

City Council Report

915 I Street, 1st Floor

Sacramento, CA 95814

www.cityofsacramento.org

File ID: 2018-00775

May 29, 2018

Consent Item 25

Title: Agreement: Construction Management Services for the Memorial Auditorium Improvement Project

Location: 1515 J Street, District 4

Recommendation: Pass a Motion authorizing the City Manager or City Manager's designee to execute a professional services agreement with Salaber Associates, Inc for an amount not to exceed \$267,960 for construction management services during the construction of the Memorial Auditorium improvements.

Contact: Sabrina Tefft, Junior Development Project Manager, Economic Development Department (916) 808-3789; Desmond Parrington, Project Manager, (916) 808-5044; Fran Halbakken, Assistant City Manager/Project Executive, (916) 808-7194, Office of the City Manager.

Presenter: None

Attachments:

- 1-Description/Analysis
- 2-Background
- 3-Agreement

Description/Analysis

Issue Detail: Staff recommends approval of an agreement with Salaber Associates, Inc. (Salaber) to provide construction management services for the Memorial Auditorium improvement project. Construction of the improvements for Memorial Auditorium are expected to start in late June 2018. As the construction manager for the Memorial Auditorium improvements, Salaber will provide quality control and assurance; coordinate City building inspection; coordinate oversight of all activities related to the construction of the project; maintain close liaison with the City's project manager; review any change orders; monitor the contractor's performance and schedule; make recommendations to reduce costs; oversee materials testing; handle document management; assist with punch list review and project closeout; and sign-off on the certificate of completion.

Salaber was selected from the City's Public Works' on-call contractor list for construction management and inspection services on Public Works projects. Public Works issued an RFP in 2016 for on-call services for construction management and inspection services and Salaber was selected from that list. Salaber has a strong project team with extensive experience in construction management and has worked on a variety of projects throughout the region. They have previously done construction management work for the City and are currently wrapping up work on Fire Station 14 in Natomas.

Policy Considerations: The improvements to the Auditorium will not only improve the facility itself and allow for a greater range of events, but it will also enable it to host shows from the Community Center Theater when that renovation project begins. The requested actions support the following goals and policies of the City's General Plan:

- ERC 4.1.3 The City shall enhance the quality of existing City-owned arts and cultural resources and facilities through reinvestment, communications and marketing.
- HCR 2.1.9 City-Owned Resources. The City shall maintain all City-owned historic and cultural resources in a manner that is consistent with the U.S. Secretary of the Interior's Standards for the Treatment of Historic Properties.

Economic Impacts: Not applicable.

Environmental Considerations: The approval of the agreement with Salaber Associates, Inc. will have no significant effect on the environment and is exempt from California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3).

Sustainability: The Auditorium project will be designed utilizing energy efficient systems whenever possible.

Commission/Committee Action: Not applicable.

Rationale for Recommendation: The improvements to the Auditorium are needed not only to enhance the venue, but to allow for improvements at the Community Center Theater.

Financial Considerations: There is sufficient funding in the Convention Center Complex Renovation Project (M17100100) to fund the agreement with Salaber Associates Inc. for a not-to-exceed amount of \$267,960.

Local Business Enterprise (LBE): Salaber Associates is based in Dixon and is not a local business enterprise.

Background

The Memorial Auditorium Improvement Project is funded out of Convention Center Complex Renovation Project (M17100100) in the Community Center Fund (Fund 6010). Bonds backed by Transient Occupancy Tax (TOT) revenue will be issued in fall 2018 to fund this project along with the Community Center Theater Renovation Project and the Convention Center Renovation and Expansion Project. Those bond proceeds will be used not only to pay for construction, but also to reimburse the City for its design and other pre-development expenses. In the interim, Council has authorized a short-term interfund loan to enable the project to start construction in late June 2018 and that loan will be paid back with interest when bonds are issued in fall 2018.

Below is the list of actions that Council has taken for the project including funding actions for all three projects:

- On January 24, 2017, City Council approved Resolution No. 2017-0036 which allows for bonds to be issued for the Community Center Theater, Memorial Auditorium and Convention Center projects to be used to cover design and other predevelopment costs associated with these projects.
- On January 24, 2017, City Council approved Resolution 2017-0035, which suspended competitive bidding for the Memorial Auditorium project and authorized: 1) the release of \$5.5 million of the \$8.5 million commitment of fund balance for the Convention Center Complex projects in the General Fund (Fund 1001) to the Convention Center Complex Renovation Project (M17100100); 2) a \$1,505,738 contract with Architectural Nexus for the design of the improvements; and 3) a \$187,000 contract with Rider Levett Bucknall for owner representation and advisory services.
- On February 14, 2017, City Council approved Resolution No. 2017-0057 which authorized a \$5 million loan from available fund balance in the Community Center Fund (Fund 6010). This is to be repaid when bonds are issued.
- On May 16, 2017, City Council approved Resolution No. 2017-0171 that authorized the purchase of the VAMPS acoustic shell for Memorial Auditorium that was needed for performances with the use of \$350,000 from the Community Center Fund (Fund 6010).
- On May 30, 2017 the City Council in Resolution No. 2017-0216 authorized a \$3.8 million interfund loan from the General Fund (Fund 1001) to the Convention Center Complex Project (Project), a \$3.8 million interfund loan from the Innovation and Growth Fund (Fund 2031) to the Project, and a \$3.4 million internal loan from Fund 6010 to the Project. These loans are to be repaid when bonds are issued.
- On June 6, 2017, City Council approved Motion No. 2017-0150 which authorized a \$177,804 Pre-construction Services Agreement with an option for Guaranteed Maximum Price for Construction with Kitchell CEM, Inc. for Memorial Auditorium.

- On March 20, 2018, Council approved Motion 2018-0071 for a supplemental agreement with Kitchell for additional services related to local hiring in the construction of the Memorial Auditorium project for an amount not-to-exceed \$49,570, bringing the total agreement to a new not-to-exceed amount of \$227,374.
- On March 27, 2018, Council approved Motion 2018-0083 for a supplemental agreement with Rider Levett Bucknall, Ltd. to extend the term of their contract for owner's representation services through April 30th and pay \$24,666 for their services for a new total contract amount of \$226,666. That agreement was later extended by the City Manager again until May 31st at an additional cost of \$12,333 for a total contract amount of \$238,999. Due to size of the last increase, that was done under City Manager authority and did not require staff to return to Council.
- On April 3, 2018, City Council approved Motion No. 2018-0090 for the removal of four trees along I Street and 15th Street for the Memorial Auditorium project to allow for the construction of improvements there.
- May 22, 2018, City Council approved a resolution that authorized the City Manager or his designee to execute Supplemental Agreement No. 2 to City Agreement No. 2017-0677 with Kitchell CEM, Inc., in the amount of \$10,739,169 for the construction of improvements to Memorial Auditorium (M17100100), for a new not-to-exceed total contract amount of \$10,966,543; 2) authorized an interfund loan between the Water Fund (Fund 6005) and the Community Center Fund (Fund 6010); and 3) authorized the transfer of \$11,075,170 from Fund 6005 to Fund 6010.

PROJECT NAME: M17100103
AGREEMENT TERM: Construction Management Services
AUTHORIZED RENEWALS:
DEPARTMENT: Public Works
DIVISION: Facilities

CITY OF SACRAMENTO

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

THIS AGREEMENT is made at Sacramento, California, as of _____, by and between the **CITY OF SACRAMENTO**, a municipal corporation ("CITY"), and

*Salaber Associates, Inc.
180 South First Street, Suite 10, Dixon, CA 95620
Phone: (707)693-8800 / email: rsalaber@saiservices.com*

("CONTRACTOR"), who agree as follows:

- 1. Services.** Subject to the terms and conditions set forth in this Agreement, CONTRACTOR shall provide to CITY the services described in Exhibit A. CONTRACTOR shall provide the services at the time, place, and in the manner specified in Exhibit A. CONTRACTOR shall not be compensated for services outside the scope of Exhibit A unless prior to the commencement of the services: (a) CONTRACTOR notifies CITY and CITY agrees that the services are outside the scope of Exhibit A; (b) CONTRACTOR estimates the additional compensation required for these additional services; and (c) CITY, after notice, approves in writing a Supplemental Agreement specifying the additional services and amount of compensation therefor. CITY shall have no obligations whatsoever under this Agreement or any Supplemental Agreement, unless and until this Agreement or any Supplemental Agreement is approved by the Sacramento City Manager or the City Manager's authorized designee, or by the Sacramento City Council, as required by the Sacramento City Code.
- 2. Payment.** CITY shall pay CONTRACTOR for services rendered pursuant to this Agreement at the times and in the manner set forth in Exhibit B. The payments specified in Exhibit B shall be the only payments to be made to CONTRACTOR for the services rendered pursuant to this Agreement unless pursuant to Section 1, above, CITY approves additional compensation for additional services. CONTRACTOR shall submit all billings for services to CITY in the manner specified in Exhibit B, or, if not specified in Exhibit B, according to the usual and customary procedures and practices that CONTRACTOR uses for billing clients similar to CITY.
- 3. Facilities and Equipment.** Except as set forth in Exhibit C, CONTRACTOR shall, at its sole cost and expense, furnish all facilities and equipment that may be required for CONTRACTOR to perform services pursuant to this Agreement. CITY shall furnish to CONTRACTOR only the facilities and equipment listed in Exhibit C according to any terms and conditions set forth in Exhibit C.

