

---

File ID: 2026-00900

5/12/2026

---

**[Contract Supplement] Agreement and Budgetary Adjustments: Envision Broadway in Oak Park (T15225000)**

File ID: 2026-00900

**Location:** Broadway between Franklin Boulevard and Martin Luther King Jr. Boulevard, District 5

**Recommendation:** Adopt a **Resolution:** 1) authorizing the City Manager or designee to execute Supplemental Agreement No. 8 to City Agreement No. 2023-0484 with Mark Thomas and Company, Inc. in an amount not-to-exceed \$266,660; 2) resetting the City Manager's or designee's authority to issue supplemental agreements for City Agreement No. 2023-0484; 3) authorizing the City Manager or designee to increase the revenue and expenditure budgets of the Envision Broadway in Oak Park (T15225000) by \$413,000 (Other Capital Grants, Fund 3704); 4) authorizing the City Manager or designee to increase the expenditure budget of the Envision Broadway in Oak Park (T15225000) by transferring \$425,000 (Major Street Construction, Fund 2007) from the State and Federal Grant Match Project (T15007200); 5) authorizing the City Manager or designee to execute the Fund Transfer and Cooperative Agreement with EAH INC. and any agreements required to accept the Affordable Housing and Sustainable Communities (AHSC) grant funding awarded for the Envision Broadway in Oak Park (T15225000) and the 34<sup>th</sup> Street - AHSC Reimbursement Project (T15265600); 6) establishing 34<sup>th</sup> Street - AHSC Reimbursement Project (T15265600) as a new Capital Improvement Project to recapture AHSC reimbursement funds; and 7) authorizing the City Manager or designee to increase the revenue and expenditure budgets of the 34<sup>th</sup> Street - AHSC Reimbursement Project (T15265600) by \$1,001,500 (Other Capital Grants, Fund 3704).

**Contact:** Stephanie Saiz, Assistant Civil Engineer, (916) 808-6808, ssaiz@cityofsacramento.org; Jesse Gothan, Supervising Engineer, (916) 808-6897, jgothan@cityofsacramento.org; Ofelia Avalos, Engineering Services Division Manager, (916) 808-5054, oavalos@cityofsacramento.org; Department of Public Works

**Presenter:** None

**Attachments:**

1-Description/Analysis

2-Resolution

3-Fund Transfer and Cooperative Agreement

4-Supplemental Agreement No. 8 - Mark Thomas and Company, Inc.

**Description/Analysis**

**Issue Detail:** In March 2020, the City Council approved the Envision Broadway in Oak Park Complete Streets Plan as the City's design guide for the reconfiguration of the Broadway corridor in Oak Park, extending from State Route 99 to Martin Luther King Jr. Boulevard. On May 10, 2022, City Council approved the establishment of the Envision Broadway in Oak Park project as a Capital Improvement Project (CIP). On July 29, 2025, City Council approved preliminary plans and a categorical exemption to the California Environmental Quality Act (CEQA). The final engineering design phase for the corridor improvements will begin following the completion of the federal environmental approvals through the National Environmental Policy Act (NEPA).

The City participated in separate affordable housing grant effort which would fund bike crossing improvements to a key intersection within the Envision Broadway project limits, along with bicycle and pedestrian improvements along 34<sup>th</sup> Street. In February 2021, the Department of Housing and Community Development (HCD) released a Notice of Funding Availability ("NOFA") for funds from the State of California's Greenhouse Gas Reduction Fund ("GGRF"), for the Affordable Housing and Sustainable Communities ("AHSC") program.

The NOFA guidelines specifically required applicants to request funding for both an affordable housing development and a Sustainable Transportation Infrastructure ("STI") capital project, as defined in the guidelines. AHSC applications are typically led by affordable housing developers, who work with local agencies to identify STI projects for funding and delivery. On May 25, 2021, City Council authorized the submittal of a letter of support to the State of California Housing and Community Development Department ("HCD") confirming participation in EAH INC's ("Developer's") application for the On Broadway Apartments. The letter confirmed the City's request to fund the following (collectively, the "STI Improvements"):

Construction of new Class II bike lanes and improvements to bike pavement surfaces on 34<sup>th</sup> Street, installation of pedestrian-scale lighting, and installation of bulb-outs at X Street and W Street, including a rectangular rapid-flashing beacon, pavement, and crosswalk markings at Sacramento Charter High School. Improvements on 2<sup>nd</sup> Avenue include construction of a Class I bike connection, closure of the block between Broadway and 34<sup>th</sup> Street to vehicular traffic and removal of the existing roadway segment, construction of new sidewalks, reconstruction of the corner to improve emergency vehicle access, and installation of a median refuge island to facilitate safe bicycle crossings.

HCD and the Strategic Growth Council awarded Developer the full amount requested for the On Broadway Apartments, including \$2,588,000 for the STI Improvements to be completed by the City of Sacramento.

Improvements to the triangular space bounded by Broadway, 34<sup>th</sup> Street, and 2<sup>nd</sup> Avenue (the

“Triangle Space”) is included within the committed grant scope. In 2021, following a demonstration project conducted as part of the Envision Broadway planning effort, the short 2<sup>nd</sup> Avenue street segment between Broadway and 34<sup>th</sup> Street was permanently closed to vehicular traffic using temporary posts and barricades. The purpose of the closure was to address a history of collisions and to better accommodate an important bike crossing at Broadway. The AHSC scope will formalize that closure with extended sidewalks and a raised bikeway. The grant funding requires construction to be completed by May 01, 2027. Execution of Supplement No. 8 City Agreement No. 2023-0484 will authorize Mark Thomas and Company, Inc. to expedite the design of the “Triangle Space” to meet the required funding timeline.

Improvements under the STI program also included bike and pedestrian improvements on 34th Street, which was advanced and has already been constructed using local transportation funds, but included components eligible for AHSC grants. The new Capital Improvement Project, titled 34th Street - AHSC Reimbursement Project (T15265600), enables the city to claim AHSC funds and recover eligible construction costs incurred as part of the 34<sup>th</sup> Street project. A total reimbursement of \$1,001,500 in AHSC funds is eligible for the 34<sup>th</sup> Street construction activities.

Staff will return to the City Council at a future date to request approval of Supplement No. 9 for the Plans, Specifications, and Estimates (PS&E) phase of the overall Envision Broadway in Oak Park project. The project is scheduled to go to the California Transportation Commission (CTC) on June 30, 2026, for the allocation of \$1,101,000 in state Active Transportation Program (ATP) grant funds to support completion of the PS&E phase. Processing of Supplement No. 9 will occur subsequent to the allocation of ATP funds.

In the interim, staff is requesting budgetary adjustments to complete the preliminary engineering/environmental documentation (PA/ED) phase and to provide the local match needed for the PS&E phase.

**Policy Considerations:** The actions in this report are in accordance to the requirement for City Council approval of all agreements/amendments of \$250,000 and above pursuant to City Code Chapter 3.56 and City Code section 3.04.020.

The recommendations are consistent with the following 2040 General Plan policies:

M-1: An equitable, sustainable multimodal system that provides a range of viable and healthy travel choices for users of all ages, backgrounds, and abilities.

M-1.2 User Prioritization. The City shall prioritize mobility, comfort, health, safety, and convenience for those walking, followed by those bicycling and riding transit, ahead of design and operations for those driving.

M-1.9 Equitable Processes and Outcomes. The City shall ensure that the transportation system is planned and implemented with an equitable process to achieve equitable outcomes and investments so that all neighborhoods one day will have similar levels of transportation infrastructure such as sidewalks, marked low stress crossings, and bikeways.

M-1.11 Increase Bicycling and Walking. The City shall strive to increase bicycling and walking citywide so that it can meet its equity, reduced vehicle miles traveled, and sustainability goals.

M-4.1 Application of Safety. The City shall design, plan, and operate streets using complete streets principles to ensure the safety and mobility of all users.

M-4.2 Safer Driving Speeds. The City shall work to maximize the safety of the transportation network by designing streets for lower driving speeds and enforcing speed limits in an unbiased manner as well as promoting safer driving behavior.

M-4.3 Vision Zero. The City shall utilize a data driven, “vision zero” approach to eliminate all traffic fatalities and severe injuries by 2027, while increasing safety, health, and equitable mobility for all.

**Economic Impacts:** None.

**Environmental Considerations:**

**California Environmental Quality Act (CEQA):** On July 29, 2025, the City Council determined that the Project is exempt from the California Environmental Quality Act (CEQA) under Class 1, Section Number 15301, Existing Facilities (File ID: 2025-01288). The Project is exempt because it consists of the operation, repair, maintenance or minor alteration of public streets, sidewalks, gutters, bicycle lanes, and similar facilities involving no expansion of use (15301). A Notice of Exemption was prepared and filed with the Sacramento County Clerk’s Office on July 30, 2025, and posted with the State Clearinghouse on July 31, 2025, (SCH#: 2025071346). No further review is required under CEQA.

**National Environmental Policy Act (NEPA):** This Project is funded partially with federal funds. The California Department of Transportation (Caltrans) is the lead agency for the NEPA determination, and the environmental analysis is being conducted to satisfy the requirements of NEPA, with the anticipated finding being a categorical exclusion with technical studies.

**Sustainability:** The proposed Project supports City Council’s sustainability priorities. This Project aligns with the Climate Action and Adaptation Plan (Resolution No. 2024-0067). Specifically, CAAP Measure TR-1, which seeks to improve active transportation infrastructure to achieve 6% active transportation mode share by 2030 and 12% by 2045.

The transportation sector accounts for 57% of community-wide greenhouse gas emissions, the

largest single sector in the community. The Project would increase active transportation, reduce vehicular trips, and help ensure more efficient vehicular flow. These actions will reduce greenhouse gas emissions and help improve local air quality.

**Commission/Committee Action:** The Envision Broadway in Oak Park Project was presented as a review and comment item to the Active Transportation Commission on May 16, 2024. The ATC was supportive of the multimodal improvements.

The Project was presented to the Disabilities Advisory Commission (DAC) to review and comment on May 1, 2024. The DAC was supportive of the accessibility improvements.

**Rationale for Recommendation:** Approval of Supplemental Agreement No. 8 with Mark Thomas and Company, Inc. will enable the City to expedite the design of the Triangle Space, located within the Envision Broadway in Oak Park project alignment and funded through the AHSC program. The budgetary adjustments, execution of the Fund Transfer and Cooperative Agreement, and establishment of a new Capital Improvement Project are needed to receive the AHSC funds and complete the preliminary engineering and design needed to advance the project. The AHSC funding is set to expire in May 2027. Construction of this space must be completed no later than May 2027.

**Financial Considerations:** The estimated total project cost for the Envision Broadway in Oak Park (T15225000) is \$21 million, and the estimated cost of the Triangle Space is \$1,173,500. The project includes a total of \$2,588,000 in AHSC grant funds, with \$413,000 (Other Capital Grants, Fund 3704) designated for preliminary engineering. Approving this resolution will appropriate the necessary funds, ensuring sufficient funding to execute Supplemental Agreement No. 8 in the amount of \$266,660 and to advance the work on the Triangle Space. Approval of the transfer of \$425,000 (Major Street Construction Fund, Fund 2007) from the State and Federal Grant Match Project (T15007200) will be sufficient to match future grant funds and complete the preliminary engineering and final design phase for an estimated \$2.5 million.

**Local Business Enterprise (LBE):** Because this project is federally funded, the LBE policy is held in abeyance.

## **RESOLUTION NO.**

Adopted by the Sacramento City Council

### **Supplemental Agreement and Budgetary Adjustments: Envision Broadway in Oak Park (T15225000)**

#### **Background**

- A. The Envision Broadway in Oak Park (T15225000) proposes to improve safety, connectivity, and accessibility for bicyclists and pedestrians on Broadway between State Route 99 and Martin Luther King Jr. Boulevard.
- B. The City partnered with the Developer EAH INC. on an application for Affordable Housing Sustainable Communities (AHSC) grant funds for the On Broadway Apartments housing project. The application included funding for bicycle and pedestrian improvements on 34<sup>th</sup> Street and at Broadway and 2<sup>nd</sup> Avenue.
- C. The triangular space along the Envision Broadway in Oak Park alignment bounded by Broadway, 34<sup>th</sup> Street, and 2<sup>nd</sup> Avenue (the “Triangle Space”) is included within the committed AHSC grant scope. The grant funding requires construction to be completed by May 1, 2027. Accordingly, the City is executing Supplemental Agreement No. 8 to the existing agreement with Mark Thomas and Company, Inc. to accelerate delivery of this portion of the project and ensure construction completion prior to the grant deadline.
- D. The budgetary adjustments and execution of the Fund Transfer and Cooperative Agreement are needed to receive the AHSC funds and complete the preliminary engineering and design needed to advance the project.
- E. The bicycle and pedestrian improvements along 34<sup>th</sup> Street were advanced using local transportation funding and have been constructed, but are reimbursable through the AHSC funding. The establishment of a new Capital Improvement Project will allow for the reimbursement funds to be received.

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

- Section 1. The City Manager or designee is authorized to execute Supplemental Agreement No. 8 to City Agreement No. 2023-0484 with Mark Thomas and Company, Inc. in an amount not-to-exceed \$266,660.
- Section 2. The City Manager’s authority to issue supplemental agreements for City Agreement No. 2023-0484 is reset.
- Section 3. The City Manager or designee is authorized to increase the revenue and

expenditure budgets of the Envision Broadway in Oak Park (T15225000) by \$413,000 (Other Capital Grants, Fund 3704).

- Section 4. The City Manager or designee is authorized to increase the expenditure budget of the Envision Broadway in Oak Park (T15225000) by transferring \$425,000 (Major Street Construction, Fund 2007) from the State and Federal Grant Match Project (T15007200).
- Section 5. The City Manager or designee is authorized to execute the Fund Transfer and Cooperative Agreement with EAH INC. and any agreements required to accept the AHSC grant funding awarded for the Envision Broadway in Oak Park (T15225000) and the 34<sup>th</sup> Street – AHSC Reimbursement Project (T15265600).
- Section 6. The 34<sup>th</sup> Street – AHSC Reimbursement Project (T15265600) is established as a new Capital Improvement Project.
- Section 7. City Manager or designee is authorized to increase the revenue and expenditure budgets of the 34<sup>th</sup> Street – AHSC Reimbursement Project (T15265600) by \$1,001,500 (Other Capital Grants, Fund 3704).

# Contract Routing Sheet

Payment / Performance Bond Only

### General Routing Information

Department: Public Works Department

Contract Coordinator: Raquel Gonzalez Email: RAGonzalez@cityofsacramento.org

Effective Date: 05/19/2026 Expiration Date: \_\_\_\_\_

Grant/Project Name: FUND TRANSFER & COOPERATIVE AGREEMENT-ENVISION BROADWAY

Other Party: EAH INC.

Original Not to Exceed Amount: \$ 2,588,000.00

Assessor's Parcel Number(s): N/A

Project Number: T15225000 Bid/RFQ/RFP#: N/A

Supplements/Addendums/Change Orders

Adjusted Amount of this Change (+/-): \_\_\_\_\_ New Not to Exceed Amount: \_\_\_\_\_

Change In Scope: No

Original Contract Number: \_\_\_\_\_ Supplement Number: \_\_\_\_\_

Council Approval

Original Meeting Date: 05/19/2026 Council File ID: 2026-00900

Supplement Meeting Date: \_\_\_\_\_ Council File ID: \_\_\_\_\_

### Processing Information

- Clerk's Office to Mail for Recording
- Return to Dept for Other Party Signature
- Real Estate
- Return to Dept for Recording
- Construction Related
- Additional Originals Attached – Return to Dept.

Add notes/instructions, including any other contract or council file ID numbers related to this agreement:

### INTERAGENCY AGREEMENT

**Signing Authority** - Department Directors up to \$100K; \$100K - \$250K City Manager or Assistant City Manager; \$250K+ Council Approval & Council Appointee or designee.

04/15/2026

### Department Review and Routing

AB 339 Review Confirmation (if needed ) N/A

Sign CONTRACTS: Raquel Gonzalez *Raquel Gonzalez*

Sign PROJECT MANAGER: \_\_\_\_\_

Sign SUPERVISOR: \_\_\_\_\_

Sign DIVISION MANAGER: \_\_\_\_\_

Sign \_\_\_\_\_

## FUND TRANSFER AND COOPERATIVE AGREEMENT

THIS AGREEMENT (“Agreement”) is made as of the 22nd day of May 2023, by and between the THE CITY OF SACRAMENTO (the “City”) and EAH INC. (“Developer”).

### RECITALS

THIS AGREEMENT is made with reference to the following facts:

- A. In February 2021, the Department of Housing and Community Development (HCD) released a Notice of Funding Availability (“NOFA”) for funds from the State of California’s Greenhouse Gas Reduction Fund (“GGRF”), for the Affordable Housing and Sustainable Communities (“AHSC”) program. The NOFA guidelines specifically required applicants to request funding for both an affordable housing development and a Sustainable Transportation Infrastructure (“STI”) capital project, as defined in the guidelines.
- B. Developer submitted a grant application to HCD for the AHSC program, requesting funds for the On Broadway Apartments, an affordable housing development (the “Project”). Developer also requested funds for STI Improvements to be made by the City.
- C. In connection with the Application, the City submitted a letter to the State of California Housing and Community Development Department (“HCD”) confirming participation of the City in Developer’s application for the On Broadway Apartments. The letter confirmed the City’s request to fund the following (collectively, the “STI Improvements”):

Construction of new Class II bike lanes and improvements to bike pavement surfaces on 34th Street, installation of pedestrian-scale lighting, and installation of bulb-outs at X Street and W Street, including a rectangular rapid-flashing beacon, pavement, and crosswalk markings at Sacramento Charter High School. Improvements on 2nd Avenue include construction of a Class I bike connection, closure of the block between Broadway and 34th Street to vehicular traffic and removal of the existing roadway segment, construction of new sidewalks, reconstruction of the corner to improve emergency vehicle access, and installation of a median refuge island to facilitate safe bicycle crossings.

The application materials for the STI Improvements did not include matching funds from any source other than the NOFA. Therefore, no matching funds are expected from either Developer or the City for the STI Improvements. As Developer was the sole applicant, Developer will receive and disburse all funds to the City for any amount awarded.

- D. HCD and the Strategic Growth Council awarded Developer the full amount requested for the On Broadway Apartments, including \$2,588,000 for the STI Improvements to be completed by the City.
- E. This Agreement serves as a Memorandum of Understanding between the City and Developer regarding project delivery and fund disbursement from AHSC for the STI Improvements.

## AGREEMENT

NOW, THEREFORE, in consideration of the mutual premises and obligations set forth herein, and of other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the parties hereby agree as follows:

1. City Responsibilities. The City shall construct the STI Improvements in accordance with the Affordable Housing and Sustainable Communities Grant Standard Agreement attached hereto as Attachment A (the “Standard Agreement”), as submitted to HCD and incorporated herein and by this reference made a part hereof. The City will submit to Developer invoices requesting reimbursement of project costs, in the format required by HCD. The City acknowledges that the inability or failure by either party to fully and timely complete the City’s scope required by the AHSC Standard Agreement may affect the timing and right of Developer to receive disbursement of AHSC funds due Developer notwithstanding Developer’s full and timely performance of its obligations. Developer has informed the City and City acknowledges that if City is not in compliance with City’s obligations under this Agreement or the STI Improvements are not completed in accordance with the requirements under the Standard Agreement, HCD is not obligated to close and/or fund its other financing to Developer’s affiliate which would cause a default under the Project’s construction and other loans. The City agrees it will exercise all commercially reasonable, good faith efforts to do all things at all times necessary to commence and complete its STI Improvements in accordance with the Standard Agreement. The City agrees to give Developer a written monthly status report on the improvements to be constructed and/or installed by the City and City will report on the City’s progress on the STI Improvements contemplated by the Scope.
2. Developer Responsibilities. Developer agrees to remit payment to the City funds disbursed by HCD to Developer for the STI Improvements in the amount of up to \$2,588,000. Developer will remit payment to the City within thirty (30) days of receipt of funds from HCD.
3. Provision Regarding Disbursement of Funds. The City will complete the STI Improvements and submit all invoices to Developer requesting reimbursement of costs incurred by the City in connection with such STI Improvements prior to May 1, 2027. The City will submit the following documentation for Developer's draw request to the State:
  - a. Contents of Application for Payment: (i) a description of work performed, material supplied and/or costs incurred or due for which the disbursement is requested with respect to any Approved Cost as shown in the Disbursement Agreement entered into by and between Developer and HCD pursuant to the Standard Agreement; (ii) the total amount incurred, expended and/or due for each requested item, less prior disbursement; and (iii) the percentage of completion from the portion of the work to be paid from the requested item.
  - b. Documentation: (i) copies of paid invoices and unconditional lien releases for STI and Improvements’ construction costs paid with the proceeds of prior Draw Requests (except for the first Draw Request), and conditional (upon receipt of payment) lien releases for construction costs to be paid with the proceeds of the present Draw Request, which invoices and lean releases shall be considered a part of each Draw Request; (ii) a copy of inspection report or other documentation from localities, municipalities or other construction lenders indicating the percentage of work completed pertaining to the present Draw Request; (iii) submission of all lien waivers required by HCD or passage of the applicable statutory periods for filing mechanic and other similar liens; and (iv) any

applicable change order(s) that affect or alter the Scope of Work (as defined in the Disbursement Agreement).

- c. Final Disbursement: Subject to applicable state law, HCD may withhold up to the final ten percent (10%) of hard construction costs until all conditions in the Disbursement Agreement between the State and Developer are met. These conditions may include requirements such as: Receipt by the State of a development cost audit for the STI Improvements satisfactory to the state; completion of the STI Improvements and approval by the State of the Project and by any person or governmental agency whose approval may be required.
4. City Indemnity. The City hereby agrees to indemnify, defend, protect and hold harmless Developer, its officers, agents, volunteers and employees (individually and collectively, "Indemnitees") from and against, any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgements, liens, levies, costs and expenses of whatever nature, including reasonable attorneys' fees and costs (collectively "Claims"), which Indemnitees may suffer or incur or to which Indemnitees may become subject by reason of or arising in connection with any breach of any term or condition of the AHSC Financing by the City or any affiliate of the City or any contractor, subcontractor, agent or employee of the City, including without limitation, any claims, losses, costs, damages, liability and judgments, including reasonable attorneys' fees, arising out of the City's failure to complete construction of the STI Improvements within the timeframe required by the AHSC Grant Standard Agreement, out of any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise occurring as a result of or allegedly caused by the City's performance of or failure to perform any services under this agreement.

