

PROJECT #: T15038200
PROJECT NAME: Construction Management Services – West El Camino Bridge
DEPARTMENT: Transportation
DIVISION: Engineering Services
CITY OF SACRAMENTO

PROFESSIONAL SERVICES AGREEMENT FOR CONSTRUCTION-RELATED SERVICES

TO BE USED FOR PROFESSIONAL SERVICES RELATED TO A CONSTRUCTION PROJECT BUT NOT PERFORMED BY LICENSED ARCHITECTS, LANDSCAPE ARCHITECTS OR PROFESSIONAL LAND SURVEYORS OR REGISTERED PROFESSIONAL ENGINEERS

THIS AGREEMENT is made at Sacramento, California, as of February 19, 2008, by and between the **CITY OF SACRAMENTO**, a municipal corporation (“CITY”), and

TRC
10680 White Rock Road, Suite 100
Rancho Cordova, CA 95670
Tel.# (916) 366-0632/FAX#: (916) 366-1501

(“CONTRACTOR”), who agree as follows:

- 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 said 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 such services: (a) CONTRACTOR notifies CITY and CITY agrees that such 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 and/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.
- 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 said 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.
- 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 furnishing 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.
- General Provisions.** The General Provisions set forth in Exhibit D, that 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 said terms or conditions.

- 5. **Non-Discrimination in Employee Benefits.** This Agreement is subject to the provisions of Sacramento City Code Chapter 3.54, Non-Discrimination in Employee Benefits by City Contractors. The requirements of Sacramento City Code Chapter 3.54 are summarized in Exhibit E. CONTRACTOR is required to sign the attached Declaration of Compliance (Equal Benefits Ordinance), to assure compliance with these requirements.
- 6. **Authority.** The person signing this Agreement for CONTRACTOR hereby represents and warrants that he/she is fully authorized to sign this Agreement on behalf of CONTRACTOR and to bind CONTRACTOR to the performance of its obligations hereunder.
- 7. **Exhibits.** All exhibits referred to herein are attached hereto and 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

CONTRACTOR:
TRC

By: _____
Print name: _____
Title: _____

NAME OF FIRM
33-0648915

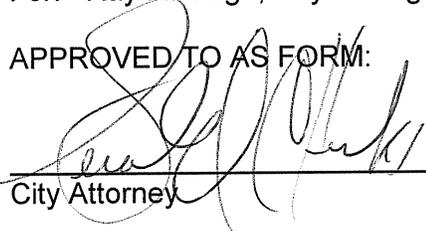
Federal I.D. No.
01926288

For: Ray Kerridge, City Manager

State I.D. No.
5095

APPROVED TO AS FORM:

City of Sacramento Business Op. Tax Cert. No.



City Attorney

TYPE OF BUSINESS ENTITY (check one):

ATTEST:

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

City Clerk



Signature of Authorized Person
MEHRDAD VARZANDEH, Principal
Print Name and Title

Attachments

Robert Schamber

Additional Signature (if required)
Robert Schamber, VP
Print Name and Title

- Exhibit A - Scope of Service
- Exhibit B - Fee Schedule/Manner of Payment
- Exhibit C - Facilities/Equipment Provided
- Exhibit D - General Provisions
- Exhibit E - Non-Discrimination in Employee Benefits

**DECLARATION OF COMPLIANCE
Equal Benefits Ordinance**

Name of Contractor: TRC

Address: 10680 White Rock Road, Suite 100, Rancho Cordova, CA 95670

The above named Contractor ("Contractor") hereby declares and agrees as follows:

1. Contractor has read and understands the Requirements of the Non-Discrimination In Employee Benefits Code (the "Requirements") attached hereto as Exhibit E.
2. As a condition of receiving this Agreement, Contractor agrees to fully comply with the Requirements, as well as any additional requirements that may be specified in the City of Sacramento's Non-Discrimination In Employee Benefits Code codified at Chapter 3.54 of the Sacramento City Code (the [Ordinance](#)).
3. Contractor understands, to the extent that such benefits are not preempted or prohibited by federal or state law, employee benefits covered by the Ordinance are any of the following:
 - a. Bereavement Leave
 - b. Disability, life, and other types of insurance
 - c. Family medical leave
 - d. Health benefits
 - e. Membership or membership discounts
 - f. Moving expenses
 - g. Pension and retirement benefits
 - h. Vacation
 - i. Travel benefits
 - j. Any other benefit offered to employees

Contractor agrees that if Contractor offers any of the above-listed employee benefits, Contractor will offer those benefits, without discrimination between employees with spouses and employees with domestic partners, and without discrimination between the spouses and domestic partners of such employees.

4. Contractor understands that Contractor will not be considered to be discriminating in the provision or application of employee benefits under the following conditions or circumstances:
 - a. If the actual cost of providing a benefit to a domestic partner or spouse exceeds the cost of providing the same benefit to a spouse or domestic partner of an employee, Contractor will not be required to provide the benefit, nor shall it be deemed discriminatory, if Contractor requires the employee to pay the monetary difference in order to provide the benefit to the domestic partner or to the spouse.
 - b. If Contractor is unable to provide a certain benefit, despite taking reasonable measures to do so, if Contractor provides the employee with a cash equivalent Contractor will not be deemed to be discriminating in the application of that benefit.
 - c. If Contractor provides employee benefits neither to employee's spouses nor to employee's domestic partners.
 - d. If Contractor provides employee benefits to employees on a basis unrelated to marital or domestic partner status.
 - e. If Contractor submits written evidence of making reasonable efforts to end discrimination in employee benefits by implementing policies that will be enacted before the first effective date

after the first open enrollment process following the date this Agreement is executed by the City of Sacramento ("City"). Contractor understands that any delay in the implementation of such policies may not exceed one (1) year from the date this Agreement is executed by the City, and applies only to those employee benefits for which an open enrollment process is applicable.

- f. Until administrative steps can be taken to incorporate nondiscrimination in employee benefits. The time allotted for these administrative steps will apply only to those employee benefits for which administrative steps are necessary and may not exceed three (3) months from the date this Agreement is executed by the City.
 - g. Until the expiration of a current collective bargaining agreement(s) if employee benefits are governed by such collective bargaining agreement(s).
 - h. Contractor takes all reasonable measures to end discrimination in employee benefits by either requesting that the union(s) involved agree to reopen the agreement(s) in order for Contractor to take whatever steps are necessary to end discrimination in employee benefits or by ending discrimination in employee benefits without reopening the collective bargaining agreement(s).
 - i. In the event Contractor cannot end discrimination in employee benefits despite taking all reasonable measures to do so, Contractor provides a cash equivalent to eligible employees for whom employee benefits are not available. Unless otherwise authorized in writing by the City Manager, Contractor understands this cash equivalent must begin at the time the union(s) refuse to allow the collective bargaining agreement(s) to be reopened or not longer than three (3) months after the date this Agreement is executed by the City.
5. Contractor understands that failure to comply with the provisions of Section 4(a) through 4(i), above, will subject Contractor to possible suspension and/or termination of this Agreement for cause; repayment of any or all of the Agreement amount disbursed by the City; debarment for future agreements until all penalties and restitution have been paid in full and/or for up to two (2) years; and/or the imposition of a penalty, payable to the City, in the sum of \$50.00 for each employee, for each calendar day during which the employee was discriminated against in violation of the provisions of the Ordinance.
6. Contractor understands and agrees to provide notice to each current employee and, within ten (10) days of hire, to each new employee, of their rights under the Ordinance. Contractor further agrees to maintain a copy of each such letter provided, in an appropriate file for inspection by authorized representatives of the City. Contractor also agrees to prominently display a poster informing each employee of these rights.
7. Contractor understands that Contractor has the right to request a waiver of, or exemption from, the provisions of the Ordinance by submitting a written request to the City's Procurement Services Division prior to Agreement award, which request shall identify the provision(s) of the Ordinance authorizing such waiver or exemption and the factual basis for such waiver or exemption. The City shall determine in its sole discretion whether to approve any such request.
8. Contractor agrees to defend, indemnify and hold harmless, the City, its officers and employees, against any claims, actions, damages, costs (including reasonable attorney fees), or other liabilities of any kind arising from any violation of the Requirements or of the Ordinance by Contractor.

The undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that he or she is authorized to bind the Contractor to the provisions of this Declaration.

Mehrdad Varzandeh
Signature of Authorized Representative

1-10-08
Date

MEHRDAD VARZANDEH
Print Name

Principal
Title

EXHIBIT A

PROFESSIONAL SERVICES AGREEMENT FOR CONSTRUCTION-RELATED SERVICES

SCOPE OF SERVICES

1. Representatives.

The CITY Representative for this Agreement is:

*Ricky Chuck, Senior Engineer
Engineering Services Division
915 I St, Room 2000
Sacramento, CA 95814*

Phone: (916) 808-5050/Fax: (916) 808-8281/E-mail: rchuck@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:

*Mehrdad Varzandeh, Principal
TRC
10680 White Rock Road, Suite 100
Rancho Cordova, CA 95670
Tel.# (916) 366-0632/FAX#: (916) 366-1501*

All CITY questions pertaining to this Agreement shall be referred to the CONTRACTOR Representative. All correspondence to CONTRACTOR shall be addressed to the 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. Professional Liability Insurance. 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 _____ year(s) following the completion of all Services and Additional Services under this Agreement. (See Exhibit D, Section 11, for complete insurance requirements.)

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: X 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 during the period January 3, 2008 through December 31, 2009.



**Construction Management Services
for the
West El Camino Avenue Bridge over Natomas East Main Drain Canal
Replacement Project**

**Federal Aid Project No.: BRLS-5002(098)
City Project No.: PN: TZ71**

October 16, 2007

Scope of Services

TASK 1 – PRECONSTRUCTION SERVICES

1.1 Project Setup

Review Contract Plans, Specifications, Permits and Agreements

Mehrdad Varzandeh, Resident Engineer, and the TRC team will apply its construction knowledge to the review process and provide a comprehensive review of the contract documents. Our review is performed from contractor’s perspective and will focus on interfaces including project permits and agreements as well as environmental documents. Questions or concerns will be addressed with the City in the team preconstruction meeting. At the City’s discretion, Mehrdad will contact all permit agents to establish working relationships for day-to-day permit activities. Mehrdad will then provide the City project manager, Ricky Chuck, with comments on the adequacy of construction calendar days, potential conflicts, constructibility issues and consistency between the plans and specifications.

Prepare Project Schedule

We will provide a preliminary master schedule for the project which highlights, in broad terms, the entire project. Elements in our Master Schedule include the overall construction items which from our perspective are critical to the successful completion of the project. The master schedule will be compared to the contractor’s submitted schedule and will be used as a tool in coordinating and managing the work with the contractor.

Contract Administration

The TRC team will maintain a tracking system for all documents including correspondence, contract drawings, RFIs, RFCs, CCO logs, utility notices, submittals, and reports. Our goal is to ensure that the status of all contract documents is known at all times and that current revisions of contract documents are distributed to key and appropriate personnel in a timely manner. In addition to tracking on-going project documents, we will also utilize the information generated from our electronic document control system to prepare monthly detailed progress reports to the City.

Project Instructions

The TRC Resident Engineer’s Manual (RE) will provide additional information on procedures and guidelines that will be implemented for the TRC team members assigned to the project. This manual establishes project specific policies and describes duties for field and administrative personnel to administer our construction contracts. The Manual is intended to be a living document and will be



updated throughout the life of the project. TRC will implement its existing RE Manual to conform to the City's project objectives. These project instructions and forms will be incorporated into the project records.

RE Manual Implementation:

The Resident Engineer will lead a round-table discussion with our staff and our sub-consultants to make sure that everyone understands the requirements, roles, responsibilities, goals, and objectives specific to this project. This discussion will also focus on the job requirements, especially how the team will handle non-conforming materials, QA records, records of corrective action taken, and audits of QA records. The single most important aspect of our implementation plan during the pre construction phase is to ensure that our field staff (from the RE to the inspectors) thoroughly understand the contract documents and anticipate potential problems and/or delays during construction. This is to ensure that our field personnel know the contract documents and can resolve issues and keep the project on track.

Pre-Construction Condition Documentation:

The TRC team will perform detailed pre-construction project condition documentation. Documentation will include video and photographic and written records taken by our staff. Special or sensitive areas shall be noted and extra documentation will be provided.

Develop Cost Control Procedures (Construction Contract as well as the CM Contract):

The cost control system will be utilized for producing reports incorporating the project budget, expenditures, and variances to-date, and will forecast the project cost, at completion, and the impacts on the project budget. For the CM contract, the cost control system will allow the TRC team to provide data and adjust any facet of the project, including changes in staffing plan and potential changes in equipment needs.

1.2 Constructibility Review

Constructibility Analysis and Review:

TRC team will apply its construction knowledge to the review process and will provide a comprehensive constructibility review of the contract documents. Our review is performed from contractor's perspective and will focus on interfaces (consistency between the plans and specifications, and Detail vs. General). The continuing "look-ahead" for potential problems, interferences, or omissions during construction, will allow the team to resolve problems before the contractor begins the specific item of work. Our constructibility review will include:

- Construction feasibility and practicality
- Means and Methods of Construction
- Accessibility to site- Contractor access, work areas, and staging areas
- Completeness and consistency among, plans, specifications & bid items
- Value engineering
- Completeness and Clarity
- Claims avoidance
- Safety issues
- Continuity of utilities
- Selection and availability of materials
- Stage Construction
- Traffic control/public access/traffic management
- Transitions between stages
- Document errors
- Document Omissions



- Change order potential
- Labor intensity of installation

Owner-Team (CM, City and Designer) Meeting

Mehrdad will meet with the City and the design (Dokken Engineering) representatives to discuss issues including but not limited to:

- | | |
|---|--|
| <ul style="list-style-type: none"> ✓ Design features ✓ Environmental and public relations issues ✓ Project filing system requirements ✓ Lines of communication ✓ Levels of authorization ✓ Submittal review responsibility, time requirements and authority | <ul style="list-style-type: none"> ✓ Procedures for progress payments ✓ Procedures for contract change orders ✓ Potential claim management ✓ Project emergency procedures ✓ Local emergency services notification & access ✓ Other public access, public outreach and public services requirements |
|---|--|

Preconstruction Meeting

Once the construction contract is bid and awarded, all appropriate persons will be invited to a preconstruction meeting, including the selected contractor, City, Caltrans oversight engineer, utility companies, UPRR, other government agencies, permit issuing authorities and, at the City's discretion, any other involved entities. At this meeting, project specifics will be discussed, including contract submittal requirements, lump sum items using a schedule of values, change order and potential claims procedures, the contractor's construction schedule, long-lead items, technical issues and safety procedures. An agenda, action items and meeting minutes will be prepared.

