM: Albert Stricker, Public Works Director and Marilyn Phelps, Assistant Land Surveyor

SUBJECT: **A RESOLUTION APPROVING THE FINAL MAP OF GRANTLINE 208 VILLAGE 2, SUBDIVISION NO. FM-2018-001-03 AND EXECUTION OF THE SUBDIVISION IMPROVEMENT AGREEMENT**



RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Approval of the Resolution will result in the City entering into Subdivision Improvement Agreement Contract No. 208-2018 (Exhibit A) guaranteeing the construction of public roads and utilities with Lennar Homes of California, Inc. and the recording of the final subdivision map for Grantline 208 Village 2, creating 79 new residentially zoned lots located south of Douglas Road and west of Grant Line Road.

BACKGROUND

The map has been examined and checked for compliance with Title 22 of the City of Rancho Cordova Municipal Code and the California Subdivision Map Act. The City Council approved the Tentative Map on March 2, 2015. A copy of the Final Map (Exhibit B) and a copy of the Vicinity Map (Exhibit C) are included with this letter.

Roads are offered for dedication with this subdivision. Lennar Homes of California, Inc. has provided performance and labor and materials bonds guaranteeing the construction of the public improvements. TSD Engineering, Inc. waived the requirement for a bond to guarantee payment for setting the survey monuments with the subdivision. The soil report requirement was satisfied by Wallace-Kuhl & Associates on October 5, 2017.

There are no delinquent taxes against the property and this was certified by the Tax Collector. The 2018/2019 estimated taxes have been secured with the Sacramento County Tax Collector.

FISCAL IMPACT

There is no fiscal impact to the City.

ATTACHMENTS

1. Resolution
2. Exhibit A to the Resolution - Subdivision Improvement Agreement Contract No. 208-2018
3. Exhibit B to the Resolution - 8 ½ " X 11" Final Map
4. Exhibit C to the Resolution- Vicinity Map

ATTACHMENT 1**CITY OF RANCHO CORDOVA****RESOLUTION NO. XXX-2018**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA,
STATE OF CALIFORNIA, APPROVING THE FINAL MAP OF GRANTLINE 208 VILLAGE 2,
SUBDIVISION NO. FM-2018-001-03, AND AUTHORIZING THE EXECUTION OF
SUBDIVISION IMPROVEMENT CONTRACT NO. 208-2018**

WHEREAS, the City Council approved the Tentative Map for the Grantline 208 Subdivision on March 2, 2015, Resolution No. 24-2015; and

WHEREAS, the City Engineer has determined that the Final Map for Village 2 of the subdivision is in substantial compliance with the approved tentative map; and

WHEREAS, the conditions of approval have been complied with; and

WHEREAS, the map complies with Title 22 of the City of Rancho Cordova Municipal Code and the California Subdivision Map Act; and

WHEREAS, the approval of final maps is exempt from review under the California Environmental Quality Act (CEQA) pursuant to CEQA Regulation Section 15268(b)(3) as a ministerial approval; and

WHEREAS, the City desires to enter into a subdivision improvement agreement with the developer to ensure necessary public improvements are completed and secured with a bond.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does approve the Final Map of Grantline 208 Village 2, Subdivision No. FM-2018-001-03 (Exhibit B) and the Vicinity Map (Exhibit C), and authorizes the City Manager to execute Subdivision Improvement Contract 208-2018 (Exhibit A) in a form approved by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 3rd day of December, 2018 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Linda Budge, Mayor

ATTACHMENT 1**ATTEST:**

Stacy Leitner, City Clerk

SUBDIVISION IMPROVEMENT AGREEMENT

THIS SUBDIVISION IMPROVEMENT AGREEMENT (hereinafter, "Agreement") entered into this _____ day of _____, 20__, by and between the City of Rancho Cordova, (hereinafter "City"), a California municipal corporation, and Lennar Homes of California, Inc, a California Corporation (hereinafter "Principal").

RECITALS

WHEREAS, Section 66462 of the Government Code provides that if the work of improvement required therein is not completed prior to the acceptance of a final subdivision map, the owner of the subdivision may enter into an agreement with the City to perform the work of improvement as required by said sections in consideration of the acceptance of said final subdivision map by the City; and

WHEREAS, Section 66499 of the Government Code requires that said agreement be secured by a surety bond or by an instrument of credit issued by a financial institution subject to regulation by the State or federal governments or by a cash deposit; and

WHEREAS, Section 66499.3 establishes the types and amount of security to guarantee the performance of any such improvement agreement; and

WHEREAS, City and Principal desire to enter into an improvement agreement as authorized by the Subdivision Map Act under the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual promises, conditions and covenants hereinafter set forth, City and Principal agree as follows:

1. **Incorporation of Recitals.** The foregoing recitals are hereby incorporated by reference.
2. **Findings and Conditions of Subdivision Map.** Principal recognizes that approval of its subdivision was subject to the findings and conditions attached to such approval and hereby acknowledges and agrees to be bound by such findings and conditions.
3. **City Approval of Subdivision Map.** City agrees to approve the final map of the subdivision presented to it by Principal and designated **Grantline 208 Village 2 Subdivision No. FM-2018-001-03** and to accept on behalf of the public all lands, rights of way and easements therein offered in dedication, in accordance with the conditions hereinafter set forth.
4. **Completion of Improvements.** In consideration of such approval, Principal

agrees to complete the work of improvement required for said subdivision in accordance with the requirements of the Rancho Cordova Municipal Code and such standard specifications created by applicable City ordinances or resolutions which are in effect at the time of the installation of said improvements. The work required may lie within or outside the subdivision and must be completed within **24** months of the date of this Agreement.

5. Payment For Services. Principal further agrees to promptly pay, when due, all costs for plan checking, inspection services and material testing performed by City pursuant to the requirements of Sections 12.03.210 et. seq. of the Rancho Cordova Municipal Code.

6. Acceptance of Improvements. Upon satisfactory completion of all public improvements in accordance with standard specifications created by City ordinances or resolutions which are in effect at the time of the installation of said improvements, City agrees to accept for maintenance the work of improvement within the dedicated parcels shown on said final subdivision map, and any off site easements granted, subject to the provisions of paragraph 8 hereof. Acceptance will be postponed until such time the City determines a public purpose exists. Public Purpose is defined as existence of habitable structures within the subdivision.

7. Notice of Commencement of Work. Principal shall notify the City Engineer in writing of the commencement of the work of improvements.

8. Correction of Defects. Principal agrees to remedy any defects in the improvement arising from faulty or defective construction of said improvements occurring within twelve months after acceptance thereof by City.

9. Indemnity. Principal shall indemnify and hold harmless City from any and all loss, damage or liability arising out of or resulting from Principal's performance or non-performance of his duties and obligations under this Agreement, or from the negligent act or omission of himself, his agents, servants and employees. Principal shall, at his own cost and expense, defend any and all actions, suits, or legal proceedings arising out of or resulting from the performance or nonperformance of this Agreement, that may be brought or instituted against the City, its officers and employees, on any such claim or demand, and pay or satisfy any judgment that may be rendered against the City in any such action, suit or legal proceedings, or result thereof, regardless whether caused in part by a party indemnified hereunder.

10. Extension of Completion Date. If the construction of the work or improvement should be delayed without fault of Principal, the time for completion thereof may be extended by City for such period of time as City may deem reasonable.

11. Improvement Security. (a) Principal shall obtain and furnish to City an improvement security consisting of a surety bond in favor of City, issued by a corporate surety authorized to do business in the State of California, and in form approved by City, securing the faithful performance by Principal of the work of improvement required, and also securing the payment of the costs and interest, if any, due under Sections 12.030.210 et seq. of the Rancho Cordova Municipal Code, as provided in Paragraph 5 herein and an additional bond issued by a corporate surety authorized to do business in the State of California, in the amount of not less than 50 percent of the total estimated cost of the improvement, securing payment to contractor, his subcontractors, and to persons renting equipment or furnishing labor or materials for the improvement.

(b) In lieu of said corporate surety bonds, Principal may furnish an improvement security consisting of a letter of credit, certificate of deposit, or similar instrument of credit, in form satisfactory to City, issued by a financial institution subject to regulation by the State or Federal government, pledging that the funds necessary to meet the performance required herein are on deposit, and guaranteed for payment on demand. Said letter of credit, certificate of deposit, or similar instrument of credit shall provide that the funds designated therein shall become trust funds for the purposes set forth in said instrument.

(c) The failure of Principal to commence the required work of improvements, or to complete the same within the time required after commencement thereof, shall entitle City to the full payment of the security, or so much thereof as may be necessary to complete the required work of improvement. The amount of the surety bond for faithful performance shall be in the sum of **\$2,330,500**. The amount of the surety bond for the payment of the claims of the contractor, his subcontractors, and to persons renting equipment or furnishing labor or materials for the improvement shall be at least 50 percent of the above amount. The letter of credit, certificate of deposit or similar instrument of credit, or cash deposit for faithful performance, shall be in the above amount plus an additional 50 percent for the purposes set forth herein.

12. Improvement Security As Condition Precedent. The furnishing of the improvement security by Principal as required by paragraph 11 hereof shall be a condition precedent to acceptance by City of the above described real property and the performance by the City of the covenants herein on its part to be performed.

13. Inspection of Work In Progress. (a) Principal may request The City Engineer to inspect the work as it progresses. If the work performed is found to be in accordance with the requirements of City, it may be accepted as it progresses and a partial refund of the cash

deposit, or a release pro tanto of the faithful performance bond, letter of credit, certificate of deposit or similar instrument of credit shall be made in a sum in the same ratio to the total deposit as the work accepted bears to the total work to be done. No refund in excess of 85 percent of the total amount of the improvement security for faithful performance shall be made until all the work has been completed and accepted.

(b) The determination of the Administrator of Public Works of City as to the amount of work done, and the amount of refund or partial release pro tanto, shall be final and conclusive. When the work of improvement is accepted, 10 percent of the improvement security shall be retained to guarantee faithful performance of the provisions of paragraph 8 of this Agreement.

(c) Improvement security given to secure payment to contractor, his subcontractors and to persons renting equipment or furnishing labor or materials for the work of improvement may, six months after completion and acceptance of the work, be reduced to an amount not less than the total of all claims on which an action has been filed, and notice thereof given in writing to City, and if there are no actions filed, such improvement security may be released in full.

14. Execution By Real Party In Interest. Where title to the subdivision property is held by the record owner thereof under a holding Agreement, this Agreement and the bond given pursuant thereto must be executed by the real party or parties in interest.

15. Waiver of Civil Code Section 2819. Any extension of time hereunder shall not operate to release the surety on the bond filed pursuant to this Agreement. In this connection the surety waives the provisions of Section 2819 of the Civil Code of the State of California.

16. City Construction of Improvements. In the event that all or any portion of the works of improvement contemplated herein are proposed to be constructed by street improvement proceedings under the control of City, the undertaking of such proceedings shall in no way relieve Principal of any duties under this Agreement, except where all of the works of improvement that are required under this Agreement have in fact been constructed and accepted by City.

17. Interest. Interest shall accrue at the highest rate permitted by law on all sums from the date payment is due under the terms of this Agreement and the sum due is certain or reasonably capable of being made certain.

18. Attorneys' Fees. In the event that it is necessary for the City to enforce the obligations secured by the improvement security furnished pursuant to Paragraph 11 hereof, the City shall be entitled to recover its costs and reasonable expenses and fees, including reasonable attorneys' fees, as provided for in Government Code Section 66499.4.

19. **Amendments.** This Agreement may be modified or amended, or any of its provisions waived, only by a subsequent written agreement executed by the parties hereto.

20. **Entire Agreement.** This Agreement and any attachments hereto constitute the sole, final, complete, exclusive and integrated expression and statement of the terms and conditions of this Agreement among the parties hereto concerning the subject matter addressed herein, and supercedes all prior negotiations, representations or agreements, oral or written, that may be related to the subject matter of this Agreement.

21. **Construction and Interpretation.** It is agreed and acknowledged by the Principal that the provisions of this Agreement have been arrived at through negotiation, and that the Principal has had a full and fair opportunity to revise the provisions of this Agreement and to have such provisions reviewed by legal counsel. Therefore, the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not apply in construing or interpreting this Agreement.

22. **Successors and Assigns.** This Agreement shall bind and inure to the benefit of the respective successors and assigns of the parties hereto.

23. **Time.** Time is of the essence in the performance of each and every term of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first set forth above, which date shall be considered by the Parties to be the effective date of this Agreement..

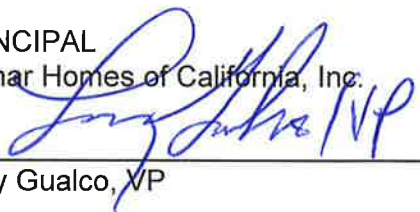
CITY OF RANCHO CORDOVA

Linda Budge, Mayor

ATTEST:

Stacy Leitner, City Clerk

PRINCIPAL
Lennar Homes of California, Inc.



Larry Gualco, VP

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Placer } ss.

On October 26, 2018 before me, Monique Reynolds,

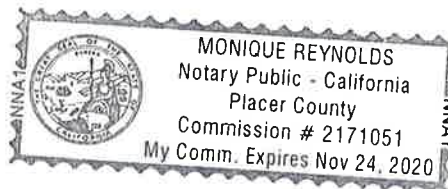
Notary Public, personally appeared Larry Gualco

who proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose name(~~s~~) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/her/their authorized capacity(~~ies~~), and that by his/her/their signatures(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Monique Reynolds
Signature



(seal)

OPTIONAL INFORMATION

Date of Document

SIA Grantline 208 V. 1

Thumbprint of Signer

Type or Title of Document

Number of Pages in Document

Document in a Foreign Language

Type of Satisfactory Evidence:

- ☐ Personally Known with Paper Identification
☐ Paper Identification
☐ Credible Witness(es)

Capacity of Signer:

- ☐ Trustee
☐ Power of Attorney
☐ CEO / CFO / COO
☐ President / Vice-President / Secretary / Treasurer
☐ Other: _____

☐ Check here if no thumbprint or fingerprint is available.

Other Information: _____

OWNER'S STATEMENT

THE UNDERSIGNED HEREBY CONSENTS TO THE PREPARATION AND RECORDATION OF THIS FINAL MAP OF GRANTLINE 208 VILLAGE 2.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES;

THE UNDERSIGNED HEREBY OFFERS FOR DEDICATION AND DOES HEREBY DEDICATE TO ANY AND ALL PUBLIC USES THE PUBLIC ROADS DESIGNATED AS BLUEBLANC WAY, KNIGHTSBROOK AVENUE, MONTBROOK WAY, NOBELTON WAY, PAISLEYSHIRE WAY AND QUANTUM WAY SHOWN HEREON; AND ALSO OFFER(S) FOR DEDICATION AND DO(ES) HEREBY DEDICATE TO SPECIFIC PURPOSES THE FOLLOWING:

A.