If any action or proceeding is brought against Indemnitees by reason of any of the matters against which the City has agreed to indemnify Indemnitees as provided above, the City, upon notice from Developer, shall defend Indemnitees at the City's expense by counsel acceptable to Developer, such acceptance not to be unreasonably withheld. Indemnitees need not have first paid for any of the matters to which Indemnitees are entitled to indemnification in order to be so indemnified. The provisions of this section shall survive the expiration or earlier termination of this Agreement.
5. Assignment. Neither the City nor Developer shall assign any rights nor transfer any obligations under this Agreement without the prior written consent of the other and any such unauthorized assignment or transfer shall be void.
6. City Representative. Except when approval or other action is required to be given or taken by City Manager of the City, or such person or persons as they shall designate in writing from time to time, shall represent and act for the City.
7. Notices. All communications relating to the day-to-day activities of the grant disbursement shall be exchanged between the City's designated representative and Developer's representative. All other notices and communications deemed by either party to be necessary or desirable to be given to the other party shall be in writing and may be given by personal delivery to a representative of the parties or by mailing the same, postage prepaid, or transmitting it by commercial courier, addressed as follows:

To the City:

City of Sacramento  
915 I Street  
Sacramento, CA 95814  
Attention: Stephanie Saiz

To Developer:

EAH Inc.  
22 Pelican Way  
San Rafael, CA 94901  
Welton Jordan, Assistant Secretary

The address to which mailings are to be made may be changed from time-to-time by notice mailed as described above. Any notice given by mail shall be deemed given on the day after that on which it is deposited in the United States Mail as provided above, and if given by commercial courier as of the date accepted by the addressee.

8. Binding on Successors. All the terms, provisions, and conditions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors, assigns, and legal representatives.
9. Applicable Law. This Agreement, its interpretation, and all work performed hereunder, shall be governed by the laws of the State of California applicable to contracts to be performed within the State, without reference to conflicts of law principles.
10. Modification. This Agreement may be modified or amended only by written instrument signed by both the City and Developer.
11. Attachments.
  - A. Affordable Housing and Sustainable Communities Standard Agreement

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives as of the day and year first above written.

**THE CITY OF SACRAMENTO**

**EAH INC.**

Signature: \_\_\_\_\_

Signature: Welton Jordan  
Welton Jordan (Apr 15, 2026 14:31:21 PDT)  
04/15/26

By: \_\_\_\_\_

By: WELTON JORDAN

Title: \_\_\_\_\_

Title: ASSISTANT SECRETARY

Attested by:

City Clerk

Approved as to Form:

Michael Fry  
Michael Fry (Apr 16, 2026 15:42:31 PDT) 04/16/26  
Senior Deputy City Attorney

**Attachment A: AHSC Standard Agreement**

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

21-AHSC-16998

PURCHASING AUTHORITY NUMBER (if applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

## CONTRACTING AGENCY NAME

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

## CONTRACTOR'S NAME

EAH Inc.

2. The term of this Agreement is:

## START DATE

Upon HCD Approval

## THROUGH END DATE

11/30/2042

3. The maximum amount of this Agreement is:

\$10,554,000.00

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

EXHIBITS	TITLE	PAGES
Exhibit A	Authority, Purpose and Scope of Work	5
Exhibit B	Budget Detail and Payment Provisions	4
Exhibit C*	State of California General Terms and Conditions	GTC - 04/2017
Exhibit D	AHSC Program Terms and Conditions	16
Exhibit E	Special Conditions	13
TOTAL NUMBER OF PAGES ATTACHED		38

Items shown with an asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

**CONTRACTOR**

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

EAH Inc.

CONTRACTOR BUSINESS ADDRESS See Attached	CITY See Attached	STATE See Attached	ZIP See Attached
PRINTED NAME OF PERSON SIGNING See Attached	TITLE See Attached		
CONTRACTOR AUTHORIZED SIGNATURE See Attached	DATE SIGNED See Attached		

**STATE OF CALIFORNIA**

## CONTRACTING AGENCY NAME

Department of Housing and Community Development

CONTRACTING AGENCY ADDRESS 2020 W. El Camino Ave., Suite 130	CITY Sacramento	STATE CA	ZIP 95833
PRINTED NAME OF PERSON SIGNING <b>Synthia Rhinehart</b>	TITLE Contracts Office Manager, Contract Services Section		
CONTRACTING AGENCY AUTHORIZED SIGNATURE <i>Synthia Rhinehart</i>	DATE SIGNED <b>5/22/2023</b>		

California Department of General Services Approval (or exemption, if applicable)

Exempt per; SCM Vol. 1 4.04.A.3 (DGS memo dated 06/12/1981)

**CONTRACTOR**

---

**EAH Inc.**

a California nonprofit public benefit corporation

By: Welton Jordan

Date: 5/19/2023

Welton Jordan  
Assistant Secretary

---

Address:

22 Pelican Way  
San Rafael, CA 94901

---

Prep Date: 03/13/2023

## EXHIBIT A

### **AUTHORITY, PURPOSE AND SCOPE OF WORK**

#### **1. Authority & Purpose**

This Standard Agreement, STD 213, (hereinafter “Agreement”) is the result of the Recipient’s application (“Application”) for funding under the Affordable Housing and Sustainable Communities Program (“Program”) pursuant to:

- A. Part 1 of Division 44 of the Public Resources Code (commencing with Section 75200);
- B. The Round 6 Program Guidelines dated February 24, 2021 (the “Guidelines”), issued by the State of California, Strategic Growth Council (“SGC”) and as may be amended from time to time; and
- C. The Program’s Notice of Funding Availability (“NOFA”) issued by the Department Housing and Community Development (hereinafter the “Department” or “HCD”), is dated February 26, 2021. References to the NOFA shall include any updates and amendments made thereto.

The Application and the Project Report dated as of the date specified in provision Ex. A-E.1 of Exhibit E of this Agreement (the “Project Report”) including all representations made therein, are hereby incorporated in this Agreement by this reference.

By entering into this Agreement and thereby accepting the award of Program grant funds as detailed in the award letter dated as of the date specified in provision Ex. A-E.2 of Exhibit E (“Award Letter”) (“Grant”), the Recipient agrees to comply with applicable statutory law, Guidelines, the NOFA, and this Agreement, and to abide by the representations made in the Application, and the terms and conditions of the Disbursement Agreement, which is more particularly described in Exhibit B of this Agreement.

#### **2. Definitions**

Capitalized terms herein shall have the meaning of the definitions set forth in the Guidelines, and page 1 of this Exhibit A, in addition:

“Development” refers to the residential rental Affordable Housing Development described in the Application and meeting the criteria set forth in the Project Report providing the affordable housing units, as described therein, in consideration of the award of Program funds. The Development shall meet all the criteria as set forth in the Guidelines.

Affordable Housing and Sustainable Communities (AHSC) Program  
Round 6 - Grant  
NOFA Date: 02/26/2021  
Approved Date: 06/23/2021  
Prep. Date: 03/13/2023

## EXHIBIT A

“Recipient” refers to the entity or entities submitting the Application or to a related entity approved by the Department entering into this Agreement and identified as “Contractor” on page 1 to this Agreement (STD 213). In the case of joint applicants, “Recipient” shall also refer to each applicant or the Department-approved assignee of such applicant. Each joint applicant shall be jointly and severally liable for all obligations of a Recipient as set forth herein.

Any reference to a specific “Section” or “section” of the Guidelines shall initially refer to that specific numbered section of the Guidelines adopted on and dated February 24, 2021. Notwithstanding, if and when SGC amends any portion of the Guidelines, all references herein to any such portion of the Guidelines shall be deemed to refer to the updated version of the Guidelines, either in whole or in part, as may be applicable. To the extent that any Guidelines section or sections (Section or Sections) provision is or are amended, and thereafter receive(s) a new Guidelines section number(s), any reference herein to the old Guidelines section(s) number(s) shall be interpreted to refer instead to the Guidelines section(s) that is (or are) intended to replace the content and substance of the former Guidelines section(s).

### 3. **Scope of Work**

The Scope of Work (“Work”) for this Agreement shall consist of one or more of the following categories, by or on behalf of the Recipient, within the Program Project Area as detailed in provision A-E.3 of Exhibit E of this Agreement, and the Project Report:

Housing Related Infrastructure (**HRI**)  
Program Costs (**PGM**)  
Sustainable Transportation Infrastructure (**STI**)  
Transportation-Related Amenities (**TRA**)

The Department, the Recipient and other parties as required by the Department shall enter into a Disbursement Agreement governing among other things the disbursement of Program funds as more particularly described in Exhibit B hereto.

At the request of the Department, Recipient shall provide further and additional evidence sufficient to demonstrate the existence and/or completion of the items listed in the Project Report for which the Recipient’s Application received points. Failure to provide such evidence to the reasonable satisfaction of the Department may result in a reevaluation of the Application and the reductions or cancellation of the amount of the grant award or may require repayments of any disbursed Program funds and the disencumbrance of Program funds awarded.

## EXHIBIT A

The Development that is identified in the Award Letter and described in the Application, and that is supported by the HRI Work, if any, and which is to be developed and constructed by the Recipient, or other developer on behalf of the Recipient, contains the unit mix set forth in provision Ex A-E.4 of Exhibit E of this Agreement.

### **A. HRI**

The Scope of Work for this Agreement for Housing-Related Infrastructure (“HRI Work”) is as set forth in provision Ex. A-E.5 of Exhibit E of this Agreement. The HRI Work is necessary for the development of the Development. The Recipient is responsible for and shall ensure the completion of the HRI Work and the completion and occupancy of the Development in accordance with the criteria set forth above and in the Project Report. The Department reserves the right to review and approve all HRI Work to be performed by the Recipient, or contracted by the Recipient, in relation to this Agreement. Any revision to the HRI Work shall be submitted in writing for review and approval by the Department and shall require an amendment to this Agreement.

### **B. Program Costs**

The Scope of Work for this Agreement for Program Costs (“PGM Work”) is as set forth in provision Ex. A-E.6 of Exhibit E of this Agreement. The Recipient is responsible for and shall ensure the completion of the PGM Work associated with the Program Costs in accordance with the criteria set forth above and in the Project Report. The Department reserves the right to review and approve all PGM Work to be performed by the Recipient, or contracted by the Recipient, in relation to this Agreement. Any revision to the PGM Work shall be submitted in writing for review and approval by the Department and shall require an amendment to this Agreement.

### **C. Sustainable Transportation Infrastructure**

The Scope of Work for this Agreement for Sustainable Transportation Infrastructure (“STI Work”) is as set forth in provision Ex. A-E.7 of Exhibit E of this Agreement.

The Recipient is responsible for and shall ensure the completion of the STI Work in accordance with Program requirements, the Application, and the criteria set forth in the Project Report. The Department reserves the right to review and approve all STI Work to be performed by the Recipient in relation to this Agreement. Any revision to the STI Work shall be submitted in writing for review

## EXHIBIT A

and approval by the Department and shall require an amendment to this Agreement.

### **D. Transportation-Related Amenities**

The Scope of Work for this Agreement for Transportation-Related Amenities (“TRA Work”) is as set forth in provision Ex. A-E.8 of Exhibit E of this Agreement. The Recipient is responsible for and shall ensure the completion of the TRA Work in accordance with the criteria set forth above and in the Project Report. The Department reserves the right to review and approve all TRA Work to be performed by the Recipient in relation to this Agreement. Any revision to the TRA Work shall be submitted in writing for review and approval by the Department and shall require an amendment to this Agreement.

### **4. Criteria Applicability**

Based on the points awarded to its Application, Recipient assures the Department of the existence of the criteria of Section 107 of the Guidelines as set forth in provision Ex. A-E.9 of Exhibit E of this Agreement.

#### **A. GHG Emissions Reductions Estimate**

Based on the inputs in the Application, the estimated total MTCO<sub>2e</sub> over the life of the project is detailed in provision Ex. A-E.10 in Exhibit E of this Agreement. Information on this Project’s GHG scoring data can be located on SGC’s website in a document called Round 6 Data for Public Release.

### **5. Performance Milestones**

Recipient shall ensure the completion of the Performance Milestones set forth in provision Ex. A-E.11 of Exhibit E of this Agreement by the designated dates contained therein. When Recipient misses or anticipates missing a Performance Milestone deadline, Recipient shall notify the Department in writing as soon as is reasonably practicable. In this notification, Recipient shall explain why the deadline has been or will likely be missed; provide a status update relative to the other Performance Milestone deadlines; and provide assurances that it will meet the remaining Performance Milestone deadlines. Recipient’s failure to provide a timely written notification shall be considered a default under this Agreement.

## EXHIBIT A

### 6. HCD Contract Coordinator

The HCD Contract Coordinator of this Agreement for the Department is the Division of State Financial Assistance Loan Closing AHSC Program Manager, or the Manager's designee. Unless otherwise informed, any notice, report, or other communication required by this Agreement shall be mailed by first class to the HCD Contract Coordinator at the following address:

Loan Closing AHSC Program Manager  
Division of State Financial Assistance - Loan Closing Branch  
Department of Housing and Community Development  
P.O. Box 952054  
Sacramento, California 94252-2054

### 7. Recipient Contact Coordinator

The Recipient's Contract Coordinator for this Agreement is listed in provision Ex. A-E.12 of Exhibit E of this Agreement.

## EXHIBIT B

### **BUDGET DETAIL AND PAYMENT PROVISIONS**

#### **1. Project Sources and Uses**

The sources and uses ("Sources and Uses") set forth in this Exhibit B contains the cost items for the design, development and construction of the approved Work. Recipient agrees that any cost overruns or increases resulting in a total cost exceeding that set forth therein shall be the responsibility of Recipient.

#### **2. Contract Amount**

- A. For the purposes of performing the Work, the Department agrees to provide the Grant in the aggregate amount identified on page 1, number 3 of this Agreement (STD 213) in the form of a grant for the uses identified in the Sources and Uses. In no instance shall the Department be liable for any costs for the Work in excess of this Grant amount, or for any unauthorized or ineligible costs.
- 1) For the purposes of performing the Work related to the HRI, as set forth in provision Ex. A-E.5 of Exhibit E of this Agreement, the Department agrees to provide the amount set forth in provision Ex. B-E.1 of Exhibit E of this Agreement, in the form of a grant for the uses identified in the Sources and Uses. In no instance shall the Department be liable for any costs for the Work in excess of this amount, or for any unauthorized or ineligible costs.
  - 2) For the purposes of performing the Work related to the PGM, as set forth in provision Ex. A-E.6 of Exhibit E of this Agreement, the Department agrees to provide the amount set forth in provision Ex. B-E.2 of Exhibit E of this Agreement, in the form of a grant for the uses identified in the Sources and Uses. In no instance shall the Department be liable for any costs for the Work in excess of this amount, or for any unauthorized or ineligible costs.
  - 3) For the purposes of performing the Work related to the STI, as set forth in provision Ex. A-E.7 of Exhibit E of this Agreement, the Department agrees to provide the amount set forth in provision Ex. B-E.3 of Exhibit E of this Agreement in the form of a grant for the uses identified in the Sources and Uses. In no instance shall the Department be liable for any costs for the Work in excess of this amount, or for any unauthorized or ineligible costs.

## EXHIBIT B

4) For the purposes of performing the Work related to the TRA, as set forth in provision Ex. A-E.8 of Exhibit E of this Agreement, the Department agrees to provide the amount set forth in provision Ex. B-E.4 of Exhibit E of this Agreement, in the form of a grant for the uses identified in the Sources and Uses. In no instance shall the Department be liable for any costs for the Work in excess of this amount, or for any unauthorized or ineligible costs.

B. The Department may approve a request from the Recipient to reallocate funds between authorized activities and itemized amounts stated in the budget for the designated grant Work, except where Scoring Criteria, total point scores, or overall ranking of the Project is impacted. Reallocation of funds between authorized activities that impact any of these areas will not be allowed. Changes in aggregate of ten percent or less, of the total grant amount between activity categories during the term of this Agreement, and expenditures pursuant thereto, may be made only after the Department's express written approval, but do not require a written amendment to this Agreement.

### 3. Other Funding Sources

Where the Sources and Uses set forth in this Exhibit B identify funds other than Program funds, those funds shall be expended and applied to Project costs as provided therein. Recipient agrees that it will make best efforts to ensure that the other funds specified in the Sources and Uses are available for disbursement as provided in this Exhibit and approved for the use specified in the Sources and Uses, except to the extent the Sources and Uses may be updated and modified by the Disbursement Agreement described below. The Recipient shall provide evidence and assurance of the commitment and availability of such other sources of funding identified in the Sources and Uses as provided in the Disbursement Agreement. The terms and conditions of all construction financing to be used in conjunction with the Program funds shall be subject to the Department's review and approval.

### 4. Completion Dates

- A. Program funds must be disbursed no later than April 30, 2028
- B. All un-disbursed funds remaining as of April 30, 2028, shall be disencumbered.
- C. All invoices for payment must be submitted to the Department no later than November 30, 2027.

**EXHIBIT B**

D. This Agreement shall expire on November 30, 2042.

**5. Method of Payment**

- A. Payment shall be made as reimbursed progress payments as set forth in the Disbursement Agreement. Recipient shall request payment for work completed on forms provided by the Department and subject to such documentation as the Department may require.
- B. The Department shall not authorize payments unless it determines that the Program funds shall be expended and disbursed in compliance with the terms and provisions of the Guidelines, the NOFA, this Agreement and the Disbursement Agreement.

**6. Disbursement Agreement**

- A. The Recipient, the Department and such other parties as may be reasonably required by the Department, shall enter into a Disbursement Agreement in a form provided by the Department. The Disbursement Agreement shall contain a specific description of the Work, an updated table of Sources and Uses, and the specific terms and conditions for the disbursement of Program funds. In the event of a conflict between this Agreement and the Disbursement Agreement, as determined by the Department, the terms of the Disbursement Agreement, being the later and more specific document, shall govern; provided however, that no resolution of any such conflict shall be contrary to, or result in a waiver or violation of, the Guidelines or the NOFA.FF
- B. The requirement for a Disbursement Agreement, set forth in this paragraph, may be waived by the Department where, at its sole discretion, it determines that:
  - 1) Satisfactory completion of the Work has occurred,
  - 2) Proper disbursement and use of Program funds have occurred,
  - 3) Performance of, and compliance with, all the obligations, terms and conditions of this Agreement have occurred, and,
  - 4) Compliance with all applicable statutes, laws, guidelines, and regulations, all have been or will be achieved without the execution of a Disbursement Agreement. The Department may require the submittal by the Recipient

## **EXHIBIT B**

of such information, records, documents, certificates and other material, as it deems necessary to make this determination.

- C. Payee Data Record Form must be filled out by each Recipient receiving grant funds. All payee(s) receiving Grant funds are listed in provision Ex. B-E.5 of Exhibit E of this Agreement.

### **SOURCES AND USES - HRI** **PROJECT BUDGET**

Sources and Uses for the HRI Work are as set forth in provision Ex. B-E.6 of Exhibit E of this Agreement.

### **SOURCES AND USES – PROGRAM COSTS** **PROJECT BUDGET**

Sources and Uses for the PGM Work are as set forth in provision Ex. E-B.7 of Exhibit E of this Agreement.

### **SOURCES AND USES - STI** **PROJECT BUDGET**

Sources and Uses for the STI Work are as set forth in provision Ex. E-B.8 of Exhibit E of this Agreement.

### **SOURCES AND USES – TRA** **PROJECT BUDGET**

Sources and Uses for the TRA Work are as set forth in provision Ex. E-B.9 of Exhibit E of this Agreement.

## EXHIBIT D

### AHSC PROGRAM TERMS AND CONDITIONS

#### GENERAL

##### 1. Effective Date, Commencement of Work and Completion Dates

- A. This Agreement is effective upon approval by all parties and the Department, which is evidenced by the date signed by the Department on page one, Standard Agreement, STD 213 (the "Effective Date"). The Recipient agrees that neither the construction of the Development nor the Work has commenced as of the deadline for submittal of applications set forth in the Notice of Funding Availability. The Recipient agrees that the Work shall be completed as specified in this Agreement, and as set forth in the Project Report, incorporated in this Agreement by reference subject to the Agreement expiration date specified on page 1, number 2, of this Agreement (STD 213), and in Exhibit B, unless a written request for an extension is submitted and written approval by the Department is provided within 90 days prior to the expiration date of the Agreement. Any extension to the expiration date shall require an amendment to this Agreement.

##### 2. Termination

Notwithstanding any other provision of this Agreement, the Department may terminate this Agreement at any time for cause by giving at least 14 days' notice in writing to the Recipient. Cause shall consist of violations by Recipient of any General or Special Terms and Conditions of this Agreement. Upon termination of this Agreement, unless otherwise approved in writing by the Department, any Program Grant funds received by the Recipient shall be returned to the Department within 14 days of the Notice of Termination. In the event of withdrawal of the Department's expenditure authority, all obligations of the Department to continue funding any amounts, whether for the benefit of Recipient or any other persons, shall fully and immediately cease and terminate, and the Department shall thereafter have no duty or obligation to undertake or perform any act that it is not legally or practically able to. Department makes no representation or warranty, express or implied, to Recipient or any other persons that all or any portion of the Program Grant Documents will be enforceable after the withdrawal of the Department's funding authority.

##### 3. Program Grant Documents

In addition to this Agreement, the Recipient shall execute and enter into a Disbursement Agreement which shall govern the terms, disbursement and use of the Program funds,

## EXHIBIT D

the Covenant described below, and other additional agreements and documents, as the Department may deem reasonable and necessary to meet the requirements of the Program and the terms and conditions of this Agreement. The Department may request, and if requested, the Recipient shall agree to and record a performance deed of trust ensuring the completion of the Work. Said performance deed of trust shall be recorded against the entire legal parcel underlying the object which it ensures is being constructed.

### 4. Covenant Regarding the Development

Prior to the disbursement of Program funds, the Recipient shall enter into a written Covenant Regarding the Affordable Housing Development ("Covenant") with the Department, and including such other parties as the Department may reasonably require, which shall require the development and construction of the Development with, the number of units and the number of bedrooms per unit, the extent and depth of affordability, as set forth in the Project Report and Exhibit A, and other uses and amenities for which points were granted to the Application. The Covenant shall be recorded against the parcel or parcels of real property on which the Development is to be located and shall be binding on all successors, transferees, and assignees acquiring an interest in the Development as follows:

- A. For rental affordable housing developments, the Covenant shall require the continuation of the affordability of the Development for a period of not less than 55 years from the date of the filing of a Notice of Completion for the Development.
- B. For homeownership affordable housing developments, the Covenant shall require the continuation of the affordability for a period of not less than 30 years from the date of a filing of a Notice of Completion for the Development. The affordability will be ensured through a resale restriction or equity sharing upon resale.
- C. The Department may waive this requirement for the Covenant upon the Department's determination that sufficient protections are in place to ensure the development and continued operation and occupancy of the Development in accordance with this Agreement.
- D. In addition to the Covenant, the Department may request, and if requested, the Recipient shall agree to and record a performance deed of trust ensuring the completion of the Work. Said performance deed of trust shall be recorded against the entire legal parcel underlying the object which it ensures is being

## EXHIBIT D

constructed. Alternatively, the Department may require that the Covenant contain a power of sale clause, which may be exercised if the Work is not timely completed, or in the event of an uncured breach of this Agreement.