4. **General Provisions.** The General Provisions set forth in Exhibit D, which include indemnity and insurance requirements, are part of this Agreement. In the event of any conflict between the General Provisions and any terms or conditions of any document prepared or provided by CONTRACTOR and made a part of this Agreement, including without limitation any document relating to the scope of services or payment therefor, the General Provisions shall control over those terms or conditions.
5. **Non-Discrimination in Employee Benefits.** This Agreement may be subject to the requirements of Sacramento City Code Chapter 3.54, Non-Discrimination in Employee Benefits by City Contractors. A summary of the requirements of Sacramento City Code Chapter 3.54, entitled "Requirements of the Non-Discrimination in Employee Benefits Code," can be viewed at: <http://www.cityofsacramento.org/Finance/Procurement/Standard-Agreements>. By signing this Agreement, CONTRACTOR acknowledges and represents that CONTRACTOR has read and understands these requirements and agrees to fully comply with all applicable requirements of Sacramento City Code Chapter 3.54. If requested by CITY, CONTRACTOR agrees to promptly provide such documents and information as may be required by CITY to verify CONTRACTOR's compliance. Any violation by CONTRACTOR of Sacramento City Code Chapter 3.54 constitutes a material breach of this Agreement, for which the CITY may terminate the Agreement and pursue all available legal and equitable remedies.
6. **Considering Criminal Conviction Information in the Employment Application Process.** This Agreement may be subject to the requirements of Sacramento City Code Chapter 3.62, Procedures for Considering Criminal Conviction Information in the Employment Application Process. A summary of the requirements of Sacramento City Code Chapter 3.62, entitled "Ban-The-Box Requirements," can be viewed at: <http://www.cityofsacramento.org/Finance/Procurement/Standard-Agreements>. By signing this Agreement, CONTRACTOR acknowledges and represents that CONTRACTOR has read and understands these requirements and agrees to fully comply with all applicable requirements of Sacramento City Code Chapter 3.62. If requested by CITY, CONTRACTOR agrees to promptly provide such documents and information as may be required by CITY to verify CONTRACTOR's compliance. Any violation by CONTRACTOR of Sacramento City Code Chapter 3.62 constitutes a material breach of this Agreement, for which the CITY may terminate the Agreement and pursue all available legal and equitable remedies. CONTRACTOR agrees to require its subcontractors to fully comply with all applicable requirements of Sacramento City Code Chapter 3.62, and include these requirements in all subcontracts covered by Sacramento City Code Chapter 3.62.
7. **Additional Requirements for Surveying, Material Testing, and Inspection Services.** If this Agreement includes any land surveying, material testing, or inspection services provided for a City construction project, during the design, pre-construction, construction, or post-construction phases of the project, the Contractor and any subcontractor or subconsultant performing any such services shall comply with the provisions specified in Exhibit E.
8. **Authority.** The person signing this Agreement for CONTRACTOR represents and warrants that he or she is fully authorized to sign this Agreement on behalf of CONTRACTOR and to bind CONTRACTOR to the performance of its obligations hereunder.

9. **Exhibits.** All exhibits referred to herein and attached hereto, and the "Requirements of the Non-Discrimination in Employee Benefits Code" and "Ban-The-Box Requirements" described above, are by this reference incorporated as if set forth fully herein.

Executed as of the day and year first above stated.

CITY OF SACRAMENTO
A Municipal Corporation

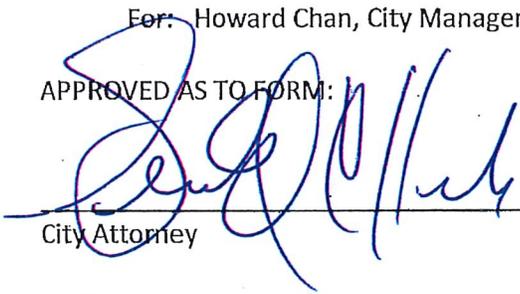
By: _____

Print name: Fran Halbakken

Title: Assistant City Manager

For: Howard Chan, City Manager

APPROVED AS TO FORM:



City Attorney

ATTEST:

City Clerk

Attachments

- Exhibit A Scope of Service
- Exhibit B Fee Schedule/Manner of Payment
- Exhibit C Facilities/Equipment Provided
- Exhibit D General Provisions
- Exhibit E Additional Requirements for Surveying,
Material Testing, and Inspection Services

CONTRACTOR:

SALABER ASSOCIATES, INC
NAME OF FIRM

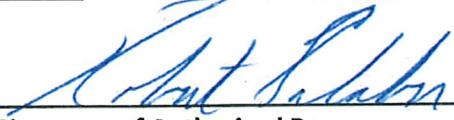
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Federal I.D. No.

0843752
State I.D. No.

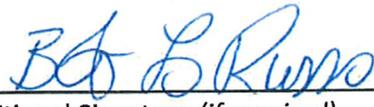
115832
City of Sacramento Business Op. Tax Cert. No.

TYPE OF BUSINESS ENTITY (check one):

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


Signature of Authorized Person

ROBERT SALABER
Print Name and Title


Additional Signature (if required)

Bob LoRusso
Print Name and Title

EXHIBIT A
PROFESSIONAL SERVICES AGREEMENT

SCOPE OF SERVICES

1. Representatives.

The CITY Representative for this Agreement is:

Sabrina Tefft, Project Manager
915 I Street, Economic Development Department, 4th Floor, Sacramento, CA 95814
Phone: (916)808-3789 / E-mail: stefft@cityofsacramento.org

All CONTRACTOR questions pertaining to this Agreement shall be referred to the CITY Representative or the Representative's designee.

The CONTRACTOR Representative for this Agreement is:

Robert Salaber, P.E., Project Manager
180 South First Street, Suite 10, Dixon, CA 95620
Phone: (707)693-8801 / E-mail: rsalaber@saiservices.com

All CITY questions pertaining to this Agreement shall be referred to the CONTRACTOR Representative. All correspondence to CONTRACTOR shall be addressed to the address or e-mail address set forth on page one of this Agreement. Unless otherwise provided in this Agreement, all correspondence to the CITY shall be addressed to the CITY Representative.

2. Insurance. Insurance requirements are specified in Exhibit D, Section 11.

3. Conflict of Interest Requirements.

A. **Generally.** Under the California Political Reform Act, Government Code §§ 81000 et seq., designated employees of the CITY are required to comply with the CITY's Conflict of Interest Code. The term "designated employees" is a term of art and includes individuals who are working for contractors who are providing services or performing work for the CITY and who are considered to be "consultants" under the Political Reform Act. The term "consultant" generally includes individuals who make, or participate in making, governmental decisions or who serve in a staff capacity. Individuals who perform work that is solely clerical, ministerial, manual or secretarial are not "consultants."

The CITY's Conflict of Interest Code requires designated employees, including individuals who qualify as "consultants", to file the following statements of economic interests:

- (1) An "assuming office" statement of economic interests to be filed within 30 days after execution of the agreement between the City and the contractor;

- (2) Annual statements of economic interests while the agreement remains in effect, to be filed not later than April 30 of each year; and
- (3) A "leaving office" statement of economic interests to be filed within 30 days of completion of the contract.

The above statements of economic interests are public records subject to public disclosure under the California Public Records Act.

The CITY's Conflict of Interest Code also requires individuals who qualify as "consultants" under the Political Reform Act to comply with the conflict of interest provisions of the Political Reform Act, which generally prohibit individuals from making or participating in the making of decisions that will have a material financial effect on their economic interests.

- B. Conflict of Interest Statements.** The individual(s) who will provide services or perform work pursuant to this Agreement are "consultants" within the meaning of the Political Reform Act and the CITY's Conflict of Interest Code: _____ yes no [check one]

If "yes" is checked above, CONTRACTOR shall cause the following to occur within 30 days after execution of this Agreement:

- (1) Identify the individuals who will provide services or perform work under this Agreement as "consultants";
- (2) Cause these individuals to file with the CITY Representative the "assuming office" statements of economic interests required by the CITY's Conflict of Interest Code.

Thereafter, throughout the term of the Agreement, CONTRACTOR shall cause these individuals to file with the CITY Representative annual statements of economic interests, and "leaving office" statements of economic interests, as required by the CITY's Conflict of Interest Code. The CITY may withhold all or a portion of any payment due under this Agreement until all required statements are filed.

4. Scope of Services.

The services provided shall be as set forth in Attachment 1 to Exhibit A, attached hereto and incorporated herein.

- 5. Time of Performance.** The services described herein shall be provided through November 30, 2020.



Attachment 1 to Exhibit A

City of Sacramento Construction Management / Owner's Representative Services for The Memorial Auditorium Improvement Project

SCOPE OF SERVICES

CONTRACTOR shall perform the following tasks:

- Provide construction management services for the project, including quality control and assurance, and coordinating City Building Inspection. Coordinate oversight of all activities related to the construction of the project; maintain close liaison with the City Project Manager, and copy City Project Manager on agendas, meeting minutes, and related correspondence. CONTRACTOR shall request City Project Manager approval for PCOs, COs, and CONTRACTOR'S directives that are likely to increase or decrease construction costs.
- Review plans, specifications, and estimates for planned construction projects prior to advertisement to identify construction sequencing, construction related coordination issues, permitting issues, and other preconstruction related issues. Attend and review Contractor survey of existing conditions.
- Preconstruction Conference: prepare agenda with the contractor's assistance and coordinate the review and distribute the meeting minutes consistent with topics and issues discussed. Outline project specifics, inform contractor of project administration procedures.
- Utilize the contractor's construction management software/system for organizing, tracking, filing, and managing paper/electronic correspondence including letters, request for information (RFI), submittals, contracts, reports, schedules, O&M manuals, progress payments, change orders, and all other construction related documents.
- Coordinate the review of the Contractor's submittals and shop drawings; RFIs, and documents issues not represented by such documentation that may need to be later on referred to. Ensure all submittals are reviewed and approved by the Engineer or Architect of record.
- Conduct weekly construction meetings to discuss submittals, RFIs, PCOs, COs, look-ahead schedule, overall schedule, current issues, past issues, and safety. Prepare agenda and meeting minutes or coordinate such as agreed with the contractor.