TASK 2 – OBSERVING UTILITY COMPANY RELOCATIONS

The Resident Engineer will assume primary responsibility for coordinating utility work. Mehrdad and his field team will also observe, coordinate and monitor utility relocations being performed by private/public utilities in anticipation of the West El Camino Avenue Bridge Replacement Project. All project permits will be reviewed and the utilities monitored for compliance.

TASK 3 – CONSTRUCTION MANAGEMENT SERVICES DURING CONSTRUCTION

This task includes project management, construction administration, scheduling, resident project observation/inspection, staking, reviewing and approving all contractor submittals and materials testing during construction. Contract administration shall be in accordance with the Caltrans Local Program and Construction Manuals. Services include the following:

3.1 Coordination and Correspondence

Mehrdad will serve as the day-to-day focal point for coordination among the City, contractor, materials testers, public relations team, surveyor, Caltrans, designer, utility companies, rail road, property owners, and other stakeholders. Mehrdad is the point of contact for the contractor on all project issues. He will document all communications with the contractor through written correspondence and daily diaries. Mehrdad is Ricky Chuck's contact person on the day-to-day project issues as well as for all project correspondence. Mehrdad and his staff will conduct weekly progress meetings to address the status of the project and project issues, and they will prepare and distribute agendas, minutes, and an issues list.



Mehrdad will receive all contractor correspondence and prepare and transmit responses, coordinating with applicable parties, as required.

Duties will include:

- Serve as focal point for coordination among the contractors, surveyors, material testers, the design engineer, the City, other agencies, utility companies, and other parties.
- Maintain close contact with City Project Manager and copy City Project Manager on all correspondence, including respond correspondence.
- Receive all Contractor correspondence and prepare and transmit responses. Coordinate with applicable parties as required to develop responses.
- Conduct weekly, or as necessary, construction contract coordination meetings with the Contractor. Take minutes and distribute to parties designated in the project instructions.
- Maintain contract files in a systematic and orderly manner consistent with the Caltrans Construction Manual.
- Public Outreach assistance and support.

3.2 Schedule Management; Progress Meetings; Reports

Effective schedule management throughout the course of the project provides significant impact in reducing or eliminating exposure to potential claims. The most critical element is establishing a proper baseline schedule by the Contractor, acceptable to all parties, that accurately represents how the Contractor will build the project. Our Resident Engineer will setup a meeting with the Contractor, and the City prior to schedule development and submittals. The meeting will cover a number of items which will improve our ability to manage the project, including activity codes for the schedule, the maximum duration of activities, withholding of payment for failure to submit updates in a timely manner, look ahead schedules to be submitted weekly, revision and recovery schedule requirements, and other schedule requirements that will make the contractor's CPM schedule a useful tool in the management of the project. Our team will review the baseline schedule for compliance with known milestone dates; the City furnished material delivery dates and critical interface points involving operating railroad and utility shutdown and tie-ins.

Monitor Construction Schedule: The TRC team will provide the contractor's monthly schedule to the City and advice of any schedule delay with recommendations for schedule recovery. We will work with the contractor to eliminate and/or mitigate the impacts of any delays. In addition to reviewing the contractor's schedule, we will prepare and maintain an "as-built" schedule. This schedule is beneficial in negotiating change orders and analyzing time extension requests and for claims analysis purposes. Our team will review the baseline and monthly schedule for compliance and will provide specific information in a detailed report on a monthly basis.

The Resident Engineer will submit to the City a *Monthly Project Status Report*, which provides an update, including photos, on the project schedule, budget, expenditures on change orders, a forecast at completion (costs), work completed in the specified period, work contemplated for the next period, and outstanding project issues.

3.3 Payment Recommendations

In order to process the payments for the contract items, the RE and its lead inspectors will continuously inspect the progress of the contract item work and perform quantity calculations for monthly partial payments. The quantity of each item will be field measured, if necessary, to prevent overpayment or underpayment. Each month, the RE will provide accurate calculations for all items of work completed and accepted to allow for progress payment. Additionally, we will review the Contractor's progress pay



estimate request and schedule of values for reasonableness and ease of monitoring, and will compare this information to the quantity records generated by our team. Upon completion of progress payment verification, the RE will provide the monthly progress payment recommendation as well as a Budget Report to the City for review and approval and payment.

Our Budget Report will include the status of any bid items which are materially over- or under- running the original project bid; evaluation of any cost variances or changes in cash flow; a summary of potential impacts not resolved at the time of reporting; and a thorough evaluation of the project cost to complete. Duties include:

- Review Contractor's initial schedule of values for reasonableness and ease of monitoring.
- Prepare monthly progress payment requests, negotiate differences over amount, and process payments through the City Project Manager.

3.4 Submittal Management

Our goal in submittal management is to achieve timely responses from all associated parties. If the contractor requires interpretations of the meaning and intent of the drawings or the specifications, we will assist with the resolution of questions. Our approach to properly managing the submittal process (including shop drawings) is to start early and stay ahead of the contractor. We will request that the Contractor provide a list of required submittals for our review, and will check these against our own expected submittal list developed in our constructibility analysis. We will also require submittals, and the appropriate review times, be shown on the Contractor's Baseline Schedule and Schedule Updates. Working with the City, our CM team will develop a distribution list to identify responsible parties for review and acceptance of submittals. In order that all submittals are tracked at every stage of the process, we will use a submittal log in our electronic document control system and manage the shop drawings and sample/submittal process, and will review the status of all submittals during the weekly progress meeting. In order to focus attention on the importance of submittals to the project, reviewing the status of submittals will be a standing agenda item discussed at each weekly jobsite meetings. Duties include:

- Receive, stamp, and log submittals, and review and approve/distribute for review as necessary.
- Monitor the review and return of submittals to Contractor.
- Develop a submittal distribution list to identify parties responsible for review and acceptance.

3.5 Requests for Information (RFI's)

Typical Requests for Information (RFI)/ Requests for Changes (RFC process starts with a request forwarded from the contractor, which TRC will review and determine if the CM team can provide an answer, within guidelines established by the City. In general terms, if there is no cost and/or schedule impact and no change to the permanent construction, we will answer and process the RFI and/ RFC and transmit a record of the request to the City. If the RFI or RFC has either cost or schedule impact, or a change in permanent construction, or an answer cannot be made at the project level, we will take the next step and transmit design related RFI's with a response due date to the designer and copy to the City. Upon receipt of an answer from the design team, we will verify that the question asked has been adequately answered, and if not, obtain additional information in order to provide a full and complete answer to the contractor. Responses to the RFIs will be forwarded expeditiously to the Contractor. In order to expedite efficiency, at each step along the way, the transmittal will be tracked in our electronic document control system. In addition, the review time will be monitored to avoid delay claims to the contract. Pending RFIs and RFCs will be a standing agenda item discussed at each weekly jobsite meetings.