### 5. Site Control

The Recipient shall ensure that site control of the real property associated with the Work is sufficient to meet the requirements of the Program. This shall include, but not be limited to, ensuring the timely commencement of the Work as determined by the Department. Site control of the Work may be evidenced by one of the following:

- A. Fee title;
- B. A leasehold interest on the property with provisions that enable the lessee to make improvements on and encumber the property provided that the terms and conditions of any proposed lease shall permit, prior to grant funding, compliance with all program requirements;
- C. An enforceable option to purchase or lease which shall extend through the anticipated date of the Program award as specified in the NOFA;
- D. An executed disposition and development agreement, right of way, or irrevocable offer of dedication to a Public Agency;
- E. An executed encroachment permit for construction of improvements or facilities within the public right of way or on public land;
- F. An executed agreement with a public agency that gives the applicant exclusive rights to negotiate with the agency for the acquisition of the site, provided that the major terms of the acquisition have been agreed to by all parties;
- G. A land sales contract or enforceable agreement for acquisition of the property; or other forms of site control that give the Department equivalent assurance (equivalent to A-G above) that the applicant or developer will be able to complete the Work and all housing designated in the Application in a timely manner and in accordance with all the requirements of the Program.

The Recipient shall also obtain all licenses, easements and rights-of-way or other interests required for completion of the Work and provide evidence of such instruments prior to the first disbursement of Program funds.

## EXHIBIT D

### 6. Appraisals

Recipient shall, at the request of the Department, provide an appraisal of the real property to be acquired as part of the Work, prepared in a form, and by a qualified appraiser, acceptable to the Department.

### 7. Relocation Plan

If there is, or will be any residential or commercial displacement directly or indirectly caused by the Work, as defined in state law, the Recipient shall provide a relocation plan conforming to the requirements of state law and the regulations adopted by the Department in California Code of Regulations, Title 25, section 6000 et seq. The project and/or the development budget shall contain sufficient funds to pay all costs of relocation benefits and assistance as set forth in the relocation plan accepted by the Department. Should a relocation plan not be required, Recipient must provide documentation for Department approval that there are no relocation requirements.

### 8. Article XXXIV

The Recipient shall deliver to the Department satisfactory evidence that the requirements of Article XXXIV of the California Constitution are inapplicable or have been satisfied.

### 9. Environmental Conditions

The Recipient shall provide to the Department the following:

- A. All Environmental Site Assessment ("ESA") Reports (to include Phase I, II, III, supplemental or update assessments and reports) for the Work, in conformance with ASTM Standard Practice E 1527, evaluating whether the Work is affected by any recognized environmental conditions.
- B. Documentation and/or a certification satisfactory to the Department that all ESA Report recommendations including remediation and/or mitigation work have been completed.
- C. Mitigation requirements required as a result of the Final Environmental Impact Report ("EIR") or Mitigated Negative Declaration if applicable and evidence satisfactory to the Department that all mitigation requirements have been satisfied.

## EXHIBIT D

### 10. **Compliance with State and Federal Laws, Rules, Guidelines and Regulations**

The Recipient agrees to comply with all State and Federal laws, rules and regulations that pertain to construction, health and safety, labor, fair employment practices, equal opportunity, and all other matters applicable to the Work, the Recipient, it's Contractors or Subcontractors, and any Grant activity.

### 11. **Litigation**

- A. If any provision of this Agreement, or an underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of the Department, shall not affect any other provisions of this Agreement and the remainder of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are, and shall be, deemed severable.
- B. The Recipient shall notify the Department immediately of any claim or action undertaken by or against it, which affects or may affect this Agreement or the Department, and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of the Department.

### 12. **Milestones**

Recipient shall ensure the completion of the Performance Milestones set forth in the Project Report and Exhibit A of this Agreement, and as further set forth in the Disbursement Agreement by the designated dates. Recipient shall timely inform the Department when a milestone is missed or at risk of being missed, provide an update of these timelines and provide assurances from the Recipient for timely completion of the remaining Milestones. Failure to timely notify the Department shall be considered a default under this Agreement.

### 13. **Insurance**

The Recipient shall have and maintain in full force and effect forms of insurance, at such levels and for such periods, in accordance with the Disbursement Agreement.

### 14. **Change of Conditions**

Notwithstanding the Department's obligation to provide payments pursuant to Exhibit B hereof, the Department reserves the right to evaluate the Recipient's need for Program funds based on new information or funding sources associated with the Work. If the Department determines that the Program funds, or a portion thereof, are no longer

## EXHIBIT D

necessary to complete the Work, the Department may reduce the amount of the Grant accordingly. In the event the Department determines the Work is no longer financially feasible, any Grant commitment issued by the Department and this Agreement may be terminated.

### 15. **Obligations of Recipient with Respect to Certain Third-Party Relationships**

The Recipient shall remain fully obligated under the provisions of this Agreement, notwithstanding its designation of any third party or parties for the undertaking of all or any part of the Work with respect to which assistance is being provided under this Agreement. The Recipient shall comply with all lawful requirements of the Department necessary to ensure the completion, occupancy and use of the Work in accordance with this Agreement.

### 16. **Waivers**

No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of the Department to enforce at any time the provisions of this Agreement or to require at any time performance by the Recipient of these provisions shall in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of the Department to enforce these provisions.

### 17. **Identity of Interests**

As a condition of disbursement, Recipient shall execute a Certificate of Identity of Interest ("Certificate") listing all relationships constituting an identity of interest with entities providing goods or services in connection with Recipient's performance of the Work. The Certificate shall be in a form provided by the Department. At the Department's request, Recipient shall submit contracts, instruments, documents, correspondence, or other writings relating to Recipient's relationship with entities listed in the Certificate. The existence and nature of such relationships shall be subject to the review and approval of the Department and to the extent necessary to ensure compliance with Program requirements and this Agreement.

## **DESIGN REQUIREMENTS**

### 18. **Architect**

The Recipient shall utilize the services of an architect and/or an engineer to provide professional design and engineering services for the Work. The contract shall require an architect and/or an engineer to supervise the construction work, conduct periodic site

## EXHIBIT D

visits, prepare periodic inspection reports, verify the validity of the construction contractor's payment requests, prepare or review change orders, and, upon completion of construction, provide the certification described in paragraph 33 of these Program Terms and Conditions. At the request of the Department, Recipient shall submit any and all contracts for these services to the Department for its review and approval.

### 19. **Plans and Specifications and Project Cost Estimates**

At the request of the Department, the Recipient shall submit plans and specifications and project cost estimates for the Work to the Department for its review and approval. The Work shall be constructed in substantial compliance with the plans and specifications, subject to any change order(s) accepted by the Department where such acceptance is required.

### 20. **Reasonable Development Costs**

At the request of the Department, the Recipient shall provide evidence acceptable to the Department that the total costs of the Work are reasonable and necessary for the proposed improvements. To verify cost reasonableness, the Department may require qualified third-party verification of cost, evidence of the competitive bidding of major cost components and appraisals.

### 21. **Adaptability and Accessibility**

The Work shall comply with all applicable federal, state and local laws regarding adaptability and accessibility for persons with disabilities in the design, construction and rehabilitation of projects.

### 22. **Acoustics Report**

Upon request, the Recipient shall provide the Department with an acoustics report for the Affordable Housing Development in form acceptable to the Department.

### 23. **Approval by Public Works Department**

Where approval by a local public works department, or its equivalent, is required for the Work, the Recipient must submit, prior to the disbursement of Grant funds, a statement from that department, or other documentation acceptable to the Department, indicating that the Work has been approved by that department.

## EXHIBIT D

### **CONSTRUCTION REQUIREMENTS**

#### **24. Construction Contract**

Except for work performed by its own employees, the Recipient shall enter into a written construction contract or contracts ("Construction Contract(s)") with a duly licensed contractor or contractors ("Contractor(s)") for the construction activities of the Work. The Construction Contract(s) shall require, where applicable, prevailing wages be paid in conformance with Labor Code section 1720 et seq. and applicable provisions of this Agreement. The Construction Contract(s) and any amendments thereto shall be subject to the prior approval of the Department.

#### **25. Contractor's Assurance of Completion**

The Contractor(s) shall provide security to assure completion of the Work by furnishing the Recipient with Performance and Payment Bonds, or a Letter of Credit, which shall remain in effect during the entire term of the Construction Contract(s), and which shall be in a form and from an issuer which is acceptable to the Department. The Performance Bond shall be in an amount at least equal to 100 percent of the approved construction costs included in the Construction Contract(s) to provide security for the faithful performance of the Construction Contract(s) including a warranty period of at least 12 months after completion. The Payment Bond shall be in an amount at least equal to 100 percent of the approved construction costs included in the Construction Contract(s) to provide security for the payment of all persons performing labor on the Work and furnishing materials in connection with the Construction Contract. A Letter of Credit shall be in an amount equal to at least 20 percent of the approved construction costs included in the Construction Contract(s), in the form of an unconditional irrevocable, stand-by letter of credit. The Department shall be named as an additional obligee in the Bonds or an additional beneficiary under the Letter of Credit.

#### **26. Prevailing Wages**

Pursuant to Section 113 of the Guidelines, Recipient will ensure compliance with State Prevailing Wage Law (Labor Code Sections 1720-1781).

#### **27. Construction Phase Information**

If requested by the Department, the Recipient shall provide the Department:

- A. Information during the construction period, including but not limited to all change orders and modifications to the construction documents, and all inspection

## EXHIBIT D

- reports of the Work. Upon written notice to Recipient, the Department may require its advance written approval of all future change orders and modifications. Deviations from the plans and specifications which have the effect of reducing the quality, life or utility of a specified item or system must receive the prior written approval of the Department. Should change orders be submitted to the Department for its approval, they shall be deemed accepted if not rejected in writing within 10 business days of receipt by the Department. Recipient shall not authorize or approve any change orders rejected by the Department where the Department's approval is required.
- B. Information during the construction period including but not limited to all change orders and modifications to the construction documents, all inspection reports prepared by the Development architect and other consultants, and information relative to the Development income, expenses, occupancy, relocation benefits and expenses, contracts, operations and conditions of the Housing Development. Upon written notice to Recipient, the Department may require its advance written approval of all future change orders and modifications. Deviations from the plans and specifications which have the effect of reducing the quality, life or utility of a specified item or system must receive the prior written approval of the Department. Should change orders be submitted to the Department for its approval, they shall be deemed accepted if not rejected in writing within 10 business days of receipt by the Department. Recipient shall not authorize or approve any change orders rejected by the Department where the Department's approval is required.

### 28. Signage

- A. Recipient shall place signs on the construction site for the Work stating that the Department is providing financing through the Program in an appropriate location(s), typeface and size containing the message set forth in provision Ex. E-D.1 of Exhibit E of this Agreement.
- B. The sign shall be maintained in a prominent location visible and legible to the public through construction completion. If the job sign includes the acknowledgment and/or logo of one or more other public lenders or grantors, the acknowledgement and logos required by this Paragraph 28 shall also be displayed in a similar size and layout. Copies of the Department, SGC and California Climate Investments ("CCI") logos can be obtained by contacting the HCD Contract Coordinator.

## EXHIBIT D

- C. Upon installation of the sign, the Recipient shall submit a digital photograph thereof to the Department. The Recipient will also provide the Department, upon its request, with copies of any photographs that may be taken of the Work by or on behalf of the Recipient or its architect. The Recipient will provide an acceptable written consent and release agreement authorizing use of said photographs, all at no expense to the Department.

### **INSPECTION OF GRANT ACTIVITIES**

#### **29. Site Inspection**

The Department reserves the right, upon reasonable notice, to inspect the Work site and any structures or other improvements thereon to determine whether the Work site meets the requirements of Program and this Agreement. If the Department reasonably determines that the site is not acceptable for the proposed Work in accordance with the Guidelines, the Department reserves the right to cancel its funding commitment and this Agreement.

#### **30. Work Inspection**

- A. The Department and any authorized representative of the Department shall have the right, during construction and thereafter, to enter upon and inspect the construction of the Work to ensure that the construction is being and has been performed in accordance with the applicable Federal, State, and /or local requirements, the Guidelines and the terms of this Agreement. Such right to inspect shall include, but shall not be limited to, the right to inspect all work done, all materials and equipment used or to be used, and all books and records, including payroll records, maintained in connection with the construction work. Such right of inspection shall be exercised in a reasonable manner.
- B. The Recipient shall be required to correct all circumstances found by such inspections not to conform to the applicable Program requirements, and to withhold payment to the Contractor and/or Subcontractor(s) until action(s) to correct the non-conforming circumstances is/are corrected by the Recipient and approved by the Department.
- C. The Department reserves the right to withhold payment for any costs found not to conform to applicable Program requirements until such actions have been taken to correct the non-conforming circumstances and such corrective actions have been approved by the Department.

## EXHIBIT D

- D. The Department shall have no affirmative duty to inspect the Work and shall incur no liability for failing to do so. Once having undertaken any inspection, neither the Department, nor any representative of the Department shall incur any liability for failing to make any such inspection properly, or for failing to complete any such inspection. The fact that such inspection may or may not have occurred shall not relieve the Recipient, the contractor, the construction lender, the architect, the structural engineer, the locality or anyone else of any obligation to inspect the Work.

### 31. Audit/Retention and Inspection

- A. The Department, its representatives or employees, or its delegatee shall have the right to review, obtain, and copy all records pertaining to performance of the Agreement. Recipient shall provide the Department or its delegatee with any relevant information requested and shall permit the Department or its delegatee access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material. Recipient further agrees to maintain such records for a minimum period of four years after final payment under the Agreement, unless a longer period of records retention is stipulated.
- B. Payment for any cost which is not authorized by this Agreement or which cannot be adequately documented shall be disallowed and must be reimbursed to the Department or its designee by the Recipient.
- C. At any time during the term of this Agreement, the Department may perform or cause to be performed a financial audit of any and all phases of the Work. At the Department's request, the Recipient shall provide, at its own expense, a financial audit prepared by a certified public accountant.
- D. The audit shall be performed by a qualified State, Department, local or independent auditor. The Agreement for audit shall include a clause which permits access by the Department to the independent auditor's working papers.
- E. If there are audit findings, the Recipient shall submit a detailed response to the Department for each audit finding. The Department will review the response and, if it agrees with the response, the audit process ends, and the Department will notify the Recipient in writing. If the Department is not in agreement, the Recipient will be contacted in writing and will be informed as to the corrective actions required to cure any audit deficiencies. This action could include the repayment of disallowed costs or other remediation.

## EXHIBIT D

- F. If so directed by the Department upon termination of this Agreement, the Recipient shall cause all records, accounts, documentation and all other materials relevant to this Agreement to be delivered to the Department as depository.

### **COMPLETION OF CONSTRUCTION**

#### **32. Relocation Plan Implementation Report**

The Recipient shall provide a report, in a form acceptable to the Department, summarizing the actions taken and identifying all recipients of relocation assistance and benefits, and the amounts paid, and benefits provided, to or on behalf of each recipient.

#### **33. Architect Certification**

Where required by the Department, the Recipient shall cause the Work architect(s) or other appropriate professional to certify to the Department, in form acceptable to the Department, that all construction is completed in accordance with the "as-built" Plans and Specifications and in compliance with all applicable federal, state and local laws relating to disabled accessibility.

#### **34. Cost Certification**

At the request of the Department, the Recipient shall submit a Work cost certification that shall have been audited by an independent certified public accountant in accordance with the requirements of the Department and the California Tax Credit Allocation Committee, if applicable. The Recipient (and the developer or builder if there is an identity of interest with the Recipient) shall keep and maintain records of all construction costs not representing work done under the construction contract and to make such records available for review by the Department.

#### **35. Recorded Notice of Completion**

The Recipient shall provide to the Department a certified copy of any Notice of Completion for the Development recorded in the county in which the Development is located.

#### **36. "As-Built" Plans and Specifications**

Upon completion, at the request of the Department, the Recipient shall submit "as-built" plans and specifications for the Work and Development acceptable to the Department.

## EXHIBIT D

### **AFFORDABLE HOUSING DEVELOPMENT REQUIREMENTS**

#### **37. Confirmation of Permitted Housing Units**

Conditions precedent to the first disbursement of Program funds shall include receipt of all required public agency entitlements and all required funding commitments for the Development. The housing units to be developed in the Development must be completed, as evidenced by receipt of a certificate of occupancy, within the time period established in this Agreement.

### **REPORTING REQUIREMENTS**

#### **38. Reports on California Climate Investments**

Upon Department's request, Recipient shall provide to the Department any and all necessary data that it is legally and factually able to provide that is required to be reported pursuant to the most recently adopted Funding Guidelines for California Climate Investments by the California Air Resources Board.

#### **39. Reports on Work**

Recipient shall submit, upon request of the Department, a periodic performance report regarding the construction or implementation of the Work. The reports will be filed on forms provided by the Department.

#### **40. Reports on Affordable Housing Development**

Recipient shall submit to the Department periodic reports, as required by the Department, but not less than annually, describing the development, construction and occupancy of the Development and the housing designated in the Application. The report shall include, but not limited to, information regarding unit affordability and occupancy, construction and permanent financing evidenced by commitment letters, and a construction and completion schedule demonstrating compliance with this Agreement and the Guidelines. The reports will be filed on forms provided by the Department.

#### **41. Updated Information**

Recipient shall provide the Department updated documentation for any substantial change in the information previously provided relating to the Work and the conditions described above.

## EXHIBIT D

### 42. Monitoring Requirements

The Program may perform program and/or fiscal monitoring of the Grant. The Recipient agrees to cooperate with any such monitoring and provide reasonable access to all Work files, records, documents and other information to employees or representatives of the Department. The Recipient shall resolve any monitoring findings to the Program's satisfaction by the deadlines set by the Department.

## REPAYMENT OF GRANT FUNDS

### 43. Breach of this Agreement

In the event of a breach or violation by the Recipient of any of the provisions of this Agreement, including without limitation, the times for commencement and completion of the construction of the Development and the housing designated in the Application as set forth in this Agreement, the Department may give written notice to the Recipient to cure the breach or violation within a period of not less than 30 days. If the breach or violation is not cured to the satisfaction of the Department within the specified time period, the Department, at its option, may declare a default of the Agreement and may seek remedies for the default, including the following:

- A. The Department may terminate this Agreement and demand repayment of the Program funds to the extent that work for costs to be paid by Program funds as provided in Exhibit B remains unperformed or uncompleted. Recipient shall be liable for all costs to complete all such uncompleted or unperformed work.
- B. The Department may seek, in a court of competent jurisdiction, an order for specific performance of the defaulted obligation or the appointment of a receiver to complete the Work in accordance with Program requirements.
- C. The Department may seek such other remedies as may be available under this Agreement or any law.
- D. This Agreement may be canceled by the Department under any of the following conditions:
  - 1) An uncured breach or violation by Recipient of this Agreement or the Disbursement Agreement;
  - 2) The objectives and requirements of the Program cannot be met by continuing the commitment or this Agreement;

## EXHIBIT D

- 3) Construction of the Work or Development cannot proceed in a timely fashion in accordance with the Performance Milestones in Exhibit A of this Agreement; and,
- 4) Funding or disbursement conditions have not been or cannot be fulfilled within required time periods.

### 44. AHSC Cross-Default Provision

This award was based on the total points awarded the Recipient's Application, during a highly competitive process. The Application proposed an integrated combination of some or all of the following Project components:

Affordable Housing Development (AHD);  
Housing-Related Infrastructure (HRI);  
Sustainable Transportation Infrastructure (STI);  
Transportation-Related Amenities (TRA); and  
Program (PGM)

The Application's point score was based, in part, on the Project's total projected reduction of greenhouse gas (GHG) emissions. The Project components (AHD, HRI, STI, TRA, and PGM) that were proposed in the Application and approved by the Department must be completed in order to achieve this projected reduction of GHG emissions. By executing this Agreement, the Recipient acknowledges and agrees, that in the event the AHD component is not timely completed pursuant to Program requirements, that the Recipient will no longer qualify for the Grant award. In that event, all disbursements of Grant funds would cease, and the Recipients would be responsible for repayment of all disbursed Grant funds.

### 45. Departmental Cross-Default Provision

In the event the Project or Development is or has been awarded any other Departmental grant or loan funding in addition to the Program Loan and Program Grant contemplated by the Award Letter from the Department to Recipient (each such funding, including the Program Loan and Program Grant referenced in the Award Letter, being a "Departmental Funding"), then each Departmental Funding will be cross-defaulted to the other Departmental Funding so that:

- A. the compliance by the obligated party(ies) under the Department's documentation relating to one Departmental Funding shall be a condition

**EXHIBIT D**

precedent to the funding and disbursement of the funds to be provided under all of the other Departmental Fundings; and

- B. a default under one Departmental Funding shall constitute a default under all of the other Departmental Fundings.

The loan and grant documentation for each Departmental Funding shall reflect the cross-defaulted nature of all such fundings.

## EXHIBIT E

### PROJECT-SPECIFIC PROVISIONS AND SPECIAL TERMS AND CONDITIONS:

#### 1. Project-Specific Provisions

The following are project-specific terms and conditions (and shall inform the references made to project-specific information not contained in prior exhibits).

##### **Provision Ex. A-E.1 (As Referenced in Exhibit A, section 1)**

The Project Report is dated December 30, 2021.

##### **Provision Ex. A-E.2 (As Referenced in Exhibit A, section 1)**

The Award Letter is dated February 4, 2022.

##### **Provision Ex. A-E.3 (As Referenced in Exhibit A, section 3)**

The Scope of Work ("Work") for this Agreement shall consist of one or more of the following categories, by or on behalf of the Recipient, within the Program Project Area:

Included ("x")	Grant Award Categories
	Housing Related Infrastructure ( <b>HRI</b> )
x	Program Costs ( <b>PGM</b> )
x	Sustainable Transportation Infrastructure ( <b>STI</b> )
x	Transportation-Related Amenities ( <b>TRA</b> )

**EXHIBIT E**

**Provision Ex. A-E.4 (As Referenced in Exhibit A, section 3)**

The Development that is identified in the Award Letter and described in the Application, and that is supported by the HRI Work, if any, and which is to be developed and constructed by the Recipient, or other developer on behalf of the Recipient, contains the following unit mix:

1901 Broadway Sacramento, CA 95815 Sacramento County		On Broadway Apartments		
Enter the number of units by bedroom size and income limit.				
# of Bedrooms	# of Project Units	AHSC Assisted Units*	Income Limit (Percent of AMI)	TOTAL RESTRICTED UNITS**
1	32	0	30%	32
1	19	19	50%	19
1	17	17	60%	17
2	4	0	30%	4
2	16	16	50%	16
2	15	15	60%	15
3	1	0	30%	1
3	17	17	50%	17
3	17	17	60%	17
2	1	0	Manager	0
3	1	0	Manager	0
<b>Total Project Units</b>	140	101		138

\* Rental Affordable Housing Developments must include at least 20 percent of the total residential units as Affordable Units with an overall Project average affordability of all Restricted Units within the Project no greater than 50 percent represented by Area Median Income (AMI).