- Analyze issues, seek appropriate advice, and give recommendations. Review cost reduction proposals as well as contractor's methods of construction in order to ensure compliance with plans and specifications and delivery of project within budget and schedule.
- Monitor contractor's schedule on a weekly basis. Notify parties of actual or potential deviation from schedule. Work with project team to correct noncompliance with schedule.
- Monitor project construction funding and project contingency budget throughout the duration of the project. Review requests for use of project contingency and make recommendation to City Project Manager.
- Review potential change orders for contractual and technical merit. Prepare independent cost estimate and schedule analysis of work, when requested by the City. Coordinate proposed change orders with City Project Manager.
- Review Contractor Time Acceleration claims for technical merit.
- Make recommendations and implement procedures for reducing the likelihood of disputes and claims. Assist in the resolution of disputes.
- Observe and monitor all aspects of project. Notify contractor (and City Project Manager) when work is not in compliance with plans, specs, or building codes.
- Prepare daily inspection reports to document construction progress in anticipation of monthly pay request, and extra work. Encourage and stress quality in the constructed product.
- Coordinate and oversee materials testing services and Building Code inspections when requested by Contractor or Project Manager.
- Coordinate communications with local businesses and residents regarding temporary construction impacts, such as traffic changes, noise, limited access and construction schedule.
- Review and enforce requirements stipulated in permits issued by regulatory and environmental agencies. Review of SWPPP, or similar documentation prepared by the Contractor. Ensure SWPPP/BMP compliance.
- Prepare monthly report highlighting project progress, change orders, cost issues, and schedule. Assist City staff in presenting project status reports.
- Review and monitor contractor's Safety program for compliance with CalOSHA. Notify Contractor if unsafe condition is observed. Notify City if Contractor refuses to rectify unsafe condition. Investigate accidents.
- Review all material safety data sheets from the Contractor prior to on-site delivery.
- Participate in, and facilitate activities related to, Commissioning. Work with City's other consultants to achieve these requirements.



- Review contractor progress payment requests.
- Coordinate labor compliance with City Project Manager and City Labor Compliance Officer.
- Assist with final inspections, coordinate with Architect in development of punch list. Verify that punch list items have been addressed to the Architect's and City's satisfaction. Verify that required certificates of compliance, O&M manuals and as-built drawings that have been delivered to the City.
- At completion of project, assist in closeout and compile documents required to issue Certificate of Occupancy by the City Building Official.
- Sign the certificate of completion confirming the project was built per the approved plans and specifications.

PROJECT TEAM / ROLES AND RESPONSIBILITIES

Please find the resumes of your project team members, their experience, and their roles and responsibilities for this project. The Construction Manager (CM) is a licensed engineer in California. The CM will be in responsible charge and will ultimately be responsible for all of the items above. The inspector(s) will be primarily responsible for two items: a) Observe and monitor all aspects of project. Notify contractor (and City Project Manager) when work is not in compliance with plans, specs, or building codes. B) Prepare daily inspection reports to document construction progress in anticipation of monthly pay request, and extra work. Encourage and stress quality in the constructed product.

Salaber Associates, Inc.

Justin Kable, P.E. Resident Engineer / Construction Manager

Mr. Kable has more than 11 years of experience in construction management, administration, inspection, and design on over 50 projects with a construction value over \$150 million. He is an experienced Resident Engineer and Construction Manager who can lead a construction management team, or augment agency staff. When Federal or State funds are involved, Mr. Kable has the knowledge and management skills that have resulted in many successful audits, including Caltrans. Mr. Kable has a successful history protecting agency interests while maintaining a productive working environment with contractors. He uses clear, reasonable, contract-based communication delivered with an even-keeled personality. He has a successful track record of avoiding claims, and the associated legal bills, by negotiating resolutions with contractors. Mr. Kable's experience spans projects including roadways, bridges, ports, critical facilities (fire station and city hall), wetland restoration, utilities, contaminated materials, retaining walls, curb, gutter, sidewalks, storm water pipelines, signalized intersections, striping, and mass grading. He is fully capable of performing all levels of contract administration including plan and specification interpretations, ADA compliance, supervising multiple inspectors and teams of consultants, coordinating special testing and surveying services, constructability and biddability reviews, field inspection, public information campaigns, labor compliance, Buy America compliance, environmental mitigation compliance, and traffic control compliance. Ultimately, Mr. Kable understands, and has experienced, what is required to achieve success on complex public agency construction projects.

RELEVANT EXPERIENCE

FIRE STATION 15 – Sacramento, CA

Construction Value: \$6.0 Million

As the consultant Construction Manager on this new critical facility, Mr. Kable was in responsible charge of the construction management for the City of Sacramento Facilities Department. This 9,300 SF fire station in the South Natomas neighborhood was a single-story wood framed building featuring new sleeping quarters, a three-truck apparatus bay with bi-fold doors, kitchen, locker room, restrooms, workshop, and communications facilities. The 1.5-acre site was formally a City park which was demolished and re-graded. The off-site roadway modifications to West El Camino Avenue included median cuts and new signal equipment. Extensive concrete paving surrounds the building, as well as a backup generator, fuel pump, oil-water separator, and radio tower. The station is a Certified LEED Silver building. Mr. Kable's duties included overseeing all work and supervising the fulltime construction inspector, resolving urgent project issues, representing the City to the contractor in all matters, managing the RFI / Submittal process through Procore (project management software), coordinating with the architect, running weekly meetings, generating weekly meeting agendas and minutes, approving pay applications, coordinating the potential change order review process, writing change orders, monitoring the contractor's schedule, and helping the City Project Manager keep track of, and prioritize, City action items. The work also involved coordination with AT&T, PG&E, Comcast, SMUD and the City Fire Department.

Reference: Amy Smith – Senior Architect / Project Manager ♦ **City of Sacramento Facilities Department** ♦ **5730 24th Street, Building 4** ♦ **Sacramento, CA 95822** ♦ **916-808-2262** ♦ ASmith@cityofsacramento.org

SAN RAFAEL CITY HALL HVAC SYSTEM UPDATE – San Rafael, CA

Construction Value: \$900,000

As the consultant Assistant Resident Engineer and Project Inspector, Mr. Kable actually performed all the duties of a Resident Engineer on this project, in addition to providing daily inspection. The work involved replacing the original HVAC system in City Hall with a modern energy-efficient system. Extensive abatement of hazardous materials (asbestos, lead) throughout the project was required, as much of the material was not identified at bid time. Partial re-roofing and replacing a portion of the ceiling was part of the project scope. One of the biggest project challenges was to keep the building (and police department) operational during performance of the work. Mr. Kable's duties included resolving project issues, coordinating and communicating with the contractor, assisting with managing the RFI / Submittal process, running weekly meetings, writing weekly meeting agendas and minutes, approving pay applications,

Salaber Associates, Inc.

coordinating the potential change order review process, writing change orders, monitoring the Contractor's schedule, and helping the City Project Manager stay up to date on the City action items.

Reference: Kevin McGowan – City Engineer ◊ City of San Rafael DPW ◊ 111 Morphew Street ◊ San Rafael, CA 94901 ◊ 415-485-3389 ◊ Kevin.McGowan@citysanrafael.org

KDVS STUDIO A & B RENOVATIONS – Davis, CA

Construction Value: \$150,000

As the Project Manager, Mr. Kable was responsible for all aspects of this radio station renovation project. This project consisted of reconstructing a live music and recording studio (Studio A), and a broadcast studio (Studio B) for KDVS 90.3 FM which is the student radio station at the University of California, Davis. Reconstruction included all new acoustic wall treatment, carpet, tables, cabinetry, wiring, recording consoles, broadcast consoles, media playback equipment, multitrack recording equipment, audio processing equipment, computer equipment, and communications equipment. Mr. Kable's duties included overseeing the planning, design, equipment selection, procurement, and construction for the two studio projects. He was involved in the project from beginning to end and managed a team of broadcast engineering employees, broadcast engineering volunteers, and labor volunteers.