Duties include:

- Receive, process, and monitor requests for information from Contractor.
- Prepare responses to RFI related to construction issues. Obtain Designer comments if required.
- Transmit design-related RFI's with a response due date to design engineer and copy City Project Manager.
- Conduct meetings with Contractor and other parties as needed to discuss and resolve RFI's.

3.6 Change Orders and Claims

Change Orders can be generated from a number of sources and reasons, including changes directed by the designer or the owner and field-originated changes arising from unforeseen site conditions. If Change Order is unavoidable, the TRC team will provide estimating and effective cost management by properly monitoring and tracking contract change orders. The RE will evaluate all proposed change orders to determine need, merit, and project impact. The team will provide cost estimates and schedule impacts, and a rationale for approval or rejection, and with the concurrence from the City, the RE will negotiate change orders with contractor from time to time and prepare change order documentation for approval in a timely manner and signature by the City. Duties include:

- Prepare change orders related to construction issues based on drawings, specifications, and other design information from design engineer and City Project Manager.
- Prepare recommendations to accompany change order documents and forward to City Project Manager for review and approval.
- Perform change order administration, including obtaining City approval of change order requests, issuing proposed change orders to Contractor, maintaining logs of proposed change orders, receiving change order quotations from Contractor, negotiating change order costs and time extension, processing final negotiated change orders, and incorporating approved change orders into progress payment breakdown.
- Perform quantity and cost analysis as required for negotiation of change orders in a timely manner.
- Analyze additional compensation claims that are submitted during the construction period and prepare responses.
- Perform claims administration, including coordinating and monitoring claims response preparation, logging claims, and tracking claims status.

Mehrdad will personally handle all Potential claims by:

- Tracking timely notice from the contractor of potential claims
- Coordinating and monitoring all potential claims
- Maintaining a separate project file for each potential claim – all information pertaining to each potential claim is filed in Category 62
- Writing thorough and accurate daily diaries with notations regarding delays, equipment and personnel on site, including idle time, production rates, field constructability problems, conversations, field agreements made and quantity of work performed
- Documenting the issue with photographs and/or videos
- Monitoring the contractor's schedule for durations and delays
- Proactive problem solving to minimize delays and negative impacts to the project
- Writing potential claim reports for any unresolved claims.
- If necessary, prepare position papers and present to the members of: City of Sacramento, City Board of Supervisors, DRB, Mediation, Arbitration, and Litigation.



3.7 Construction Observation / Inspection

The role of quality control inspection is much more than approving or rejecting work as it is completed. Our approach to quality assurance inspection, where we develop a trust with the contractor, whereby the contractor diligently works with our Resident Engineer and Inspectors, and the rest of the project team completes every task correctly and expeditiously the first time. Cooperative solutions that are developed during the course of the project improve quality and minimize rework. When we identify problems in the field, the contractor is notified immediately and solutions are developed in collaboration with the design team and the City, if necessary, before work progresses. Specific elements of Quality Assurance Inspection include:

- Provide continuous inspection to ensure that the contractors' work is in compliance with the contract documents and the designer's intent.
- Identifying actual and potential problems associated with the construction and providing solutions.
- Provide constant communication and timely notification to the City and local agency personnel, including UPRR, permit issuing agencies, other government agencies and property owners as required for relevant inspection elements.
- Maintain weekly photographic documentation of project (special, sensitive, potential claim and milestone work).
- Review contractor prepared Storm Water Pollution Prevention (SWPPP) and inspect and ensure that the work is in compliance with the approved SWPPP plan.
- Certify quantity calculations for progress pay estimates and changes.
- Resolve construction issues by proposing field changes to facilitate construction and avoid delays.
- Coordinate all design changes and change orders with the design team and the City.
- Maintain comprehensive and updated computerized Change Order Log, including anticipated changes to avoid construction rework in the field.
- Review of contractor submittals such as material submittals, mix designs, temporary work design, customized construction equipment design, trenching and shoring design, shop-drawings, certificates of compliance, progress payments, and extra work reports.

Inspection Reports and Records: The following is a list of inspection deliverables that will be provided and maintained in accordance with the City and Caltrans construction records and procedures:

- Monthly Reports (Progress Project Reports- Construction Contract Administration)
- Detailed Cost and Schedule Reports
- Weekly Statement of Working Days
- Resident Engineer Daily Diary
- Inspectors Daily Diary (Separate diaries for CCO work will be prepared)
- Change Orders/Claims Logs
- Submittals, RFIs. and RFCs Logs
- Job Photographs
- Action Items Report
- Non-Conformance Report (NCR)
- Safety and Quality Records



3.8 Quality Assurance Testing

Mehrdad or Joe (Assistant R.E) will schedule and coordinate quality assurance materials testing with Kleinfelder. Material tests will be performed at the frequencies designated in the Caltrans Construction Manual, Section 8, and results will be reviewed, logged and filed in category 37. Any failed tests are addressed and appropriate correction measures implemented by the contractor are documented.

Testing for each of the following phases of construction will include material compliance sampling and testing per project specifications and the Caltrans Local Assistance Procedures Manual (LAPM-Exhibit 16-R) "Frequency Tables." Duties will also include:

- Schedule and perform quality assurance materials testing to verify compliance of the work with the contract documents. Maintain testing records.
- Review test reports other than field samplings, as submitted by others to substantiate contract compliance.

TASK 4 – POST CONSTRUCTION SERVICES

4.1 Punch List/ As-built

In this final phase, the TRC team will perform the following key activities to ensure that the construction is completed in compliance to the contract documents:

- Develop "Punch List" items with anticipated completion days to be completed.
- If the contractor's work or a designated portion thereof, is incomplete or noncompliant, TRC will compile a list of incomplete or unsatisfactory items. TRC will conduct final inspections and coordinate the correction and completion of the work.
- Perform final job walk through with the contractor, the City, and the design team.
- Project "Acceptance" and Closeout in accordance with the Local Agency Procedures and Caltrans Construction Manual.
- Assist the City in reimbursement application for portions of the work from any external funding sources as needed.
- Provide Construction Claims Support Mediation/Litigation (if necessary)

4.2 Project Close-out

The specific project closeout documents will include the following:

- All records, maps, and plans maintained by TRC during construction.
- All approved shop drawings, submittals and manufacturers' literature maintained by TRC during the construction project.
- A complete set of annotated project progress photographs bound chronologically and videotapes taken before and during construction.
- Project "As-Built" plans.
- Providing Final Detail Estimate and "As-Built" Cost.
- The original set of all inspection reports, summaries, testing documents, meeting minutes, clarifications, schedules, correspondence and other documents related to the construction work as it was being installed.
- Preparing Final Project Completion Report.



- Prepare project close-out package.
- Final report of DBE utilization (if necessary).

TASK 5 – BIOLOGICAL SERVICES (optional)

If required by the City, TRC will monitor, inspect, and document various elements of construction activities prior to and during construction.