EASEMENTS FOR PLANTING AND MAINTAINING TREES, ELECTROLIERS, TRAFFIC CONTROL DEVICES, WATER AND GAS PIPES, AND FOR UNDERGROUND WIRES AND CONDUITS FOR ELECTRIC, TELEVISION AND TELEPHONE SERVICES, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO, ON, OVER, UNDER AND ACROSS THOSE STRIPS OF LAND SHOWN HEREON AND DESIGNATED "PUBLIC UTILITY EASEMENT" (P.U.E.).

B.

EASEMENTS FOR LANDSCAPING AND ALL APPURTENANCES PERTAINING THERETO LYING ON, OVER AND ACROSS THOSE STRIPS OF LAND SHOWN HEREON AND DESIGNATED "LANDSCAPING EASEMENT" (L.E.) SAID STRIPS TO BE KEPT OPEN AND FREE FROM BUILDINGS. THE MAINTENANCE AND REPLANTING OF THE LANDSCAPE STRIP SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER.

C.

RIGHTS OF WAYS AND EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF A PEDESTRIAN WALKWAY, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, UNDER AND ACROSS THOSE STRIPS OF LAND SHOWN HEREON AND DESIGNATED "PEDESTRIAN EASEMENT" (P.E.). THE MAINTENANCE AND REPAIR OF THE WALKWAY SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER.

D.

AN EASEMENT FOR CONSTRUCTING AND MAINTAINING CENTRALIZED MAIL DELIVERY BOXES, PEDESTALS, AND SLABS, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO INCLUDING PEDESTRIAN ACCESS FOR DELIVERY AND RECEIPT OF MAIL ON, OVER, UNDER AND ACROSS STRIPS OF LAND FIVE FEET IN WIDTH, LYING CONTIGUOUS TO THE PUBLIC AVENUE AND WAYS SHOWN HEREON.

LENNAR HOMES OF CALIFORNIA, INC.,
A CALIFORNIA CORPORATION

BY: _____

DATE: _____

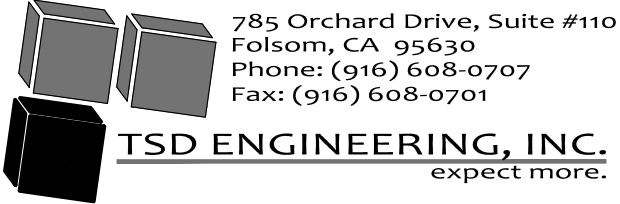
PRINT NAME & TITLE

NOTARY ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA)
COUNTY OF _____)
ON _____, _____ BEFORE ME, _____, A NOTARY PUBLIC
PERSONALLY APPEARED _____
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.
I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.
WITNESS MY HAND AND OFFICIAL SEAL
SIGNATURE _____ (PRINTED NAME)
MY PRINCIPAL PLACE OF BUSINESS IS IN _____ COUNTY
MY COMMISSION NO. _____ EXPIRES: _____

FINAL MAP OF
GRANTLINE 208 VILLAGE 2
SUBDIVISION NO. FM-2018-001-03
BEING ALL OF LOT 2, AS SHOWN ON THE
FINAL MAP OF "GRANTLINE 208 LARGE LOT MAP",
FILED IN BOOK 403 OF MAPS, AT PAGE 6
SACRAMENTO COUNTY RECORDS
CITY OF RANCHO CORDOVA
COUNTY OF SACRAMENTO
STATE OF CALIFORNIA
DECEMBER 2018



BENEFICIARY'S STATEMENT

ARI 208, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, AS BENEFICIARY OF THE DEED OF TRUST DATED APRIL 6, 2018, RECORDED APRIL 6, 2018 AS DOCUMENT #201804061582, OFFICIAL RECORDS OF SACRAMENTO COUNTY HEREBY CONSENTS TO THE PREPARATION AND RECORDATION OF THIS LARGE LOT FINAL MAP.

ARI 208, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

BY: AKT DEVELOPMENT CORPORATION,
A CALIFORNIA CORPORATION, ITS MANAGER

BY: _____

DATE: _____

PRINT NAME AND TITLE

NOTARY ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA)
COUNTY OF _____)
ON _____, _____ BEFORE ME, _____, A NOTARY PUBLIC
PERSONALLY APPEARED _____
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.
I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.
WITNESS MY HAND AND OFFICIAL SEAL
SIGNATURE _____ (PRINTED NAME)
MY PRINCIPAL PLACE OF BUSINESS IS IN _____ COUNTY
MY COMMISSION NO. _____ EXPIRES: _____

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES AT THE REQUEST OF LENNAR HOMES OF CALIFORNIA, INC. IN APRIL 2018. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP; THAT THE MONUMENTS WILL BE OF THE CHARACTER AND WILL OCCUPY THE POSITIONS INDICATED AND WILL BE SET BY NOVEMBER 30, 2019, AND THAT SAID MONUMENTS WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

DATE: _____

JOHN E. KLAMM, L.S. 7375

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP AND FIND IT TO BE SUBSTANTIALLY THE SAME AS THE TENTATIVE MAP APPROVED BY THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL APPLICABLE CITY ORDINANCES HAVE BEEN COMPLIED WITH.

DATE: _____

CITY ENGINEER, ALBERT STRICKER
R.C.E. 64057
EXPIRATION DATE: 9/30/20

CITY SURVEYOR'S STATEMENT

I HEREBY STATE THAT I AM SATISFIED THAT THIS FINAL MAP IS TECHNICALLY CORRECT.

DATE: _____

LAND SURVEYOR, CYRUS E. ABHAR,
P.L.S. 7723
EXPIRATION DATE: 12/31/19

CITY CLERK'S STATEMENT

I HEREBY STATE THAT THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA HAS APPROVED THIS FINAL MAP OF GRANTLINE 208 VILLAGE 2 AND HAS ACCEPTED ON BEHALF OF THE PUBLIC ALL EASEMENTS AND RIGHTS OF WAY SHOWN HEREON AS BLUEBLANC WAY, KNIGHTSBROOK AVENUE, MONTBROOK WAY, NOBELTON WAY, PAISLEYSHIRE WAY AND QUANTUM WAY, TOGETHER WITH ANY AND ALL APPURTENANCES THERETO, SUBJECT TO IMPROVEMENT THEREOF.

DATED _____

CITY CLERK OF THE CITY OF RANCHO CORDOVA

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 2018, AT _____ M., IN BOOK _____ OF MAPS, AT PAGE _____, AT THE REQUEST OF TSD ENGINEERING, INC. TITLE TO THE LAND INCLUDED IN THIS FINAL MAP BEING VESTED AS PER CERTIFICATE NO. _____ ON FILE IN THIS OFFICE.

BY: _____
DONNA ALLRED, COUNTY RECORDER
FILE NO. _____

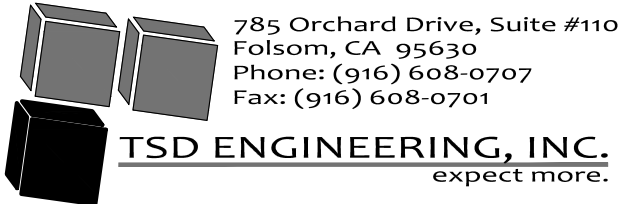
DEPUTY COUNTY RECORDER

AGENDA ITEM 13.8

SHEET 1 OF 4

417

FINAL MAP OF
GRANTLINE 208 VILLAGE 2
SUBDIVISION NO. FM-2018-001-03
BEING ALL OF LOT 2, AS SHOWN ON THE
FINAL MAP OF "GRANTLINE 208 LARGE LOT MAP",
FILED IN BOOK 403 OF MAPS, AT PAGE 6
SACRAMENTO COUNTY RECORDS
CITY OF RANCHO CORDOVA
COUNTY OF SACRAMENTO
STATE OF CALIFORNIA
DECEMBER 2018



LEGEND

- DIMENSION POINT (NOTHING FOUND OR SET)
- FOUND 3/4" IRON PIPE WITH PLUG STAMPED "LS 7375"
- ✱ FOUND 5/8" REBAR WITH PLASTIC CAP STAMPED "LS 7375"
- ◎ SET 3/4" IRON PIPE WITH PLUG STAMPED "LS 7375"
- ⊗ SET 5/8" REBAR WITH PLASTIC CAP STAMPED "LS 7375"
- FOUND SECTION QUARTER CORNER MONUMENT AS NOTED
- ◆ FOUND SECTION CORNER MONUMENT AS NOTED
- I.O.D. IRREVOCABLE OFFER OF DEDICATION
- L.E. LANDSCAPING EASEMENT
- O.R. OFFICIAL RECORDS OF SACRAMENTO COUNTY
- P.E. PEDESTRIAN EASEMENT
- P.U.E. PUBLIC UTILITY EASEMENT
- (R) RADIAL BEARING

REFERENCES

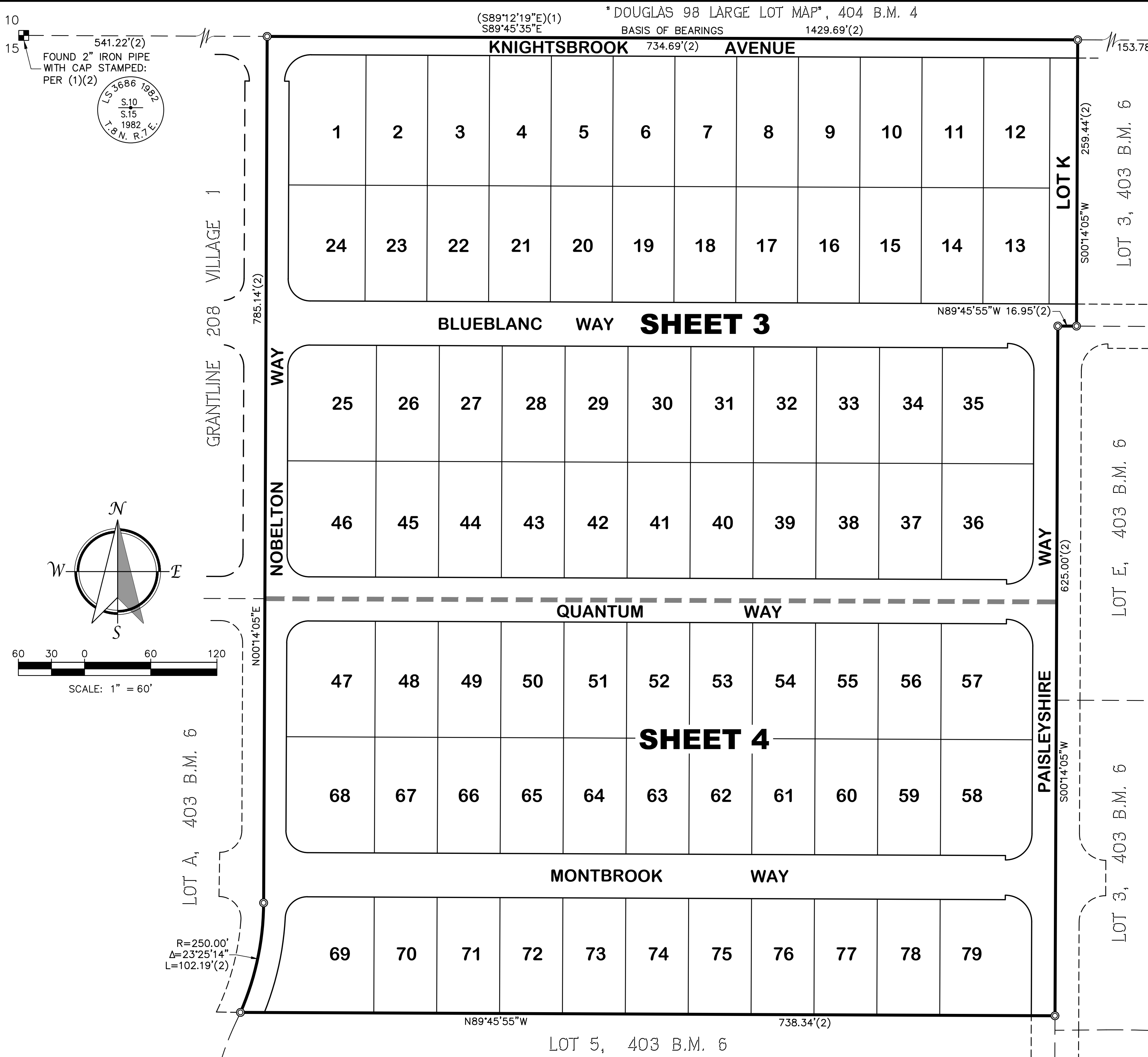
- (1) BOOK 37 OF SURVEYS, AT PAGE 27
- (2) BOOK 403 OF MAPS, AT PAGE 6

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY IS IDENTICAL WITH THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 15, T.8 N., R.7 E., M.D.M., AS SHOWN ON THE FINAL MAP OF "GRANTLINE 208 LARGE LOT MAP", FILED IN BOOK 403 OF MAPS, AT PAGE 6, THE BEARING OF WHICH IS GIVEN AS S89°45'59"E BETWEEN FOUND MONUMENTS SHOWN HEREON.