Reference: Todd Urick – Broadcast Engineer ◊ Common Frequency ◊ 530-848-7831 ◊ Todd@commonfrequency.org

TOWN OF LOOMIS DOWNTOWN MASTER PLAN (PHASE 1) – Loomis, CA

Construction Value: \$2.4 Million

Mr. Kable was the consultant Resident Engineer for this high-profile streetscape, which involved improved pedestrian and bicycle mobility, infrastructure and aesthetics of a 2.5 block stretch of downtown Loomis. Mr. Kable was in responsible charge of all phases of the construction administration and inspection of the work. The project included upgrades of the domestic water services to all business customers, new sidewalks, curb and gutter, full-depth asphalt reconstruction, asphalt overlays, streetlights, irrigation, landscaping, signing, striping, in-road warning lights, colored stamped concrete, stamped asphalt crosswalks, permeable pavers, and a retaining wall. All work had immediate and tangible impacts to the local small business community, and constant public relations and outreach was required on a daily basis and through the entire process. In addition, extensive coordination was required with PG&E, AT&T, PCWA, and SPMUD. The project included grant funding from Caltrans Local Assistance and so oversight and adherence to the Local Assistance Procedures Manual was required. Constant field adjustments were necessary as the project was reconstructed in an existing 100-year-old downtown and the existing conditions, and slight real-world differences from the design base elevations, could impact American with Disability Act (ADA) and Title 24 requirements. Mr. Kable worked hand-in-hand with the contractor to resolve issues and this was a daily process and was the result of an extensive informal partnering effort. Mr. Kable's duties included coordinating and communicating with the Town Engineer / Project Manager, field issue resolution, all administration and documentation, field orders, change orders, chairing meetings, schedule review, contract time tracking, materials acceptance documentation, correspondence, progress payments, labor compliance, daily inspection, and oversight of the contractor's operations. Through continuous effort with all the stakeholders this project resulted in praise from the local community for quick execution of the work.

Reference: Brit Snipes – Town Engineer ◊ Town of Loomis Public Works ◊ 3665 Taylor Road ◊ Loomis, CA 95650 ◊ 916-652-1840 ◊ bsnipes@loomis.ca.gov

WARD-LAS PALMAS INTERSECTION IMPROVEMENTS - Patterson, CA

Construction Value: \$500,000

Mr. Kable was the Resident Engineer for this project to widen and improve an overburdened intersection. Work included modified signals, new asphalt roadway sections, ADA ramps, concrete flatwork, new storm drain facilities, and upgraded agricultural irrigation district facilities. The project included federal funding with Caltrans oversight. Coordination was required with stakeholders including local schools, businesses, and a civic center. Mr. Kable's duties included contract management, inspector management, CPM schedule review, holding weekly meetings, utility coordination, photo documentation, coordination of material sampling and testing, review of contractor submittals and RFI's, contract change order support documentation, verification of item payments, development of monthly pay estimates, labor compliance assistance, and traffic control evaluations.

Reference: Tiffany Rodriguez - Capital Projects Manager ◊ City of Patterson ◊ 1 Plaza Circle ◊ Patterson, CA 95363 ◊ (209) 895-8075 ◊ tirodriguez@ci.patterson.ca.us

Salaber Associates, Inc.

Matt Carlenzoli Senior Construction / Building Inspector

Mr. Carlenzoli has worked as an Assistant Resident Engineer (ARE), Construction Manager and Senior Construction Inspector for the last 13 years, in addition to his three years as an Assistant Project Manager in the construction industry. He has extensive experience in administering, inspecting and documenting projects in accordance with local, State (Caltrans) and Federal procedures and requirements. In addition, Mr. Carlenzoli has managed, inspected and administered building and industrial construction projects, including: bus maintenance facilities, administration buildings, Class A offices and school district projects. He has a thorough knowledge of the Caltrans Local Assistance Procedures (LAP) Manual and the Caltrans Standard Plans and Specifications. Many of his local agency projects have undergone Caltrans audits and he has performed extremely well. In fact, he has been recognized by the oversight personnel as an outstanding administrator with impeccable project documentation. Mr. Carlenzoli has also performed consultant inspection for Caltrans on several large scale infrastructure projects. He has acquired vast experience on public works projects, including: highways, roadways, bridges, street lights, signalized intersections, box culverts, utilities, sewer, storm drain and conveyance systems, detention ponds, water supply systems, large scale water meter retrofits and installations, landscaping, American with Disability Act (ADA) improvements, curb, gutter and sidewalk construction. He has also provided daily inspection and documentation on a variety of subdivision improvements and private development projects. He has worked in or adjacent to Environmentally Sensitive Areas (wetlands, vernal pools and endangered species). He is well versed in performing Storm Water Pollution Prevention Program (SWPPP) inspections and documentation. As an ARE, he is experienced in conducting weekly construction meetings, correspondence, tracking submittals, responding to RFIs and PCOs, preparing daily reports, verifying quantities, and reviewing and interpreting plans and specifications. Mr. Carlenzoli performs is an extremely diligent worker that pays attention to details. He works with a true sense of ownership and professionalism. He is effective in a team environment or working on his own. He has proven that he is an invaluable asset on every project that he has ever worked on.

RELAVENT EXPERIENCE

YOLO COUNTY TRANSPORTATION DISTRICT (YCTD) FACILITIES UPGRADE - Woodland, CA Construction Value: \$5 Million

Mr. Carlenzoli was the onsite Construction Manager who provided the day to day inspection and administration of all of the work, including: performing all documentation in accordance with the FTA and local agency requirements, coordinate with the material sampling and testing firms, daily inspection, pictures, writing daily diaries, monitoring SWPPP compliance, reviewing all change orders and progress payments, and providing all necessary administrative duties on the project. This \$5.0 million upgrade to the YCTD bus facility and administration offices involved multiple phases and constant coordination in order not to disrupt or impact ongoing operations. The work on the 6.8 acre site involved constructing a new 7,100 sf administration building and 1,700 sf dispatch center, remodeling an existing 3,100 sf administration building, remodeling and upgrading the 10,000 sf large maintenance building and the 6,000 sf small maintenance shop, installing a bus wash canopy, placing more than 2,000 cy of concrete for a new 2.5 acre parking area, constructing a large walking track, landscaping, relocating and installing several dry and wet utilities and tying into existing off-site utilities. The work required close coordination with the YCTD staff and the contracted bus provider, Veolia, in order not disrupt operations which involved more than 100 buses and vans serving Yolo County. The work also required coordination and cooperation with various off-site utilities and the City of Woodland. During the course of the work there were more than 100 change orders that were required, countless RFIs, and over 3,000 email correspondences. SAI also acted as the Qualified SWPPP Practitioner on the site and monitored compliance with all SWPPP related work. This 15-month project was completed almost three months ahead of schedule.

Reference: Terry Bassett - Executive Director ♦ Yolo County Transportation District ♦ 350 Industrial Way ♦ Woodland, CA 95776 ♦ (530) 402-2812 ♦ tbassett@yctd.org

Salaber Associates, Inc.

VARIOUS SCHOOL MODERNIZATION PROJECTS - Sacramento / Woodland, CA

Construction Value: Various (See Below)

As the Assistant Construction Manager, Mr. Carlenzoli was responsible for the day-to-day progress and management of multiple school modernization projects in the Sacramento and Woodland School Districts. He essentially performed all of the tasks of a Construction Manager, coordinating the different construction trades involved with the projects and conducting weekly construction meetings. Mr. Carlenzoli's duties included tracking submittals, and responding to RFIs and PCOs. He was also responsible for reviewing plans and specifications, and preparing reports to present to the school board.

Reference: Jeff Brose - Project Director ♦ PCM3, Inc. ♦ 2012 H Street, Suite 101 ♦ Sacramento, CA 95814 ♦ (916) 231-0730

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

- Abraham Lincoln Elementary School - \$1.2 million, three months. Portable Replacement: Demo seven rooms / Add seven rooms
- Bowling Green Charter School - \$2.2 million, six months. Portable Replacement: Demo 10 rooms / Add 10 rooms and Multi-purpose Room, Relocate two rooms
- Camellia Basic School - \$1.1 million, three months. HVAC
- Freeport Elementary School - \$2.1 million, three months. Portable Replacement: Demo 10 rooms / Add 11 rooms. Relocate three rooms
- Genevieve Didion Elementary School - \$4.7 million, seven months. Portable replacement: Demo 19 rooms / Add 19 rooms. Relocate six rooms. 22 Interim classrooms on site
- Golden Empire Elementary School - \$2.9 million, three months. Portable Replacement: Demo 14 rooms / Add 14 Rooms
- James Marshall Elementary School - \$5.7 million, seven months. Portable Replacement: Demo 30 rooms / Add 36 rooms. New parking lot
- John F. Kennedy High School - \$0.8 million, three months. Portable Replacement: six rooms
- Luther Burbank High School - \$0.8 million, three months. Portable Replacement: five rooms
- Marian Anderson Elementary School - \$0.8 million, three months. Portable Replacement: Demo five rooms / Add five rooms
- Susan B. Anthony Elementary School - \$5.7 million, three months. Portable Replacement: Demo 10 rooms / Add 10 rooms

WOODLAND JOINT UNIFIED SCHOOL DISTRICT

- Freeman Elementary School Modernization – Three months. Multiple Prime Contract
- Gibson Elementary School Modernization - Three months. Multiple Prime Contract
- Grafton Elementary School Modernization - Three months. Multiple Prime Contract
- Plainfield Elementary School Modernization - Three months. Multiple Prime Contract

JEPSON PARKWAY ROAD WIDENING PROJECT – Vacaville, CA

Construction Value: \$27 Million

Mr. Carlenzoli was the consultant Assistant Resident Engineer (ARE) / Office Engineer (OE) on this substantial infrastructure project. The project consisted of two federally funded contracts, which included constructing approximately three miles of Leisure Town Road from a two-lane country road to a four-lane divided arterial with landscaped center medians and a linear parkway. Work included a potable and non-potable water system, a new storm drain system, street lighting, four signalized intersections, replacing a signalized intersection with a round-about, installing a precast box culvert at Old Alamo Creek and demolishing and replacing the bridge at New Alamo Creek with a reinforced concrete two-span bridge and associated approach work. The bridge work was done in an environmentally sensitive area that required an aqua dam, and also had short work windows in order to comply with a Fish and Game Streambed Alteration Agreement, an Army Corps 404 Permit, and a State Water Board 401 Permit. The original contract was 500 working days, however, the project was accelerated to be completed in a single construction season. Mr. Carlenzoli's duties included maintaining the project files for each contract, reviewing submittals and RFIs, coordinating with the surveying and the testing companies, daily inspection to ensure compliance with the plans and specifications, keeping track of the manpower and equipment for

Salaber Associates, Inc.