Scope of Services Notes:

1. Assume construction starts in March 2008 and complete by December 2008.
2. Used an average of 168 hours per month. Assumed work level of 5 days/week, 8 hours/day with no overtime. TRC and the City will review this note and budget upon acceptance of the Contractor's baseline schedule
3. See attached TRC cost proposal

TABLE 1
SUMMARY OF PROPOSED FEES
CONSTRUCTION MATERIALS TESTING SERVICES
WEST EL CAMINO AVENUE BRIDGE REPLACEMENT PROJECT OVER STEELHEAD CREEK
CITY OF SACRAMENTO
SACRAMENTO, CALIFORNIA

	Site Visits	Hours Per Visit	Quantity (Hrs./Test)	Rate	Cost	Subtotal
BRIDGE						
(CIDH Piles, Footings, Bridge Decks, and miscellaneous concrete placements)						
Field Technician (Field sampling and testing)	15	8	120	\$86.13	\$10,335.60	
Field Technician (Batch Plant Inspection)	5	2	10	\$86.13	\$861.30	
Field Technician (Concrete Cylinder Retrieval)	10	2	20	\$86.13	\$1,722.60	
LA Abrasion			10	\$155.00	\$1,550.00	
Sand Equivalent			10	\$95.00	\$950.00	
Cleanness Value			10	\$135.00	\$1,350.00	
Durability Index			10	\$250.00	\$2,500.00	
Sieve Analysis			10	\$95.00	\$950.00	
Concrete Compression Tests (ASTM C39)			15	\$96.00	\$1,440.00	
ESTIMATED SUBTOTAL						\$21,659.50
STRUCTURAL BACKFILL						
Field Technician Compaction Curve (ASTM D1557)	5	4	20	\$86.13	\$1,722.60	
			3	\$198.00	\$594.00	
ESTIMATED SUBTOTAL						\$2,316.60
LEVEE CONSTRUCTION						
Field Technician (Field sampling and testing)	10	8	80	\$86.13	\$6,890.40	
Sieve Analysis			5	\$155.00	\$775.00	
Plasticity Index			5	\$95.00	\$475.00	
Compaction Curve (ASTM D1557)			5	\$198.00	\$990.00	
ESTIMATED SUBTOTAL						\$9,130.40
UTILITY TRENCH BACKFILL						
Field Technician Compaction Curve (ASTM D1557)	5	4	20	\$86.13	\$1,722.60	
			2	\$198.00	\$396.00	
ESTIMATED SUBTOTAL						\$2,118.60
ROADWAY SUBGRADE						

**TABLE 1
SUMMARY OF PROPOSED FEES
CONSTRUCTION MATERIALS TESTING SERVICES
WEST EL CAMINO AVENUE BRIDGE REPLACEMENT PROJECT OVER STEELHEAD CREEK
CITY OF SACRAMENTO
SACRAMENTO, CALIFORNIA**

	Site Visits	Hours Per Visit	Quantity (Hrs./Test)	Rate	Cost	Subtotal
Field Technician	10	4	40	\$86.13	\$3,445.20	
Geotechnical Engineer (Senior Professional)			10	\$182.00	\$1,820.00	
Compaction Curve (ASTM D1557)			3	\$198.00	\$594.00	
ESTIMATED SUBTOTAL						\$5,859.20
AGGREGATE BASE						
Field Technician	5	4	20	\$86.13	\$1,722.60	
Compaction Curve			2	\$198.00	\$396.00	
ESTIMATED SUBTOTAL						\$2,118.60
ASPHALT CONCRETE						
Field Technician	5	8	40	\$86.13	\$3,445.20	
Maximum Density, Cal 375			5	\$250.00	\$1,250.00	
Extraction, % bitumen with sieve analysis			5	\$240.00	\$1,200.00	
Stabilometer Values			5	\$140.00	\$700.00	
Rice Specific Gravity			2	\$130.00	\$260.00	
ESTIMATED SUBTOTAL						\$6,855.20
PROJECT ADMINISTRATION						
Project Oversight, Equipment and Vehicle Mileage (Vehicle Mileage Charge = 0.75 / mile)					\$3,500.00	
ESTIMATED SUBTOTAL						\$3,500.00
TOTAL ESTIMATED FEE						\$53,558.10

West El Camino Avenue Bridge Project
City of Sacramento

DIRECT LABOR							
	effective dates	Name	Range	Hours	Initial Hourly Rate	Total	
Inspector/Office Engineer	5/1/07-remainder of project	Richard Rader	All	370	@ \$26.62	\$9,849.40	
Geotechnical Engineer	5/1/07-remainder of project	Tim Williams		10	56.22	\$562.20	
			Total Hours	380			
					Subtotal Direct Labor Costs	\$10,411.60	
					Anticipated Salary Increases	\$0.00 (shown above)	
					Total Direct Labor Costs	\$10,411.60	
INDIRECT COSTS						Rate	Total
Fringe Benefits					50.80%	\$5,289.23	
Overhead & General Admin					143.35%	\$14,924.72	
					Total Labor Costs	\$30,625.55	
OTHER COSTS							
Compaction Curve (ASTM D1557)						\$2,970.00	
Concrete Compression Tests (Sets of 4)						\$1,440.00	
LA Abrasion						\$1,550.00	
Sand Equivalent						\$950.00	
Cleanness Value						\$1,350.00	
Durability Index						\$2,500.00	
Sieve Analysis						\$1,725.00	
Plasticity Index						\$475.00	
Maximum Density						\$1,250.00	
Extraction, % Bitumen w/ Sieve Analysis						\$1,200.00	
Stabilometer Values						\$700.00	
Rice Specific Gravity						\$260.00	
Project Management, Reports, Equipment, Vehicle Mileage						\$3,500.00	
Other Direct Costs							
					Total Other Costs	\$19,870.00	
FEE (%) LABOR ONLY		10.00%				\$3,062.55	
					SUBTOTAL KLEINFELDER	\$53,558.10	
SUBCONSULTANT COSTS							
						\$0.00	
						\$0.00	
						\$0.00	
						\$0.00	
						\$0.00	
					Total Subconsultant Costs	\$0.00	
					TOTAL COST	\$53,558.10	

2007 GEOTECHNICAL/MATERIALS TESTING EQUIPMENT CHARGES

MATERIALS TESTING EQUIPMENT

Skidmore Wilhelm Bolt Tension Calibrator.....		\$ 55.00 / day
Torque Wrench.....		\$ 49.50 / day
Schmidt Hammer.....		\$ 55.00 / day
R Meter (Pachometer).....		\$ 77.00 / day
Windsor Probe.....		\$ 27.50 / shot
Anchor Bolt Testing Device.....		\$154.00/ day
Concrete Vapor Transmission Test Kit.....	F1869	\$ 33.00 / kit
Thin Lift Nuclear Asphalt Gauge.....		\$110.00/ day
Nuclear Asphalt Content Gauge.....		\$110.00/ day
Coring Machine with Generator.....		\$165.00/ day
Floor Flatness Testing Device.....		\$110.00/ day

Diamond Bit Core Barrel Charge

2" Diameter.....		\$ 2.20 / inch
3" Diameter.....		\$ 3.30 / inch
4" Diameter.....		\$ 4.40 / inch
6" Diameter.....		\$ 6.60 / inch
8" Diameter.....		\$ 8.80 / inch
Minimum bit charge-6" per job		

SOIL AND AGGREGATE TESTS

COMPACTION CURVES

Standard 4" Mold.....	D-698 Method A	\$198.00/ each
Standard 6" Mold.....	D-698 Method B, C	\$215.00/ each
Modified, 4" Mold.....	D-1557 Method A	\$198.00/ each
Modified, 6" Mold.....	D-1557 Method B, C	\$215.00/ each
California Impact, Dry Method.....	CAL-216-F	\$215.00/ each
California Impact, Wet Method.....	CAL-216	\$171.00/ each
Check Point.....		\$110.00/ each
Relative Density (Maximum and Minimum).....	D-4253 & 4254	\$325.00/ set