\*\*Total Restricted units include all units restricted by the Program and the Tax Credit Allocation Committee (TCAC). The HRI Grant amount, if any, was calculated based on the number of Total Restricted Units.

## EXHIBIT E

### **Provision Ex. A-E.5 (As Referenced in Exhibit A, section 3A)**

#### **Housing Related Infrastructure**

The Scope of Work for this Agreement for Housing Related Infrastructure ("HRI Work") shall consist of the following:

N/A

### **Provision Ex. A-E.6 (As Referenced in Exhibit A, section 3B)**

#### **Program Costs**

The Scope of Work for this Agreement for Program (PGM) Costs ("PGM Work"), shall consist of the following:

One free transit pass for three years for each of the units in the Affordable Housing Development and on-site workforce development training for residents and other community members thorough the Sacramento Employment and Training Agency (SETA). The Sponsor has set aside \$150,000 to fund an additional year of SETA training.

### **Provision Ex. A-E.7 (As Referenced in Exhibit A, section 3C)**

#### **Sustainable Transportation Infrastructure**

The Scope of Work for this Agreement for Sustainable Transportation Infrastructure ("STI Work") shall consist of the following:

Purchase of 1.5 new rail cars for the San Joaquin Regional Rail Commission (SJRRRC) ACE Train, construction of new Class II bike lanes and improvements to bike pavement surfaces on 34th Street, installation of pedestrian-scale lighting, and installation of bulb-outs at X Street and W Street, including a rectangular rapid-flashing beacon, pavement, and crosswalk markings at Sacramento Charter High School. Improvements on 2nd Avenue include construction of a Class I bike connection, closure of the block between Broadway and 34th Street to vehicular traffic and removal of the existing roadway segment, construction of new sidewalks, reconstruction of the corner to improve emergency vehicle access, and installation of a median refuge island to facilitate safe bicycle crossings.

**EXHIBIT E**

**Provision Ex. A-E.8 (As Referenced in Exhibit A, section 3D)**

**Transportation-Related Amenities**

The Scope of Work for this Agreement for Transportation-Related Amenities ("TRA Work") shall consist of the following:

Funding for a new SJRRC Midtown Station to expand ACE Train passenger rail service in Sacramento.

**Provision Ex. A-E.9 (As Referenced in Exhibit A, section 4)**

**Criteria Applicability**

Based on the points awarded to its Application, Recipient assures the Department of the existence of the following criteria of Section 107 in the Guidelines

<b>AHSC Round 6 Guidelines, Section 107 Reference</b>	<b>Application Score</b>
(a) GHG Transit	5
(b) GHG Housing, Active Transportation, and Renewable Energy	2
(c) GHG Efficiency	15
(d) Active Transportation Improvements	8
(e) Green Buildings and Renewable Energy	6
(f) Housing and Transportation Collaboration	9
(g) Location Efficiency and Access to Destinations	5.66
(h) Funds Leveraged	4
(i) Anti-Displacement Strategies	6
(j) Local Workforce Development & Hiring Practices.	3
(k) Housing Affordability	5
(l) Programs	2
(m) Collaboration & Planning	4
(n) Community Benefits & Engagement	4
(o) Community Climate Resiliency	3
(p) Community Air Pollution Exposure Mitigation	2

**EXHIBIT E**

**Provision Ex. A-E.10 (As Referenced in Exhibit A, section 4A)**

**GHG Emissions Reductions Estimate**

Based on the inputs in the Application, the estimated total MTCO<sub>2e</sub> over the life of the project is 86,333. This information can be found on the SGC’s website in a document titled Round 6 Score Data.

**Provision Ex. A - E.11 (As Referenced in Exhibit A, section 5)**

**Performance Milestones**

Recipient shall ensure the completion of the Performance Milestones set forth by the designated dates as found below:

HRI PERFORMANCE MILESTONES	DATE
Executed binding agreement between the Recipient and developer of the proposed Development detailing the terms and conditions of the Project development.	N/A
Site Control of Development site(s) by proposed housing developer.	N/A
Completion of all necessary environmental clearances, including those required under CEQA and NEPA.	N/A
Obtaining all necessary and discretionary public land use approvals.	N/A
Obtaining all enforceable funding commitments for at least the first phase of the Development supported by HRI.	N/A
Obtaining all enforceable funding commitments for all construction period financing for the HRI.	N/A
Obtaining enforceable commitments for all construction/permanent financing described in the Sources and Uses including substantially final construction and permanent loan documents, and tax credit syndication documents for remaining phases of Project.	N/A
Submission of final construction drawings and specifications to the appropriate local building department or permitting authority.	N/A

**EXHIBIT E**

Commencement of construction of the HRI.	N/A
Construction of HRI complete.	N/A
Program funds fully disbursed.	N/A

<b>PGM PERFORMANCE MILESTONES</b>	<b>DATE</b>
Identification and commitment of program operator and partners.	05/01/2020
Completion of a business or a work plan.	06/01/2020
Program funds fully disbursed.	07/01/2028

<b>STI PERFORMANCE MILESTONES</b>	<b>DATE</b>
Executed binding agreement between the Recipient and developer of the STI Work detailing the terms and conditions of the Project development.	06/04/2021
Site Control of STI site(s) by proposed developer.	04/01/2022
Completion of all necessary environmental clearances, including those required under CEQA and NEPA.	04/01/2022
Obtaining all necessary and discretionary public land use approvals.	08/06/2020
Submission of final construction drawings and specifications to the appropriate local permitting authority.	12/31/2025
Commencement of construction of STI.	06/01/2022
Construction completion of STI and closeout.	05/01/2027
Program funds fully disbursed.	08/01/2027

**EXHIBIT E**

<b>TRA PERFORMANCE MILESTONES</b>	<b>DATE</b>
Executed binding agreement between the Recipient and developer of the TRA Work detailing the terms and conditions of the Project development.	06/04/2021
Site Control of TRA site(s) by proposed developer.	03/31/2023
Completion of all necessary environmental clearances, including those required under CEQA and NEPA.	10/02/2020
Obtaining all necessary and discretionary public land use approvals.	10/02/2020
Submission of final construction drawings and specifications to the appropriate local permitting authority.	12/31/2025
Commencement of construction of TRA.	07/01/2023
Construction completion of TRA and closeout.	05/01/2027
Program funds fully disbursed.	08/01/2027

**Provision Ex. A-E.12 (As Referenced in Exhibit A, section 7)**

**Recipient Contact Coordinator**

The Recipient's Contract Coordinator for this Agreement is listed below. Unless otherwise informed, any notice, report, or other communication required by this Agreement shall be mailed by first class to the contact at the following address:

Recipient:	EAH Inc.
Authorized Representative Name:	Welton Jordan
Authorized Representative Title:	Assistant Secretary
Address:	22 Pelican Way San Rafael, CA 94901
Phone No.:	(415) 295-8876
Email:	welton.jordan@eahhousing.org

**EXHIBIT E**

**Provision Ex. B-E.1 (As Referenced in Exhibit B, section 2(A)(1))**

For the purposes of performing the HRI Work, as set forth in provision Ex. A-E.5 of this Exhibit E, the Department agrees to provide \$0.

**Provision Ex. B-E.2 (As Referenced in Exhibit B, section 2(A)(2))**

For the purposes of performing the PGM Work, as set forth in provision Ex. A-E.6 of this Exhibit E, the Department agrees to provide \$554,000.

**Provision Ex. B-E.3 (As Referenced in Exhibit B, section 2(A)(3))**

For the purposes of performing the STI Work, as set forth in provision Ex. A-E.7 of this Exhibit E, the Department agrees to provide \$8,688,000.

**Provision Ex. B-E.4 (As Referenced in Exhibit B, section 2(A)(4))**

For the purposes of performing the TRA Work, as set forth in provision Ex. A-E.8 of this Exhibit E, the Department agrees to provide \$1,312,000.

**Provision Ex. B-E.5 (As Referenced in Exhibit B, section 6)**

All payees receiving Grant funds are listed below:

<b>Payee Name</b>	<b>Activity</b>	<b>Award Amount</b>
<b>EAH Inc.</b>	PGM, STI, TRA	\$10,554,000

**EXHIBIT E**

Provision Ex. B - E.6 (As Referenced in Exhibit B, section 6C)

**SOURCES AND USES - HRI**  
**PROJECT BUDGET**

<b>INFRASTRUCTURE DEVELOPMENT BUDGET AND SOURCES</b>				
<b>ON BROADWAY APARTMENTS</b>			<b>EAH INC.</b>	
<b>ESTIMATED HRI CAPITAL IMPROVEMENT PROJECT COSTS</b>			<b>DEVELOPMENT COSTS BY FUNDING SOURCE</b>	
<b>DEVELOPMENT COSTS</b>				
<b>COST CATEGORY</b>		<b>TOTAL AMOUNT</b>	<b>AHSC GRANT PROGRAM</b>	<b>SUM OF ALL OTHER FUNDING</b>
<b>PROJECT ACTIVITY (HARD COSTS)</b>				
<b>Total Project Activity Costs</b>		<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>SOFT COSTS AND OTHER PROJECT RELATED COSTS</b>				
<b>Total Soft Cost and Other Project Related Costs</b>		<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>TOTAL PROJECT COSTS</b>		<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

**EXHIBIT E**

**Provision Ex. B-E.7 (As Referenced in Exhibit B, section 6C)**

**SOURCES AND USES – PROGRAM COSTS**  
**PROJECT BUDGET**

<b>BUDGET AND SOURCES</b>				
<b>ON BROADWAY APARTMENTS</b>			<b>EAH INC.</b>	
<b>ESTIMATED PROGRAM COSTS</b>			<b>DEVELOPMENT COSTS BY FUNDING SOURCE</b>	
<b>DEVELOPMENT COSTS</b>				
<b>COST CATEGORY</b>		<b>TOTAL AMOUNT</b>	<b>AHSC GRANT PROGRAM</b>	<b>SUM OF ALL OTHER FUNDING</b>
<b>SOFT COST AND OTHER PROJECT RELATED COSTS</b>				
<b>Total Soft Cost and Other Project Related Costs</b>		<b>\$704,000</b>	<b>\$554,000</b>	<b>\$150,000</b>
<b>TOTAL PROGRAM COSTS</b>		<b>\$704,000</b>	<b>\$554,000</b>	<b>\$150,000</b>

EXHIBIT E

Provision Ex. B-E.8 (As Referenced in Exhibit B, section 6C)

**SOURCES AND USES - STI**  
**PROJECT BUDGET**

INFRASTRUCTURE DEVELOPMENT BUDGET AND SOURCES				
ON BROADWAY APARTMENTS			EAH INC.	
ESTIMATED STI CAPITAL IMPROVEMENT PROJECT COSTS			DEVELOPMENT COSTS BY FUNDING SOURCE	
DEVELOPMENT COSTS				
COST CATEGORY		TOTAL AMOUNT	AHSC GRANT PROGRAM	SUM OF ALL OTHER FUNDING
<b>PROJECT ACTIVITY (HARD COSTS)</b>				
Total Project Activity Costs		\$10,175,000	\$8,275,000	\$1,900,000
<b>SOFT COSTS AND OTHER PROJECT RELATED COSTS</b>				
Total Soft Cost and Other Project Related Costs		\$413,000	\$413,000	\$0
<b>TOTAL PROJECT COSTS</b>		<b>\$10,588,000</b>	<b>\$8,688,000</b>	<b>\$1,900,000</b>

**EXHIBIT E**

**Provision Ex. B-E.9 (As Referenced in Exhibit B, section 6C)**

**SOURCES AND USES – TRA**  
**PROJECT BUDGET**

<b>INFRASTRUCTURE DEVELOPMENT BUDGET AND SOURCES</b>				
<b>ON BROADWAY APARTMENTS</b>			<b>EAH INC.</b>	
<b>ESTIMATED TRA CAPITAL IMPROVEMENT PROJECT COSTS</b>			<b>DEVELOPMENT COSTS BY FUNDING SOURCE</b>	
<b>DEVELOPMENT COSTS</b>				
<b>COST CATEGORY</b>		<b>TOTAL AMOUNT</b>	<b>AHSC GRANT PROGRAM</b>	<b>SUM OF ALL OTHER FUNDING</b>
<b>PROJECT ACTIVITY (HARD COSTS)</b>				
<b>Total Project Activity Costs</b>		<b>\$25,224,000</b>	<b>\$1,312,000</b>	<b>\$23,912,000</b>
<b>SOFT COSTS AND OTHER PROJECT RELATED COSTS</b>				
<b>Total Soft Cost and Other Project Related Costs</b>		<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>TOTAL PROJECT COSTS</b>		<b>\$25,224,000</b>	<b>\$1,312,000</b>	<b>\$23,912,000</b>

**EXHIBIT E**

**Provision Ex. D-E.1 (As Referenced in Exhibit D, section 28)**

**ON BROADWAY APARTMENTS**

**THIS PROJECT HAS BEEN MADE POSSIBLE  
BY FINANCING FROM**

**CALIFORNIA CLIMATE INVESTMENTS  
(Funded through the GREENHOUSE GAS REDUCTION FUND)  
AFFORDABLE HOUSING AND SUSTAINABLE COMMUNITIES PROGRAM  
THROUGH THE  
STRATEGIC GROWTH COUNCIL AND  
THE CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT**

**2. Special Conditions**

1. Exhibit D, Paragraph 45 – Departmental Cross-Default Provision:

Exhibit D Paragraph 45 is hereby deleted in its entirety.

# Contract Routing Sheet

Payment / Performance Bond Only

### General Routing Information

Department: Public Works Department

Contract Coordinator: Raquel Gonzalez Email: RAGonzalez@cityofsacramento.org

Effective Date: 05/19/2026 Expiration Date: 06/30/2027

Grant/Project Name: ENVISION BROADWAY IN OAK PARK

Other Party: MARK THOMAS & COMPANY, INC.

Original Not to Exceed Amount: \$ 712,412.07

Assessor's Parcel Number(s): N/A

Project Number: T15225000 Bid/RFQ/RFP#: P23151131002

### Supplements/Addendums/Change Orders

Adjusted Amount of this Change (+/-): \$ 266,659.69 New Not to Exceed Amount: \$ 1,012,468.61

Change In Scope: Yes

Original Contract Number: 2023-0484 Supplement Number: 08

### Council Approval

Original Meeting Date: \_\_\_\_\_ Council File ID: \_\_\_\_\_

Supplement Meeting Date: 05/19/2026 Council File ID: 2026-00900

### Processing Information

- Clerk's Office to Mail for Recording
- Return to Dept for Other Party Signature
- Real Estate
- Return to Dept for Recording
- Construction Related
- Additional Originals Attached – Return to Dept.

Add notes/instructions, including any other contract or council file ID numbers related to this agreement:

AWARD/COUNCIL DATE: MAY 19, 2026

**Signing Authority** - Department Directors up to \$100K; \$100K -\$250K City Manager or Assistant City Manager; \$250K+ Council Approval & Council Appointee or designee.

05/01/2026

### Department Review and Routing

AB 339 Review Confirmation (if needed ) N/A

Sign CONTRACTS: Raquel Gonzalez *Raquel Gonzalez*

Sign PROJECT MANAGER:

Sign SUPERVISOR:

Sign DIVISION MANAGER:

Sign \_\_\_\_\_

# CITY OF SACRAMENTO - DEPARTMENT OF PUBLIC WORKS SUPPLEMENTAL AGREEMENT

Supplemental Agreement #: 8

**Project Title:**  
Envision Broadway in Oak Park

<b>Contract #:</b>	2023-0484
<b>Purchase Order #:</b>	
<b>Job #:</b>	15001121

The City of Sacramento ("City") and **Mark Thomas & Company, Inc.**, ("Contractor"), as parties to that certain Professional Services Agreement designated as Agreement Number **2023-0484** including any and all prior supplemental agreements modifying said agreement (said agreement and supplemental agreements are hereby collectively referred to as the "Agreement"), hereby supplement and modify the Agreement as follows:

1. The Scope of Services specified in Exhibit A of the Agreement is amended as follows:

**See Exhibit A**

2. In consideration of the additional and/or revised services described in section 1, above, the maximum not-to-exceed amount that is specified in Exhibit B of the Agreement of Payment of Contractor's fees and expenses, is changed by \$266,659.69 and said maximum not-to-exceed amount is amended as follows:

The original not-to-exceed amount:	\$712,412.07
The net change by previous Supplemental Agreements:	\$33,396.85
The not-to-exceed amount prior to this Supplemental Agreements:	\$745,808.92
The contract sum will be increased by this Supplemental Agreement:	\$266,659.69
The new not-to-exceed amount including all Supplemental Agreements:	<b>\$1,012,468.61</b>

3. Contractor agrees that the amount of increase or decrease in the not-to-exceed amount specified in section 2, above, shall constitute full compensation for additional and/or revised services specified in section 1, above, and shall fully compensate Contractor for any and all direct and indirect costs that may be incurred by Contractor in connection with such additional and/or revised services, including costs associated with any changes in work schedules or in the performance of other services or work by Contractor. The time for the performance of the agreement is increased by **0 Days** by reason of the performance of the work required by this Supplemental Agreement.


4. Contractor warrants and represents that the person or persons executing this supplemental agreement on behalf of Contractor has or have been duly authorized by Contractor to sign this supplemental agreement and bind Contractor to the terms hereof.

5. Except as specifically revised herein, all terms and conditions of the Agreement shall remain in full force and effect, and Contractor shall perform all the services, duties, obligations and conditions required under the Agreement, as supplemented and modified by this supplemental agreement.


**Approval Recommended By:**

**Approved as to Form By:**

\_\_\_\_\_  
Project Manager

  
\_\_\_\_\_  
Michael Fry (May 1, 2026 10:45:11 PDT)  
City Attorney

**Approved By:**

  
\_\_\_\_\_  
Zachary Siviglia (May 1, 2026 07:23:30 PDT)  
Contractor

**Approved By:**

**Attested to By:**

\_\_\_\_\_  
City of Sacramento Executed Date

\_\_\_\_\_  
City Clerk

# CITY OF SACRAMENTO - DEPARTMENT OF PUBLIC WORKS SUPPLEMENTAL AGREEMENT - EXHIBIT A

Project: Envision Broadway in Oak Park

SA #: 8

ITEM #	Reason	Description	Amount
8	Changed/Unforeseen Conditions	This supplement is authorizing a budget increase needed for final design services and surveying for the 2nd Ave 'triangle' on Broadway between 34th St and 2nd Ave. COLA rate increases are also authorized for sub Fehr & Peers. Updated budget summary and 10-Hs are included.	\$266,659.69
(Client Initiated Changes) Sub-Total =			\$0.00
(Changes to Bid Documents) Sub-Total =			\$0.00
(Changed/Unforeseen Conditions) Sub-Total =			\$266,659.69
Total =			\$266,659.69

Printed On: 05/01/2026

(Rev 10/22/96) Sacramento, CA

© c-mis.com

## Raquel Gonzalez

---

**From:** Stephanie Saiz  
**Sent:** Tuesday, April 14, 2026 6:55 PM  
**To:** Raquel Gonzalez  
**Subject:** FW: AB339 Determination: Envision Broadway in Oak Park - Supplement Agreement 8 - 2023-0484

AB339 complete for Envision Broadway Supplement

---

**From:** AB339REOIntake <AB339REOIntake@cityofsacramento.org>  
**Sent:** Tuesday, April 14, 2026 5:05 PM  
**To:** Stephanie Saiz <SSaiz@cityofsacramento.org>  
**Cc:** AB339REOIntake <AB339REOIntake@cityofsacramento.org>  
**Subject:** AB339 Determination: Envision Broadway in Oak Park - Supplement Agreement 8

### 45-Day REO Notice Is **Not** Required

Contract Name:	Envision Broadway in Oak Park - Supplement Agreement 8
Contract Number (if assigned):	2023-0484
Type of Action:	Amendments (expanded scope of work or term length)
Anticipated Start Date:	May 19, 2026
Proposed Contract Duration/Timeline:	1 year

Thank you for submitting the AB 339 Contracting-Out Intake Form. Labor Relations has completed its review.

Based on the information provided, this contract is **exempt** from the requirements under AB 339. You may proceed with your contracting process.

If the scope, term, or estimated cost of the contract changes at any point, please resubmit an updated [AB 339 Contracting-Out Intake Form](#) so we can confirm that the determination still applies.

Please reach out to [ab339reointake@cityofsacramento.org](mailto:ab339reointake@cityofsacramento.org) if you have any questions.

Amber

---

**Amber Foster**

**Labor Relations Officer** | City of Sacramento | Human Resources | Labor Relations  
(916) 808-1398 | [afoster@cityofsacramento.org](mailto:afoster@cityofsacramento.org) | Historic City Hall, 915 I Street, 1<sup>st</sup> Floor, Sacramento, CA 95814

*Email correspondence with the City of Sacramento, including any attachments, may be subject to the California Public Records Act and may be subject to public disclosure unless otherwise exempt under the Act.*



April 30, 2026

Ms. Stephanie Saiz.  
City of Sacramento  
Department of Public Works  
915 I Street, Room 2000  
Sacramento, CA 95814-2604

File: 22-00207

RE: SACRAMENTO – ENVISION BROADWAY IN OAK PARK;  
PROJECT #T15225000, AGREEMENT NO. 2023-0484, PO #70121 – SUPPLEMENT 8

Dear Ms. Saiz:

Per your request, Mark Thomas is submitting this supplement for final design services for the 2<sup>nd</sup> Avenue “triangle” on Broadway between 34<sup>th</sup> Street and 2<sup>nd</sup> Avenue, as part of the Envision Broadway in Oak Park project. Mark Thomas and Fehr and Peers will prepare draft and final plans, specifications, and estimates (PS&E) for the triangle improvements. We will also provide bidding and construction support services for the successful delivery of the project.

Detailed scopes and fee estimates are attached from each consultant.

Fehr and Peers is also requesting modifications to their 10-H for staff changes as well as to apply the 2026 COLA rate increase of 2.8% to the previously approved rates and classifications.

The changes to the task budgets are shown below and in the attached billing summary.



Phase	Task	Description of Work	Original Budget	SA 8	Total Budget
811	001	1.1 Project Management	0.00	9,183.32	9,183.32
811	002	1.2 Meetings	0.00	8,354.19	8,354.19
811	003	1.3 Schedule	0.00	1,960.62	1,960.62
811	004	1.4 Agency Coordination	0.00	2,000.28	2,000.28
811	005	1.5 Monthly Status Reports	0.00	2,693.49	2,693.49
811	006	1.6 Quality Control	0.00	9,965.78	9,965.78
811	097	ODC - POTHOLING	0.00	20,305.00	20,305.00
812	001	2.1 Draft Plans	0.00	49,837.27	49,837.27
812	002	2.2 Final Plans	0.00	36,659.24	36,659.24
812	003	2.3 Engineers Estimate	0.00	16,172.12	16,172.12
812	004	2.4 Technical Specifications	0.00	21,823.16	21,823.16
812	005	2.5 Electrical PS&E	0.00	2,039.95	2,039.95
812	006	2.6 Planting and Irrigation PS&E	0.00	24,015.92	24,015.92
812	007	2.7 Supplemental Topographic Survey		4,001.94	4,001.94
813	001	3.1 Bidding Assistance & CS Support	0.00	18,866.21	18,866.21
813	002	3.2 As-Built Drawings	0.00	6,924.67	6,924.67
814	400	F&P: 2.5 Electrical PS&E	0.00	24,965.22	24,965.22
814	401	F&P: 3.1 Bidding Assistance & CS Support	0.00	6,891.31	6,891.31
		<b>Total</b>	<b>\$ 0.00</b>	<b>\$266,659.69</b>	<b>\$266,659.69</b>

Please let us know if you have any questions or need any additional information.