Lino Cervantes Inspector of Record / Senior Building Inspector

Mr. Cervantes is a highly qualified Inspector of Record (IOR) and Senior Building Inspector with more than 28 years of construction experience. He has both a Department of State Architect (DSA) Class 1 and Office of Statewide Health Planning and Development (OSHPD) Class A License, in addition to being a Certified Welding Inspector (CWI) and possessing various other certificates and licenses. His vast experience in schools, hospitals, laboratories, research facilities, and other buildings, as well infrastructure improvement projects, make him exceptionally qualified to do any type of work on these types of projects. His thorough understanding of the California Building Code Title 24, National Electric Code (NEC), and various other codes, in addition to the DSA and OSHPD regulations and requirements, are unmatched. Mr. Cervantes has worked on a variety of projects and in a variety of capacities, starting as a Material Testing Technician and CWI, through a Project Inspector, Inspector of Record (IOR), and finally a full Construction Manager. His vast experience makes him adept at quickly reading, understanding and interpreting plans and specifications, correlating them with the various codes and requirements of the specific project, and assessing the situation and coming up with viable and practical solutions to any problems. He is extremely confident, competent and knowledgeable, and that, coupled with his honest and forthright personality, make him an invaluable asset on any type of project. He is fully capable of working on a project from start to finish, or to come in mid-way through a project and take over the work in a seamless manner. Mr. Cervantes has proven countless times to his past clients that he is a true asset on the project and he is always eager to take on new challenges.

RELEVANT EXPERIENCE

MERCY SAN JUAN MEDICAL CENTER – Carmichael, CA **Construction Value: \$200 million**

As the Inspector of Record (IOR), Mr. Cervantes provided services on three separate projects, spanning 8 years, at this state of the art medical facility. For the New Expansion Tower and OR 5 Lighting Replacement Project, he provided independent inspections services to attain Certificate of Occupancy (COO) for the new ambulatory patient hospital. He inspected the fire protection systems which consisted of smoke damper testing, provide overhead ceiling inspections for ceiling closure, verified fire stop of wall penetrations, electrical and wire installations, seismic bracing for cable trays, tested new fire pumps for tower, and installation of new booms for surgical lights and auxiliary equipment in existing operating room. Mr. Cervantes processed daily reports in paper and electronically, reviewed approved change orders, and Architectural Supplemental Instructions (ASI), and assisted in managing testing laboratory services. For almost six of the years he was responsible for various upgrades to existing systems, including providing independent inspection services for elevator modernization in the existing hospital, installation on new air handler units for penthouse mechanical rooms, new electrical conductors and components for transformers, and elevator controllers, new fire alarm pane replacement for hospital new fire alarm panels, transponders, and NAC extenders. Mr. Cervantes coordinated testing for reacceptance testing for the fire alarm systems for the Certificate of Occupancy (COO) with the State Fire Marshal. He inspected and witnessed testing for medical gas systems, installation of new surginet monitors, anchor bolt installation, new framing, and electrical power and low voltage signal, testing of pipe systems and underground utilities, hydronic pipe testing, and confirmed equipment for proper installations and proper certifications. This work also included upgrading the underground fuel storage system. Mr. Cervantes maintained field office, reports and document in paper form and electronically. On the Patient Room Expansion Project, Mr. Cervantes provided independent inspection reports and services for the new \$125 million, six storied, patient room expansion tower. His responsibilities included concrete placement, structural steel, fire sprinklers, thermoplastic polyolefin roofing, special plumbing, mechanical systems, automation systems, rated door installation, fire stopping systems, nurse call paging systems, and medical gas alarm. He produced detailed reports for the project and assisted maintaining filing documents.

Salaber Associates, Inc.

ALDERSON CONVALESCENT HOSPITAL – Woodland, CA

Construction Value: \$750K

As the Inspector of Record (IOR) on the Emergency Generator and Physical Therapy Remodel Project, Mr. Cervantes provided independent inspection services and assisted the facility administrator in obtaining the special temporary permit from the state agency for the use of a temporary emergency generator, and also assisted the owner and design team to obtain the permit for new emergency generator for the permanent site installation. Mr. Cervantes conducted all inspections for the new foundation, new concrete footing and pad for the generator, all new conductors, breaker installation, automatic transfer switch installation, and new generator installation. All reacceptance testing for the generator was confirmed and reported to the state licensing agency. On the Physical Therapy Remodel he provided inspection services for the non-rated and rated wall partitions, the new structural footing, and new plumbing and electrical systems, which was also being monitored for the state agency.

MERCY GENERAL MEDICAL CENTER ALEX G. SPANOS CARDIOVASCULAR HEART CENTER – Sacramento, CA

Construction Value: \$350 million

Mr. Cervantes was the Inspector of Record (IOR) for this project, which consisted of a new 123,000 sf, four storied, 92 patient bed, four surgical room acute hospital. He inspected the exterior underground utilities, interior mechanical system, metal stud framing, rated construction, roofing systems, fire sprinkler systems, medical gas systems, plumbing, mechanical and seismic systems. Mr. Cervantes kept detailed electronic reports and maps tracking work progress for the owner's representative. He interacted with contractors, sub-contractors, design team and OSHPD field staff, maintained field office, reports and document in paper form and electronically.

QUEEN OF THE VALLEY MEDICAL CENTER – Napa, CA

Construction Value: \$1.75 million

As the Inspector of Record (IOR) on this extensive remodel and modernization project, Mr. Cervantes responsibilities included independent inspection on the installation of new OR lights, new pyxis machine, renovation engineering office, new thermoplastic polyolefin roof installation, telecom room upgrade, and new building management system. He maintained field office, reports and documentation in both paper and electronic format.

Reference: Philippe Paquin – Director of Engineering Safety Officer ◊ Queen of the Valley Medical Center ◊ 1000 Trancas Street, Napa, CA 91558 ◊ 707-252-4411 ◊

METHODIST HOSPITAL – Sacramento, CA

Construction Value: \$1.25 million

Mr. Cervantes was the Inspector of Record (IOR) on a new hospital construction and tentative improvement remodels and repairs. His responsibilities include underground utilities, concrete placement, structural steel and welding, brazing soldering of pipe for plumbing and medical gas pipes, welding of mechanical pipes, installations and testing of fire sprinklers, seismic bracing, roofing, plumbing, and mechanical installation systems, automated building systems, fire protection systems, paging systems, new HVAC unit installation. Mr. Cervantes managed the testing laboratory services and worked with multiple design professionals. His responsibilities included review of change orders, monthly pay application schedules and sign time and material tags for daily work, maintain daily reports and office construction files, and facilitate site visits and meetings with state OSHPD field staff, vendors and local public work agency.

WASHINGTON UNIFIED SCHOOL DISTRICT, WASHINGTON HIGH SCHOOL – West Sacramento, CA

Construction Value: \$120 million

As the Project Inspector / Inspector of Record (IOR), Mr. Cervantes provided inspection and documentation services of the construction of this new high school and city recreation facility. His inspection consisted of verifying the site preparation, foundation footings, concrete placement, metal stud framing, plumbing, construction of fire rated assemblies, installation of seismic bracing for mechanical, electrical, and plumbing systems. He confirmed the construction met and complied with California Building Codes Title 24 and Yolo county standards. Mr. Cervantes also reviewed monthly pay applications request and change orders, monitored and scheduled the testing laboratory inspection services for soils, welding, bolting, masonry, and concrete cylinder testing, and coordinated public utilities for service connections of water, sewer and electrical connections.

**EXHIBIT B
PROFESSIONAL SERVICES AGREEMENT**

FEE SCHEDULE/MANNER OF PAYMENT

1. **CONTRACTOR's Compensation.** The total of all fees paid to the CONTRACTOR for the performance of all services set forth in Exhibit A, including normal revisions (hereafter the "Services"), and for all authorized Reimbursable Expenses, shall not exceed the total sum of \$ 267,960.
2. **Billable Rates.** CONTRACTOR shall be paid for the performance of Services on an hourly rate, daily rate, flat fee, lump sum or other basis, as set forth in Attachment 1 to Exhibit B, attached hereto and incorporated herein.
3. **CONTRACTOR's Reimbursable Expenses.** Reimbursable Expenses shall be limited to actual expenditures of CONTRACTOR for expenses that are necessary for the proper completion of the Services and shall only be payable if specifically authorized in advance by CITY.
4. **Payments to CONTRACTOR.**
 - A. Payments to CONTRACTOR shall be made within a reasonable time after receipt of CONTRACTOR's invoice, in proportion to services performed or as otherwise specified in Attachment 1 to Exhibit B. CONTRACTOR may request payment on a monthly basis. CONTRACTOR shall be responsible for the cost of supplying all documentation necessary to verify the monthly billings to the satisfaction of CITY.
 - B. All invoices submitted by CONTRACTOR shall contain the following information:
 - (1) Job/Project Name
 - (2) CITY's current Purchase Order Number
 - (3) CONTRACTOR's Invoice Number
 - (4) Date of Invoice Issuance
 - (5) Work Order Number (if applicable)
 - (6) CITY representative identified on the Purchase Order
 - (7) CONTRACTOR's remit address for payment
 - (8) Description of services billed under Invoice
 - (9) Amount of invoice (itemize all authorized Reimbursable Expenses)
 - (10) Total Billed to Date under Agreement
 - C. Items shall be separated into Services and Reimbursable Expenses. Billings that do not conform to the format outlined above shall be returned to CONTRACTOR for correction. CITY shall not be responsible for delays in payment to CONTRACTOR resulting from CONTRACTOR's failure to comply with the invoice format described above.