SOIL AND AGGREGATE STABILITY

R-Value, Untreated Material or field Sample.....	D-2844, CAL-301	\$264.00/ each
R-Value, Reproportioned or Chemically -Treated.....	D-2844, CAL-301	\$314.00/ each
Correction for oversized material in sample.....	D-2844, CAL-301	\$ 71.50 / each
C.B.R. 100% Compaction (Includes compaction curve).....	D-1883	\$583.00/ each
C.B.R. Other Compaction Effort (Includes compaction curve).....	D-1883	\$770.00/ each
Soil Cement, C.T.B., Mix Design.....		On Request
Lime-Treated Compression Test (Includes Opt. Moist. Determ.) Set of 3.....	CAL-373	\$935.00/ each
Check Point.....	CAL-373	\$330.00/ each

SOIL AND AGGREGATE TESTS (Cont.)

BASIC SOIL AND AGGREGATE PROPERTIES

Sieve Analysis, Coarse and Fine Including Wash	C-136, D-422, CAL-202	\$138.00/ each
Sieve Analysis, Coarse (Retained on No. 4 Sieve)	C-136, CAL-202	\$ 83.00 / each
Sieve Analysis, Fine Including Wash (Passing No. 4 Sieve)	C-136, CAL-202	\$116.00/ each
Sieve Analysis, Wash (% Finer than No. 200 Sieve).....	C-117, D-1140	\$ 83.00 / each
Hydrometer (Without Sieve Analysis)	D-422, CAL-203	\$165.00/ each
Hydrometer (Including Sieve Analysis)	D-422, CAL-203	\$253.00/ each
Specific Gravity.....	C-127, C-128, D-854	\$ 94.00 / each
Sand Equivalent, Average of 3	D-2419, CAL-217	\$105.00/ each
Sand Equivalent, One Point Method		\$ 77.00 / each
Plasticity Index.....	D-4318, CAL-204	\$165.00/ each
Liquid Limit	D-4318, CAL-204	\$110.00/ each
Expansion Index Test	D-4829, UBC 18-2	\$165.00/ each
Swell Pressure, Per Point	D-4546	\$110.00/ each
Moisture Determination and Unit Weight	D-2216, D-2937, D-4643	\$ 49.50 / each
Moisture Determination Only.....	D-2216, D-4643, CAL-226	\$ 22.00 / each
pH Test, Lime Treated Soils	C-977	\$132.00/ each
Organic Content-Soils.....	D-2974	\$ 99.00 / each
Pinhole Test for Dispersive Soils	D-4647	\$275.00/ each

HYDRAULIC CONDUCTIVITY

Flexible Wall, Falling Head	D-5084, EM 1110-2-1906	\$358.00/ each
Rigid Wall Permeability of Undisturbed Sample, up to No. 4 Sieve Size.....		\$181.50/ each
Rigid Wall, Constant Head, Gravel	D-5856	\$181.50/ each

SAMPLE PREPARATION

Trimming		\$ 54.00 / each
Remolding		\$ 71.50 / each
Splitting.....		\$ 27.50 / each
Mixing and Processing.....		\$ 71.50 / hour

SHEAR STRENGTH AND CONSOLIDATION TESTS

Unconfined Compression, Including Moisture Content & Unit Weight...	D-2166	\$116.00/ each
Triaxial Compression Test		
Quick Per Point.....		\$137.00/ point
UU Saturated	D-2850	\$237.00/ point
CD Saturated	EM-1110-2-1906	\$358.00/ point
CU Saturated	D-4767	\$286.00/ point
CU Saturated with Pore Water Pressure.....	D-4767	\$413.00/ point
Direct Shear (Quick) Per Point (Dry).....	D-3080	\$121.00/ each
Consolidation, With Two Time Rates.....	D-2435	\$402.00/ test
Consolidation, Without Time Rate, Six Load Increments	D-2435	\$314.00/ test
Collapse Potential.....	D-5333	\$116.00/ each

Note: Special testing procedures that deviate from standard will be charged on a time and expense basis.

SOIL AND AGGREGATE TESTS (Continued)

AGGREGATE QUALITY

Injurious Organic Matter	C-40	\$ 60.00 / each
Absorption, Gravel	C-127, CAL-206	\$ 60.00 / each
Absorption, Sand	C-128, CAL-207	\$ 99.00 / each
Unit Weight, Average of 3.....	C-29, CAL-212	\$ 71.50 / test
Los Angeles Abrasion Test-500 Revolutions.....	C-131, CAL-211	\$171.00/ each
Los Angeles Abrasion Test-1,000 Revolutions.....	C-535, CAL-211	\$220.00/ each
Sulfate Soundness (5 Cycles) Per Sieve Size.....	C-88, CAL-214	\$ 99.00 / each
Mortar Making Properties of Sand	C-87, CAL-515	\$550.00/ each
Potential Reactivity Test	C-289	On Request
Cleanness Test (Referee Test).....	CAL-227	\$149.00/ each
Crushed Particles per sieve size.....	D-693, CAL-205	\$110.00/ each
Flat and Elongated Particles per sieve size.....	D-4791, CE-119, CE-120	\$110.00/ each
Clay Lumps and Friable Particles	C-142	\$110.00/ each
Lightweight Pieces in Aggregate.....	C-123	\$330.00/ each
Durability, Fine.....	D-3744, CAL-229	\$110.00/ each
Durability, Coarse	D-3744, CAL-229	\$182.00/ each
Durability Index, Coarse and Fine.....	D-3744, CAL-229	\$275.00/ test

CONCRETE

Concrete Mix Design Review		\$209.00/ each
Laboratory Trial Batch, Including Compression Testing of Six Specimens.....		\$594.00/ each
Concrete Cylinder Cured and/or Compression Tested.....	C-39, CAL-521	\$ 26.40 / each
Compression Test, Lightweight Insulating Concrete	C-495	\$ 55.00 / each
Unit Weight of Concrete Cylinders.....	C-138	\$ 55.00 / each
Flexural Strength, Concrete Beam.....	C-78, C-293, CAL-523	\$105.00/ each
Compression Test, Gunitite/Shotcrete Panel, Set of 6 Cores	C-1140	\$253.00/ set
Compression Test on Cored Specimens (Includes End Preparation)	C-42	\$ 60.00 / each*
Cylinder Molds		\$ 3.00 / each
Drying Shrinkage Test, set of 3.....	C-157	\$440.00/ each
Splitting Tensile Strength.....	C-496	\$ 77.00 / each
Cement Content of Hardened Concrete.....	C-85	On Request
Density of Spray Applied Fireproofing.....	E-605	\$ 71.50 / each
Unit Weight of Lightweight Concrete.....	C-567	\$ 71.50 / each
Mortar Bar Expansion (Short-Term Expansion, 0-14 days).....	C-1260	\$1045.00/ each
Mortar Bar Expansion (Long-Term Expansion, more than 14 days).....	C-227	On Request