Sincerely,

MARK THOMAS & COMPANY, INC.



Aaron Silva  
Senior Project Manager + Associate

Attachments:

Mark Thomas – Updated 10-H (costs only), Scope and cost proposal  
Fehr & Peers – Updated 10-H (COLA), Cover letter, Scope and cost proposal



## SCOPE OF WORK

Mark Thomas will follow the scope of work below for the Envision Broadway in Oak Park Project in the City of Sacramento (City). This scope assumes that the project limits are 2<sup>nd</sup> Avenue Triangle on Broadway between 34<sup>th</sup> Street and 2<sup>nd</sup> Avenue. In the performance of this amended scope of services, Mark Thomas will diligently perform this scope of work and will be responsible for items of work under this contract to the extent that issues arising from the performance of these services are within our reasonable control, and the Mark Thomas' obligation to indemnify and defend are limited to the extent actually caused by Mark Thomas in the performance of this scope of work.

Mark Thomas will provide contract documents (final) design services needed to perform the tasks noted below. All reports and/or studies, renderings and exhibits, plans and specifications, calculations, etc. developed by Mark Thomas will at a minimum comply with the City of Sacramento standards. Electronic file deliverables will be in PDF (Portable Document Format), Microsoft (MS) Word, Microsoft (MS) Excel, and/or CAD (Autodesk AutoCAD 2024 format).

## TASK 1. PROJECT MANAGEMENT

### Task 1.1. Project Management

This task includes project management time to manage the scope tasks below. Mark Thomas' Project Manager will plan, organize, direct and monitor project work activities and resources in accordance with contracted scope, schedule and budget. This task includes performing ongoing general project management with the client, subconsultants and stakeholders including preparing contract paperwork, monthly status reports, memo's, letters and e-mail, making phone calls and maintaining project files.

Mark Thomas will prepare a master Critical Path Method (CPM) schedule and maintain it through the design process. Input will be collected from PDT meetings and incorporated for the duration of the project. The CPM schedule will be updated monthly and at major project milestones and will be prepared using Microsoft Project software.

This task also includes review of project intent, scope, budget, approach and schedule of work with City staff. Additionally, during this meeting the project team will review project limits, identify available and required documents, contact information, and regulatory items including permitting

### Task 1.2. Meetings

Mark Thomas will hold Project Development Team (PDT) meetings with the project team and City staff to ensure mutual understanding of the intended purposes, objectives, milestones and deliverables of the project.

Meetings will generally be held centered on or near key project milestones. Mark Thomas will take the lead in conducting the meetings including preparation and distribution of the meeting agenda, arrangement of attendance of meeting participants, and preparation and distribution of meeting minutes, including the recap of actions to be taken prior to the next meeting. This scope assumes a PDT meeting once per month until the project is completed for a total of 12 PDT meetings.

### **Task 1.3. Schedule**

Mark Thomas will prepare and maintain a project schedule for City review. The schedule will be updated regularly, with critical path activities clearly shown for team review purposes.

### **Task 1.4. Agency Coordination**

Mark Thomas will work with the City Project Manager to coordinate with outside agencies and stakeholders, prior to any meeting or communication with an outside agency or organization. This includes coordination with RT, School District, and utility companies.

### **Task 1.5. Monthly Status Reports**

This task will include preparing monthly status reports, which will be submitted with invoices. The status report will outline all activities for which charges have been made by the Consultant or sub-Consultants. Mark Thomas will prepare a draft status report and submit it for approval prior to submitting the first invoice.

### **Task 1.6. Quality Control**

The Mark Thomas Quality Control plan consists of established procedures for performing the work (which are reassessed with each project), including methods for design calculations, establishing appropriate levels of design development for intermediate submittals, identification of regularly scheduled plan reviews, design checklists, and methods of project documentation. Specific methods for QA/QC will include:

- The Mark Thomas Quality Assurance Manager will perform an independent review of the project plans, estimates, and reports at each submittal for consistency, constructability, and accuracy.
- Design Technicians will use a “review stamp” for each round of changes which will track who commented on the plans, who checked the drafting, and when the final product was reviewed again by the design engineer.

Mark Thomas will implement and maintain these quality control procedures during the preparation of plans and documents throughout the project.

#### **Task 1 Deliverables:**

- Meeting Agendas and Minutes (12 Meetings)
- Monthly Status Reports
- CPM Master Schedule, Updated Monthly

## **TASK 2. PS&E DEVELOPMENT**

The Mark Thomas team will prepare the design tasks for final plans, specifications, and estimates for the project. The following tasks outline the required activities needed to complete PS&E development for the Triangle.

### **Task 2.1. Draft Plans**

Mark Thomas team will build upon the 30% plans and prepare 90% level roadway plans for the Envision Broadway in Oak Park Triangle, based on NACTO and Caltrans guidelines.

The plans will include the following sheets:

Description	Scale	Sheet Count
Title Sheet	n/a	1
Project Control	n/a	1
Typical Cross Sections	n/a	1
Layouts	1"=20'	1
Construction Details	Varies	4
Drainage and Utility Plans	1"=20'	1
Signing and Striping	1"=20'	1
<b>Site Amenities Layout</b>	1"=20'	2
Irrigation Plans and Details	1"=20'	1
Planting Plans and Details	1"=20'	1
Electrical Sheets	1"=20'	5
<b>Total Sheets</b>		<b>19</b>

### Task 2.2. Final Plans

Following the Draft PS&E submittal, the Mark Thomas team will revise the plans based on comments from the City. Mark Thomas will prepare the contract documents using the City’s standard boilerplate. This task will include the effort needed to obtain final design approval from the City and produce the final construction documents.

### Task 2.3. Engineers Estimate

Mark Thomas will develop quantities and prepare construction cost estimates using the project geometrics and surfaces developed from survey information. Cost estimates will be calculated at the Draft and Final submittals. Construction costs will be developed using current bid results from similar projects, Caltrans database information and from Caltrans latest Construction Cost Manual. All estimates will be done in Caltrans BEES format using Microsoft Excel.

### Task 2.4. Technical Specifications

Mark Thomas will develop the project technical special provisions using City of Sacramento Standard Specifications. The special provisions will be prepared using Microsoft Word. Special provisions will be submitted at the Draft and Final submittals. The City’s Front End boilerplate contract language will be incorporated into the specifications at the 90% submittal.

### Task 2.5. Electrical PS&E

Fehr & Peers will prepare traffic signal plans, specifications, and estimates (PS&E) for the modification of the northwest corner of the Broadway/34th Street intersection and the installation of a RRFB at Broadway/2nd Avenue. We will prepare a cost estimate at 30% from the DCR, and PS&E at the Draft and Final submittal levels. We will address one round of City comments at each submittal level and prepare written responses. We will prepare final,

signed, PS&E in pdf format. Technical specifications will be provided in MS Word format for incorporation into the projects bid package. Cost estimates will be provided as lump-sum costs by location for each signal, and as a total lump sum cost for fiber optic interconnect. PS&E will be prepared under the responsible charge of Danny Murphy, PE C90527.

### Traffic Signal, RRFB, and Lighting Final Design

The RRFB design will identify type of controller and service, vehicle, bicycle, and pedestrian detection, vehicle and pedestrian signals, emergency vehicle preemption, and communication and surveillance equipment conforming to City of Sacramento standards. We will coordinate with SMUD to establish new electrical service points to include on the plans at Broadway/2nd Avenue.

We will perform an AGI32 photometric analysis of the Broadway/2nd Avenue intersection to determine lighting levels of the roadway and intersection. We will utilize the results to aid in the design for intersection safety lighting where signals are proposed.

Overhead electrical constraints exist on the south side of Broadway. Where we propose equipment in proximity to electrical overhead, we will develop exhibits to evaluate necessary clearances per CPUC General Order 95.

Fehr & Peers will include any underground equipment needed for traffic signal fiber optic interconnect at Broadway/2nd Avenue and any equipment needing to be installed on the northwest corner of the Broadway/34th Street intersection.

### Fiber Optic Interconnect Final Design

Fehr & Peers will prepare the final design of traffic signal fiber optic interconnect along Broadway between 2<sup>nd</sup> Avenue and 34<sup>th</sup> Street, including connections at the signal listed above. Plans will show underground equipment, including splice vaults/cases, and will include fiber optic diagrams and communication equipment schedules and diagrams.

## **Task 2.6. Planting and Irrigation PS&E**

Mark Thomas's landscape architecture and urban design division will prepare final design documents for planting and irrigation improvements at the triangle for 90% and 100% levels of completion.

Plans will include planting plans and irrigation plans (in AutoCAD, 20-scale) and coordination with the civil team on existing trees to remain, hardscape layout, and tree placement. Planting plans will include tree, shrub, and groundcover locations, plant list, plant callouts and quantities, and associated landscape construction details. Irrigation plans will include points of connection locations, mainline layout, pressure loss calculations, irrigation equipment list, and associated details. Irrigation plans will include water use (MWEL0) calculations, irrigation controller schedule, irrigation head and lateral layout with pipe sizing.

The landscape architecture division will prepare the site amenities layout plans and details for the public spaces located at Alhambra/Broadway and 2nd Ave/Broadway. Monument design is not included in this scope.

## Task 2.7. Supplemental Topographic Survey

Mark Thomas will provide supplemental topographic surveys at the intersection of 34<sup>th</sup> street and Broadway for a triangle shaped area at the northerly portion of said intersection. Data collection will include, sidewalk, curb & gutter, edge of pavement, edge of travel way, trees (greater than 6" DBH), grade breaks, and above ground surface visible utilities. No manhole dips, or invert information will be provided. This scope of work assumes a no fee City permit will be obtained to complete the field surveys.

### Task 2 Deliverables:

- Draft Plans, Specs, and Estimate (pdf)
- Final Plans Specs, and Estimate (pdf)
- Updated Topographic Base Map

## TASK 3. BIDDING ASSISTANCE AND CONSTRUCTION SUPPORT

### Task 3.1. Bidding Assistance and Construction Support

The Project Team will provide assistance to the City during the bidding process of the project. The work may include answering bid inquiries from prospective bidders, attending pre-bid meetings, and preparing addenda to the PS&E documents during the advertisement period. Mark Thomas has provided a "budget" amount to be used on a time and materials basis as requested by the City. Any time spent beyond this budget will require a contract amendment.

The Project Team will provide assistance to the City during construction of the project. The work may include responding to Requests for Information (RFIs) by the contractor, providing consultation and interpretation of the contract documents, preparing Contract Change Orders (CCOs), reviewing shop drawings, and attending construction meetings and field visits. Mark Thomas has provided a "budget" amount to be used on a time and materials basis as requested by the City. Any time spent beyond this budget will require a contract amendment.

Fehr & Peers will support construction of these improvements as related to our design elements. We will provide the following services as requested:

- Attendance at pre-bid and pre-construction meetings
- Review of contractor bids/change order cost proposals
- Review of contractor equipment submittals for general conformance with the design documents
- Review of and response to contractor requests for information (RFIs)
- Field meetings (approximately four budgeted)
- Provision of record drawings incorporating known changes to the approved plans

The contractor will provide any redlines following construction; we cannot be responsible for any omissions in the record drawings related to changes of which we are not aware.

### Task 3.2. As-Built Drawings

The Project Team will prepare as-built drawings for our plans based on redlines to be provided by the contractor.

### Task 3 Deliverables:

- As-built Drawings (pdf)

**Assumptions:**

Mark Thomas & Company will provide Fehr & Peers will survey, existing planimetrics, utilities, control, right-of-way, and proposed geometrics for our use in design. Survey will include overhead electrical line heights at locations to be determined during the final design.

Fehr & Peers will not prepare additional street lighting plans outside of what is proposed for intersection safety lighting.

## COST PROPOSAL - SA 8

### ENVISION BROADWAY IN OAK PARK

	Mark Thomas	Fehr & Peers	TOTAL
<b>Task 1 PROJECT MANAGEMENT</b>			
1.1 Project Management	\$ 9,183.32		\$ 9,183.32
1.2 Meetings	\$ 8,354.19		\$ 8,354.19
1.3 Schedule	\$ 1,960.62		\$ 1,960.62
1.4 Agency Coordination	\$ 2,000.28		\$ 2,000.28
1.5 Monthly Status Reports	\$ 2,693.49		\$ 2,693.49
1.6 Quality Control	\$ 9,965.78		\$ 9,965.78
<b>Task 1 Subtotal</b>	<b>\$ 34,157.67</b>	<b>\$ -</b>	<b>\$ 34,157.67</b>
<b>PS&amp;E DEVELOPMENT</b>			
2.1 Draft Plans	\$ 49,837.27		\$ 49,837.27
2.2 Final Plans	\$ 36,659.24		\$ 36,659.24
2.3 Engineers Estimate	\$ 16,172.12		\$ 16,172.12
2.4 Technical Specifications	\$ 21,823.16		\$ 21,823.16
2.5 Electrical PS&E	\$ 2,039.95	\$ 24,965.22	\$ 27,005.17
2.6 Planting and Irrigation PS&E	\$ 24,015.92		\$ 24,015.92
2.7 Topographic Survey	\$ 4,001.94		\$ 4,001.94
<b>Task 2 Subtotal</b>	<b>\$ 154,549.60</b>	<b>\$ 24,965.22</b>	<b>\$ 179,514.82</b>
<b>Task 3 BIDDING ASSISTANCE AND CS SUPPORT</b>			
3.1 Bidding and Construction Support	\$ 18,866.21	\$ 6,891.31	\$ 25,757.52
3.2 As-Built Drawings	\$ 6,924.67		\$ 6,924.67
<b>Task 3 Subtotal</b>	<b>\$ 25,790.88</b>	<b>\$ 6,891.31</b>	<b>\$ 32,682.19</b>
<b>Total - Labor</b>	<b>\$ 214,498.16</b>	<b>\$ 31,856.53</b>	<b>\$ 246,354.69</b>
<b>Other Direct Costs</b>			
Potholing - T2 Utility Engineers	\$ 20,305.00		\$ 20,305.00
			\$ -
<b>ODC Subtotal</b>	<b>\$ 20,305.00</b>		<b>\$ 20,305.00</b>
<b>GRAND TOTAL</b>	<b>\$ 234,803.16</b>	<b>\$ 31,856.53</b>	<b>\$ 266,659.69</b>

**COST PROPOSAL - COST PLUS FIXED FEE**

**Envision Broadway in Oak Park (PA&E)**

**MARK THOMAS**

Sr. Engineering Manager Aaron Silva	Sr. Technical Lead TBD	Project Engineer TBD	Design Engineer I TBD	Erik Smith LAUD Division Manager	LAUD Project Manager TBD	Sr. Landscape Architect TBD	Landscape Designer II TBD	Landscape Designer I TBD	Project Surveyor II TBD	Survey Technician III TBD	Certified Chief of Party (S) TBD	Chairman TBD	Sr. Project Accountant TBD	Sr. Project Coordinator TBD	Hours Subtotal	Labor Costs	OH + Fringe 150.75%	Profit 10%	Total Cost	
																				\$
<b>PROJECT MANAGEMENT - TRIANGLE SPACE</b>																				
1.1 Project Management	16														46.02					
1.2 Meetings	6	12		9		9								12	18	46	\$ 3,329.40	\$ 5,019.07	\$ 834.85	\$ 9,183.32
1.3 Schedule	6															45	\$ 3,028.80	\$ 4,565.92	\$ 759.47	\$ 8,354.19
1.4 Agency Coordination	4	4														6	\$ 710.82	\$ 1,071.56	\$ 178.24	\$ 1,960.62
1.5 Monthly Status Reports	4															8	\$ 725.20	\$ 1,093.24	\$ 181.84	\$ 2,000.28
1.6 Quality Control	4	40														12	\$ 976.52	\$ 1,472.10	\$ 244.86	\$ 2,693.49
<b>Task 1 Subtotal</b>	<b>40</b>	<b>40</b>	<b>24</b>	<b>9</b>	<b>0</b>	<b>9</b>	<b>0</b>	<b>9</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>12</b>	<b>18</b>	<b>161</b>	<b>\$ 12,983.82</b>	<b>\$ 18,668.61</b>	<b>\$ 3,105.24</b>	<b>\$ 34,157.67</b>
<b>PS&amp;E DEVELOPMENT - TRIANGLE SPACE</b>																				
2.1 Draft Plans	12	60	140	16		48	80	12								368	\$ 18,066.44	\$ 27,238.17	\$ 4,500.66	\$ 49,837.27
2.2 Final Plans	8	48	100	12		32	60	12								272	\$ 13,290.76	\$ 20,035.82	\$ 3,332.66	\$ 36,659.24
2.3 Engineers Estimate	4	24	80			2	6	16								132	\$ 5,863.18	\$ 8,838.74	\$ 1,470.19	\$ 16,172.12
2.4 Technical Specifications	4	80				32	16									132	\$ 7,911.96	\$ 11,927.28	\$ 1,983.92	\$ 21,823.16
2.5 Electrical PS&E	2	8														10	\$ 739.58	\$ 1,114.92	\$ 185.45	\$ 2,039.95
2.6 Planting and Irrigation PS&E	2	8		8		40	120	16								194	\$ 8,706.94	\$ 13,125.71	\$ 2,183.27	\$ 24,015.92
2.7 Supplemental Topographic Survey			228	320	36	0	154	282	56	2	6	8	8	0	2	26	\$ 1,450.90	\$ 2,187.23	\$ 363.81	\$ 4,001.94
<b>Task 2 Subtotal</b>	<b>32</b>	<b>0</b>	<b>228</b>	<b>320</b>	<b>36</b>	<b>0</b>	<b>154</b>	<b>282</b>	<b>56</b>	<b>2</b>	<b>6</b>	<b>8</b>	<b>8</b>	<b>0</b>	<b>2</b>	<b>1134</b>	<b>\$ 56,031.76</b>	<b>\$ 84,467.88</b>	<b>\$ 14,049.96</b>	<b>\$ 154,549.60</b>
<b>Bidding ASSISTANCE and Construction SUPPORT</b>																				
3.1 Bidding and Construction Support	4	24	40	12		24	24									128	\$ 6,839.92	\$ 10,311.18	\$ 1,715.11	\$ 18,866.21
3.2 As-Built Drawings	4	8	16	1		4	16									49	\$ 2,510.53	\$ 3,784.62	\$ 629.52	\$ 6,924.67
<b>Task 3 Subtotal</b>	<b>8</b>	<b>0</b>	<b>32</b>	<b>56</b>	<b>13</b>	<b>0</b>	<b>28</b>	<b>40</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>177</b>	<b>\$ 9,350.45</b>	<b>\$ 14,095.80</b>	<b>\$ 2,344.63</b>	<b>\$ 25,790.88</b>
<b>Subtotal Labor</b>	<b>80</b>	<b>40</b>	<b>284</b>	<b>376</b>	<b>58</b>	<b>0</b>	<b>191</b>	<b>322</b>	<b>65</b>	<b>2</b>	<b>6</b>	<b>8</b>	<b>8</b>	<b>12</b>	<b>20</b>	<b>1472</b>	<b>\$ 77,766.03</b>	<b>\$ 117,232.29</b>	<b>\$ 19,499.83</b>	<b>\$ 214,486.16</b>
<b>Other Direct Costs</b>																				
Pot-holing - T2UE																				
<b>ODC Subtotal</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 20,305.00</b>
<b>Grand Total</b>																				<b>\$ 234,803.16</b>

**CITY OF SACRAMENTO 10-H FORM**

**COST PLUS FIXED FEE**

Check one:  Prime

Approved with Supplement # (type Original if it is the Original): SA 8

**CONSULTANT Name:** Mark Thomas & Company, Inc.

**Date:** 4/30/2026

**Project Name:** Envision Broadway in Oak Park (PA&ED)

**Project #:** T15225000

Fringe Benefit %	+	*Overhead %	<b>Combined %</b>
92.57%		58.18%	0.00%
			<b>150.75%</b>

**Fixed Fee (Profit) %:** 10.00%

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

A x Profit % = B      A + B = Actual Fully Loaded Hourly Rate

Key Staff	Prevailing Wage	Classification	Name	Actual Base Hourly Rate Paid to Employee For Reference Only (Does not include any Fringe, OH, or G&A)	Approved Fully Loaded Hourly Rate For Reference Only (Includes Fringe, OH, G&A & Fixed Fee)
X		Principal	Zach Siviglia	\$196.23	\$541.25
X		Sr. Engineering Manager	Aaron Silva	\$118.47	\$326.77
		Project Manager	Matt Magaw	\$67.22	\$185.41
		Design Engineer II	Tyler Miyata	\$42.92	\$118.38
		Engineering Manager	Raul Cervantes	\$107.03	\$295.22
		Sr. Project Engineer	Eduard Muzychuk	\$57.23	\$157.85
		Sr. Technical Lead	Lihong Liu	\$78.48	\$216.47
		Project Surveyor I	Mark Barry	\$62.28	\$171.78
		Technical Lead	Todd Lewis	\$66.39	\$183.12
		Project Engineer	Brooke Poore	\$51.27	\$141.42
		Design Engineer II	Chee Lee	\$43.45	\$119.85
		Sr. Project Engineer	Cynthia Horner	\$57.23	\$157.85
		Design Engineer II	Kirsten Williamson	\$42.31	\$116.70
		LAUD Division Manager	Erik Smith	\$88.17	\$243.19
		Sr. Technician	Alan Millar	\$51.98	\$143.37
		Design Engineer II	Alex Rodriguez	\$42.92	\$118.38
		Sr. Technical Lead	Andy Lee	\$78.48	\$216.47
		Sr. Technical Engineer	Austin Allen	\$64.37	\$177.55
		Survey Specialist II	Chris Davis	\$58.28	\$160.75
		LAUD Project Manager	Christine Anderson	\$71.83	\$198.13
		Design Engineer II	Elliot Kasadate	\$42.92	\$118.38
		Surveyor	Erik Keethe	\$42.91	\$118.36
		Construction Management Manager	Nick Graves	\$87.32	\$240.85
		Technical Lead	Jake Weir	\$70.38	\$194.13
		Project Engineer	Jameela Flordeliz	\$50.23	\$138.55
		Sr. Project Manager	Jonathan Hernandez	\$79.28	\$218.67
		Sr. Project Manager	Ken Doty	\$81.50	\$224.80
		Project Surveyor III	Rodney Unema	\$70.43	\$194.26
		Sr. Technician	Ruel Opada	\$48.29	\$133.20
		Funding Manager	Ryan Bissegger	\$99.12	\$273.40
		Survey Manager II	Sam McIntyre	\$88.56	\$244.27
		Lead Survey Technician	Sergio Bowser	\$44.13	\$121.72
		Technician	Viridiana Dominguez	\$29.15	\$80.40
		Project Coordinator	Shelby Navarro	\$40.56	\$111.87
		Sr. Project Coordinator	Alex Wendy	\$45.10	\$124.40
		Project Accountant Manager	Cindy Stevens	\$62.40	\$172.11
		Sr. Project Accountant	Jennifer DeMartini	\$50.46	\$139.18
		Sr. Project Accountant	Daveena Kumar	\$45.32	\$125.00
		Sr. Project Coordinator	Jazmina Plant	\$45.32	\$125.00

Check one: Prime

Approved with Supplement # (type Original if it is the Original): SA 8

CONSULTANT Name: Mark Thomas & Company, Inc.