NOTES

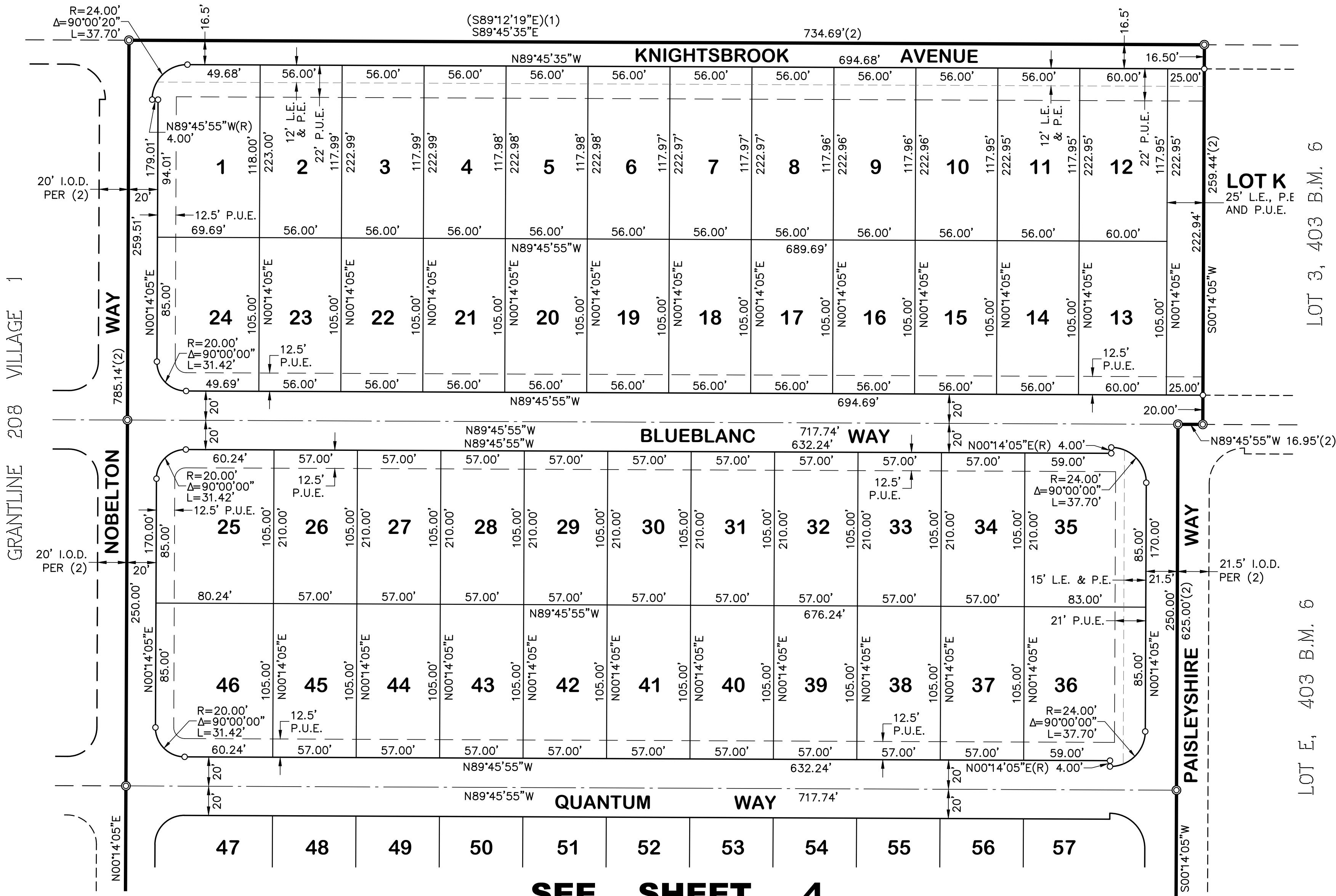
1. THE GROSS AREA OF THIS SUBDIVISION IS 14.690± ACRES, CONTAINING 79 RESIDENTIAL LOTS AND 1 PASEO LOT.
2. ALL CURVES ARE DIMENSIONED WITH RADIUS, CENTRAL ANGLE AND ARC LENGTH.
3. ALL DISTANCES SHOWN HEREON ARE IN U.S. SURVEY FEET AND ARE GROUND DISTANCES.
4. A GEOTECHNICAL ENGINEERING REPORT FOR THIS SUBDIVISION WAS PREPARED BY WALLACE KUHL & ASSOCIATES, WKA NO. 11598.01, DATED OCTOBER 5, 2017.
5. THE PROPERTY INCLUDED IN THIS SUBDIVISION IS SUBJECT TO THE MEMORANDUM OF RECIPROCAL EASEMENT AGREEMENT RECORDED IN BOOK 20160520, PAGE 348, O.R.
6. LOT K FOR LANDSCAPE, PEDESTRIAN AND PUBLIC UTILITY PURPOSES AND SHALL BE GRANTED TO THE CITY OF RANCHO CORDOVA.
7. THERE IS A POSTAL EASEMENT 5.00 FEET IN WIDTH ADJACENT TO ALL PUBLIC ROAD RIGHTS OF WAY SHOWN HEREON.
8. ALL REAR LOT CORNERS SHALL BE MONUMENTED WITH A 5/8" REBAR WITH PLASTIC CAP STAMPED "L.S. 7375", UNLESS OTHERWISE NOTED.
9. ALL FRONT LOT CORNERS SHALL BE MONUMENTED WITH A GASH CUT IN THE BACK OF CURB OR BACK OF SIDEWALK.



FINAL MAP OF
GRANTLINE 208 VILLAGE 2
SUBDIVISION NO. FM-2018-001-03
BEING ALL OF LOT 2, AS SHOWN ON THE
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CITY OF RANCHO CORDOVA
COUNTY OF SACRAMENTO
STATE OF CALIFORNIA
DECEMBER 2018

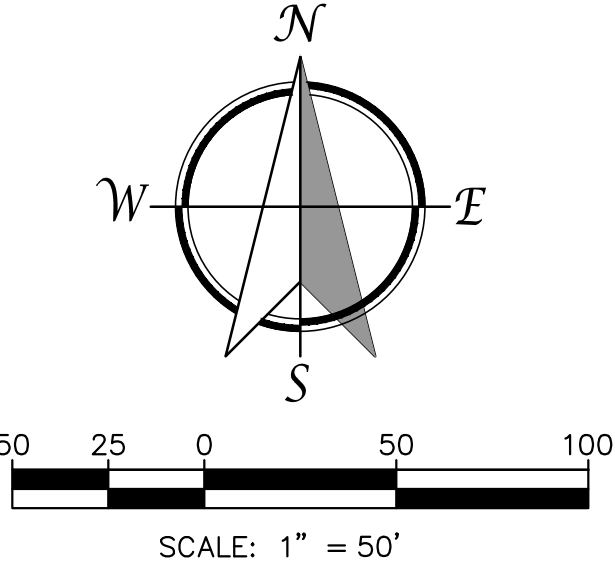
785 Orchard Drive, Suite #110
Folsom, CA 95630
Phone: (916) 608-0707
Fax: (916) 608-0701
TSD ENGINEERING, INC.
expect more.

* DOUGLAS 98 LARGE LOT MAP*, 404 B.M. 4



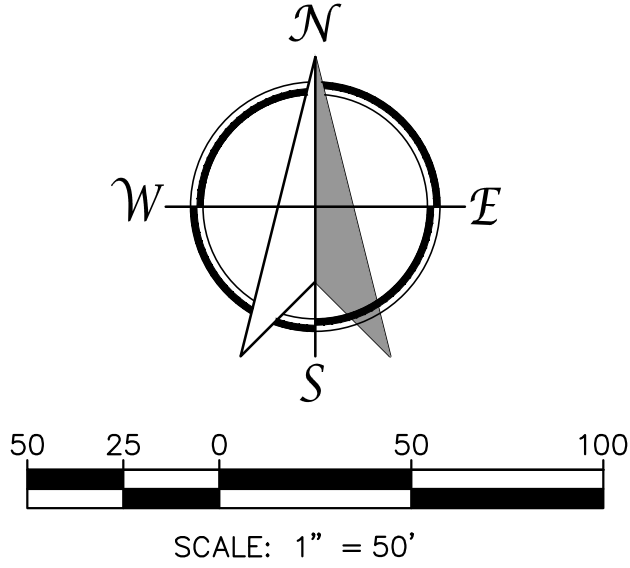
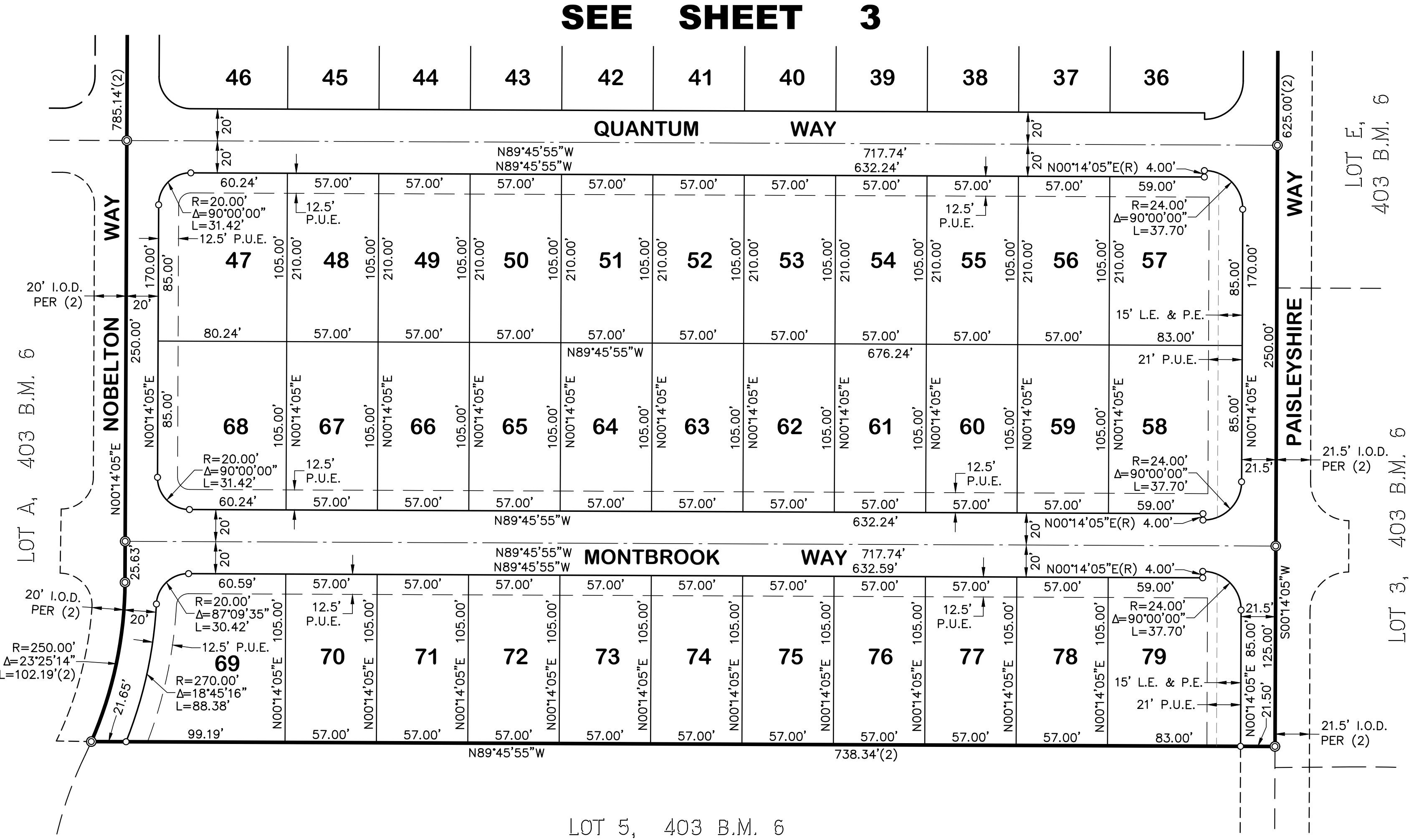
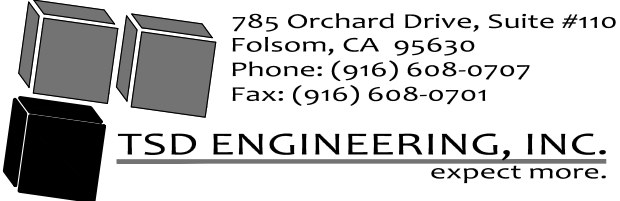
LOT 3, 403 B.M. 6

LOT E, 403 B.M. 6



NOTE
SEE SHEET 2 FOR BASIS OF BEARINGS, LEGEND, NOTES AND REFERENCES.

FINAL MAP OF
GRANTLINE 208 VILLAGE 2
SUBDIVISION NO. FM-2018-001-03
BEING ALL OF LOT 2, AS SHOWN ON THE
FINAL MAP OF "GRANTLINE 208 LARGE LOT MAP",
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SACRAMENTO COUNTY RECORDS
CITY OF RANCHO CORDOVA
COUNTY OF SACRAMENTO
STATE OF CALIFORNIA
DECEMBER 2018



NOTE
SEE SHEET 2 FOR BASIS OF BEARINGS, LEGEND, NOTES AND REFERENCES.



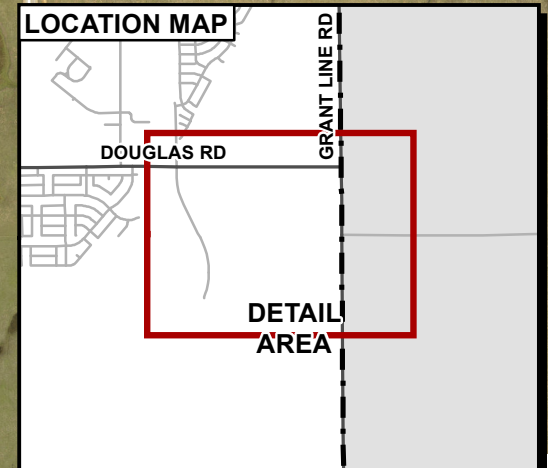
FINAL MAP OF GRANTLINE 208 VILLAGE 2 SUBDIVISION NO. FM-2018-001-03

DOUGLAS RD

AMERICANOS BLVD

GRANT LINE RD

GLORY LN



0 250 500



Feet

Aerial Photo Date: March 2014

MEMORANDUM

DATE: December 3, 2018

TO: Honorable Mayor and Council Members

FROM: Elizabeth Sparkman, Community Development Director
Jeanette Cervantes, Management Technician

SUBJECT: **A RESOLUTION DECLARING A PROTEST HEARING AND AUTHORIZING THE MAILING OF A PROPERTY OWNER BALLOT RELATING TO THE IMPOSITION OF AN ANNUAL STORMWATER UTILITY FEE FOR THE SUNRIDGE VILLAGE PROJECT**



RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution will declare the results of the property owner protest and, if there exists less than a majority protest, authorize the mailing of a ballot to the property owner to approve the levy of the fee to pay for maintenance of storm drainage and flood protection systems for the Sunridge Village project. The action also sets 1:30 p.m. on December 19, 2018 in the office of the City Clerk, as the time and date for the ballot tabulation for the matter.

BACKGROUND

The Sunridge Village project has a condition of approval which requires funding for the operation and maintenance of the storm drainage system. This condition will be satisfied by the participation in the new Stormwater Utility Fee for storm drainage and flood protection services which is the subject of tonight's action.

The property owner of the Sunridge Village project has requested the City annex the project to the City's Stormwater Utility Fee pursuant to the California Health and Safety Code Section 5471 et seq. to provide the method of financing for storm drainage and flood protection services required to meet the condition.

On November 19, 2018 Council adopted a Resolution which established Procedures for the Conduct of a Protest Hearing and Balloting Relating to a Stormwater Utility Fee (the "Procedures") and designated December 3, 2018 at 5:30 p.m. as the time and place for hearing protests in connection with the annual Stormwater Utility Fee for the Sunridge Village project.

DISCUSSION

The property owner has submitted a petition and waiver for the City to institute the proceedings to participate in the Stormwater Utility Fee. This annexation to the Stormwater Utility Fee will include the project generally known as the Sunridge Village project, see ATTACHMENT 2 – Exhibit A. The maintenance services to be funded include the furnishing of services and materials for the ordinary and usual operation, maintenance, and servicing of the storm drain and flood protection systems.

ATTACHMENT 1 is the Resolution declaring the results of the property owner protest and authorizing the mailing of the property owner ballot, as required by Article XIII D of the California Constitution (also known as Proposition 218). The Resolution sets forth the tabulation of ballots on December 19, 2018 at 1:30 p.m. in the office of the City Clerk. The results of the mailed ballot election will be presented to City Council at their regularly scheduled meeting January 22, 2019 and additional actions will be recommended based on the ballot results.