D. Submitting Invoices:

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

apinvoices@cityofsacramento.org

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

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

5. **Additional Services.** Additional Services are those services related to the scope of services of CONTRACTOR set forth in Exhibit A but not anticipated at the time of execution of this Agreement. Additional Services shall be provided only when a Supplemental Agreement authorizing the Additional Services is approved by CITY in accordance with CITY's Supplemental Agreement procedures. CITY reserves the right to perform any Additional Services with its own staff or to retain other consultants to perform the Additional Services.
6. **Accounting Records of CONTRACTOR.** During performance of this Agreement and for a period of three (3) years after completing all Services and Additional Services hereunder, CONTRACTOR shall maintain all accounting and financial records related to this Agreement, including, but not limited to, records of CONTRACTOR's costs for all Services and Additional Services performed under this Agreement and records of CONTRACTOR's Reimbursable Expenses, in accordance with generally accepted accounting practices, and shall keep and make the records available for inspection and audit by representatives of the CITY upon reasonable written notice.
7. **Taxes.** CONTRACTOR shall pay, when and as due, any and all taxes incurred as a result of CONTRACTOR's compensation hereunder, including estimated taxes, and shall provide CITY with proof of the payment upon request. CONTRACTOR hereby agrees to indemnify CITY for any claims, losses, costs, fees, liabilities, damages or injuries suffered by CITY arising out of CONTRACTOR's breach of this Section 7.



Attachment 1 to Exhibit B

Fee Schedule

| Year | Job Title | Hourly Rate* | Days | Hours/Day | Cost Estimate |
|-------------------|----------------------|--------------|------|------------|---------------|
| FY 2018/19 | | | | | |
| Month 1 | Construction Manager | \$180 | 20 | 4 | \$14,400 |
| Months 2-6 | Construction Manager | \$180 | 106 | 4 | \$76,320 |
| | Inspector | \$147 | 106 | 4 | \$62,328 |
| FY 2019/20 | | | | | |
| Months 7-10 | Construction Manager | \$187 | 84 | 4 | \$62,832 |
| | Inspector | \$155 | 84 | 4 | \$52,080 |
| | | | | | |
| | | | | Total Cost | \$267,960 |

*Rates are inclusive of the following:

- All vehicle and vehicle expenses
- Standard inspection and safety equipment
- Cell phones
- Computers and printers
- All other small incidentals

Prevailing Wage: All personnel are paid, at a minimum, the Base Hourly Rate and Total Hourly Rate of the General Determination made by the Director of Industrial Relations Pursuant to California Labor Code for Commercial, Building, Highway, Heavy Construction and Dredging Projects.

Overtime Rates: Overtime is paid per State requirements, which generally requires payment of overtime (1.5 times regular hourly rate) to non-exempt employees for any hours in excess of eight (8) hours per day or forty (40) hours per week, and double time for any hours in excess of twelve (12) hours per day or work on Sunday or holidays. Exempt employees (generally licensed professionals) who work on the job site are generally paid straight time hourly rates for overtime. This results in the following billable rates for overtime: RE and Structure Reps are the same rate, all other personnel are billed at the straight time billable hourly rate plus 25% (ie. Inspector \$140 x 1.25 = \$175).

Note: All costs for field office space, field office equipment, and technical field equipment will be billed and reimbursed at the actual lease/rental rates, with no mark-up. Cost for materials such as prints, film, developing, extensive copying, (ie. items that will become property of the client at the end of the project) will be billed and reimbursed at the actual cost, with no mark-up.

**EXHIBIT C
PROFESSIONAL SERVICES AGREEMENT**

FACILITIES AND EQUIPMENT TO BE PROVIDED BY CITY

CITY shall *[check one]*

Not furnish any facilities or equipment for this Agreement;

or

Furnish the following facilities or equipment for the Agreement
[list, if applicable]:

- access to Memorial Auditorium

**EXHIBIT D
PROFESSIONAL SERVICES AGREEMENT**

GENERAL PROVISIONS

1. Independent Contractor.

- A. It is understood and agreed that CONTRACTOR (including CONTRACTOR's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither CONTRACTOR nor CONTRACTOR's assigned personnel shall be entitled to any benefits payable to employees of CITY. CITY is not required to make any deductions or withholdings from the compensation payable to CONTRACTOR under the provisions of this Agreement, and CONTRACTOR shall be issued a Form 1099 for its services hereunder. As an independent contractor, CONTRACTOR hereby agrees to indemnify and hold CITY harmless from any and all claims that may be made against CITY based upon any contention by any of CONTRACTOR's employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any Services under this Agreement. (As used in this Exhibit D, the term "Services" shall include both Services and Additional Services as such terms are defined elsewhere in this Agreement.)
- B. It is further understood and agreed by the parties hereto that CONTRACTOR, in the performance of its obligations hereunder, is subject to the control and direction of CITY as to the designation of tasks to be performed and the results to be accomplished under this Agreement, but not as to the means, methods, or sequence used by CONTRACTOR for accomplishing such results. To the extent that CONTRACTOR obtains permission to, and does, use CITY facilities, space, equipment or support services in the performance of this Agreement, this use shall be at the CONTRACTOR's sole discretion based on the CONTRACTOR's determination that such use will promote CONTRACTOR's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the CITY does not require that CONTRACTOR use CITY facilities, equipment or support services or work in CITY locations in the performance of this Agreement.
- C. If, in the performance of this Agreement, any third persons are employed by CONTRACTOR, such persons shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONTRACTOR. It is further understood and agreed that CONTRACTOR shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of CONTRACTOR's assigned personnel and subcontractors.
- D. The provisions of this Section 1 shall survive any expiration or termination of this Agreement. Nothing in this Agreement shall be construed to create an exclusive relationship between CITY and CONTRACTOR. CONTRACTOR may represent, perform

services for, or be employed by such additional persons or companies as CONTRACTOR sees fit provided that CONTRACTOR does not violate the provisions of Section 5, below.

2. **Licenses; Permits, Etc.** CONTRACTOR represents and warrants that CONTRACTOR has all licenses, permits, City Business Operations Tax Certificate, qualifications, and approvals of whatsoever nature that are legally required for CONTRACTOR to practice its profession or provide any services under the Agreement. CONTRACTOR represents and warrants that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for CONTRACTOR to practice its profession or provide such Services. Without limiting the generality of the foregoing, if CONTRACTOR is an out-of-state corporation, CONTRACTOR warrants and represents that it possesses a valid certificate of qualification to transact business in the State of California issued by the California Secretary of State pursuant to Section 2105 of the California Corporations Code.
3. **Time.** CONTRACTOR shall devote such time and effort to the performance of Services pursuant to this Agreement as is necessary for the satisfactory and timely performance of CONTRACTOR's obligations under this Agreement. Neither party shall be considered in default of this Agreement, to the extent that party's performance is prevented or delayed by any cause, present or future, that is beyond the reasonable control of that party.
4. **CONTRACTOR Not Agent.** Except as CITY may specify in writing, CONTRACTOR and CONTRACTOR's personnel shall have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. CONTRACTOR and CONTRACTOR's personnel shall have no authority, express or implied, to bind CITY to any obligations whatsoever.
5. **Conflicts of Interest.** CONTRACTOR covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, that would conflict in any manner with the interests of CITY or that would in any way hinder CONTRACTOR's performance of Services under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor, without the written consent of CITY. CONTRACTOR agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the interests of CITY at all times during the performance of this Agreement. If CONTRACTOR is or employs a former officer or employee of the CITY, CONTRACTOR and any such employee(s) shall comply with the provisions of Sacramento City Code Section 2.16.090 pertaining to appearances before the City Council or any CITY department, board, commission or committee.
6. **Confidentiality of CITY Information.** During performance of this Agreement, CONTRACTOR may gain access to and use CITY information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "City Information") that are valuable, special and unique assets of the CITY. CONTRACTOR agrees to protect all City Information and treat it as strictly confidential, and further agrees that CONTRACTOR shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party without the prior written consent of CITY. In addition, CONTRACTOR shall comply with all CITY policies governing the use of the CITY network and technology systems, as set forth in applicable provisions of the City of Sacramento Administrative Policy Instructions # 30. A

violation by CONTRACTOR of this Section 6 shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

7. CONTRACTOR Information.

- A. CITY shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by CONTRACTOR pursuant to this Agreement. In this Agreement, the term "information" shall be construed to mean and include: any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, photostating, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. CONTRACTOR shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by CITY.
- B. CONTRACTOR shall fully defend, indemnify and hold harmless CITY, its officers and employees, and each and every one of them, from and against any and all claims, actions, lawsuits or other proceedings alleging that all or any part of the information prepared, produced, or provided by CONTRACTOR pursuant to this Agreement infringes upon any third party's trademark, trade name, copyright, patent or other intellectual property rights. CITY shall make reasonable efforts to notify CONTRACTOR not later than ten (10) days after CITY is served with any such claim, action, lawsuit or other proceeding, provided that CITY's failure to provide such notice within such time period shall not relieve CONTRACTOR of its obligations hereunder, which shall survive any termination or expiration of this Agreement.
- C. All proprietary and other information received from CONTRACTOR by CITY, whether received in connection with CONTRACTOR's proposal to CITY or in connection with any Services performed by CONTRACTOR, will be disclosed upon receipt of a request for disclosure, pursuant to the California Public Records Act; provided, however, that, if any information is set apart and clearly marked "trade secret" when it is provided to CITY, CITY shall give notice to CONTRACTOR of any request for the disclosure of such information. The CONTRACTOR shall then have five (5) days from the date it receives such notice to enter into an agreement with the CITY, satisfactory to the City Attorney, providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff's attorney fees) incurred by CITY in any legal action to compel the disclosure of such information under the California Public Records Act. The CONTRACTOR shall have sole responsibility for defense of the actual "trade secret" designation of such information.
- D. The parties understand and agree that any failure by CONTRACTOR to respond to the notice provided by CITY and/or to enter into an agreement with CITY, in accordance with the provisions of subsection C, above, shall constitute a complete waiver by CONTRACTOR of any rights regarding the information designated "trade secret" by CONTRACTOR, and such information shall be disclosed by CITY pursuant to applicable procedures required by the Public Records Act.