Date: 4/30/2026

Project Name: Envision Broadway in Oak Park (PA&ED)

Project #: T15225000

Fringe Benefit %	+	*Overhead %	Combined %
92.57%		58.18%	0.00%
			150.75%

Fixed Fee (Profit) %: 10.00%

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

A x Profit % = B      A + B = Actual Fully Loaded Hourly Rate

Key Staff	Prevailing Wage	Classification	Name	Actual Base Hourly Rate Paid to Employee For Reference Only (Does not include any Fringe, OH, or G&A)	Approved Fully Loaded Hourly Rate For Reference Only (Includes Fringe, OH, G&A & Fixed Fee)
		Sr. Project Coordinator	Jamie Gerow	\$47.53	\$131.10
		Sr. Engineering Manager	Ed Noriega	\$118.47	\$326.77
		Sr. Graphic Manager	Deanna Gibson	\$58.30	\$160.81
		Sr. Graphic Designer	Omar Pacheco	\$40.46	\$111.60
		Sr. Graphic Designer	Ryan Doran	\$40.75	\$112.40
	X	Certified Chief of Party (OE 3 - Level 5)		\$63.09	\$174.02
	X	Certified Chief of Party (OE 3 - Level 3-4)		\$62.80	\$173.22
	X	Certified Chief of Party (OE 3 - Level 1-2)		\$62.50	\$172.39
	X	Chief of Party (OE 3)		\$62.05	\$171.15
	X	Chainman/Rodman (OE 3)		\$52.58	\$145.03
	X	Apprentice (OE 3 - 1st Period)		\$31.55	\$87.02
	X	Apprentice (OE 3 - 2nd Period)		\$39.44	\$108.79
	X	Apprentice (OE 3 - 3rd Period)		\$44.69	\$123.27
	X	Apprentice (OE 3 - 4th Period)		\$47.32	\$130.52
		Sr. Landscape Architect	Jingwen Guo	\$56.46	\$155.73
		Design Engineer II	Serena Straub	\$40.93	\$112.90
		Design Engineer II	Faizah Saif	\$44.59	\$122.99
		Intern	Carlos Vidrio	\$19.07	\$52.60
		Intern	TBD	\$23.27	\$64.18
		Design Engineer II	Raiyan Ahmed	\$42.00	\$115.85
		Intern	Moses Slivinskiy	\$19.42	\$53.57
		CM - Division Manager	Eric Lily	\$142.91	\$394.18
		Project Surveyor I	Byron Cazar	\$60.63	\$167.23
		Assistant Surveyor I	Arturo Dominguez	\$40.96	\$112.98
		Assistant Surveyor II	Nicholas Steed	\$46.55	\$128.40
		Survey Specialist I	Marisol Serrano	\$48.31	\$133.25
		Instrumentman	Nicholas Steed	\$55.25	\$152.39
		Instrumentman	Gilbert Pascua	\$55.25	\$152.39
		Project Surveyor II	Annette Hovorka	\$66.65	\$183.84
		Assistant Surveyor II	Gilbert Pascua	\$44.73	\$123.38
		Funding Manager	Madison Hubert	\$71.20	\$196.39
		Funding Specialist	Perry Chavez	\$65.32	\$180.17
		Funding Specialist	Bria Holt	\$40.20	\$110.88
		Sr. Project Manager	Amber Collins	\$89.00	\$245.48
		Sr. Planner	Marina Ramirez	\$37.81	\$104.29
		Sr. Engineering Manager	TBD	\$118.47	\$326.77
		Engineering Manager	TBD	\$107.03	\$295.22
		Design Manager	TBD	\$113.91	\$314.19
		Sr. Project Manager	TBD	\$95.98	\$264.74
		Sr. Technical Lead	TBD	\$78.48	\$216.47

Check one: Prime

Approved with Supplement # (type Original if it is the Original): SA 8

CONSULTANT Name: Mark Thomas & Company, Inc.

Date: 4/30/2026

Project Name: Envision Broadway in Oak Park (PA&ED)

Project #: T15225000

Fringe Benefit %	+	*Overhead %	Combined %
92.57%		58.18%	0.00%
			150.75%

Fixed Fee (Profit) %: 10.00%

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

A x Profit % = B      A + B = Actual Fully Loaded Hourly Rate

Key Staff	Prevailing Wage	Classification	Name	Actual Base Hourly Rate Paid to Employee For Reference Only (Does not Include any Fringe, OH, or G&A)	Approved Fully Loaded Hourly Rate For Reference Only (Includes Fringe, OH, G&A & Fixed Fee)
		Project Manager	TBD	\$67.22	\$185.41
		Technical Lead	TBD	\$70.38	\$194.13
		Sr. Project Engineer	TBD	\$57.23	\$157.85
		Sr. Technical Engineer	TBD	\$64.34	\$177.47
		Project Engineer	TBD	\$62.83	\$173.30
		Civil Engineering Designer	TBD	\$67.80	\$187.01
		Design Engineer II	TBD	\$51.27	\$141.42
		Sr. Planner	TBD	\$48.82	\$134.66
		Design Engineer I	TBD	\$38.44	\$106.03
		Planner II	TBD	\$42.55	\$117.36
		Planner I	TBD	\$33.85	\$93.37
		Sr. Technician	TBD	\$61.09	\$168.50
		Technician	TBD	\$29.15	\$80.40
		Intern	TBD	\$23.27	\$64.18
		Survey Division Manager	TBD	\$146.12	\$403.04
		Survey Manager II	TBD	\$88.56	\$244.27
		Survey Manager I	TBD	\$81.03	\$223.50
		Project Surveyor III	TBD	\$80.59	\$222.29
		Project Surveyor II	TBD	\$67.80	\$187.01
		Project Surveyor I	TBD	\$60.63	\$167.23
		Assistant Surveyor III	TBD	\$53.15	\$146.60
		Assistant Surveyor II	TBD	\$46.55	\$128.40
		Assistant Surveyor I	TBD	\$40.96	\$112.98
		Survey Specialist III	TBD	\$76.32	\$210.51
		Survey Specialist II	TBD	\$58.28	\$160.75
		Survey Specialist I	TBD	\$48.31	\$133.25
		Lead Survey Technician	TBD	\$52.86	\$145.80
		Survey Technician III	TBD	\$49.65	\$136.95
		Survey Technician II	TBD	\$47.46	\$130.91
		Survey Technician I	TBD	\$33.02	\$91.08
		Project Accountant Manager	TBD	\$62.40	\$172.11
		Project Accountant	TBD	\$40.42	\$111.49
		Sr. Project Coordinator	TBD	\$46.02	\$126.93
		Project Coordinator	TBD	\$40.56	\$111.87
		Sr. Project Assistant	TBD	\$40.96	\$112.98
		Sr. Technical Writer	TBD	\$46.18	\$127.38
		Technical Writer	TBD	\$37.58	\$103.66
		Sr. Graphic Manager	TBD	\$58.30	\$160.81
		Sr. Graphic Designer	TBD	\$40.46	\$111.60
		Graphic Designer	TBD	\$38.71	\$106.77

Check one: Prime

Approved with Supplement # (type Original if it is the Original): SA 8

CONSULTANT Name: Mark Thomas & Company, Inc.

Date: 4/30/2026

Project Name: Envision Broadway in Oak Park (PA&ED)

Project #: T15225000

Fringe Benefit %	+	*Overhead %	Combined %
92.57%		58.18%	0.00%
			150.75%

Fixed Fee (Profit) %: 10.00%

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

Key Staff	Prevailing Wage	Classification	Name	Actual Base Hourly Rate Paid to Employee For Reference Only (Does not include any Fringe, OH, or G&A)	Approved Fully Loaded Hourly Rate For Reference Only (Includes Fringe, OH, G&A & Fixed Fee)
		LAUD Division Manager	TBD	\$88.18	\$243.22
		LAUD Project Manager	TBD	\$71.83	\$198.13
		Sr. Landscape Architect	TBD	\$56.46	\$155.73
		Landscape Architect	TBD	\$47.51	\$131.04
		Landscape Designer II	TBD	\$37.81	\$104.29
		Landscape Designer I	TBD	\$29.15	\$80.40
		Landscape Intern	TBD	\$23.58	\$65.04
		Funding Manager	TBD	\$99.12	\$273.40
		Sr. Funding Specialist	TBD	\$75.00	\$206.87
		Funding Specialist	TBD	\$65.32	\$180.17
		Sr. Project Accountant	TBD	\$50.46	\$139.18
		Compliance Administrator	TBD	\$49.33	\$136.06
				\$0.00	\$0.00

SUB CONSULTANTS	SUB CONSULTANT NAME	TOTAL BUDGET AMOUNTS
	AIM Consulting, Inc.	\$ 49,691.46
	Bennett Engineering Services/BenEn	\$ 29,757.22
	Environmental Science Associates (ESA)	\$ 58,303.24
	InContect (Sub to ESA)	\$ 14,253.56
	Fehr & Peers	\$ 155,943.74
	Monument ROW	\$ 3,586.97
	Parikh Consultants, Inc.	\$ 54,684.13
	<b>SUB CONSULTANTS GRAND TOTAL:</b>	<b>\$ 366,220.32</b>

Other Direct Costs (ODC) Items and Rates	Estimated ODC Budgets Shall Be Included in Cost Proposal.	DESCRIPTION	RATE	TOTAL
		Reproduction	At Cost	\$ 1,700.00
		Mailing/Shipping	At Cost	\$ 100.00
		Traffic Control	At Cost	\$ 2,000.00
		Potholing - T2UE	At Cost	\$ 20,305.00
		<b>OTHER DIRECT COSTS TOTAL</b>		

**AGREEMENT GRAND TOTAL: \$ 1,012,468.61**

Check one: Prime

Approved with Supplement # (type Original if it is the Original): SA 8

CONSULTANT Name: Mark Thomas & Company, Inc.

Date: 4/30/2026

Project Name: Envision Broadway in Oak Park (PA&ED)

Project #: T15225000

Fringe Benefit %	+	*Overhead %	Combined %
92.57%		58.18%	0.00%
			150.75%

Fixed Fee (Profit) %: 10.00%

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

Key Staff	Prevailing Wage	Classification	Name	Actual Base Hourly Rate Paid to Employee For Reference Only (Does not include any Fringe, OH, or G&A)	Approved Fully Loaded Hourly Rate For Reference Only (Includes Fringe, OH, G&A & Fixed Fee)
-----------	-----------------	----------------	------	---	---

- List all Professional and Supervisory staff by Classification and Name. For staff not listed by name but by classification only, a current payroll document identifying their actual base hourly rate shall be provided with every invoice where an unlisted staff bills time. The approved flat hourly billing rates for all employees will be calculated and reimbursed based on their actual base hourly rates per the date noted above. For staff not listed by name but by classification only, the reimbursement will not exceed the approved flat hourly billing rate for that classification. Approved flat hourly billing rates for new employees hired after the date of this cost proposal will not exceed the rates of similar personnel with similar experience listed on this cost proposal. The approved fully loaded billing rate shall be all-inclusive, including all mark-ups, fringe, and overhead expenses and profit.
- Key Staff shall be determined by CITY Project Manager. (i.e., named Project Manager, a specific Principal Engineer, a specific Structural Engineer, etc. Note Key staff with an "X" in the Key Staff column.
- The employees' actual base hourly rates used to negotiate the flat hourly billing rates in this 10-H Form are the rates that were effective per the date noted above. Addition of new staff, new classifications, or addition of a SUBCONSULTANT not previously listed on the approved 10-H Form(s) shall require written approval from the CITY. No work shall commence until the approval is provided by the CITY. New staff shall be paid at the same or lower approved flat hourly billing rate of the previously approved classification. In addition, if the substitution involves Key Staff, CONSULTANT must request and justify the need for the substitution and obtain approval from CITY Project Manager. Substituted Key Staff shall be as qualified as the original.
- Approved flat hourly billing rates include all standard equipment including laptop, camera, cell phone, truck, standard personal safety equipment. CITY Project Manager shall approve any other direct costs.
- Note employees/classifications that are subject to prevailing wage requirements with an "X" in the Prevailing Wage column. Prevailing Wage specified is based on current Department of Industrial Relations (DIR) determination. CONSULTANT shall be responsible for any future adjustments to the prevailing wage, including but not limited to, base hourly rates and employer payments as determined by the DIR. CONSULTANT is responsible for paying the appropriate rate, including escalations that take place during the term of the Agreement. CONSULTANT shall be reimbursed at the above listed approved flat hourly billing rates.
- Overtime may be reimbursed to classifications where it is required by their union contracts (Prevailing Wage classifications). Overtime will not be charged unless prior written approval is received by CITY Project Manager. CITY shall pay CONSULTANT at the approved overtime rates noted above. CONSULTANT shall pay prevailing wage employees per prevailing wage guidelines.
- Local transportation costs resulting from commuting to and from the employee's residence to the office or job site are not reimbursable.
- The Project will not reimburse CONSULTANT for costs to relocate its staff to the geographic area of the contract. The Project will not reimburse CONSULTANT for any per diem.
- ODC items are to be in compliance with Code of Federal Regulations, Title 48 Part 31 [Federal Acquisition Regulations (FAR) cost principles] and the firm's company-wide allocation policies and charging practices with all clients including federal government, state government, local agencies and private clients.

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

09/03/2025 Rev

CONSULTANT'S AUTHORIZED PERSON SIGNATURE



Raquel Gonzalez /Stephanie Sair  
 A/P Processing Center  
 City of Sacramento  
 Public Works  
 915 I St, 2nd Floor

Sacramento, CA 95814

Engineering Services: Through February 22, 2026

**SUMMARY**

04/30/26  
 File No. **22-00207**

Re: Envision Broadway in Oak Park; Project # T152250  
 Agreement No. 2023-0484, PO #70121

Invoice Number  
 Contract Exp **06/30/27**

Original	712,412.07
Supplement No. 6	33,396.85
<b>Supplement No. 8 - Pending</b>	<b>266,659.69</b>
Total Contract Amount	1,012,468.61

PHASE NO	TASK NO	PHASE/TASK DESCRIPTION	ORIGINAL BUDGET	4/30/26 SAF#	UPDATED BUDGET	PREVIOUSLY BILLED	BILLED THIS PERIOD	COSTS TO DATE	BALANCE REMAINING
<b>100 PROJECT MANAGEMENT</b>									
	001	1.1 Project Initiation	8,139.82		8,139.82	8,129.93	0.00	8,129.93	9.89
	002	1.2 Meetings	26,948.87		26,948.87	26,927.05	0.00	26,927.05	21.82
	003	1.3 Schedule	5,496.75		5,496.75	4,408.62	326.77	4,735.39	761.36
	004	1.4 Cost Accounting	5,496.75		5,496.75	5,486.72	0.00	5,486.72	10.03
	005	1.5 Agency Coordination	23,970.30		23,970.30	12,334.01	31.73	12,365.74	11,604.56
	006	1.6 Monthly Status Reports	14,817.87		14,817.87	12,887.84	93.75	12,981.59	1,836.28
	099	MT REIMBURSABLES	3,800.00		3,800.00	1,593.19	0.00	1,593.19	2,206.81
		<b>SUBTOTAL PHASE 100</b>	<b>88,670.36</b>	<b>0.00</b>	<b>88,670.36</b>	<b>71,767.36</b>	<b>452.25</b>	<b>72,219.61</b>	<b>16,450.75</b>
<b>200 DATA COLLECTION, MAPPING, SURVEYS, &amp; ROW</b>									
	001	2.1 Topographic Survey	6,401.79		6,401.79	6,092.59	0.00	6,092.59	309.20
	002	2.2 Utility Base Mapping	5,414.22		5,414.22	5,386.11	0.00	5,386.11	28.11
	003	2.3 Record of ROW Delineation	27,959.17		27,959.17	27,935.72	0.00	27,935.72	23.45
		<b>SUBTOTAL PHASE 200</b>	<b>39,775.18</b>	<b>0.00</b>	<b>39,775.18</b>	<b>39,414.42</b>	<b>0.00</b>	<b>39,414.42</b>	<b>360.76</b>
<b>300 PUBLIC &amp; STAKEHOLDER OUTREACH</b>									
	001	3.1 Community Engagement (W/ Subtasks)	2,194.90		2,194.90	2,179.34	0.00	2,179.34	15.56
	002	3.2 Focused Stakeholder Outreach	38,090.55		38,090.55	25,808.23	0.00	25,808.23	12,282.32
		<b>SUBTOTAL PHASE 300</b>	<b>40,285.45</b>	<b>0.00</b>	<b>40,285.45</b>	<b>27,987.57</b>	<b>0.00</b>	<b>27,987.57</b>	<b>12,297.88</b>
<b>400 TRAFFIC ANALYSIS &amp; TRAFFIC SIGNAL TIMING</b>									
	001	4.1 Traffic Operations Analysis	1,097.45		1,097.45	1,063.69	0.00	1,063.69	33.76
	002	4.2 Traffic Signal Design Concept Report	2,194.91		2,194.91	2,002.24	0.00	2,002.24	192.67
		<b>SUBTOTAL PHASE 400</b>	<b>3,292.36</b>	<b>0.00</b>	<b>3,292.36</b>	<b>3,065.93</b>	<b>0.00</b>	<b>3,065.93</b>	<b>226.43</b>
<b>500 PRELIMINARY ENGINEERING</b>									
	001	5.1 ROW & Property Impact Exhibits	12,955.28		12,955.28	12,946.61	0.00	12,946.61	8.67
	002	5.2 Preliminary ROW Estimate	1,097.45		1,097.45	1,081.20	0.00	1,081.20	16.25
	003	5.3 Draft Geotechnical Design Report	2,763.88		2,763.88	2,736.95	0.00	2,736.95	26.93
	004	5.4 Drainage Design Memorandum	2,666.62		2,666.62	2,221.46	243.19	2,464.65	201.97
	005	5.5 30% Plans & Estimate	142,304.08		142,304.08	142,297.78	0.00	142,297.78	6.30
		<b>SUBTOTAL PHASE 500</b>	<b>161,787.31</b>	<b>0.00</b>	<b>161,787.31</b>	<b>161,284.00</b>	<b>243.19</b>	<b>161,527.19</b>	<b>260.12</b>
<b>600 NEPA CEQA DOCUMENTATION</b>									
	001	6.1 Prict Kick-Off & Env Prict Desc	7,166.25		7,166.25	3,256.36	0.00	3,256.36	3,909.89
	002	6.2 Prelim Environmental Srvc (PES)	500.57		500.57	489.45	0.00	489.45	11.12
	003	6.3 HPSR/ASR	1,694.34		1,694.34	0.00	0.00	0.00	1,694.34
	004	6.4 Minor Visual Impact Assessment Memo	1,694.34		1,694.34	0.00	0.00	0.00	1,694.34
	005	6.5 Traffic Memorandum Support	1,694.34		1,694.34	0.00	0.00	0.00	1,694.34
	006	6.6 Community Impact Assessment	1,694.34		1,694.34	0.00	0.00	0.00	1,694.34
	007	6.7 Phase I Initial Site Assessment	1,097.45		1,097.45	0.00	0.00	0.00	1,097.45
	008	6.8 CEQA Documentation	500.57		500.57	0.00	0.00	0.00	500.57
		<b>SUBTOTAL PHASE 600</b>	<b>16,042.20</b>	<b>0.00</b>	<b>16,042.20</b>	<b>3,745.81</b>	<b>0.00</b>	<b>3,745.81</b>	<b>12,296.39</b>
<b>700 PROJECT REPORT</b>									
	001	7.1 City Project Report (PA&ED Draft)	61,592.27		46,562.18	41,727.59	326.77	42,054.36	4,507.82
		<b>SUBTOTAL PHASE 700</b>	<b>61,592.27</b>	<b>0.00</b>	<b>46,562.18</b>	<b>41,727.59</b>	<b>326.77</b>	<b>42,054.36</b>	<b>4,507.82</b>
<b>780 SUBCONSULTANTS</b>									
	100	AIM: COMMUNITY ENGAGEMENT	46,891.46		46,891.46	42,935.90	1,013.76	43,949.66	2,941.80
	199	AIM: REIMBURSABLES	2,800.00		2,800.00	1,979.33	0.00	1,979.33	820.67
	200	BENNETT: UTILITY BASE MAPPING	16,235.75		16,235.75	0.00	0.00	0.00	16,235.75