A “Rate Analysis Report” was approved by City Council on September 4, 2014 by Resolution 103-2014 setting Fiscal Year 2014/2015 maximum annual Stormwater Utility Fee amount for each parcel proportionate to the estimated stormwater runoff for each parcel, see ATTACHMENT 3 – Exhibit B. The maximum annual fee will increase each subsequent Fiscal Year by the annual change in the Consumer Price Index (CPI), during the preceding year, for All Urban Consumers, for the San Francisco-Oakland-San Jose areas, published by the United States Department of Labor, Bureau of Labor Statistics.

A sample of the annual Stormwater Utility Fees for Fiscal Year 2018/2019 are summarized in the following table:

Table 1

Land Use Description	Total Area (acres)	Sample Fee
Single Family Residential (SFR1)	0.16	\$125.98
Single Family Residential (SFR2)	0.22	\$138.57
Single Family Residential (SFR3)	0.30	\$148.03
Single Family Residential (SFR4)	0.40	\$157.46
Single Family Residential (SFR5)	1.00	\$157.46
Multi-Family Residential (MFR1)	5.00	\$1102.35
Commercial	1.00	\$1181.10
Industrial	1.00	\$1259.85
Schools	5.00	\$787.40
Private Recreation	1.00	\$393.69
Parks/Greenbelts	2.00	\$157.46
Public Property (with structures)	2.00	\$472.43

ATTACHMENTS

1. Resolution
2. Exhibit A to the Resolution - Boundary Map
3. Exhibit B to the Resolution - Rate Analysis Report

ATTACHMENT 1**CITY OF RANCHO CORDOVA****RESOLUTION XXX-XXX**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA,
STATE OF CALIFORNIA, DECLARING THE RESULTS OF THE PROPERTY OWNER
PROTEST AND AUTHORIZING THE MAILING OF A PROPERTY OWNER BALLOT
RELATING TO THE IMPOSITION OF AN ANNUAL STORMWATER UTILITY FEE FOR
THE SUNRIDGE VILLAGE PROJECT**

WHEREAS, City Council has received petitions and waivers from the owners of not less than 100% of the area of land proposed to be annexed into the Stormwater Utility Fee; and

WHEREAS, on November 23, 2018, the City Clerk caused a notice of the time and place of the hearing thereon and on the proposed annexation to the Stormwater Utility Fee to be published and such public hearing was opened on December 3, 2018; and

WHEREAS, the Council adopted Resolution 103-2014 approving a written report entitled, "Rate Analysis Report," dated September 4, 2014 (the "Written Report") prepared by Harris & Associates and filed with the City Clerk containing a description of each parcel of real property within the City to which the Stormwater Utility Fee is applicable (collectively, the "Identified Parcels") and the amount of the Stormwater Utility Fee for each such Identified Parcel for Fiscal Year 2014-15. The Written Report is on file in the office of the City Clerk and is available for public inspection; and

WHEREAS, City Council adopted a Resolution which established Procedures for the Conduct of a Protest Hearing and Balloting Relating to a Stormwater Utility Fee (the "Procedures") and set the date of public hearing; and

WHEREAS, City Council conducted the public hearing and all interested persons were afforded the opportunity to be heard, and the City Council considered all protests against the annexation to the Stormwater Utility Fee; and

WHEREAS, there was no majority protest of the owner of the Identified Parcel subject to the Proposed Stormwater Utility Fee.

**NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE
CITY OF RANCHO CORDOVA:**

1. The foregoing recitals are true and correct.
2. The City Clerk is hereby authorized and directed to mail a property owner ballot in accordance with law and the Procedures.
3. The date of the ballot tabulation shall be December 19, 2018 at 1:30 pm.
4. The date of the public hearing to report the results of the mailed ballot election shall be January 22, 2018 at 5:30 or as soon thereafter as the matter may be heard.

ATTACHMENT 1

5. The City Council hereby designates Elizabeth Sparkman, Community Development Director, telephone number, (916) 851-8700 to answer inquiries regarding the ballot proceedings and procedural or technical matters.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 3rd day of December, 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

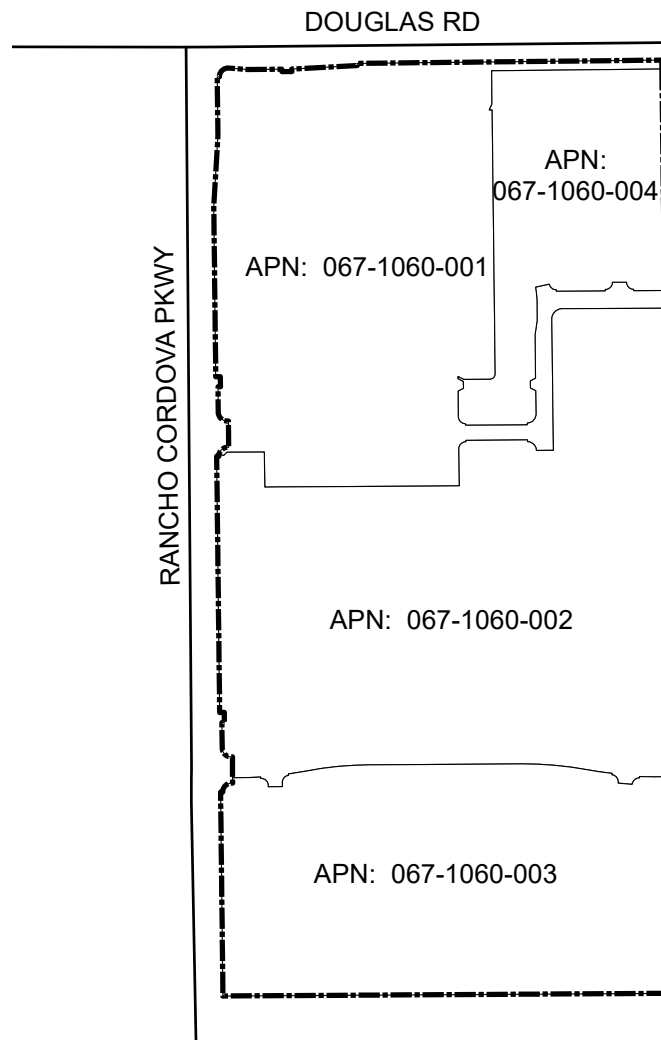
Linda Budge, Mayor

ATTEST:

Stacy Leitner, City Clerk

Exhibit A to the Resolution

CITY OF RANCHO CORDOVA
STORMWATER UTILITY FEE AREA
ANNEXATION 8
(SUNRIDGE VILLAGE)

**Legend**

-  Annexation Boundary
-  Parcel Boundary

**Harris & AssociatesSM**SHAPING THE FUTURE ONE PROJECT AT A TIMESM

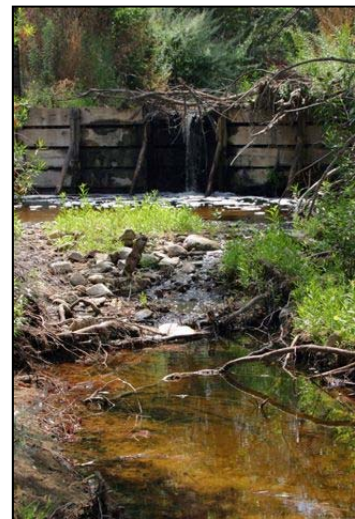
Rate Analysis Report

for the

Stormwater Utility Fee

For the

City of Rancho Cordova



August 7, 2014

Introduction

The City of Rancho Cordova (City) is detaching from the County of Sacramento fee and is creating their own Stormwater Utility Fee, which is being levied per the California Health and Safety Code Section 5471 et seq.

The purpose of this Rate Analysis Report is to:

- Review the Stormwater Utility Fee and improvements to be funded.
- Review the requirements of Article XIID of the State Constitution (Proposition 218) relating to requirements for apportioning the costs associated with the City's stormwater runoff system.
- Analyze and recommend an appropriate rate structure and provide estimated rates based on cost data information provided by the City.

Proposition 218 Requirements

This fee must comply with the provisions of Article XIID of the California Constitution (Proposition 218). Section 6 of Proposition 218 has the following requirements for all "new, extended, imposed or increased" fees and charges:

- 1) "Revenues derived from the fee or charge shall not exceed the funds required to provide the property-related service."
- 2) "Revenues derived from the fee or charge shall not be used for any purpose other than that for which the fee or charge was imposed."
- 3) "The amount of a fee or charge imposed upon any parcel or person as an incident of property ownership shall not exceed the proportional cost of the service attributable to the parcel."
- 4) "No fee or charge may be imposed for a service unless that service is actually used by, or immediately available to, the owner of the property in question. Fees or charges based on potential or future use of service are not permitted. Standby charges, whether characterized as charges or assessments, shall be classified as assessments and shall not be imposed without compliance with [the assessment section of this code]."
- 5) "No fee or charge may be imposed for general governmental services including, but not limited to, police, fire, ambulance or library services where the service is available to the public at large in substantially the same manner as it is to property owners."

Background Information

In accordance with the Federal Clean Water Act of 1972, the United States Environmental Protection Agency (EPA) is required to establish regulations setting forth National Pollution Discharge Elimination System (NPDES) permit standards. The enactment of 1987 amendments to the Federal Clean Water Act (Act) of 1972 imposes permit requirements for discharge of storm waters. The Act allows the EPA to delegate its NPDES permitting authority to states with an approved environmental regulatory program. The State of California is one of the delegated states.

The responsibility for implementing various NPDES permits in the State of California has been delegated to the State Water Resources Control Board (SWRCB). The SWRCB administers NPDES authority through its nine Regional Boards. As an NPDES permittee, the City is required to manage stormwater pollution within its jurisdiction.

In order to provide for the safety of the residents of the City and protect property in the City from the damage associated with flooding and to meet the requirements of the NPDES permit, it is necessary to design, construct, operate, maintain, improve and replace storm drainage facilities which collect storm and surface water runoff and convey and treat such runoff in a safe manner to an acceptable point of discharge. It is also necessary to inspect, monitor, and take enforcement action related to illegal dumping, and illicit discharges. In order to properly fund such facilities and activities, the City has determined that it is necessary to impose on all developing properties in Rancho Cordova a user charge for storm drainage service.

Based on the 2030 General Plan and current specific plan areas, Rancho Cordova is expected to develop as shown in Table 1 below. The proposed boundary for the stormwater utility is shown in Appendix A.

Table 1 – Land Use

	Land Use/ Zoning Description	Total Acres	Total Units
Residential:			
LDR	SF (2.1-6.0 DU/AC)	2,635	13,156
	MD (6.1-12 DU/AC)	322	2,524
MDR	MD (6.1-18.0 DU/AC)	1,852	13,231
	MD (14.0-29.9 DU/AC)	60	885
HDR	HD (18.1-40.0 DU/AC)	192	4,372
	HD (30+ DU/AC)	30	825
	Residential Total	5,090	34,993
Non-Residential:			
VC	Village Commercial	202	
LTC	Local Town Center	134	
RTC	Regional Town Center	172	
BP	Business Park	158	
MP	Industrial Park	283	
Education:			
HS/MS	High School/Middle School	356	
MS	Middle School	20	
ES	Elementary School	102	
Open Space & Public:			
CP	Community Park	313	
P/QP	Public/Quasi Public	37	
NP	Neighborhood Park	194	
SWD	Storm Water Detention	186	
WP	Wetland Preserve	745	
DP	Drainage Parkway	270	
PR	Private Recreation	63	
OS	Open Space	168	
OS/P	Open Space/Preserve	279	
LC	Landscape Corridors	123	
GB	Green Belts	54	
ROW	Right-of-way	596	
BR/WP	Reservoir / Wetland Preserve	528	
S	Sewer Lift Station / Utility Substa	14	
	Vacant (unknown dev plan)	595	
	Total Non-residential	5,590	
	Total Residential & Non-Res	10,680	

A more detailed land use table by development area is shown in Appendix D.

This development is expected to require significant stormwater drainage and flood control facilities. Based on the development area and improvements that were required in four (4) recent developments

within the County of Sacramento, Table 2 summarizes the improvements that are expected once development is complete.

Table 2 – Expected Improvements

Infrastructure Type	Quantity	
Inlets	6,400	LF
Manholes	4,460	LF
66" Pipe	3,950	LF
60" Pipe	10,280	LF
54" Pipe	11,140	LF
48" Pipe	10,210	LF
42" Pipe	28,620	LF
36" Pipe	42,420	LF
30" Pipe	51,050	LF
27" Pipe	540	LF
24" Pipe	91,960	LF
21" Pipe	2,230	LF
18" Pipe	100,300	LF
15" Pipe	101,300	LF
12" Pipe	529,890	0
10" Pipe	4,170	0
Creeks and Channels	80	AC
Basins	320	AC

Services Funded

Expenditures from the revenue generated from the Stormwater Utility Fee are intended to comply with the requirements set forth in the NPDES permit. The activities and services funded by this fee include, but are not limited to:

1. Administration and oversight of the requirements set forth in the NPDES permit to City departments, developments, and local agencies.
2. Respond to and investigate incidents of illicit discharges and illegal connections to the storm drain system.
3. Periodically inspect facilities for proper handling of materials, chemicals, pollutants, garbage, waste, and debris and prevent any discharges to the storm drain system.
4. Regularly clean and maintain catch basins, the flowline, and storm drainage facilities.
5. Installation and maintenance of water quality devices required to keep pollutants out of the storm drain system.
6. Discourage illegal dumping or discharge of pollutants into the storm drain system by stenciling all City-owned catch basins with a "No Dumping" message.
7. Augment public education and outreach programs in regards to the proper use and function of the storm drainage system and the receiving waters.

8. Develop programs to promote, publicize, and facilitate public reporting of illicit discharges to the storm drain system.
9. Encourage the proper disposal of household hazardous waste (HHW) to prevent the improper disposal to the storm drain system or to the sewer system.
10. Discourage the improper disposal of litter, garden clippings, leaves, and pet waste into the street or the storm drain system.
11. Capital replacement of storm drainage and flood control improvements at the end of the expected useful life for such improvements.

Rate Structure Analysis

Section 6.b of Article XIID of the State Constitution (Proposition 218) states that:

“The amount of a fee or charge imposed upon any parcel or person as an incident of property ownership shall not exceed the proportional cost of the service attributable to the parcel.”

and

“No fee or charge may be imposed for a service unless that service is actually used by, or immediately available to, the owner of the property in question.”

By definition, all properties that shed stormwater into the City’s stormwater drainage system use, or are served by, the City’s stormwater drainage system. The amount of use attributed to each parcel is measurable by the amount of storm runoff contributed by the property, which is directly proportional to the amount of impervious area on a parcel (such as buildings and concrete). The more impervious area on a property, the more storm runoff the property generates, the more demand placed on the storm drain system.

The amount each parcel uses the stormwater drainage system is computed by the following formula:

$$(\text{Parcel Area}) \times (\text{Impervious Percentage}) = \text{Drainage Units}$$

The typical percent impervious (% Impervious) for land uses in the City, have been applied for the purposes of estimating the runoff generated by each property. These are shown in Appendix B.