8. Standard of Performance. CONTRACTOR shall perform all Services required pursuant to this Agreement in the manner and according to the standards currently observed by a competent practitioner of CONTRACTOR's profession in California. All products of whatsoever nature that CONTRACTOR delivers to CITY pursuant to this Agreement shall be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in CONTRACTOR's profession, and shall be provided in accordance with any schedule of performance specified in Exhibit A. CONTRACTOR shall assign only competent personnel to perform Services pursuant to this Agreement. CONTRACTOR shall notify CITY in writing of any changes in CONTRACTOR's staff assigned to perform the Services required under this Agreement, prior to any such performance. In the event that CITY, at any time during the term of this Agreement, desires the removal of any person assigned by CONTRACTOR to perform Services pursuant to this Agreement, because CITY, in its sole discretion, determines that such person is not performing in accordance with the standards required herein, CONTRACTOR shall remove such person immediately upon receiving notice from CITY of the desire of CITY for the removal of such person.

9. Term; Suspension; Termination.

- A. This Agreement shall become effective on the date that it is approved by both parties, set forth on the first page of the Agreement, and shall continue in effect until both parties have fully performed their respective obligations under this Agreement, unless sooner terminated as provided herein.
- B. CITY shall have the right at any time to temporarily suspend CONTRACTOR's performance hereunder, in whole or in part, by giving a written notice of suspension to CONTRACTOR. If CITY gives such notice of suspension, CONTRACTOR shall immediately suspend its activities under this Agreement, as specified in such notice.
- C. CITY shall have the right to terminate this Agreement at any time by giving a written notice of termination to CONTRACTOR. If CITY gives such notice of termination, CONTRACTOR shall immediately cease rendering Services pursuant to this Agreement. If CITY terminates this Agreement:
 - (1) CONTRACTOR shall, not later than five days after such notice of termination, deliver to CITY copies of all information prepared pursuant to this Agreement.
 - (2) CITY shall pay CONTRACTOR the reasonable value of Services rendered by CONTRACTOR prior to termination; provided, however, CITY shall not in any manner be liable for lost profits that might have been made by CONTRACTOR had the Agreement not been terminated or had CONTRACTOR completed the Services required by this Agreement. In this regard, CONTRACTOR shall furnish to CITY such financial information as in the judgment of the CITY is necessary for CITY to determine the reasonable value of the Services rendered by CONTRACTOR. The foregoing is cumulative and does not affect any right or remedy that CITY may have in law or equity.

10. Indemnity.

- A. Indemnity: CONTRACTOR shall defend, hold harmless and indemnify CITY, its officers and employees, and each and every one of them, from and against any and all claims, actions, damages, costs, liabilities, demands, losses, judgments, penalties and expenses of every type and description, including, but not limited to, any fees and/or costs reasonably incurred by CITY's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Claims"), including but not limited to Claims arising from personal injury or death, damage to personal, real, or intellectual property, or the environment, contractual or other economic damages, or regulatory penalties, that arise out of, pertain to, or relate to any negligent act or omission, recklessness, or willful misconduct of CONTRACTOR, its sub-consultants, subcontractors, or agents, and their respective officers and employees, in connection with performance of or failure to perform this Agreement, whether or not such Claims are litigated, settled, or reduced to judgment; provided that the foregoing indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, damage, or expense to the extent arising from (i) the sole negligence or willful misconduct of, or defects in design furnished by, CITY, its agents, servants, or independent contractors who are directly responsible to CITY, or (ii) the active negligence of CITY.
- B. Insurance Policies; Intellectual Property Claims: The existence or acceptance by CITY of any of the insurance policies or coverages described in this Agreement shall not affect or limit any of CITY's rights under this Section 10, nor shall the limits of such insurance limit the liability of CONTRACTOR hereunder. This Section 10 shall not apply to any intellectual property claims, actions, lawsuits, or other proceedings subject to the provisions of Section 7.B., above. The provisions of this Section 10 shall survive any expiration or termination of this Agreement.

11. Insurance Requirements. During the entire term of this Agreement, CONTRACTOR shall maintain the insurance coverage described in this Section 11.

Full compensation for all premiums that CONTRACTOR is required to pay for the insurance coverage described herein shall be included in the compensation specified for the Services provided by CONTRACTOR under this Agreement. No additional compensation will be provided for CONTRACTOR's insurance premiums. Any available insurance proceeds in excess of the specified minimum limits and coverages shall be available to the CITY.

It is understood and agreed by the CONTRACTOR that its liability to the CITY shall not in any way be limited to or affected by the amount of insurance coverage required or carried by the CONTRACTOR in connection with this Agreement.

A. Minimum Scope & Limits of Insurance Coverage

- (1) Commercial General Liability Insurance providing coverage at least as broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, arising out of activities performed by or on behalf of CONTRACTOR, its sub-consultants, and

subcontractors, products and completed operations of CONTRACTOR, its sub-consultants, and subcontractors, and premises owned, leased, or used by CONTRACTOR, its sub-consultants, and subcontractors, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide contractual liability and products and completed operations coverage for the term of the policy.

- (2) Automobile Liability Insurance providing coverage at least as broad as ISO Form CA 00 01 for bodily injury, including death, of one or more persons, property damage, and personal injury, with limits of not less than one million dollars (\$1,000,000) per accident. The policy shall provide coverage for owned, non-owned, and/or hired autos as appropriate to the operations of the CONTRACTOR.

No automobile liability insurance shall be required if CONTRACTOR completes the following certification:

"I certify that a motor vehicle will not be used in the performance of any work or services under this agreement." (CONTRACTOR initials)

- (3) Excess Insurance: The minimum limits of insurance required above may be satisfied by a combination of primary and umbrella or excess insurance coverage; provided that any umbrella or excess insurance shall contain, or be endorsed to contain, a provision that it shall apply on a primary basis for the benefit of the CITY, and any insurance or self-insurance maintained by CITY, its officials, employees, or volunteers shall be in excess of such umbrella or excess coverage and shall not contribute with it.

- (4) Workers' Compensation Insurance with statutory limits, and Employers' Liability Insurance with limits of not less than one million dollars (\$1,000,000). The Workers' Compensation policy shall include a waiver of subrogation in favor of the CITY. If no work or services will be performed on or at CITY facilities or CITY Property, the CITY Representative may waive this requirement by selecting the option below:

Workers' Compensation waiver of subrogation in favor of the CITY is not required. _____ (CITY Representative initials)

No Workers' Compensation insurance shall be required if CONTRACTOR completes the following certification:

"I certify that my business has no employees, and that I do not employ anyone. I am exempt from the legal requirements to provide Workers' Compensation insurance." _____ (CONTRACTOR initials)

- (5) Professional Liability Insurance providing coverage on a claims made basis for errors, omissions, or malpractice with limits of not less than one million (\$1,000,000) dollars. Professional Liability (Errors and Omissions) insurance:

Is X Is not _____ [check one] required for this Agreement.

If required, such coverage must be continued for at least 2 year(s) following the completion of all Services and Additional Services under this Agreement. The retroactive date must be prior to the date this Agreement is approved or any Services are performed.

B. Additional Insured Coverage

- (1) Commercial General Liability Insurance: The CITY, its officials, employees, and volunteers shall be covered by policy terms or endorsement as additional insureds as respects general liability arising out of: activities performed by or on behalf of CONTRACTOR, its sub-consultants, and subcontractors; products and completed operations of CONTRACTOR, its sub-consultants, and subcontractors; and premises owned, leased, or used by CONTRACTOR, its sub-consultants, and subcontractors.
- (2) Automobile Liability Insurance: The CITY, its officials, employees, and volunteers shall be covered by policy terms or endorsement as additional insureds as respects auto liability.

C. Other Insurance Provisions

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

- (1) Except for professional liability, CONTRACTOR's insurance coverage, including excess insurance, shall be primary insurance as respects CITY, its officials, employees, and volunteers. Any insurance or self-insurance maintained by CITY, its officials, employees, or volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it.
- (2) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to CITY, its officials, employees, or volunteers.
- (3) Coverage shall state that CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (4) CITY will be provided with thirty (30) days written notice of cancellation or material change in the policy language or terms.