PHASE NO.	TASK NO.	PHASE/TASK DESCRIPTION	ORIGINAL BUDGET	4/30/26 SA#6	UPDATED BUDGET	PREVIOUSLY BILLED	BILLED THIS PERIOD	COSTS TO DATE	BALANCE REMAINING
	201	BENNETT: DRAINAGE DESIGN MEMORANDUM	13,521.47		13,521.47	5,980.54	0.00	5,980.54	7,540.93
	300	ESA: PRJ KICK-OFF/ENV PRJ DESCRIPTION	2,398.14		2,398.14	2,385.90	0.00	2,385.90	12.24
	301	ESA: PRELIM ENV SURV (PES) SUBMITTAL	8,647.43		8,647.43	8,645.41	0.00	8,645.41	2.02
	302	ESA: HPSR/ASR	2,005.21		2,005.21	1,963.44	0.00	1,963.44	41.77
	303	ESA: MINOR VISUAL IMPACT ASMNT MEMO	1,923.63		0.00	0.00	0.00	0.00	0.00
	304	ESA: TRAFFIC MEMO SUPPORT	2,476.85		2,476.85	2,420.85	0.00	2,420.85	56.00
	305	ESA: COMMUNITY IMPACT ASMNT	5,011.86		0.00	0.00	0.00	0.00	0.00
	306	ESA: CEQA DOCUMENTATION	3,255.06		3,255.06	3,224.94	0.00	3,224.94	30.12
	307	ESA: PROJECT MANAGEMENT MEETINGS	4,590.22		4,590.22	4,570.44	0.00	4,570.44	19.78
	400	F&P: TRAFFIC OPERATIONS ANALYSIS	76,202.69		76,202.69	68,916.69	888.04	69,804.73	6,397.96
	401	F&P: TRAFFIC SIGNAL DES CNCPT RPT	39,884.52		39,884.52	39,883.96	0.00	39,883.96	0.56
	499	F&P: REIMBURSABLES	8,000.00		8,000.00	7,286.00	0.00	7,286.00	714.00
	500	MONUMENT: PRELIM ROW ESTIMATE	3,586.97		3,586.97	3,586.96	0.00	3,586.96	0.01
	600	PARIKH: DRFT GEOTECH DESIGN RPT	28,141.75		28,141.75	27,937.32	0.00	27,937.32	204.43
	601	PARIKH: PH I INITIAL SITE ASSESSMENT	13,912.38		13,912.38	9,431.10	0.00	9,431.10	4,481.28
	699	PARIKH: REIMBURSABLES	12,630.00		12,630.00	2,910.00	0.00	2,910.00	9,720.00
	700	INCON: HPSR/ASR	8,226.55		13,353.56	12,850.12	0.00	12,850.12	503.44
	799	INCON: REIMBURSABLES	625.00		900.00	900.00	0.00	900.00	0.00
<b>SUBTOTAL PHASE 780</b>			<b>300,966.94</b>	<b>0.00</b>	<b>299,433.46</b>	<b>247,808.90</b>	<b>1,901.80</b>	<b>249,710.70</b>	<b>49,722.76</b>
800	<b>GRANT WRITING SUPPORT</b>								
	001	ATP Cycle 7 Grant Writing Support			15,030.09	15,020.78	0.00	15,020.78	9.31
<b>SUBTOTAL PHASE 800</b>			<b>0.00</b>	<b>0.00</b>	<b>15,030.09</b>	<b>15,020.78</b>	<b>0.00</b>	<b>15,020.78</b>	<b>9.31</b>
810	<b>SUPPLEMENT NO. 6</b>								
	300	ESA: NOISE TECH MEMO			11,072.33	11,009.63	0.00	11,009.63	62.70
	301	ESA: HRER			23,858.00	23,651.38	0.00	23,651.38	206.62
<b>SUBTOTAL PHASE 810</b>			<b>0.00</b>	<b>0.00</b>	<b>34,930.33</b>	<b>34,661.01</b>	<b>0.00</b>	<b>34,661.01</b>	<b>269.32</b>
811	<b>PROJECT MANAGEMENT - TRIANGLE SPACE</b>								
	001	1.1 Project Management		<b>9,183.32</b>	9,183.32	0.00	0.00	0.00	9,183.32
	002	1.2 Meetings		<b>8,354.19</b>	8,354.19	0.00	0.00	0.00	8,354.19
	003	1.3 Schedule		<b>1,960.62</b>	1,960.62	0.00	0.00	0.00	1,960.62
	004	1.4 Agency Coordination		<b>2,000.28</b>	2,000.28	0.00	0.00	0.00	2,000.28
	005	1.5 Monthly Status Reports		<b>2,693.49</b>	2,693.49	0.00	0.00	0.00	2,693.49
	006	1.6 Quality Control		<b>9,965.78</b>	9,965.78	0.00	0.00	0.00	9,965.78
	097	ODC - POTHOLING		<b>20,305.00</b>	20,305.00	0.00	0.00	0.00	20,305.00
<b>SUBTOTAL PHASE 811</b>			<b>0.00</b>	<b>54,462.68</b>	<b>54,462.68</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>54,462.68</b>
812	<b>PS&amp;E DEVELOPMENT - TRIANGLE SPACE</b>								
	001	2.1 Draft Plans		<b>49,837.27</b>	49,837.27	0.00	0.00	0.00	49,837.27
	002	2.2 Final Plans		<b>36,659.24</b>	36,659.24	0.00	0.00	0.00	36,659.24
	003	2.3 Engineers Estimate		<b>16,172.12</b>	16,172.12	0.00	0.00	0.00	16,172.12
	004	2.4 Technical Specifications		<b>21,823.16</b>	21,823.16	0.00	0.00	0.00	21,823.16
	005	2.5 Electrical PS&E		<b>2,039.95</b>	2,039.95	0.00	0.00	0.00	2,039.95
	006	2.6 Planting and Irrigation PS&E		<b>24,015.92</b>	24,015.92	0.00	0.00	0.00	24,015.92
	007	2.7 Supplemental Topographic Survey		<b>4,001.94</b>	4,001.94	0.00	0.00	0.00	4,001.94
<b>SUBTOTAL PHASE 812</b>			<b>0.00</b>	<b>154,549.60</b>	<b>154,549.60</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>154,549.60</b>
813	<b>BIDDING ASSISTANCE &amp; CS SUPPORT - TRIANGLE SPACE</b>								
	001	3.1 Bidding Assistance & CS Support		<b>18,866.21</b>	18,866.21	0.00	0.00	0.00	18,866.21
	002	3.2 As-Built Drawings		<b>6,924.67</b>	6,924.67	0.00	0.00	0.00	6,924.67
<b>SUBTOTAL PHASE 813</b>			<b>0.00</b>	<b>25,790.88</b>	<b>25,790.88</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>25,790.88</b>
814	<b>SUBCONSULTANT - TRIANGLE SPACE</b>								
	400	F&P: 2.5 Electrical PS&E		<b>24,965.22</b>	24,965.22	0.00	0.00	0.00	24,965.22
	401	F&P: 3.1 Bidding Assistance & CS Support		<b>6,891.31</b>	6,891.31	0.00	0.00	0.00	6,891.31
<b>SUBTOTAL PHASE 814</b>			<b>0.00</b>	<b>31,856.53</b>	<b>31,856.53</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>31,856.53</b>
<b>GRAND TOTAL SERVICES</b>			<b>712,412.07</b>	<b>266,659.69</b>	<b>1,012,468.61</b>	<b>646,483.37</b>	<b>2,924.01</b>	<b>649,407.38</b>	<b>363,061.23</b>

# Fehr & Peers

March 25, 2026

Aaron Silva, PE  
Mark Thomas  
701 University Avenue, Suite 200  
Sacramento, CA 95825

**Subject: Envision Broadway in Oak Park Complete Street Project Design Amendment – Triangle**

## Scope

### **TASK 1. ELECTRICAL PLANS, SPECIFICATIONS, AND ESTIMATES (PS&E)**

Fehr & Peers will prepare traffic signal plans, specifications, and estimates (PS&E) for the modification of the northwest corner of the Broadway/34<sup>th</sup> Street intersection and the installation of a RRFB at Broadway/2<sup>nd</sup> Avenue. We will prepare a cost estimate at 30% and PS&E at the 90% and 100% (final) submittal levels. We will address one round of City comments at each submittal level and prepare written responses. We will prepare final, signed, PS&E in pdf format. Technical specifications will be provided in MS Word format for incorporation into the projects bid package. Cost estimates will be provided as lump-sum costs by location for the RRFB and signal modification. PS&E will be prepared under the responsible charge of Danny Murphy, PE C90527.

#### **Traffic Signal, RRFB, and Lighting Final Design**

The RRFB design will identify type of controller and service, vehicle, bicycle, and pedestrian detection, vehicle and pedestrian signals, emergency vehicle preemption, and communication and surveillance equipment conforming to City of Sacramento standards. We will coordinate with SMUD to establish new electrical service points to include on the plans at Broadway/2<sup>nd</sup> Avenue.

We will perform an AGI32 photometric analysis of the Broadway/2<sup>nd</sup> Avenue intersection to determine lighting levels of the roadway and intersection. We will utilize the results to aid in the design for intersection safety lighting where signals are proposed.

Overhead electrical constraints exist on the south side of Broadway. Where we propose equipment in proximity to electrical overhead, we will develop exhibits to evaluate necessary clearances per CPUC General Order 95.

Fehr & Peers will include any underground equipment needed for traffic signal fiber optic interconnect at Broadway/2<sup>nd</sup> Avenue and any equipment needing to be installed on the northwest corner of the Broadway/34<sup>th</sup> Street intersection.

### **TASK 2. BIDDING AND CONSTRUCTION SUPPORT**

Fehr & Peers will support construction of these improvements as related to our design elements. We will provide the following services as requested:

- Attendance at pre-bid and pre-construction meetings
- Review of contractor bids/change order cost proposals

- Review of contractor equipment submittals for general conformance with the design documents
- Review of and response to contractor requests for information (RFIs)
- Field meetings (approximately one budgeted)
- Provision of record drawings incorporating known changes to the approved plans

The contractor will provide any redlines following construction; we cannot be responsible for any omissions in the record drawings related to changes of which we are not aware.

#### **ASSUMPTIONS**

Mark Thomas & Company will provide Fehr & Peers will survey, existing planimetrics, utilities, control, right-of-way, and proposed geometrics for our use in design. Survey will include overhead electrical line heights at locations to be determined during the final design.

Fehr & Peers will not prepare additional street lighting plans outside of what is proposed for intersection safety lighting.

## **Fee Proposal**

We have included a 10-H form with the anticipated work to complete the final design tasks for the triangle.

# Fehr & Peers

## MEMORANDUM

Date: March 24, 2026  
To: Zach Siviglia– Mark Thomas  
From: Adrian Engel– Fehr & Peers

**Subject: Staff Changes for Envision Broadway Oak Park**

Mark Thomas Number: 22-00207, T15225000, Agreement No. 2023-0484, PO # 70121  
Fehr & Peers Number: SA23-0198.00

---

The updated 10-H form is attached. (Attachment 1)

We request the following staff from Fehr & Peers be added to the project.

<u>Name</u>	<u>Classification</u>	<u>Initial Hourly Rate</u>
Brandon Aviles	Senior Project Accountant	43.27
David Moore	Engineer/Planner	38.25
Eilish Bennett	Engineer/Planner	38.25
Liang Zhou	Senior Engineer/Planner	55.08
Izidor Brisco-Schofield	Engineer/Planner	33.66
Matthew Sumpster	Engineer/Planner	38.25
Shangyou (Yoyo) Zeng	Associate	61.21
Adrita Islam	Senior Engineer/Planner	55.08
Jacob Igawa	Engineer/Planner	38.25
Graham Deleon	Intern	26.52

**The following employees have received a promotion and rate increase:**

<u>Name</u>	<u>Original Classification/ Rate</u>	<u>New Classification/ Hourly Rate</u>
Mari Ramones *	Engineer/Planner 37.21	Senior Engineer/Planner 48.08
David Manciatì	Senior Engineer/Planner 53.58	Associate 61.21
Marty Delgado	Technician 29.76	Senior Engineering Technician 38.46
Tim Wilbur	Technician 29.76	Senior Engineering Technician 38.46
Zoey Li	Engineer/Planner 37.21	Senior Engineer/Planner 46.63
Brian Situ	Engineer/Planner 37.21	Senior Engineer/Planner 46.63
Yihao Zhang	Intern 25.80	Engineer/Planner 38.25

\* **Please note:** Mary Ramones had a name change to Mari Ramones.

# Fehr & Peers

We request that the following staff be removed from the 10-H:

<u>Name</u>	<u>Classification</u>	<u>Initial Hourly Rate</u>
Laura Murphy	Senior Project Accountant	37.02
Jonathan Murillo	Engineer/Planner	34.73
Sree Gudimella	Engineer/Planner	37.21
Gizelle Halvorson	Project Coordinator	29.81
Michelle Jewel	Senior Engineering Technician	44.65
Rod Brown	Associate	59.54

Fehr & Peers would like to note that the following employees received a rate increase for 2026 COLA of 2.8%:

<u>Classification</u>	<u>Name</u>	<u>Initial Hourly Rate</u>	<u>2026 2.8% increase</u>
Principal	Adrian Engel	76.90	79.05
Principal	Kristin Calia	80.12	82.36
Senior Associate	Dave Stanek	80.37	82.62
Principal	Brandy Foust	80.12	82.36
Senior Associate	Daniel Murphy	73.08	75.13
Senior Engineer/Planner	Sonia Anthoine	42.67	43.86
Senior Engineering Technician	Beverly Willett	39.44	40.54
Engineer/Planner		37.21	38.25
Engineer/Planner	Raina Joby	37.21	38.25
Engineer/Planner	Pa Nhia Yang	36.06	37.07
Engineer/Planner	Evan Mori	32.25	33.15
Engineer/Planner	Daoud Farah	33.65	34.59
Engineer/Planner	Jose Garcia	37.21	38.25
Senior Engineering Technician	William Edmondson	44.65	45.90
Senior Project Coordinator	JoLynn Souto	47.87	49.21
Senior Project Coordinator	Lacy Delgado	33.24	34.17
Senior Project Coordinator	Tatyana (Tanya) Silchuk	34.62	35.59
Senior Project Accountant	Kayleigh Molina-Pastorius	47.13	48.45
Engineer/Planner	Feslia Chen	34.73	35.70
Senior Engineering Technician	Jim Moser	44.65	45.90
Engineer/Planner	Hari Krishnan	37.21	38.25
Engineer/Planner	Korinne Tarien	37.21	38.25
Intern		25.80	26.52

**Envision Broadway Signal Design - Triangle**

		<b>Fehr &amp; Peers</b>											
		Adrian Engel Principal	Kristin Calla Principal	Danny Murphy Senior Associate	Mari Ramones Senior Engineer/Planner	Jacob Igawa Engineer/Planner	Jolynn Souto Senior Project Coordinator	Hours Subtotal	Labor Costs	OH + Fringe 182.82%	Profit 10%	Total Cost	
		\$79.05	\$82.36	\$75.13	\$48.08	\$38.25	\$49.21						
<b>Task 2 - PS&amp;E DEVELOPMENT</b>													
2.5 Electrical PS&E		6	12	26	38	56	13	151	\$ 8,024.77	\$ 14,670.88	\$ 2,269.57	\$ 24,965.22	
	<b>Task 2 Subtotal</b>	6	12	26	38	56	13	151	\$ 8,024.77	\$ 14,670.88	\$ 2,269.57	\$ 24,965.22	
<b>Task 3 - Bidding Assistance and Construction Support</b>													
3.1 Bidding Assistance and Construction Support		6	8	4	10	4	3	35	\$ 2,215.13	\$ 4,049.70	\$ 626.48	\$ 6,891.31	
	<b>Task 3 Subtotal</b>	6	8	4	10	4	3	35	\$ 2,215.13	\$ 4,049.70	\$ 626.48	\$ 6,891.31	
	<b>Total Labor</b>	12	20	30	48	60	16	186	\$ 10,239.90	\$ 18,720.59	\$ 2,896.05	\$ 31,856.53	
<b>Other Direct Costs</b>													
	<b>ODC Subtotal</b>	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	
	<b>Grand Total</b>								\$ -	\$ -	\$ -	\$ 31,856.53	

**CITY OF SACRAMENTO 10-H FORM**

**COST PLUS FIXED FEE**

Check one:  Sub

Approved with Supplement # (type Original if it is the Original): **Supplement 8**

**CONSULTANT Name: Fehr & Peers**

**Date: 3/24/2026**

**Project Name: Envision Broadway in Oak Park**

**Project #: T15225000**

Fringe Benefit %	+ *Overhead %	Combined %
80.17%	102.65%	0.00%
		<b>182.82%</b>

**Fixed Fee (Profit) %: 10.00%**

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

Key Staff	Prevailing Wage	Classification	Name	Actual Base Hourly Rate Paid to Employee For Reference Only (Does not include any Fringe, OH, or G&A)	Approved Fully Loaded Hourly Rate For Reference Only (Includes Fringe, OH, G&A & Fixed Fee)
X		Principal	Adrian Engel	\$79.05	\$245.93
X		Principal	Kristin Calia	\$82.36	\$256.22
		Principal	Brandy Foust	\$82.36	\$256.22
		Senior Associate	Daniel Murphy	\$75.13	\$233.73
		Senior Engineering Technician	Beverly Willett	\$40.54	\$126.12
		Senior Project Coordinator	JoLynn Souto	\$49.21	\$153.09
		Senior Project Coordinator	Lacy Delgado	\$34.17	\$106.30
		Senior Project Coordinator	Tatyana (Tanya) Silchuk	\$35.59	\$110.72
		Senior Project Accountant	Kayleigh Molina-Pastorius	\$48.45	\$150.73
		Engineer/Planner		\$38.25	\$119.00
		Senior Associate	David Stanek	\$82.62	\$257.03
		Engineer/Planner	Evan Mori	\$33.15	\$103.13
		Associate	David Manciatì	\$61.21	\$190.43
		Senior Engineer/Planner	Sonia Anthoine	\$43.86	\$136.45
		Senior Engineer/Planner	Mari Ramones	\$48.08	\$149.58
		Senior Engineering Technician	Tim Wilbur	\$38.46	\$119.65
		Senior Engineering Technician	Marty Delgado	\$38.46	\$119.65
		Senior Engineering Technician	William Edmonson	\$45.90	\$142.80
		Senior Engineer/Planner	Adrita Islam	\$55.08	\$166.69
		Associate	Shangyou (Yoyo) Zeng	\$61.21	\$190.43
		Engineer/Planner	Pa Nhia Yang	\$37.07	\$115.33
		Engineer/Planner	Raina Joby	\$38.25	\$119.00
		Senior Engineering Technician	Jim Moser	\$45.90	\$142.80
		Engineer/Planner	Feslia Chen	\$35.70	\$111.06
		Senior Engineer/Planner	Brian Situ	\$46.63	\$145.07
		Engineer/Planner	Jacob Igawa	\$38.25	\$119.00
		Engineer/Planner	Jose Garcia	\$38.25	\$119.00
		Engineer/Planner	Daoud Farah	\$34.59	\$107.61
		Senior Project Accountant	Brandon Aviles	\$43.27	\$134.61
		Engineer/Planner	David Moore	\$38.25	\$119.00
		Engineer/Planner	Eilish Bennett	\$38.25	\$119.00
		Senior Engineer/Planner	Liang Zhou	\$55.08	\$166.69
		Senior Engineer/Planner	Zoey Li	\$46.63	\$145.07
		Engineer/Planner	Korinne Tarien	\$38.25	\$119.00
		Engineer/Planner	Hari Krishnan	\$38.25	\$119.00
		Engineer/Planner	Izidor Brisco-Schofield	\$33.66	\$104.72
		Engineer/Planner	Matthew Sumpter	\$38.25	\$119.00
		Engineer/Planner	Yihao Zhang	\$38.25	\$119.00
		Intern		\$26.52	\$82.50
		Intern	Graham Deleon	\$26.52	\$82.50

Other Direct Costs (ODC) Items and Rates	Estimated ODC Budgets Shall Be	DESCRIPTION	RATE	TOTAL
		Traffic Counts	at cost	\$ 8,000.00
				\$ -
		<b>OTHER DIRECT COSTS TOTAL</b>		

Check one: Sub

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

CONSULTANT Name: Fehr & Peers

Date: 3/24/2026

Project Name: Envision Broadway in Oak Park

Project #: T15225000

Fringe Benefit %	+	*Overhead %		Combined %
80.17%		102.65%	0.00%	182.82%

Fixed Fee (Profit) %: 10.00%

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

A x Profit % = B      A + B = Actual Fully Loaded Hourly Rate

Key Staff	Prevailing Wage	Classification	Name	Actual Base Hourly Rate Paid to Employee For Reference Only (Does not include any Fringe, OH, or G&A)	Approved Fully Loaded Hourly Rate For Reference Only (Includes Fringe, OH, G&A & Fixed Fee)
-----------	-----------------	----------------	------	---	---

AGREEMENT GRAND TOTAL: \$ 155,943.74

- List all Professional and Supervisory staff by Classification and Name. For staff not listed by name but by classification only, a current payroll document identifying their actual base hourly rate shall be provided with every invoice where an unlisted staff bills time. The approved flat hourly billing rates for all employees will be calculated and reimbursed based on their actual base hourly rates per the date noted above. For staff not listed by name but by classification only, the reimbursement will not exceed the approved flat hourly billing rate for that classification. Approved flat hourly billing rates for new employees hired after the date of this cost proposal will not exceed the rates of similar personnel with similar experience listed on this cost proposal. The approved fully loaded billing rate shall be all-inclusive, including all mark-ups, fringe, and overhead expenses and profit.
- Key Staff shall be determined by CITY Project Manager. (i.e., named Project Manager, a specific Principal Engineer, a specific Structural Engineer, etc. Note Key staff with an "X" in the Key Staff column.
- The employees' actual base hourly rates used to negotiate the flat hourly billing rates in this 10-H Form are the rates that were effective per the date noted above. Addition of new staff, new classifications, or addition of a SUBCONSULTANT not previously listed on the approved 10-H Form(s) shall require written approval from the CITY. No work shall commence until the approval is provided by the CITY. New staff shall be paid at the same or lower approved flat hourly billing rate of the previously approved classification. In addition, if the substitution involves Key Staff, CONSULTANT must request and justify the need for the substitution and obtain approval from CITY Project Manager. Substituted Key Staff shall be as qualified as the original.
- Approved flat hourly billing rates include all standard equipment including laptop, camera, cell phone, truck, standard personal safety equipment. CITY Project Manager shall approve any other direct costs.
- Note employees/classifications that are subject to prevailing wage requirements with an "X" in the Prevailing Wage column. Prevailing Wage specified is based on current Department of Industrial Relations (DIR) determination. CONSULTANT shall be responsible for any future adjustments to the prevailing wage, including but not limited to, base hourly rates and employer payments as determined by the DIR. CONSULTANT is responsible for paying the appropriate rate, including escalations that take place during the term of the Agreement. CONSULTANT shall be reimbursed at the above listed approved flat hourly billing rates.
- Overtime may be reimbursed to classifications where it is required by their union contracts (Prevailing Wage classifications). Overtime will not be charged unless prior written approval is received by CITY Project Manager. CITY shall pay CONSULTANT at the approved overtime rates noted above. CONSULTANT shall pay prevailing wage employees per prevailing wage guidelines.
- Local transportation costs resulting from commuting to and from the employee's residence to the office or job site are not reimbursable.
- The Project will not reimburse CONSULTANT for costs to relocate its staff to the geographic area of the contract. The Project will not reimburse CONSULTANT for any per diem.
- ODC items are to be in compliance with Code of Federal Regulations, Title 48 Part 31 [Federal Acquisition Regulations (FAR) cost principles] and the firm's company-wide allocation policies and charging practices with all clients including federal government, state government, local agencies and private clients.