The more Drainage Units a parcel has, the more storm run-off it generates, and the more it uses and impacts the stormwater drainage system.

It is standard practice to relate other land uses to a developed single family residential (SFR) parcel, instead of working exclusively with drainage units. The median size of a SFR parcel will be approximately 0.16 acre. Therefore, it makes sense to relate all parcels to this median residential property. The runoff from a 0.16-acre SFR parcel is set equal to one Drainage Measurement Unit (DMU) and this base DMU is calculated as follows:

$$(0.16 \text{ acres of area}) \times 50\% = 0.0800 \text{ Impervious Area} = 1 \text{ DMU}$$

Single Family Residential Parcels

As a SFR property increases in size over the median parcel size, the typical percentage of impervious area decreases, as shown in Appendix B. Conversely, as a SFR parcel decreases in size below the median parcel size, the typical percentage of impervious area increases, and such increase is typically proportional to the decrease in size. Therefore, SFR properties are separated into five (5) groups. The median parcel area for each group was used and their DMUs are calculated as follows:

<u>SFR Category</u>	<u>DMU/ Formula</u>
SFR1 – SFR parcels 0.16 acres or less	1.00 DMU
SFR2 – SFR parcels 0.17 - 0.25 acres	1.10 DMUs
SFR3 – SFR parcels 0.26 – 0.33 acres	1.175 DMUs
SFR4 – SFR parcels 0.34 – 0.50 acres	1.25 DMUs
SFR5 – SFR parcels greater than 0.50 acres	$1.25 + \frac{[(\text{acres} - 0.50) \times 5\%]}{0.0800} = \text{DMUs}$

Multi-Family Residential Parcels

Multi-Family Residential (MFR) units (including condominiums) are split into categories by the density, or number of dwelling units per acre (DU/Ac) as follows:

<u>MFR Category</u>	<u>Density</u>	<u>% Impervious</u>
MFR1 - High Density	Greater than 18 DU/Ac	75%
MFR 2 - Med Density	10 – 18 DU/Ac	70%

$$\frac{\text{Acreage} \times \% \text{Impervious}}{0.0800} = \text{DMUs}$$

Condominium unit parcel areas are calculated by dividing the total area of the condominium complex (which includes the common area) by the number of condominium units, and the total imperviousness of the entire complex is attributed to each individual condo parcel in the complex. (This divides the runoff of the entire complex to each of the individual units.) Because these condominium common areas are taken into consideration in this manner, they are exempt from the charge.

Non- Residential Parcels

All non-residential parcel DMUs will be based on the impervious area (runoff coefficient) table shown in Exhibit B, using the following formula:

$$\frac{\text{Acreage} \times \% \text{Impervious}}{0.0800} = \text{DMUs}$$

All parcels draining into Rancho Cordova Stormwater Utility Fee-maintained drainage infrastructure are proposed to be charged the same user fee rate per DMU for stormwater runoff treatment. The Rancho Cordova Stormwater Utility Fee is proposed in perpetuity.

For the purposes of this report, City-maintained drainage infrastructure includes streets, pipes, inlets, outlets, and natural drainage courses. Parcels related to these types of property uses are exempt from the runoff charge, as they are part of the infrastructure being funded. Also exempt from the runoff charge is Caltrans right-of-way, because Caltrans handles its own runoff under a separate NPDES permit.

Drainage units may be adjusted based on appeal from the property owner. See the Appeals Process below.

Table 3, below, provides a preliminary summary of DMUs for the various land uses in Rancho Cordova.

Table 3 – Drainage Measurement Unit Summary Table

Landuse Description	Number of Units	Total Area (acres)	Impervious Area (acres)	DMUs
SINGLE FAMILY RESIDENTIAL (SFR1)	15,107	2,028		15,107.00
SINGLE FAMILY RESIDENTIAL (SFR2)	13,790	2,776		15,169.00
SINGLE FAMILY RESIDENTIAL (SFR3)	14	4		16.45
SINGLE FAMILY RESIDENTIAL (SFR4)				-
SINGLE FAMILY RESIDENTIAL (SFR5)				-
MULTI-FAMILY RESIDENTIAL (MFR1)	6,082	282		2,639.06
COMMERCIAL		666	499	6,240.00
INDUSTRIAL		283	226	2,830.00
SCHOOLS		478	239	2,985.00
PRIVATE RECREATION		63	16	195.31
PARKS/GREENBELTS		561	140	1,752.47
PUBLIC		51	15	190.13
TOTAL	34,993	7,190		47,124

Cost Estimate

Table 4 below shows the estimated costs to maintain infrastructure in the developing areas. Unit costs for maintenance were derived using budget information provided by the County, since the County currently maintains the storm drainage system. The budget information is shown in Appendix C.

Table 4 – Estimated Costs

	Estimated Quantity	Unit	Cost (\$/unit)	Frequency	Total Cost/Year
Maintenance Costs:					
Trunk Lines (larger than 24") - TV Lines	158210	LF	\$ 7.50	25 years	\$ 47,463.00
Drainage Lines 10"-24" Cleaning	829850	LF	\$ 3.00	10 years	\$ 248,955.00
Drainage Lines 10"-24" TV	829850	LF	\$ 7.50	25 years	\$ 248,955.00
Creek and Channel Maintenance and Repair	65070	LF	\$ 0.75	1 year	\$ 49,009.83
Pipe Repairs	998920	LF	\$ 0.45	1 year	\$ 451,380.43
Creeks and Channels Mowing	80	AC	\$6,825	1 year	\$ 546,000.00
Creeks and Channels Herbicides	80	AC	\$680	1 year	\$ 54,400.00
HydroMod Basin Maintenance	320	AC	\$4,830	1 year	\$ 1,545,600.00
Basin De-silt	320	AC	\$1,000	25 years	\$ 12,800.00
Basins Herbicides	320	AC	\$761	1 year	\$ 243,360.00
Replacement Costs:					
Inlets	6400	EA	\$2,000	75 years	\$170,667
Manholes	4460	EA	\$3,500	75 years	\$208,133
66" Pipe	3950	LF	\$550	100 years	\$21,725
60" Pipe	10280	LF	\$475	100 years	\$48,830
54" Pipe	11140	LF	\$400	100 years	\$44,560
48" Pipe	10210	LF	\$325	100 years	\$33,183
42" Pipe	28620	LF	\$275	100 years	\$78,705
36" Pipe	42420	LF	\$225	100 years	\$95,445
30" Pipe	51050	LF	\$175	100 years	\$89,338
27" Pipe	540	LF	\$150	100 years	\$810
24" Pipe	91960	LF	\$125	100 years	\$114,950
21" Pipe	2230	LF	\$115	100 years	\$2,565
18" Pipe	100300	LF	\$105	100 years	\$105,315
15" Pipe	101300	LF	\$95	100 years	\$96,235
12" Pipe	529890	LF	\$85	100 years	\$450,407
10" Pipe	4170	LF	\$75	100 years	\$3,128

Total: \$5,011,917

Annual Fee Administration: \$45,000

Operating (Cash Flow) Reserve (10% of Maintenance Costs): \$344,792

Estimated Total: **\$5,401,709**

Fee Calculations

The estimated annual costs for the proposed storm drain improvements are \$5,401,709 as shown in Table 4 above. Dividing that by the total number of proposed DMU's in Rancho Cordova (47,124), the maximum estimated annual Stormwater Utility Fee rate is **\$114.63 per DMU**.

This would be the proposed maximum fee rate for fiscal year 2014-15. The maximum rate will be increased each subsequent Fiscal Year by the annual change in the Consumer Price Index (CPI), during the preceding year, for All Urban Consumers, for the San Francisco-Oakland-San Jose areas, published by the United States Department of Labor, Bureau of Labor Statistics (or a reasonably equivalent index should the stated index be discontinued, as determined by the Director of Public Works).

The actual rate to be levied each year will be as approved by the City at a public hearing, after they consider an Annual Fee Report outlining the estimated annual costs of the program for the ensuing fiscal year.

Table 5 provides sample fee calculations for various land uses and parcel sizes.

Table 5 – Sample Calculations

Land Use Description	Total Area (acres)	Impervious Area (acres)	DMUs	Sample Fee
SINGLE FAMILY RESIDENTIAL (SFR1)	0.16		1.000	\$ 114.63
SINGLE FAMILY RESIDENTIAL (SFR2)	0.22		1.100	\$ 126.09
SINGLE FAMILY RESIDENTIAL (SFR3)	0.30		1.175	\$ 134.69
SINGLE FAMILY RESIDENTIAL (SFR4)	0.40		1.250	\$ 143.28
SINGLE FAMILY RESIDENTIAL (SFR5)	1.00		1.563	\$ 179.10
MULTI-FAMILY RESIDENTIAL (MFR1)	5.00	3.75	46.875	\$ 5,373.12
COMMERCIAL ¹	1.00	0.75	9.375	\$ 1,074.62
INDUSTRIAL	1.00	0.80	10.000	\$ 1,146.27
SCHOOLS	5.00	2.50	31.250	\$ 3,582.08
PRIVATE RECREATION	1.00	0.25	3.125	\$ 358.21
PARKS/GREENBELTS	2.00	0.20	2.500	\$ 286.57
PUBLIC	2.00	0.60	7.500	\$ 859.70

¹ Average of Downtown and Neighborhood Commercial as shown in Appendix B

The Preliminary Charge Roll, which is a listing of each parcel to be charged a fee and its proposed maximum fee for FY 2014-15, is on file in the office of the City Clerk.

Appeals Process

If a property owner disagrees with the calculation of his or her fee, based on the parcel area and estimated impervious percentage assigned to the property, then the property owner may appeal the calculation as follows:

1. Property owner must provide written documentation explaining the reason why the charge should be changed. This documentation must include:
 - a. The name, phone number, mailing address, and email address, if available, of the property owner.
 - b. The Assessor's Parcel Number (APN) of the property in question.
2. If additional documentation is required or insufficient documentation was submitted, a representative of the Department of Public Works (Staff) will notify the property owner in writing.
3. Once Staff has determined that sufficient documentation has been submitted, Staff will perform the initial review. Staff will notify the property owner in writing within four (4) weeks from the time sufficient documentation was submitted as to whether or not the fee amount will be changed.
 - a. If the determination is to change the fee amount, then the new fee amount will be documented within the City's fee database.

- b. If the determination is that the fee should not be changed, the property owner can appeal Staff's decision to the Director of Public Works. The appeal must be made in writing and returned no later than four (4) weeks from the date of mailing of Staff's initial review decision. The Director of Public Works will notify the property owner in writing within four (4) weeks from the date of receipt of the appeal as to whether or not the fee amount will be changed.

If the owner of any parcel shall have reason to feel that the computation of the DMU for his/her parcel is not correct, that person may file an appeal with the Director of Public Works in the manner prescribed by the Director of Public Works. The Director of Public Works will consider all data provided by the appellant and shall render a decision in writing. The decision of the Director of Public Works will be final with respect to City action on the appeal.

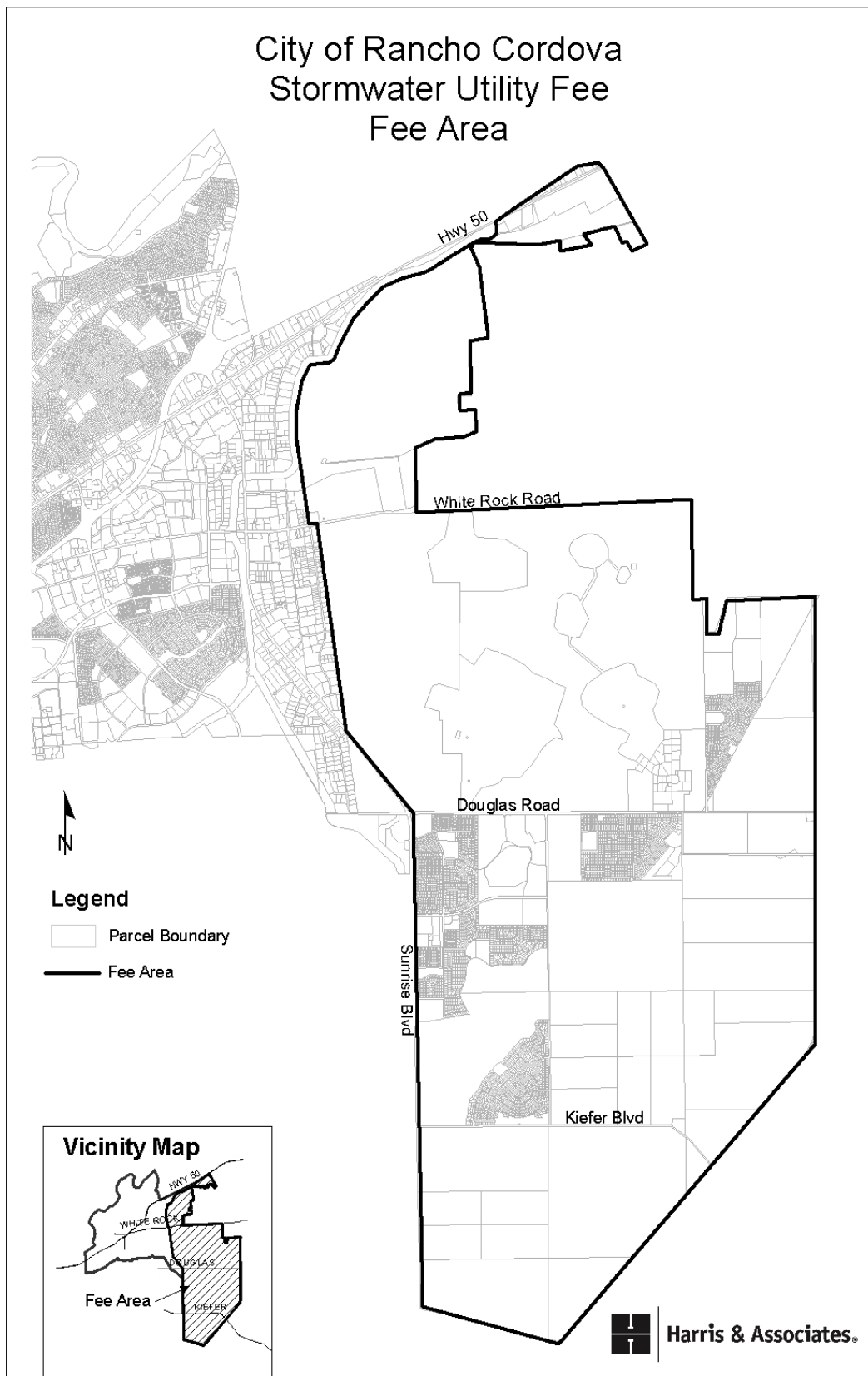
Appeals will be accepted annually up until June 30 for inclusion on the following fiscal year's property tax roll submittal. However, if an appeal is granted by Staff or the Director of Public Works that does not permit inclusion for the following fiscal year's property tax roll submittal, a reimbursement will be provided to the property owner by the City.