* Does not include coring

MASONRY

Grout or Mortar Specimen

Cured and/or Compression Tested

.....C-109, C-579, C-942, C-1019, UBC 21-16, UBC 21-18	\$ 26.40 / each
Compression Test, Masonry Units.....C140	\$ 60.00 / each
Compression Test, 8 x 8 x 16 Prisms or smaller..... E-447, UBC 21-17	\$ 99.00 / each
Compression Test, 10 x 8 x 16 Prisms or smaller..... E-447, UBC 21-17	\$110.00/ each
Compression Test, 12 x 8 x 16 Prisms or smaller..... E-447, UBC 21-17	\$121.00/ each
Absorption and Received Moisture, Masonry Unit..... C-140	\$ 71.50 / each
Lineal Shrinkage, Masonry Units..... C-426	\$165.00/ each
Compression Strength, Brick..... C-67	\$ 60.00 / each
Modulus of Rupture, Brick..... C-67	\$ 71.50 / each
Absorption Test, Brick, 5-Hour with Coefficient..... C-67	\$110.00/ each
Shear Test on Masonry or Brick Cores..... CAL-644	\$ 55.00 / each
Grout or Mortar Mold.....	\$ 3.00 / each
Breaking Load, Roof Tile.....UBC 15-5	\$ 44.00 / each
Absorption, Roof Tile.....UBC 15-5	\$ 71.50 / each
Permeability, Roof Tile.....	\$121.00/ each

ASPHALT

Centrifuge Kerosene Equivalent..... CAL-303	\$237.00/ each
Extraction, % Bitumen..... D-1856, D-2172, CAL-310, CAL-362	\$154.00/ each
Extraction, % Bitumen, with Gradation.....	\$264.00/ each
Film Stripping..... CAL-302	\$116.00/ each
Stabilometer Test and Mixing of Sample.....D-1560, CAL-366	\$275.00/ each
Stabilometer Test on Premixed Sample.....D-1560, CAL-366	\$154.00/ each
Swell..... CAL-305	\$127.00/ each
Complete Design of Wearing Surface for a Given Asphalt and Aggregate, Hveem or Marshall Method.....	On Request
Marshall Stability and Flow-Set of 3 (Without Mixing)..... D-1559	\$352.00/ set
Marshall Stability and Flow-Set of 3 (Lab Mixed)..... D-1559	\$451.00/ set
Unit Weight of Core or Compacted Sample..... D-1188, D-2726, CAL-308	\$ 49.50 / each
Maximum Density of Mix by Marshall Method, Set of 3 (Without Mixing).....	\$204.00/ set
Maximum Density of Mix by Hveem Method, Set of 5 (Without Mixing)D-1561, CAL-304	\$275.00/ set
Maximum Theoretical Specific Gravity (Rice Method).....D-2041, CAL-309	\$143.00/ each
TSR..... D-4867	\$1,246.00/ each

METALS

Tensile, up to 0.5 sq. in. Cross Sectional Area A-36, A-500, A-570, A-572, A-615, A-706	\$ 71.50 / each*
Tensile, 0.5 to 1.8 sq. in. Cross Sectional Area A-36, A-500, A-570, A-572, A-615, A-706	\$ 83.00 / each*
Tensile, > 1.8 sq. in. Cross Sectional Area A-36, A-500, A-570, A-572, A-615, A-706	\$ 99.00 / each*
Bend Test A-370, A-709	\$ 38.50 / each*
Tensile and Bend, up to 0.5 sq. in. Cross Sectional Area	\$ 88.00 / each*
Tensile and Bend, 0.5 to 1.8 sq. in.	\$ 99.00 / each*
Tensile and Bend, > 1.8 sq. in. Cross Sectional Area	On Request
505 Tensile A-370, A-709	\$ 88.00 / each*
Rebar Coupler, Slippage Test, Including Ultimate Tensile Strength A-370, CTM-670	\$127.00/ each
Rebar Coupler, Ultimate Strength, Tensile Only A-370, CTM-670	\$ 77.00 / each
Rebar Splice Test (Ultimate), Tensile (sample or control bar). A-370, CTM-670	\$ 77.00 / each
P.T. Standard Tensile Strength..... A-421	\$143.00/ each
High-Strength Rod Tensile, to 2.25" Diameter A-354, A-615, A-722	\$ 77.00 / each
High-Strength Rod Tensile, greater than 2.25" Diameter .. A-354, A-615, A-722	\$138.00/ each
Charpy V-Notch Impact, Set of 3 A-673	\$176.00/ each*
Epoxy-Coated Rebar and Wire, Bend Test..... A-775, A-884, A-934	\$ 22.00 / each
Epoxy-Coated Rebar and Wire, Holiday Test A-775, A-884, A-934	\$ 22.00 / each
Epoxy-Coated Rebar and Wire, Thickness of Coating A-775, A-884, A-934	\$ 22.00 / each
Rockwell Hardness (Per Piece) A-307, A-325, A-449, A-563, E-18, F-844	\$ 49.50 / each
Rockwell Hardness, Bolt Assembly (Set of 3 Pieces, i.e. 1 Bolt, 1 Nut, 1 Washer) A-307, A-325, A-449, A-563, E-18, F-844	\$121.00/ each
Dimension Verification (Bolt, Nut, Washer, or P.T. Strand) A-307, A-325, A-449, A-563, F-436, F-844	\$ 49.50 / each
Proof Load (Bolt, Nut, or High-Strength Rod) A-307, A-325, A-449, A-563, F-606	\$ 49.50 / each
Bolt Thread Pitch Verification..... A-307, A-325, A-449, A-563, F-606	\$ 49.50 / each
Bolt Wedge Tensile A-307, A-325, A-449, A-563, F-606	\$ 49.50 / each
Thickness of Coating (Per Piece) E-376	\$ 49.50 / each
Weight of Coating A-90	\$110.00/ each

WELDING QUALIFICATIONS-STRUCTURAL STEEL (PHYSICAL TEST METHOD-ASME, AWS, API, TITLE 21)

Operator Performance and Procedure Tests	On Request
Machining and Material Costs.....	At Cost +20%
Guided Bend Test, face or root.....	\$ 38.50 / each*
Side Bend Test.....	\$ 38.50 / each*
Free Bend Test.....	\$ 38.50 / each*
Tensile Test (reduced section).....	\$ 71.50 / each*
Macroetch Test.....	\$110.00/ each
Fracture Test.....	\$ 38.50 / each*
T Bend Test.....	\$ 38.50 / each*
Notch Test.....	\$ 38.50 / each*
Qualification tests also available by X-ray procedures	On Request

* Does not include machining costs, if required.