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

09/03/2025 Rev

Signing Time: Mar 25, 2026, 09:02:29:109 a.m. (PDT)

BOX SIGN

422Y0857-133WVK4K

CONSULTANT'S AUTHORIZED PERSON SIGNATURE

Previously approved  
10-H form(s) enclosed  
for reference only

**CITY OF SACRAMENTO 10-H FORM  
COST PLUS FIXED FEE**

Check one:  Sub

Approved with Supplement # (type Original if it is the Original): Supplement #6

CONSULTANT Name: **ESA** Date: **5/14/2025**

Project Name: **Envision Broadway in Oak Park (Agr 1 PA&ED)**

Project #: **T15225000**

Fringe Benefit %	+ *Overhead %	+ Gen & Admin %	<b>Combined %</b>
55.06%	141.62%	0.00%	196.68%

**Fixed Fee (Profit) %: 10.00%**

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

Key Staff	Prevailing Wage	Classification	Name	Actual Base Hourly Rate Paid to Employee For Reference Only (Does not include any Fringe, OH, or G&A)	Actual Fully Loaded Hourly Rate For Reference Only (Includes Fringe, OH, G&A & Fixed Fee)
X		Director III	Melissa Logue	\$88.13	\$287.61
X		Managing Consultant III	Jonathan Teofilo	\$66.85	\$218.16
		Managing Associate II	Heidi Koenig	\$61.82	\$201.75
		Senior Associate III	Eryn Pimentel	\$46.46	\$151.62
		Associate Consultant III	Juliana Medan	\$37.96	\$123.88
		Project Technician III	James Songco	\$44.46	\$145.09
		Senior Consultant II	Ashleigh Sims	\$46.65	\$152.24
		Managing Consultant II	Matt Mattes	\$41.49	\$135.40
		Managing Consultant I	Kathy Cleveland	\$53.41	\$174.30
		Associate Consultant II	Kristine Olsen	\$43.56	\$43.56
		Associate Consultant III	Lauren Ann Connor	\$41.28	\$134.72
		Principal Consultant IV	Christine Fukasawa	\$94.27	\$307.65
		Associate Consultant III	Jacob Andersen	\$39.23	\$128.03
		Senior Consultant II	Johanna Kahn	\$43.95	\$143.43
		Principal Consultant III	Becky Urbano	\$77.07	\$251.52
		Associate Consultant III	Amy Langford	\$41.28	\$134.72
		Associate Consultant III	Abdul Khan	\$41.28	\$134.72
		Principapal Consultant III	Alan Sako	\$72.49	\$236.57
		Managing Consultant IV	Christopher Sanchez	\$68.24	\$222.70

SUB CONSULTANTS	SUB CONSULTANT NAME	TOTAL BUDGET AMOUNTS
	InContext	\$ 14,253.56
		\$ -
		\$ -
		\$ -
	<b>SUB CONSULTANTS GRAND TOTAL:</b>	<b>\$ 14,253.56</b>

Other Direct Costs (ODC) Items and Rates	Estimated ODC Budgets Shall Be	Description	Rate	Total
				\$ -
		<b>TOTAL</b>		\$ -

**GRAND TOTAL: \$72,556.80**

Check one: Sub

Approved with Supplement # (type Original if it is the Original): Supplement #6

CONSULTANT Name: ESA Date: 5/14/2025

Project Name: Envision Broadway in Oak Park (Agr 1 PA&ED)

Project #: T15225000

Fringe Benefit %	+ *Overhead %	+ Gen & Admin %	Combined %
55.06%	141.62%	0.00%	196.68%

Fixed Fee (Profit) %: 10.00%

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

A x Profit % = B      A + B = Actual Fully Loaded Hourly Rate

Key Staff	Prevailing Wage	Classification	Name	Actual Base Hourly Rate Paid to Employee For Reference Only (Does not include any Fringe, OH, or G&A)	Actual Fully Loaded Hourly Rate For Reference Only (Includes Fringe, OH, G&A & Fixed Fee)
-----------	-----------------	----------------	------	---	---

- List all Professional and Supervisory staff by Classification and Name. For staff not listed by name but by classification only, a current payroll document identifying their actual base hourly rate shall be provided with every invoice where an unlisted staff bills time. The approved flat hourly billing rates for all employees will be calculated and reimbursed based on their actual base hourly rates per the date noted above unless CITY Project Manager assigns a fair and reasonable flat hourly billing rate for selected employees. For staff not listed by name but by classification only, the reimbursement will not exceed the approved flat hourly billing rate for that classification. Approved flat hourly billing rates for new employees hired after the date of this cost proposal will not exceed (or shall be in line with) the rates of similar personnel with similar experience listed on this cost proposal. The approved flat hourly billing rate shall be all-inclusive, including all mark-ups, fringe, and overhead expenses and profit.
- Key Staff shall be determined by CITY Project Manager. (i.e., named Project Manager, a specific Principal Engineer, a specific Structural Engineer, etc. Note Key staff with an "X" in the Key Staff column.
- The employees' actual base hourly rates used to negotiate the flat hourly billing rates in this 10-H Form are the rates that were effective per the date noted above. Addition of new staff, new classifications, or addition of a SUBCONTRACTOR not previously listed on the approved 10-H Form(s) shall require written approval from the CITY. No work shall commence until the approval is provided by the CITY. New staff shall be paid at the same or lower approved flat hourly billing rate of the previously approved or similar classification. In addition, if the substitution involves Key Staff, CONTRACTOR must request and justify the need for the substitution and obtain approval from CITY Project Manager. Substituted Key Staff shall be as qualified as the original.
- Approved flat hourly billing rates include all standard equipment including laptop, camera, cell phone, truck, standard personal safety equipment. CITY Project Manager shall approve any other direct costs.
- Note employees/classifications that are subject to prevailing wage requirements with an "X" in the Prevailing Wage column. Prevailing Wage specified is based on current Department of Industrial Relations (DIR) determination. CONTRACTOR shall be responsible for any future adjustments to the prevailing wage, including but not limited to, base hourly rates and employer payments as determined by the DIR. CONTRACTOR is responsible for paying the appropriate rate, including escalations that take place during the term of the Agreement. CONTRACTOR shall be reimbursed at the above listed approved flat hourly billing rates.
- Overtime may be reimbursed to classifications where it is required by their union contracts (Prevailing Wage classifications). Overtime will not be charged unless prior written approval is received by CITY Project Manager. CITY shall pay CONTRACTOR at the approved overtime rates noted above. CONTRACTOR shall pay prevailing wage employees per prevailing wage guidelines.
- Local transportation costs resulting from commuting to and from the employee's residence to the office or job site are not reimbursable.
- The Project will not reimburse CONTRACTOR for costs to relocate its staff to the geographic area of the contract. The Project will not reimburse CONTRACTOR for any per diem.
- ODC items are to be in compliance with Code of Federal Regulations, Title 48 Part 31 [Federal Acquisition Regulations (FAR) cost principles] and the firm's company-wide allocation policies and charging practices with all clients including federal government, state government, local agencies and private clients.

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

CONTRACTOR/SUBCONTRACTOR'S AUTHORIZED PERSON SIGNATURE

Daniel E. Dameron, Vice President

**COST PLUS FIXED FEE**

Check one: 2nd Tier Sub

Approved with Supplement # (type Original if it is the Original): Supplement #6

CONSULTANT Name: InContext

Date: 5/13/2025

Project Name: Envision Broadway in Oak Park (Agr 1 PA&ED)

Project #: T15225000

Fringe Benefit %	0.00%	+ *Overhead %	0.00%	+ Gen & Admin %	120.00%	=	Combined %	120.00%
Fixed Fee (Profit) %:	10.00%							
[Actual Base Hourly Rate Paid to Employee + (Actual Base Hourly Rate Paid to Employee x Combined %)] = A								
A x Profit % = B			A + B = Actual Fully Loaded Hourly Rate					

Key Staff	Prevailing Wage	Classification	Name	Actual Base Hourly Rate Paid to Employee For Reference Only (Does not include any Fringe, OH, or G&A)	Loaded Hourly Rate For Reference Only (Includes Fringe, OH & G&A)	Actual Fully Loaded Hourly Rate For Reference Only (Includes Fringe, OH, G&A & Fixed Fee)
X		Principal III	Fernandez	\$64.50	\$156.09	\$156.09
X		Project Assistant	Lester	\$36.12	\$87.41	\$87.41
		Project Manager	Posten	\$45.00	\$108.90	5000 \$108.90
		Cultural Resources Technician	Frey	\$32.00	\$77.44	\$77.44
		Cultural Resources Specialist	Texier	\$40.00	\$96.80	\$96.80
		Cultural Resources Specialist	Terk	\$45.00	\$108.90	\$108.90
SUB CONSULTANTS	SUB CONSULTANT NAME		TOTAL BUDGET AMOUNTS			
	SUB CONSULTANTS GRAND TOTAL:		\$ -			

Other Direct Costs (ODC) Items and Rates	Estimated ODC Budgets Shall Be Included in Cost Proposal.	Description	Rate	Total
		Records Search (Info Center Conduct - Regular Rate)	6 hours @ \$150	\$ 900.00
		\$ -		
		\$ -		
		\$ -		
		\$ -		
		\$ -		
		\$ -		
		TOTAL	\$ 900.00	

**GRAND TOTAL: \$14,253.56**

- List all Professional and Supervisory staff by Classification and Name. For staff not listed by name but by classification only, a current payroll document identifying their actual base hourly rate shall be provided with every invoice where an unlisted staff bills time. The approved flat hourly billing rates for all employees will be calculated and reimbursed based on their actual base hourly rates per the date noted above unless CITY Project Manager assigns a fair and reasonable flat hourly billing rate for selected employees. For staff not listed by name but by classification only, the reimbursement will not exceed the approved flat hourly billing rate for that classification. Approved flat hourly billing rates for new employees hired after the date of this cost proposal will not exceed (or shall be in line with) the rates of similar personnel with similar experience listed on this cost proposal. The approved flat hourly billing rate shall be all-inclusive, including all mark-ups, fringe, and overhead expenses and profit.
- Key Staff shall be determined by CITY Project Manager. (i.e., named Project Manager, a specific Principal Engineer, a specific Structural Engineer, etc. Note Key staff with an "X" in the Key Staff column.
- The employees' actual base hourly rates used to negotiate the flat hourly billing rates in this 10-H Form are the rates that were effective per the date noted above. Addition of new staff, new classifications, or addition of a SUBCONTRACTOR not previously listed on the approved 10-H Form(s) shall require written approval from the CITY. No work shall commence until the approval is provided by the CITY. New staff shall be paid at the same or lower approved flat hourly billing rate of the previously approved or similar classification. In addition, if the substitution involves Key Staff, CONTRACTOR must request and justify the need for the substitution and obtain approval from CITY Project Manager. Substituted Key Staff shall be as qualified as the original.
- Approved flat hourly billing rates include all standard equipment including laptop, camera, cell phone, truck, standard personal safety equipment. CITY Project Manager shall approve any other direct costs.
- Note employees/classifications that are subject to prevailing wage requirements with an "X" in the Prevailing Wage column. Prevailing Wage specified is based on current Department of Industrial Relations (DIR) determination. CONTRACTOR shall be responsible for any future adjustments to the prevailing wage, including but not limited to, base hourly rates and employer payments as determined by the DIR. CONTRACTOR is responsible for paying the appropriate rate, including escalations that take place during the term of the Agreement. CONTRACTOR shall be reimbursed at the above listed approved flat hourly billing rates.
- Overtime may be reimbursed to classifications where it is required by their union contracts (Prevailing Wage classifications). Overtime will not be charged unless prior written approval is received by CITY Project Manager. CITY shall pay CONTRACTOR at the approved overtime rates noted above. CONTRACTOR shall pay prevailing wage employees per prevailing wage guidelines.
- Local transportation costs resulting from commuting to and from the employee's residence to the office or job site are not reimbursable.
- The Project will not reimburse CONTRACTOR for costs to relocate its staff to the geographic area of the contract. The Project will not reimburse CONTRACTOR for any per diem.
- ODC items are to be in compliance with Code of Federal Regulations, Title 48 Part 31 [Federal Acquisition Regulations (FAR) cost principles] and the firm's company-wide allocation policies and charging practices with all clients including federal government, state government, local agencies and private clients.

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

CONTRACTOR/SUBCONTRACTOR'S AUTHORIZED PERSON SIGNATURE

Trish Fernandez, M.A., RPA, President

Approved with Supplement # (type Original if it is the Original): SA4  
**CONTRACTOR Name:** AIM Consulting **Date:** 9/18/2024  
**Project Name:** Envision Oak Park  
**Project #:** T15225000

Fringe Benefit % + \*Overhead % = Combined %  
 38.70% 134.90% 173.60%  
 Profit %: 10.00%  
**[Actual Base Hourly Rate Paid to Employee + (Actual Base Hourly Rate Paid to Employee x Combined %)] = A**  
**A x Profit % = B      A + B = Actual Fully Loaded Hourly Rate**

Key Staff	Prevailing Wage	Classification	Name	Actual Base Hourly Rate Paid to Employee For Reference Only (Does not include any Fringe or OH)	Actual Fully Loaded Hourly Rate For Reference Only (Includes Fringe, OH & Profit)	Approved Flat Hourly Billing Rate
x		Outreach Oversight	Gladys Cornell	\$70.18	\$211.21	\$211.21
X		Graphic Designer	Darlene Tran	\$62.10	\$186.90	\$186.90
X		Principal	Katie DeMaio	\$55.06	\$165.71	\$165.71
		Outreach Manager II	TBD	\$37.21	\$111.99	\$111.99
		Outreach Coordinator II	TBD	\$29.15	\$87.73	\$87.73

Other Direct Costs (ODC) Items and Rates	Estimated ODC Budgets Shall Be Included in Cost Proposal.	Description	Rate	Total
		Printed Materials	At Cost	\$ 1,600.00
		Direct Mail Postage	At Cost	\$ 1,200.00
				\$ -
				\$ -
				\$ -
		<b>TOTAL</b>		<b>\$ 2,800.00</b>

- List all Professional and Supervisory staff by Classification and Name. For staff not listed by name but by classification only, a current payroll document identifying their actual base hourly rate shall be provided with every invoice where an unlisted staff bill time. The approved flat hourly billing rates for all employees will be calculated and reimbursed based on their actual base hourly rates per the date noted above unless CITY Project Manager assigns a fair and reasonable flat hourly billing rate for selected employees. For staff not listed by name but by classification only, the reimbursement will not exceed the approved flat hourly billing rate for that classification. Approved flat hourly billing rates for new employees hired after the date of this cost proposal will not exceed (or shall be in line with) the rates of similar personnel with similar experience listed on this cost proposal. The approved flat hourly billing rate shall be all-inclusive, including all mark-ups, fringe, and overhead expenses and profit.
- Key Staff shall be determined by CITY Project Manager. (i.e., named Project Manager, a specific Principal Engineer, a specific Structural Engineer, etc. Note Key staff with an "X" in the Key Staff column.
- The employees' actual base hourly rates used to negotiate the flat hourly billing rates in this 10-H Form are the rates that were effective per the date noted above. Addition of new staff, new classifications, or addition of a SUBCONTRACTOR not previously listed on the approved 10-H Form(s) shall require written approval from the CITY. No work shall commence until the approval is provided by the CITY. New staff shall be paid at the same or lower approved flat hourly billing rate of the previously approved or similar classification. In addition, if the substitution involves Key Staff, CONTRACTOR must request and justify the need for the substitution and obtain approval from CITY Project Manager. Substituted Key Staff shall be as qualified as the original.
- Approved flat hourly billing rates include all standard equipment including laptop, camera, cell phone, truck, standard personal safety equipment. CITY Project Manager shall approve any other direct costs.
- Note employees/classifications that are subject to prevailing wage requirements with an "X" in the Prevailing Wage column. Prevailing Wage specified is based on current Department of Industrial Relations (DIR) determination. CONTRACTOR shall be responsible for any future adjustments to the prevailing wage, including but not limited to, base hourly rates and employer payments as determined by the DIR. CONTRACTOR is responsible for paying the appropriate rate, including escalations that take place during the term of the Agreement. CONTRACTOR shall be reimbursed at the above listed approved flat hourly billing rates.
- Overtime may be reimbursed to classifications where it is required by their union contracts (Prevailing Wage classifications). Overtime will not be charged unless prior written approval is received by CITY Project Manager. CITY shall pay CONTRACTOR at the approved overtime rates noted above. CONTRACTOR shall pay prevailing wage employees per prevailing wage guidelines.
- Local transportation costs resulting from commuting to and from the employee's residence to the office or job site are not reimbursable.
- The Project will not reimburse CONTRACTOR for costs to relocate its staff to the geographic area of the contract. The Project will not reimburse CONTRACTOR for any per diem.
- ODC items are to be in compliance with Code of Federal Regulations, Title 48 Part 31 [Federal Acquisition Regulations (FAR) cost principles] and the firm's company-wide allocation policies and charging practices with all clients including federal government, state government, local agencies and private clients.

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

*Katie DeMaio*

\_\_\_\_\_  
 CONTRACTOR/SUBCONTRACTOR'S AUTHORIZED PERSON SIGNATURE  
 Katie DeMaio



Check one: Sub

Approved with Supplement # (type Original if it is the Original): Supp #4

CONSULTANT Name: Bennett Engineering Services

Date: 9/11/2024

Project Name: Envision Broadway in Oak Park

Project #: T15225000

Fringe Benefit %	+	*Overhead %	+	Gen & Admin %	Combined %
78.41%		44.86%		43.41%	166.68%

Fixed Fee (Profit) %: 10.00%

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

A x Profit % = B      A + B = Actual Fully Loaded Hourly Rate

Key Staff	Prevailing Wage	Classification	Name	Actual Base Hourly Rate Paid to Employee For Reference Only (Does not include any Fringe, OH, or G&A)	Actual Fully Loaded Hourly Rate For Reference Only (Includes Fringe, OH, G&A & Fixed Fee)



CONTRACTOR/SUBCONTRACTOR'S AUTHORIZED PERSON SIGNATURE

Leo Rubio, President

**CITY OF SACRAMENTO 10-H FORM  
COST PLUS FIXED FEE**

Check one: Sub

Approved with Supplement # (type Original if it is the Original): Supplemental 4

**CONSULTANT Name:** PARIKH CONSULTANTS, INC.

**Date:** 9/24/2024

**Project Name:** Envision Broadway in Oak Park (Agr 1 PA&ED)

**Project #:** T15225000

Fringe Benefit %	+ *Overhead %	+ Gen & Admin %	<b>Combined %</b>
42.87%	137.35%	0.00%	180.22%
<b>Fixed Fee (Profit) %:</b>	10.00%		
[Actual Base Hourly Rate Paid to Employee + (Actual Base Hourly Rate Paid to Employee x Combined %)] = A			
A x Profit % = B	A + B = Actual Fully Loaded Hourly Rate		

Key Staff	Prevailing Wage	Classification	Name	Actual Base Hourly Rate Paid to Employee For Reference Only (Does not include any Fringe, OH, or G&A)	Actual Fully Loaded Hourly Rate For Reference Only (Includes Fringe, OH, G&A & Fixed Fee)
X		Project Manager	G.PARIKH	\$114.10	\$351.70
X		Sr. Project Engineer/QA QC Manager	D. WANG	\$82.69	\$254.89
		Senior Geologist		\$77.40	\$238.58
		Sr. Project Engineer/Geologist		\$76.38	\$235.44
		Project Engineer		\$61.47	\$189.48
		Project Geologist	C. LANBEIN	\$53.11	\$163.71
		Sr. Staff Engineer/PE		\$48.76	\$150.30
		Staff Engineer		\$44.25	\$136.40
		Field Engineer/Geologist		\$57.17	\$176.22
		Senior Technician		\$41.57	\$128.14
		Lab Technician		\$32.86	\$101.29
		Drafting/Cadd Tech		\$44.48	\$137.11
					\$0.00
					\$0.00

Other Direct Costs (ODC) Items and Rates	Estimated ODC Budgets Shall Be Included in Cost Proposal.	Description	Rate	Total
		Encroachment Permit		\$ 300.00
Drilling+Coring (GeoEx Subsurface Exploration)		\$ 8,480.00		
Traffic Control (Statewide Safety Systems)		\$ 2,500.00		
EDR Report		\$ 1,350.00		
		\$ -		
		\$ -		
		<b>TOTAL</b>	<b>\$ 12,630.00</b>	

**GRAND TOTAL:**

- List all Professional and Supervisory staff by Classification and Name. For staff not listed by name but by classification only, a current payroll document identifying their actual base hourly rate shall be provided with every invoice where an unlisted staff bills time. The approved flat hourly billing rates for all employees will be calculated and reimbursed based on their actual base hourly rates per the date noted above unless CITY Project Manager assigns a fair and reasonable flat hourly billing rate for selected employees. For staff not listed by name but by classification only, the reimbursement will not exceed the approved flat hourly billing rate for that classification. Approved flat hourly billing rates for new employees hired after the date of this cost proposal will not exceed (or shall be in line with) the rates of similar personnel with similar experience listed on this cost proposal. The approved flat hourly billing rate shall be all-inclusive, including all mark-ups, fringe, and overhead expenses and profit.
- Key Staff shall be determined by CITY Project Manager. (i.e., named Project Manager, a specific Principal Engineer, a specific Structural Engineer, etc. Note Key staff with an "X" in the Key Staff column.
- The employees' actual base hourly rates used to negotiate the flat hourly billing rates in this 10-H Form are the rates that were effective per the date noted above. Addition of new staff, new classifications, or addition of a SUBCONTRACTOR not previously listed on the approved 10-H Form(s) shall require written approval from the CITY. No work shall commence until the approval is provided by the CITY. New staff shall be paid at the same or lower approved flat hourly billing rate of the previously approved or similar classification. In addition, if the substitution involves Key Staff, CONTRACTOR must request and justify the need for the substitution and obtain approval from CITY Project Manager. Substituted Key Staff shall be as qualified as the original.
- Approved flat hourly billing rates include all standard equipment including laptop, camera, cell phone, truck, standard personal safety equipment. CITY Project Manager shall approve any other direct costs.
- Note employees/classifications that are subject to prevailing wage requirements with an "X" in the Prevailing Wage column. Prevailing Wage specified is based on current Department of Industrial Relations (DIR) determination. CONTRACTOR shall be responsible for any future adjustments to the prevailing wage, including but not limited to, base hourly rates and employer payments as determined by the DIR. CONTRACTOR is responsible for paying the appropriate rate, including escalations that take place during the term of the Agreement. CONTRACTOR shall be reimbursed at the above listed approved flat hourly billing rates.
- Overtime may be reimbursed to classifications where it is required by their union contracts (Prevailing Wage classifications). Overtime will not be charged unless prior written approval is received by CITY Project Manager. CITY shall pay CONTRACTOR at the approved overtime rates noted above. CONTRACTOR shall pay prevailing wage employees per prevailing wage guidelines.
- Local transportation costs resulting from commuting to and from the employee's residence to the office or job site are not reimbursable.
- The Project will not reimburse CONTRACTOR for costs to relocate its staff to the geographic area of the contract. The Project will not reimburse CONTRACTOR for any per diem.
- ODC items are to be in compliance with Code of Federal Regulations, Title 48 Part 31 [Federal Acquisition Regulations (FAR) cost principles] and the firm's company-wide allocation policies and charging practices with all clients including federal government, state government, local agencies and private clients.

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



CONTRACTOR/SUBCONTRACTOR'S AUTHORIZED PERSON SIGNATURE

(type/print name here) Gary Parikh