Respectfully submitted:

Harris & Associates

Dennis A. Anderson
Senior Project Manager

APPENDIX A



APPENDIX B

Runoff Coefficient

Land Use	Impervious
Single Family Residential less than 0.166 acres	50%
Single Family Residential 0.166 acres to 0.250 acres	40%
Single Family Residential 0.251 acres to 0.330 acres	30%
Single Family Residential 0.331 acres to 0.500 acres	25%
Single Family Residential Over 0.500 acres (excluding the first 0.500 acres)	5%
High-Density Residential (including Apartments and Mobile Home Parks)	75%
Condominiums	70%
Commercial Downtown Areas ¹	80%
Commercial Neighborhood Areas	70%
Industrial	80%
Schools	50%
Parks	25%
Greenbelts	10%

Footnotes:

¹ City of Rancho Cordova Municipal Code Chapter 15.

Sources:

1. Yolo County City/County Drainage Manual, February 2010.
2. Stormwater Quality Design Manual for the Sacramento and South Placer Regions, May 2007.

Appendix C

Cost Information

County of Sacramento/City of Rancho Cordova
Current Storm Drain Maintenance Costs

Pipe Repair Costs

Budget Classification		Repair Type	Actual Expenditures for FY 11/12	FY 13/14 Budget
County North				
	OCUO	Drain Line Upgrade or Repair	\$ 630,912.90	\$ 630,912.90
	OFFO	Fence Repair	\$ 19,343.41	\$ 19,343.41
	OHKO	Inlet Outfall Repair	\$ 455,724.02	\$ 455,724.02
	OMSO	Erosion Control	\$ 26,189.60	\$ 26,189.60
	OY8O	Manhole Repair	\$ 63,362.44	\$ 63,362.44
	RAMP	ADA Compliant Ramp	\$ -	\$ -
	Overhead	36.39%	\$ 435,026.56	\$ 435,026.56
		Total Budget=	\$ 1,630,558.93	\$ 1,630,558.93
County South				
	OCUO	Drain Line Upgrade or Repair	\$ 105,317.24	\$ 105,317.24
	OFFO	Fence Repair	\$ 35,802.01	\$ 35,802.01
	OHKO	Inlet Outfall Repair	\$ 214,660.90	\$ 214,660.90
	OMSO	Erosion Control	\$ -	\$ -
	OY8O	Manhole Repair	\$ 8,585.40	\$ 8,585.40
	RAMP	ADA Compliant Ramp	\$ -	\$ -
	Overhead	23.51%	\$ 85,667.45	\$ 85,667.45
		Total Budget=	\$ 450,033.00	\$ 450,033.00
Rancho Cordova				
	OCUO	Drain Line Upgrade or Repair	\$ 222,809.74	\$ 229,850.53
	OFFO	Fence Repair	\$ 26,326.14	\$ 27,158.05
	OHKO	Inlet Outfall Repair	\$ 224,877.26	\$ 231,983.38
	OMSO	Erosion Control	\$ -	\$ -
	OY8O	Manhole Repair	\$ 4,498.84	\$ 4,641.00
	RAMP	ADA Compliant Ramp	\$ -	\$ -
	Overhead	23.51%	\$ 112,504.88	\$ 116,060.03
		Total Budget=	\$ 591,016.86	\$ 609,692.99
Total LF of Pipes				
		County	7,865,755	7,865,755
		Rancho Cordova	1,349,271	1,349,271
Cost/LF of pipe for Repairs				
		County	\$ 0.26	\$ 0.26
		Rancho	\$ 0.44	\$ 0.45

* Costs were increased for 12/13 based on comparing actual expenditures in 11/12 with actual expenditures in 12/13.

County of Sacramento/City of Rancho Cordova
Current Storm Drain Maintenance Costs

Creek and Channel Cleaning

Budget Classification		Repair Type	Actual Expenditures FY 11/12	FY 13/14 Budget
County	OCCO	Inspect Channels	\$ 149,684.06	\$ 149,684.06
	ODSO	Clean, Inspect trach Racks and Box Culverts	\$ 203,337.83	\$ 203,337.83
	OF8O	Sandbag Distribution	\$ 5,184.60	\$ 5,184.60
	OFCO	Drainage Response	\$ 82,451.66	\$ 82,451.66
	OFDO	Concrete Channel Cleaning Bobcat	\$ 552,150.54	\$ 552,150.54
	OHWO	Vegetation Removal County Forces		
	OJZO	Clean and Inspect Outfall Structures	\$ 191,840.84	\$ 191,840.84
	OLCO	Access Road Maintenance	\$ -	\$ -
	OLDO	Mowing		
	OMPO	Expose Pipe End Mechanically	\$ 2,720.90	\$ 2,720.90
	OMRO	Channel Cleaning Mechanical	\$ 49,087.50	\$ 49,087.50
	OORC	Rodent Control	\$ 32,695.06	\$ 32,695.06
	OTVD	Tree Removal	\$ 79,463.44	\$ 79,463.44
	OVDO	Dry Spoil Dumping	\$ 8,137.34	\$ 8,137.34
	OWCO	Weed Control Chemical		
	Overhead	36.39%	\$ 493,691.29	\$ 493,691.29
	Total Budget=		\$ 1,850,445	\$ 1,850,445
County	OCCO	Inspect Channels	\$ 1,797.15	\$ 1,797.15
	ODSO	Clean, Inspect trach Racks and Box Culverts	\$ -	\$ -
	OF8O	Sandbag Distribution	\$ 2,464.80	\$ 2,464.80
	OFCO	Drainage Response	\$ 1,293.11	\$ 1,293.11
	OFDO	Concrete Channel Cleaning Bobcat	\$ 144,294.58	\$ 144,294.58
	OHWO	Vegetation Removal County Forces		
	OJZO	Clean and Inspect Outfall Structures	\$ -	\$ -
	OLCO	Access Road Maintenance	\$ 57,345.54	\$ 57,345.54
	OLDO	Mowing		
	OMPO	Expose Pipe End Mechanically	\$ -	\$ -
	OMRO	Channel Cleaning Mechanical	\$ 32,935.75	\$ 32,935.75
	OORC	Rodent Control	\$ -	\$ -
	OTVD	Tree Removal	\$ 214,736.46	\$ 214,736.46
	OVDO	Dry Spoil Dumping	\$ -	\$ -

Budget Classification		Repair Type	Actual Expenditures FY 11/12	FY 13/14 Budget
	OWCO	Weed Control Chemical		
	Overhead	23.51%	\$ 106,945.71	\$ 106,945.71
	Total Budget=		\$ 561,813	\$ 561,813
Rancho Cordova	OCCO	Inspect Channels	\$ -	\$ -
	ODSO	Clean, Inspect trach Racks and Box Culverts	\$ 413.30	\$ 413.30
	OF8O	Sandbag Distribution	\$ -	\$ -
	OFCO	Drainage Response	\$ -	\$ -
	OFDO	Concrete Channel Cleaning Bobcat	\$ 65,905.39	\$ 65,905.39
	OHWO	Vegetation Removal County Forces		
	OJZO	Clean and Inspect Outfall Structures	\$ -	\$ -
	OLCO	Access Road Maintenance	\$ -	\$ -
	OLD0	Mowing		
	OMPO	Expose Pipe End Mechanically	\$ -	\$ -
	OMRO	Channel Cleaning Mechanical	\$ -	\$ -
	OORC	Rodent Control	\$ -	\$ -
	OTVD	Tree Removal	\$ -	\$ -
	OVDO	Dry Spoil Dumping	\$ -	\$ -
	OWCO	Weed Control Chemical		
	Overhead	23.51%	\$ 15,592.45	\$ 15,592.45
	Total Budget=		\$ 81,911	\$ 81,911
Total LF of Channels				
		Rancho Cordova (unlined)	74,628	74,628
		Rancho Cordova (lined)	37,562	37,562
		Total Rancho Cordova	112,189	112,189
		County (unlined)	1,677,768	1,677,768
		County (lined)	216,153	216,153
		Total County	1,893,920	1,893,920
Cost/LF of Channel for Cleaning:				
		County	\$ 1.27	\$ 1.27
		Rancho	\$ 0.73	\$ 0.75

* Costs were increased for 12/13 based on comparing actual expenditures in 11/12 with actual expenditures in 12/13.

County of Sacramento/City of Rancho Cordova
Current Storm Drain Maintenance Costs

Activity	Size/Location	Cost/LF	Frequency	Notes
Pipes/Channels				
Hydro Cleaning	6"-24"	\$ 3.00	10 years	
TV Lines	all	\$ 7.50	25 years	
Creek and Channel Cleaning	Rancho	\$ 0.75	each year	Within SWU Budget
	Sac County	\$ 1.27		
Pump Maintenance	Covered within budget			Per County Staff Assume no pumps in new areas.
Repairs	2 crews year round	SWU funds support this		
Hydromod Basin		cost/ac		
Maintenance		\$ 4,830.00	annul	see detailed estimate
Herbicides		\$ 325.00	2 x's/year	
Additional costs				
Pesticide Control Advisor		\$ 20,000.00	annually	
Engineering admin support with regulatory agencies		10%	of maint costs/year	
Supervisors and managers		5%	of maint costs/year	

Hydromod Basin Maintenance

Basin Maintenance Costs	Cost per Acre
Trash Clean-up and Disposal (4 x's/year)	\$ 1,200
Mowing (2 x's/year)	\$ 200
Inspection 4 x's/year	\$ 1,600
Erosion Repair	\$ 800
Vegetation and Landscape Maintenance	\$ 800
Sub-total	\$ 4,600
Over-head Mark-up (5%)	\$ 230
Total Cost	\$ 4,830

Inspection Includes: Examine gates, fences and access ramp for damage and overgrown vegetation, check basin slopes for erosion, excess vegetation, debris and animal burros, check flow line for excess vegetation and sediment, check for erosion at water line, large/floating debris, and excess vegetation. Check for debris, creacks and instructure, and erosion at inlets and outlets. Also check access control racks for debris and to snrue they are locked and secured. Check riprap at inlet weir

Appendix D

Detailed Land Use Data

AC, Landuse & units derived from GIS/Aerials

		Arista Del Sol		Arboretum		Douglas 98		Douglas 103		Grantline 208		Montelena		Rio Del Oro		Suncreek		The Ranch (Sunridge)		Sunridge Lot J		Westborough		North Douglas II		Heritage Falls		Anatolia IV		Anatolia		Sunridge							
	Land Use/ Zoning Description	AC	Units	AC	Units		AC	Units	AC	Units	AC	Units	AC 2012	Units 2012	AC	Units	AC 2013	Units 2012		AC 2013	Units 2012		Est.	Units 2013	AC	Units	AC	Units	AC	Units	AC	Units	GIS AC	GIS Units	GIS AC	GIS Units	Total Acres	Total Units	
Residential:																																							
LDR	SF (2.1-6.0 DU/AC)	35.3	176	144.8	698				3.7	14	44.7	276	71.4	388	1,518.5	7,593	179.4	899		142.3	694		35.8	179	347.2	1,580		17.70	153.00	72.20	303.00	21.60	203.00					2,635	13,156
	MD (6.1-12 DU/AC)																321.5	2,524																	322	2,524			
MDR	MD (6.1-18.0 DU/AC)	83.8	556	290.0	2,334	^a	94.2	528	28.2	287	42.8	227	54.4	402	256.0	2,048	43.7	286	^c	105.4	685		17.5	192	146.8	1,389			92.10	525.00			450.8	2,831	146.4	941	1,852	13,231	
	MD (14.0-29.9 DU/AC)			60.4	885																															60	885		
HDR	HD (18.1-40.0 DU/AC)														98.0	1,960	44.2	980		12.2	378	[*]			30.4	922			6.80	132.00							192	4,372	
	HD (30+ DU/AC)			29.5	825																															30	825		
	Residential Total	119.1	732		524.7		94.2	528	31.9	301	87.5	503	125.8	790	1,872.5	11,601	588.8	4,689		259.9	1,757		53.3	371	524.4	3,891		17.7	153	171	960	22	203	450.8	2,831	146.4	941	5,090	34,993
Non-Residential:																																							
VC	Village Commercial			16.9					19.5						16.6		22.0			13.5					93.3												202		
LTC	Local Town Center			30.4													20.0							83.5													134		
RTC	Regional Town Center			0.9													113.0		58.4																		172		
BP	Business Park	6.6		65.0													86.0																				158		
MP	Industrial Park																283.0																				283		
Education:																																							
HS/MS	High School/Middle School			72.6													78.0		110.9	^b					94.0	^b											356		
MS	Middle School																20.0																				20		
ES	Elementary School			21.2							10.6						54.0												5.50			10.8					102		
Open Space & Public:																																							
CP	Community Park	11.4		60.7							7.8						107.0		44.9		29.3				52.3												313		
P/QP	Public/Quasi Public			2.0									3.2				7.5		12.3						10.6							1.1					37		
NP	Neighborhood Park	3.1		3.8			8.2		5.2		3.4		20.8				67.5		17.0		8.6		6.4				0.71		17.20		3.70		21.2		7.0		194		
SWD	Storm Water Detention	4.0															39.0		53.5		24.3						4.00		17.40				9.5		9.6		186		
WP	Wetland Preserve	55.8							43.8		81.0		54.5				510.0																				745		
DP	Drainage Parkway																138.0		5.0						104.6				15.30					7.2		270			
PR	Private Recreation																54.0												4.20			4.3				63			
OS	Open Space			144.5													22.0										0.60		0.80								168		
OS/P	Open Space/Preserve																12.0		45.6		174.0				47.7											279			
LC	Landscape Corridors	1.1					2.8										82.0		19.2									2.70		1.30		13.4		0.7		123			
GB	Green Belts										2.6						51.0																			54			
ROW	Right-of-way	9.5		104.3					8.5		5.3		22.4				192.0		82.6		20.5		14.5		127.1				6.90		2.20						596		
BR/WP	Reservoir / Wetland Preserve			302.8															205.1								19.80										528		
S	Sewer Lift Station / Utility Substation			1.0																												6.6		6.4			14		
	Vacant (unknown dev plan)																															567.4		27.3			595		
	Total Non-residential	91.5		826.1			11.0		79.6		123.1		127.1		1,956.0		676.5		270.2		20.9			613.1		25.1	0.0	70.0	0.0	7.2	0.0	634.3		58.2			5,590		
	Total Residential & Non-Res	210.6	732.0	1,350.8	4,742.0		105.2	528.0	111.5	301.0	210.6	503.0	252.9	790.0	3,828.5	11,601.0	1,265.3	4,689.0		530.1	1,757.0		74.1	371.0	1,137.5	3,891.0		42.8	153.0	241.1	960.0	28.8	203.0	1,085.1	2,831.0	204.6	941.0	10,680	

Notes: All data is from recent plans received in Nov 2013 unless specified otherwise.
^a Arboretum has 2 MD residential classifications. The first line is for 6.1-13.9 DU/AC (instead of 6.1-18)
^b Acreage for all schools
^c Suncreek has 2 MD residential classifications. The second line is for 12.1-18 DU/AC (instead of 6.1-18)

Includes April 2012
Amendment

AC estimated

MEMORANDUM

DATE: December 3, 2018

TO: Honorable Mayor and Council Members

FROM: Kim Juran-Karageorgiou,
Administrative Services Director



SUBJECT: A Resolution Authorizing the City to Participate in the Bond Opportunities for Land Development (BOLD) Program and Establishing Guidelines for Use of Alternative Land Secured Financing Programs

RECOMMENDATION

Receive Information on the California Municipal Finance Authority (CMFA) BOLD Program and Adopt a Resolution authorizing the City to participate in BOLD. Establish guidelines for the use of alternative land secured financing programs.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution authorizing the City to participate in the BOLD program will offer the Rancho Cordova development community another means to finance new or continuing construction of infrastructure and public facilities through bonds issued by the CMFA. Pooled financing programs such as BOLD are ideal for project financings of less than \$5 million since they provide efficiencies and cost savings that make smaller financing deals cost effective.