D. Acceptability of Insurance

Insurance shall be placed with insurers with a Bests' rating of not less than A:VI. Self-insured retentions, policy terms or other variations that do not comply with the requirements of this Section 11 must be declared to and approved by the CITY in writing prior to execution of this Agreement.

E. Verification of Coverage

- (1) CONTRACTOR shall furnish CITY with certificates and required endorsements evidencing the insurance required. The certificates and endorsements shall be forwarded to the CITY representative named in Exhibit A. Copies of policies shall be delivered to the CITY on demand. Certificates of insurance shall be signed by an authorized representative of the insurance carrier.
- (2) For all insurance policy renewals during the term of this Agreement, CONTRACTOR shall send insurance certificates reflecting the policy renewals directly to:

City of Sacramento
c/o EXIGIS LLC
P.O. Box 4668 ECM- #35050
New York, NY 10168-4668

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

- (3) The CITY may withdraw its offer of contract or cancel this Agreement if the certificates of insurance and endorsements required have not been provided prior to execution of this Agreement. The CITY may withhold payments to CONTRACTOR or cancel the Agreement if the insurance is canceled or CONTRACTOR otherwise ceases to be insured as required herein.

F. Subcontractors

CONTRACTOR shall require and verify that all sub-consultants and subcontractors maintain insurance coverage that meets the minimum scope and limits of insurance coverage specified in subsection A, above.

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

- A. Compliance With Regulations: CONTRACTOR shall comply with the Executive Order 11246 entitled "Equal Opportunity in Federal Employment", as amended by Executive Order 11375 and 12086, and as supplemented in Department of Labor regulations (41 CFR Chapter 60), hereinafter collectively referred to as the "Regulations".
- B. Nondiscrimination: CONTRACTOR, with regards to the work performed by it after award and prior to completion of the work pursuant to this Agreement, shall not discriminate on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation in selection and retention of subcontractors, including procurement of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in discrimination prohibited by the Regulations.
- C. Solicitations for Subcontractors, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by CONTRACTOR for

work to be performed under any subcontract, including all procurement of materials or equipment, each potential subcontractor or supplier shall be notified by CONTRACTOR of CONTRACTOR's obligation under this Agreement and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation.

- D. Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or by any orders or instructions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the CITY to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the CITY, and shall set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of noncompliance by CONTRACTOR with the nondiscrimination provisions of this Agreement, the CITY shall impose such sanctions as it may determine to be appropriate including, but not limited to:
- (1) Withholding of payments to CONTRACTOR under this Agreement until CONTRACTOR complies;
 - (2) Cancellation, termination, or suspension of the Agreement, in whole or in part.
- F. Incorporation of Provisions: CONTRACTOR shall include the provisions of subsections A through E, above, in every subcontract, including procurement of materials and leases of equipment, unless exempted by the Regulations, or by any order or instructions issued pursuant thereto. CONTRACTOR shall take such action with respect to any subcontract or procurement as the CITY may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, CONTRACTOR may request CITY to enter such litigation to protect the interests of CITY.

13. **Entire Agreement.** This document, including all Exhibits, contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Agreement. No alteration to the terms of this Agreement shall be valid unless approved in writing by CONTRACTOR, and by CITY, in accordance with applicable provisions of the Sacramento City Code.
14. **Severability.** If any portion of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.
15. **Waiver.** Neither CITY acceptance of, or payment for, any Service or Additional Service performed by CONTRACTOR, nor any waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.

16. **Enforcement of Agreement.** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court or Federal District Court located in Sacramento County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.
17. **Assignment Prohibited.** The expertise and experience of CONTRACTOR are material considerations for this Agreement. CITY has a strong interest in the qualifications and capability of the persons and entities that will fulfill the obligations imposed on CONTRACTOR under this Agreement. In recognition of this interest, CONTRACTOR shall not assign any right or obligation pursuant to this Agreement without the written consent of the CITY. Any attempted or purported assignment without CITY's written consent shall be void and of no effect.
18. **Binding Effect.** This Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the parties, subject to the provisions of Section 17, above.
19. **Use Tax Requirements.** During the performance of this Agreement, CONTRACTOR, for itself, its assignees and successors in interest, agrees as follows:
- A. **Use Tax Direct Payment Permit:** For all leases and purchases of materials, equipment, supplies, or other tangible personal property used to perform the Agreement and shipped from outside California, the Contractor and any subcontractors leasing or purchasing such materials, equipment, supplies or other tangible personal property shall obtain a Use Tax Direct Payment Permit from the California State Board of Equalization ("SBE") in accordance with the applicable SBE criteria and requirements.
 - B. **Sellers Permit:** For any construction contract and any construction subcontract in the amount of \$5,000,000 or more, Contractor and the subcontractor(s) shall obtain sellers permits from the SBE and shall register the jobsite as the place of business for the purpose of allocating local sales and use tax to the City. Contractor and its subcontractors shall remit the self-accrued use tax to the SBE, and shall provide a copy of each remittance to the City.
 - C. The above provisions shall apply in all instances unless prohibited by the funding source for the Agreement.
20. **Local Business Enterprise Participation Requirements.** If the Request for Qualifications or Request for Proposals issued for this Agreement included Local Business Enterprise Participation Requirements (the "LBE Requirements"), CONTRACTOR shall comply with the LBE Requirements, which are by this reference incorporated as if set forth fully herein. The LBE Requirements also can be viewed at:
<http://www.cityofsacramento.org/Finance/Procurement/Standard-Agreements>.

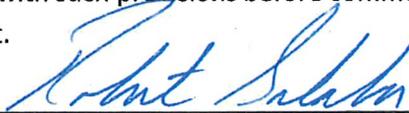
**EXHIBIT E
PROFESSIONAL SERVICES AGREEMENT**

ADDITIONAL REQUIREMENTS FOR SURVEYING, MATERIAL TESTING, AND INSPECTION SERVICES

Land surveying, material testing, and inspection services provided for a City construction project during the design, pre-construction, construction, or post-construction phases of the project constitute "public works" under California Labor Code section 1720 *et seq.*, and are subject to the requirements of Chapter 1 of Part 7 of Division 2 of the Labor Code and its implementing regulations set forth in Title 8 of the California Code of Regulations. If this Agreement includes any of these services (hereafter collectively referred to as "Public Work"), the Contractor and any subcontractor or subconsultant performing any Public Work shall comply with all applicable requirements of the California Labor Code and the Sacramento City Code, including the following requirements:

1. **Workers' Compensation Certification.** If this Agreement is for the performance of any Public Work, in accordance with California Labor Code section 1861 the Contractor shall sign the following certification:

I am aware of the provisions of section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.



Contractor Signature

2. **DIR Registration.** California Labor Code section 1725.5 requires the Contractor and any subcontractor or subconsultant performing any Public Work under this Agreement to be currently registered with the California Department of Industrial Relations (DIR), as specified in Labor Code section 1725.5. Labor Code section 1771.1 provides that a contractor or subcontractor/subconsultant shall not be qualified to engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Labor Code section 1725.5.

Contractor DIR registration #: 1000018979

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

3. **Payment of Prevailing Wages.** If this Agreement is for the performance of any Public Work, and the amount of the Agreement is more than \$25,000, Contractor and any subcontractor

or subconsultant performing any Public Work shall comply with the provisions of Sacramento City Code section 3.60.180 and applicable provisions of California Labor Code section 1770 *et seq.*, which require, among other things, that the Contractor and subcontractor(s)/subconsultant(s) pay not less than the prevailing rate of wages for Public Work, as determined by the Director of the California DIR pursuant to Labor Code section 1773. For any Public Work performed under this Agreement, Contractor and every subcontractor or subconsultant shall maintain payroll records and submit certified payroll records and other labor compliance documentation electronically to City staff when and as required by City. In addition, Labor Code section 1771.4 requires the Contractor and any subcontractor or subconsultant performing any Public Work to furnish electronic payroll records directly to the Labor Commissioner.

This Agreement is subject to compliance monitoring and enforcement by the California Department of Industrial Relations, as specified in Labor Code section 1771.4. The Contractor and any subcontractor or subconsultant performing Public Work will be subject to withholding and penalties for violation of prevailing wage requirements in accordance with applicable law, including Labor Code sections 1726, 1741, 1771.5, and 1775, and City Code section 3.60.180. Questions regarding the City's Labor Compliance Program should be directed to the contracts staff for the City Department issuing this Agreement.

4. **Apprentices.** If this Agreement is for the performance of any Public Work, and the amount of the Agreement is \$30,000 or more, the Contractor and any subcontractor or subconsultant performing any Public Work under this Agreement shall comply with Sacramento City Code section 3.60.190, section 1777.5 *et seq.* of the California Labor Code, and implementing regulations set forth in Title 8 of the California Code of Regulations, governing the employment of apprentices. The Contractor and any subcontractor or subconsultant performing Public Work will be subject to penalties for apprenticeship violations in accordance with Labor Code section 1777.7.
5. **Working Hours.** If this Agreement is for the performance of any Public Work, Contractor and any subcontractor or subconsultant performing any Public Work shall comply with, and be subject to enforcement under, the provisions of Sacramento City Code section 3.60.180 and California Labor Code section 1810 *et seq.*, governing the working hours of employees performing Public Work.
6. **Subcontractors.** The Contractor shall include these provisions in every subcontract or subagreement for every lower-tier subcontractor or subconsultant performing Public Work under this Agreement.