The recommended guidelines will provide clear options to the Rancho Cordova development community for the appropriate use of alternate land secured financing programs such as BOLD.

BACKGROUND

The City of Rancho Cordova is a member of CMFA, a State-wide joint powers authority ("JPA") with numerous public agency members throughout California. The CMFA has the authority to issue bonds to meet its mission of supporting economic development, job creation and social programs throughout the State of California. CMFA recognizes that new residential development can often be a challenge for municipalities to provide infrastructure since new development triggers the need to construct, acquire, or otherwise provide additional public facilities to accommodate that growth. The BOLD Program offers a means to finance new or continuing construction of infrastructure and public facilities through bonds the CMFA issues as an alternative to the issuance of land-secured bonds directly by a public entity. The BOLD Program is designed to help local government municipalities, schools and land developers throughout the State work together to cost effectively finance public infrastructure projects and/or development impact fees.

The City currently participates in the California Statewide Communities Development Authority (CSCDA) Statewide Community Infrastructure Program (SCIP), a similar program to BOLD. The two programs differ in that SCIP imposes an assessment lien pursuant to the Municipal Improvement Act of 1913 as determined by an engineer's report.

Under the BOLD Program, bonds are issued by a community facilities district (“CFD”) formed by the CMFA under the Mello-Roos Community Facilities Act of 1982 (California Government Code Section 53311 et seq.) (the “Act”). The Act offers great financing flexibility and is commonly used by cities, schools and other local agencies throughout the State to generate funds for the payment of public facilities, including development fees for facilities. The City of Rancho Cordova has created numerous CFD’s over the years to assist with the financing of new infrastructure and public facilities. The BOLD program will serve as an alternative to the City creating a CFD and will enable smaller developments to utilize CFD funding in a more cost effective manner.

Although the CFD would be formed within the City’s jurisdiction, little involvement is required. The City Council is only required to take a single action to approve participation in the BOLD Program and CMFA thereafter works with staff to ensure the program is meeting agency objectives. The CMFA and its consultant team will form and approve each CFD. The CMFA will then issue bonds on behalf of the CFD and will utilize the services of a special tax consultant and administrator to create the special tax formula and administer, levy, collect the special taxes. By working directly with developers, the BOLD Program facilitates financing for infrastructure and fee obligations of developers, covering a broad range of development cost obligations necessary for new development imposed by municipalities, including both facilities and/or development impact fees.

The BOLD Program is handled by the City’s current bond finance team which includes Jones Hall for bond counsel, Goodwin Consulting Group for special tax consulting services, and Piper Jaffray¹ for underwriting services. All have highly specialized expertise in CFD bond issuance and sales and are consistently ranked among the top firms in the field. In addition, the City may use a municipal advisor of its own choosing to review the BOLD Program application and/or other program documents, with all related costs payable from bond proceeds.

Bonds are issued through the CMFA, with little involvement from local agencies needed for the issuance process. The City will need to approve the use of a CFD to acquire public facilities and the financing thereof. It will then enter into an acquisition or similar agreement to receive the bond proceeds and to meet the general requirements to maintain the tax exemption of interest on the bonds. The CMFA adopts the resolutions needed to authorize and issue the special tax bonds and awards the sale to the bond underwriter.

Once the bond issuance occurs, bond proceeds are immediately available to be disbursed. The proceeds are held by a bond trustee and are not directly paid to the developer but are available as directed by the developer and approved by the local agency, to be used to meet obligations according to the structure and timing required for development approvals. Pursuant to an acquisition agreement or similar document, the City will determine and agree to its role in inspecting and accepting infrastructure and/or payment of financed development impact fees.

¹ **Underwriter Disclaimer:** Underwriting for the BOLD Program is provided by Piper Jaffray & Co. In providing the information contained herein to a municipal entity or obligated person, Piper Jaffray is not recommending an action to any municipal entity or obligated person recipient, is not acting as an advisor to any municipal entity or obligated person and does not owe a fiduciary duty pursuant to Section 15B of the Exchange Act to any municipal entity or obligated person with respect to the information and material contained in this communication. Piper Jaffray is acting for its own interests, and any municipal entity or obligated person recipient of this information should discuss any information and material contained in this communication with any and all internal or external advisors and experts that the municipal entity or obligated person deems appropriate before acting on this information or material.

The BOLD Program also has the ability to include a municipal services component in the special tax, which the City may wish to consider at a future time.

The CMFA strives to maintain a fee structure that is lower than other JPA conduit issuers. The CMFA has indicated that its underwriting fees will range between 0.95% and 1.25%, although such estimates are subject to change.

Administration of all aspects of the BOLD Program is handled by the CMFA, without cost to or burden on the City. Federal regulations require annual disclosures to bond investors of information related to the bonds and the development project. BOLD Program administrators will handle this continuing disclosure reporting in consultation with developers.

FISCAL IMPACT

None. All of the costs and expenses related to the formation, issuance of bonds and ongoing administration for any CFD formed by the BOLD program is the responsibility of CMFA and there is no liability or fiscal impact on the local agency.

ATTACHMENTS

1. Resolution
2. City Guidelines for the Use of Alternative Land Secured Financing Programs

ATTACHMENT 1**RESOLUTION NO. XX-2018**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, AUTHORIZING USE OF THE BOND OPPORTUNITIES FOR LAND DEVELOPMENT (“BOLD”) PROGRAM AND AUTHORIZING THE CALIFORNIA MUNICIPAL FINANCE AUTHORITY TO ACCEPT APPLICATIONS FROM PROPERTY OWNERS, CONDUCT PROCEEDINGS AND LEVY SPECIAL TAXES WITHIN THE TERRITORY OF THE CITY OF RANCHO CORDOVA PURSUANT TO THE MELLO-ROOS COMMUNITY FACILITIES ACT OF 1982, AS AMENDED; AND AUTHORIZING RELATED ACTIONS

WHEREAS, the California Municipal Finance Authority (the “CMFA”) is a joint exercise of powers authority, the members of which include numerous cities, counties and other local agencies in the State of California (the “State”); and

WHEREAS, the City of Rancho Cordova (the “City”) is a member of CMFA in good standing; and

WHEREAS, the CMFA has established the Bond Opportunities for Land Development Program (the “BOLD Program”) to allow the financing of certain public facilities and/or certain development impact fees that finance public facilities (together, the “Improvements”) to be acquired by local agencies in the State through the levy of special taxes under the Mello-Roos Community Facilities Act of 1982, as amended (the “Act”); and

WHEREAS, the CMFA from time to time may be requested by owners of land within the City to utilize the BOLD Program for the financing of Improvements related to new development within the City which Improvements will be financed for acquisition by the City or to finance impact fees payable to the City in connection with new development; and

WHEREAS, the City desires to allow the owners of property to be developed within the City to participate in the BOLD Program (“Participating Developers”) and to allow the CFMA to conduct proceedings under the Act to form community facilities districts (“CFDs”) from time to time under the Act, to levy special taxes within such CFDs, and to issue bonds secured by such special taxes under the Act to finance the Improvements, provided that such Participating Developers voluntarily agree to participate and consent to the levy of such special taxes and the issuance of such bonds; and

WHEREAS, property owners within the jurisdiction of the City may in the future elect to be Participating Developers upon obtaining approval of the CMFA, and the CMFA may conduct proceedings under the Act to form a CFD, levy special taxes within such CFD and issue bonds secured by such special taxes to finance Improvements; and

WHEREAS, the City will not be responsible for the conduct of any proceedings under the Act for the formation of any CFD; the levy or collection of special taxes for any CFD or any required remedial action in the case of delinquencies in any special tax payments, or the issuance, sale or administration of any bonds issued in connection with the BOLD Program; and

WHEREAS, the City finds that the BOLD program offered by the CMFA can provide significant public benefits, and in conformance with Government Code Section 6586.5 relating to the issuance of bonds by a joint powers authority of which the City is a member, notice was published at least five days prior to the adoption of this resolution at a public hearing, which was

ATTACHMENT 1

duly conducted by this Council concerning the significant public benefits of the BOLD Program and the bond financing of the Improvements from time to time;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Rancho Cordova as follows:

Section 1. The use of the BOLD Program in connection with the financing of Improvements within the City is hereby authorized and approved.

Section 2. The City hereby finds and declares that the issuance of bonds by the CMFA in connection with the BOLD Program will provide significant public benefits, including without limitation, savings in effective interest rate, bond preparation, bond underwriting and bond issuance costs and the more efficient delivery of local agency services to residential and commercial development within the City.

Section 3. In connection with the issuance of bonds from time to time by the CFMA for the BOLD Program, one or more acquisition agreements, joint community facilities agreements or similar agreements will be required to be entered into, and the forms of such agreements will be subject to approval by appropriate City staff, unless Council approval is required.

Section 4. The appropriate officials and staff of the City are hereby authorized and directed to allow and make BOLD Program participation available to all property owners who are subject to the payment of fees for new development and/or who are conditioned to install public improvements in connection with new development, and to advise such owners requesting participation in BOLD that the City has approved the BOLD Program; provided, that the CMFA shall be responsible for providing applications and processing of documentation and related materials at its own expense.

Section 5. This Resolution shall take effect immediately upon its adoption. The City Clerk is hereby authorized and directed to transmit a certified copy of this Resolution to the Secretary of the CMFA.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 3rd day of December, 2018 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Linda Budge, Mayor

Stacy Leitner, City Clerk

ATTACHMENT 2

City of Rancho Cordova Guidelines for Use of Alternative Land Secured Financing Programs

In addition to maintaining a team of professional staff and consultants with the ability to issue land secured financing directly by the City of Rancho Cordova (the "City"), the City also participates in California Statewide Communities Development Authority's (CSCDA) Statewide Community Infrastructure Program (SCIP) and California Municipal Finance Authority's (CMFA) Bond Opportunities for Land Development (BOLD) program. These two alternative land secured financing programs are ideal for smaller development projects since they utilize pooled financing which provide efficiencies and cost savings that make smaller financing deals more cost effective.

City staff will work with developers to determine the most efficient manner in which to finance public infrastructure and/or development impact fees for a specific development project. The following guidelines are intended to provide a framework for how the City approaches these discussions to ensure that the interests of the City, developer, and future homeowners are maintained.

- The City generally recommends the use of alternative land secured financing programs, such as SCIP and BOLD, for financings below \$5 million. Financing above \$5 million will be handled through the formation of a Community Facilities District (CFD) through the City of Rancho Cordova.
- A sizing model must be completed for any land secured financing request and must not result in a total effective tax rate in excess of 1.75% of its market value, including all special taxes.
- In accordance with the City's debt policy, all applicable bonds issuances shall have at least a four to one value of property to public lien ratio (assessed or appraised).
- The SCIP program can only be used to finance the Transportation Impact Fee(s) and cannot be used to finance public infrastructure.
- The BOLD program can be used to finance public infrastructure and/or development impact fees and cannot include pay as you go funding.
- Any development impact fees funded through the issuance of bonds must have an active CIP program which guarantees the revenues collected through the payment of impact fees will be used to acquire and/or construct the public infrastructure within three years of the issuance of bonds. This determination will be made by the City at the time of application.
- In no event can the bonds issued by either the SCIP or BOLD program exceed a 30 re-payment period.

MEMORANDUM



DATE: December 03, 2018

TO: Honorable Mayor and Council Members

FROM: Chris Pittman, Chief of Police

SUBJECT: RANCHO CORDOVA POLICE DEPARTMENT UPDATE ON CRIME STATISTICS FOR 2013-2017

RECOMMENDATION

This update is both for informational purposes and for Council questions and discussion.

RESULT OF RECOMMENDED ACTION

This update is to provide Council with the latest crime statistics for the City of Rancho Cordova and to showcase trends in various types of crime.

BACKGROUND

The Rancho Cordova Police Department submits data on reported crime to the California Department of Justice and the Federal Bureau of Investigation (FBI) on a monthly basis. This data show the amount of crime occurring within the City of Rancho Cordova. Known as the "Uniform Crime Report," this is a collection of voluntary data reported to the FBI by nearly all police agencies in the United States.

FISCAL IMPACT

There is no impact to the City's General Fund.

ATTACHMENTS

1. Uniform Crime Reporting 2013-2017 Presentation



Uniform Crime Reporting 2013 - 2017

CHRIS PITTMAN, CHIEF OF POLICE



Uniform Crime Reporting 2013-2017

Overview

- ▶ Update on Citywide Crime Data
- ▶ Violent Crime
- ▶ Property Crime
- ▶ Population Changes
- ▶ Crime Rate Based on Population Change
- ▶ Comparison to Other Jurisdictions
- ▶ Questions/Discussion



Uniform Crime Reporting 2013-2017

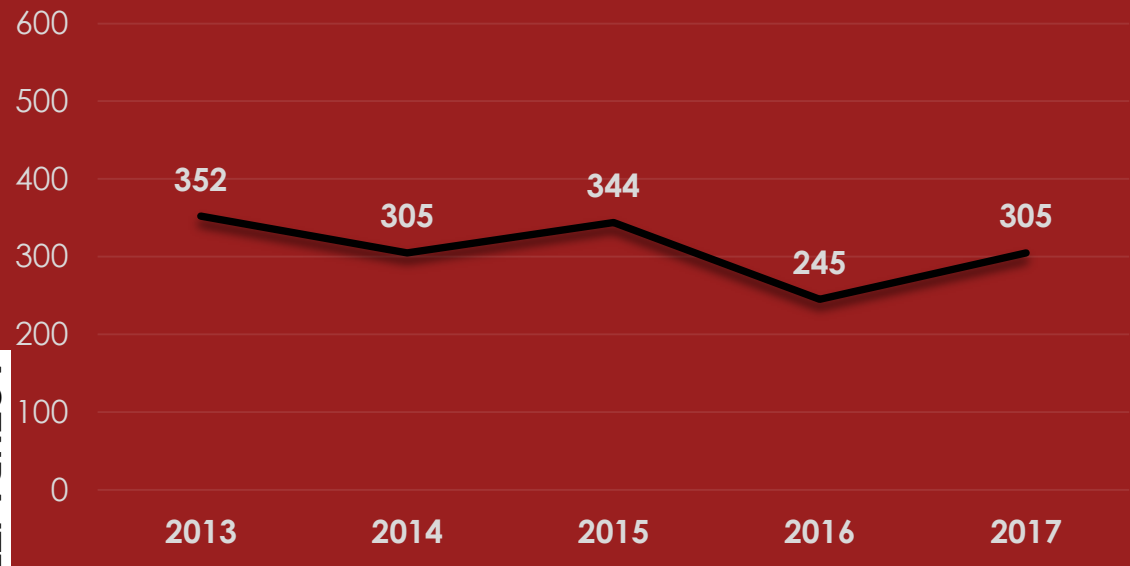
Methodology

- ▶ RCPD reports monthly crime data to the State Department of Justice
 - ▶ DOJ submits all data to FBI
- ▶ Part I Crimes are reported violent and serious property crimes



Uniform Crime Reporting 2013-2017

**Violent Crimes Per Year
2013-2017**



- ▶ Violent Crime Includes:
 - ▶ Homicide
 - ▶ Sexual Assault
 - ▶ Robbery
 - ▶ Aggravated Assault
- ▶ From 2013-2017, Violent Crime decreased 13%.



Uniform Crime Reporting

2013-2017

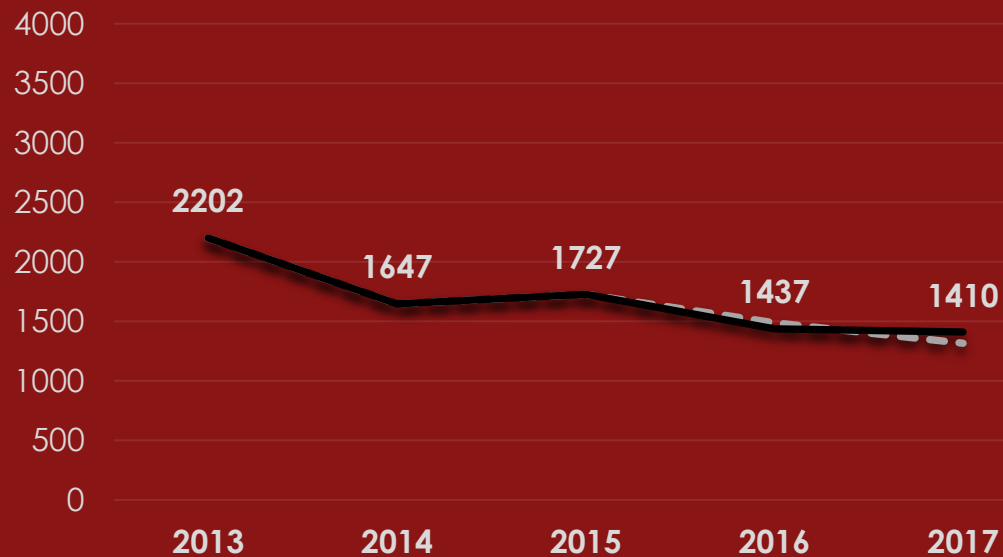
Violent Crime

Year	Homicide	Sexual Assault	Robbery	Assault	Total Violent Crime
2013	5	11	101	235	352
2014	4	17	89	195	305
2015	5	17	104	218	344
2016	1	17	74	153	245
2017	1	17	85	202	305



Uniform Crime Reporting 2013-2017

Property Crimes Per Year 2013-2017



- ▶ Property Crime Includes:
 - ▶ Burglary
 - ▶ Larceny
 - ▶ Motor Vehicle Theft
- ▶ From 2013-2017, Property Crime decreased 35%.



Uniform Crime Reporting 2013-2017

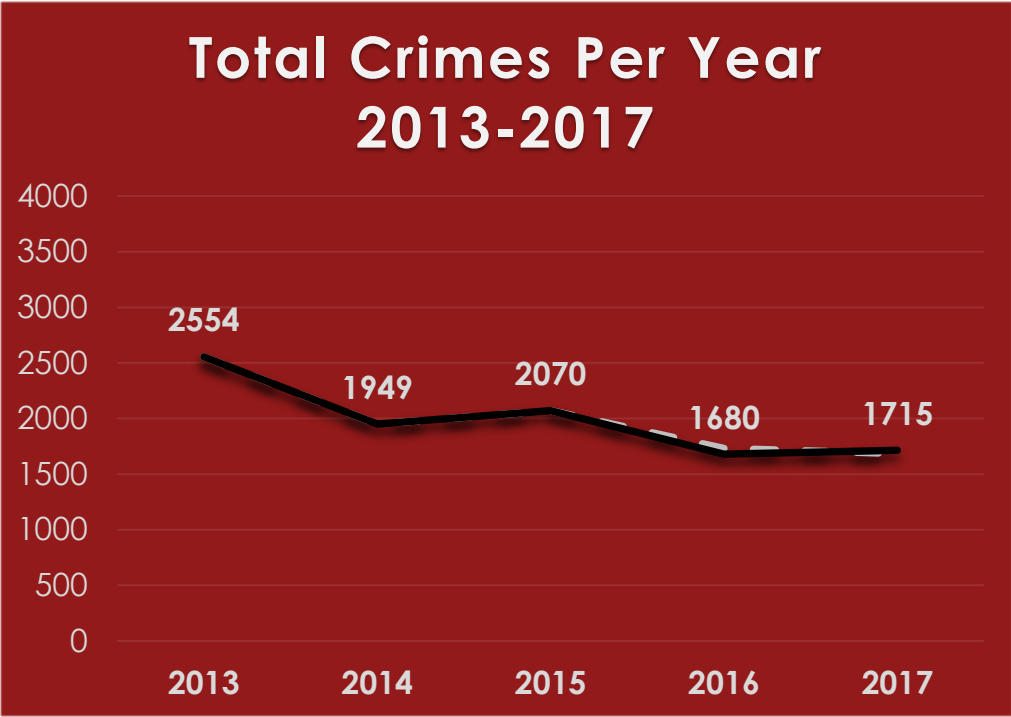
Property Crime

Year	Burglary	Larceny	Motor Vehicle Theft	Arson*	Total Property Crime
2013	478	1499	225	2	2202
2014	321	1143	180	3	1644
2015	346	1183	197	1	1726
2016	305	998	132	2	1435
2017	285	899	226	1	1410

*Arson is tracked, but not included in Property Crime totals by UCR, due to disparities in reporting from agency to agency.



Uniform Crime Reporting 2013-2017

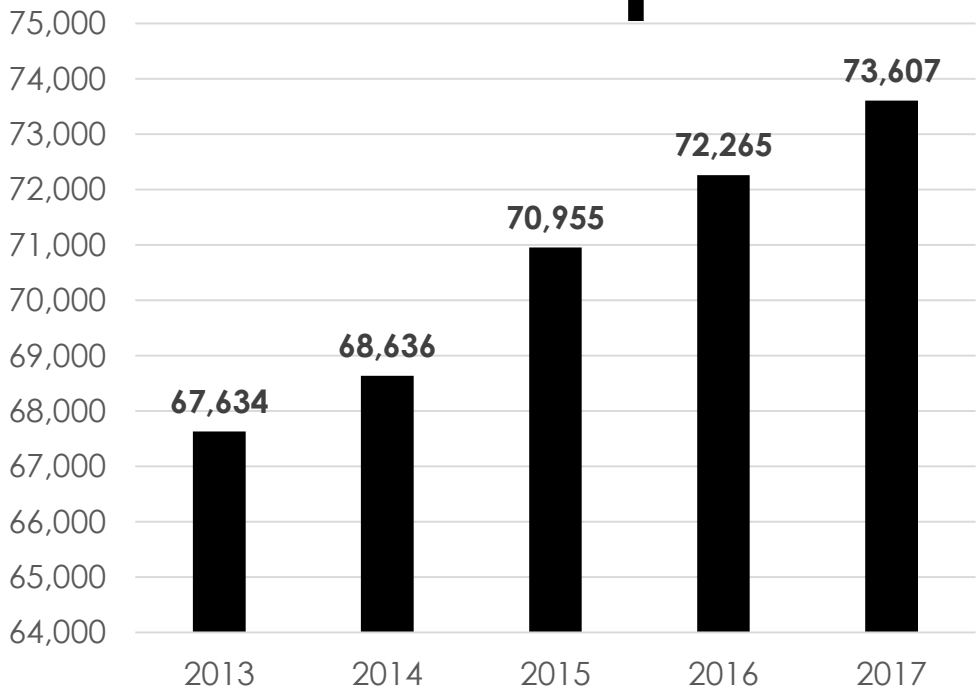


- ▶ Combined, there has been an overall reduction of reported Part I Crimes of 32.8% from 2013-2017.



Uniform Crime Reporting 2013-2017

Population Changes



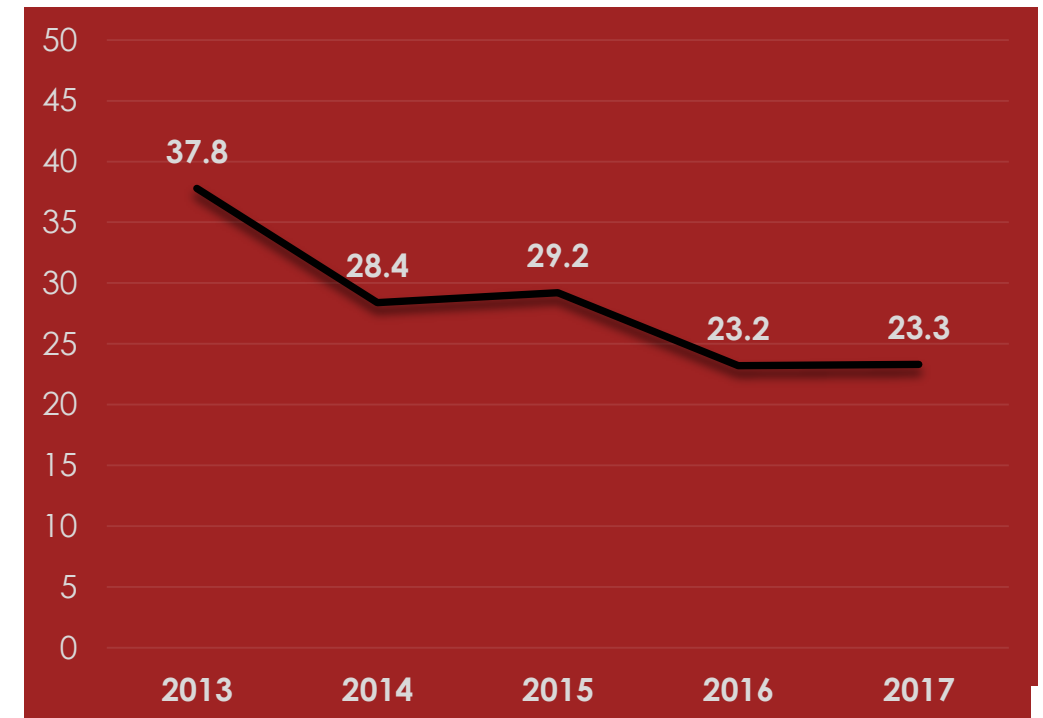
- ▶ Per FBI estimates, the City of Rancho Cordova population has increased 9% between 2013 and 2017.
- ▶ Estimated 2017 population was 73,607.



Uniform Crime Reporting 2013-2017

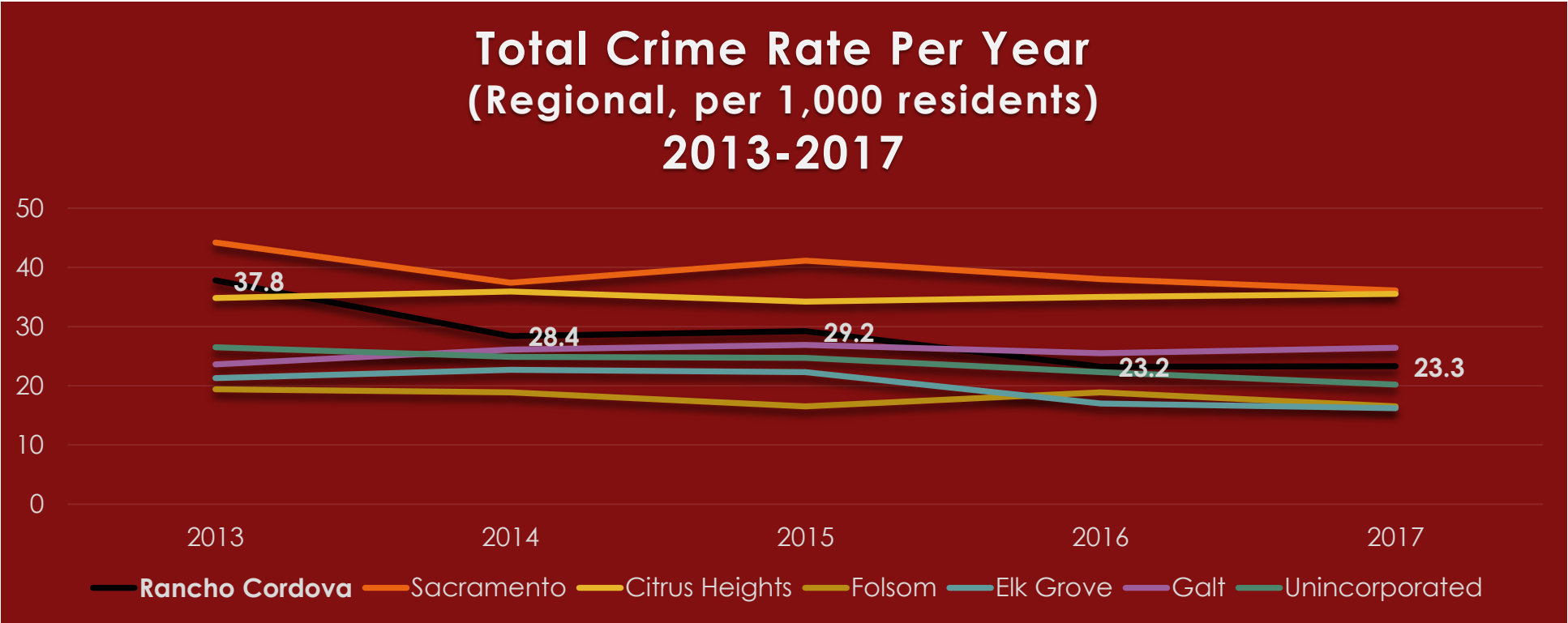
Population and Crime Rate Change

- ▶ Population changes can affect crime rate.
- ▶ Rancho Cordova has enjoyed both population growth and lower actual reported crime from 2013-2017.
- ▶ When adjusted for population, the actual crime rate per 1,000 residents **dropped 38.3%** from 2013-2017.





Uniform Crime Reporting 2013-2017



Thank You!