ROOFING TESTS

Standard Quantitative Analysis (Weight of Bitumen, Ply Structure Diagram)	\$220.00/ each
Standard Quantitative Analysis With Gravel (Includes Weight of Gravel)	\$275.00/ each
Quantitative Analysis D-2829	\$385.00/ each
Quantitative Analysis (New Roofs)..... D-3617	\$275.00/ each
Unit Weight of Surfacing	\$ 99.00 / each
Unit Weight of Sample	\$ 88.00 / each
Diagram of Sample	\$110.00/ each
Void Analysis	\$110.00/ each
Ply Type Identification.....	\$ 83.00 / each
Mat Type Identification.....	\$ 83.00 / each
Bitumen Sample Recovery.....	\$334.00/ each
Compliance Report	On Request
Roof Moisture Survey	On Request
Bitumen Content of Adhered Aggregate D-4074	\$110.00 / each

OTHER EQUIPMENT CHARGES

VEHICLES

Vehicle, 2 Wheel Drive	\$ 9.65 / hour
Vehicle, 4 Wheel Drive	\$ 18.15 / hour
Mileage, 2 Wheel Drive	\$.75 / mile
Mileage, 4 Wheel Drive	\$ 1.50 / mile
Vehicle Equipped with Standard Field Testing Equipment	\$ 18.15 / hour
Vehicle Equipped with Nuclear Density Testing Equipment	\$ 23.95 / hour
Vehicle Equipped with Ultrasonic, Magnetic Particle, and Dye Penetrant Testing Equipment	\$ 23.95 / hour

EXHIBIT B

PROFESSIONAL SERVICES AGREEMENT FOR CONSTRUCTION-RELATED SERVICES

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 **FIVE HUNDRED FORTY NINE THOUSAND NINE HUNDRED FORTY TWO DOLLARS EIGHTY EIGHT CENTS (\$549,942.88)**.
2. **Billable Rates.** CONTRACTOR shall be paid for the performance of Services on an hourly rate 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, said payments to be made 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 Name
 - (2) Description of services billed under this invoice, and overall status of project
 - (3) Date of Invoice Issuance
 - (4) Sequential Invoice Number
 - (5) CITY's Purchase Order Number
 - (6) Total Contract Amount
 - (7) Amount of this Invoice (Itemize all Reimbursable Expenses)
 - (8) Total Billed to Date
 - (9) Total Remaining on Contract
 - (10) Updated project schedule. This shall identify those steps that shall be taken to bring the project back on schedule if it is behind schedule.
 - 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 below.

D. Requests for payment shall be sent to:

*Ricky Chuck, Senior Engineer
Engineering Services Division
915 I St, Room 2000
Sacramento, CA 95814*

Phone: (916) 808-5050/Fax: (916) 808-8281/E-mail: jblank@cityofsacramento.org

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 such 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 contractors to perform said 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 such 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 such 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.

West El Camino Avenue Bridge over Natomas East Main Drain Canal Replacement Project
 Federal Aid Project No.: BRLS-5002(098), City Project No.: PN.TZ71

							CONSULTANT COST PROPOSAL
Contract No.							Date: October 16, 2007
Consultant: TRC							
							
DIRECT LABOR							
	effective dates	Name	Range	Hours		Initial Hourly Rate	Total
Resident Engineer	1/1/08-3/1/09	Mehrdad Varzandeh, P.E.	Project Manager/RE	1146	@	\$63.25	\$72,484.50
Assistant Resident Engineer	1/1/08-3/1/09	Joe Reyes, P.E.	Assistant RE	2166	@	\$53.50	\$115,881.00
Admin Assistant	1/1/08-3/1/09	Theresa Bautsita	Admin	120	@	\$25.00	\$3,000.00
			Total Hours	3432			
						Subtotal Direct Labor Costs	\$191,365.50
						Anticipated Salary Increases	(shown above)
						Total Direct Labor Costs	\$191,365.50
INDIRECT COSTS							
						Rate	Total
Fringe Benefits						43.00%	\$82,287.17
Overhead						92.81%	\$177,606.32
General and Administrative						0.00%	\$0.00
						Total Indirect Costs	\$259,893.49
OTHER COSTS							
Vehicle Usage (Pick-Up Truck)							\$0.00
Cell Phones							\$0.00
Cameras (2 Digital)							\$0.00
Other Direct Costs							\$0.00
						Total Other Costs	\$0.00
FEE (%)		10.00%					\$45,125.90
						SUBTOTAL TRC	\$496,384.88
SUBCONSULTANT COSTS							
Kleinfelder							\$53,558.00
						Total Subconsultant Costs	\$53,558.00
						TOTAL COST	\$549,942.88

EXHIBIT D

PROFESSIONAL SERVICES AGREEMENT FOR CONSTRUCTION-RELATED SERVICES

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, photostatting, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. CONTRACTOR shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by CITY.
- B. CONTRACTOR shall fully defend, indemnify and hold harmless CITY, its officers and employees, and each 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 actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, costs 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 "Liabilities"), including but not limited to Liabilities arising from personal injury or death, damage to personal, real or intellectual property or the environment, contractual or other economic damages, or regulatory penalties, arising out of or in any way connected with performance of or failure to perform this Agreement by CONTRACTOR, any sub-consultant, subcontractor or agent, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, whether or not (i) such Liabilities are caused in part by a party indemnified hereunder or (ii) such Liabilities 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.

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, 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 on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide coverage for owned, non-owned and/or hired autos as appropriate to the operations of the CONTRACTOR.

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) Workers’ Compensation Insurance with statutory limits, and Employers’ Liability Insurance with limits of not less than one million dollars (\$1,000,000). The Worker’s Compensation policy shall include a waiver of subrogation for contracts involving construction or maintenance, or if required by the CITY by selecting the option below:

_____ Workers’ Compensation waiver of subrogation in favor of the City is required for all work performed by the CONTRACTOR.

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)

- (4) 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 if required by the CITY under Exhibit A, Section 2.

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, products and completed operations of CONTRACTOR, and premises owned, leased or used by CONTRACTOR. The general liability additional insured endorsement must be signed by an authorized representative of the insurance carrier for contracts involving construction or maintenance, or if required by the CITY by selecting the option below:

_____ Additional insured endorsement must be signed by an authorized representative of the insurance carrier.

If the policy includes a blanket additional insured endorsement or contractual additional insured coverage, the above signature requirement may be fulfilled by submitting that document with a signed declaration page referencing the blanket endorsement or policy form.

- (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 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:V. 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 Risk Management Division 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) 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 and/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 who 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.

EXHIBIT E

REQUIREMENTS OF THE NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

INTRODUCTION

The Sacramento Non-Discrimination In Employee Benefits Code (the "Ordinance"), codified as Sacramento City Code Chapter 3.54, prohibits City contractors from discriminating in the provision of employee benefits between employees with spouses and employees with domestic partners, and between the spouses and domestic partners of employees.

APPLICATION

The provisions of the Ordinance apply to any contract or agreement (as defined below), between a Contractor and the City of Sacramento, in an amount exceeding \$25,000.00. The Ordinance applies to that portion of a contractor's operations that occur: (i) within the City of Sacramento; (ii) on real property outside the City of Sacramento if the property is owned by the City or if the City has a right to occupy the property; or (iii) at any location where a significant amount of work related to a City contract is being performed.

The Ordinance does not apply: to subcontractors or subcontracts of any Contractor or contractors; to transactions entered into pursuant to cooperative purchasing agreements approved by the Sacramento City Council; to legal contracts of other governmental jurisdictions or public agencies without separate competitive bidding by the City; where the requirements of the ordinance will violate or are inconsistent with the terms or conditions of a grant, subvention or agreement with a public agency or the instructions of an authorized representative of any such agency with respect to any such grant, subvention or agreement; to permits for excavation or street construction; or to agreements for the use of City right-of-way where a contracting utility has the power of eminent domain.

DEFINITIONS

As set forth in the Ordinance, the following definitions apply:

"Contract" means an agreement for public works or improvements to be performed, or for goods or services to be purchased or grants to be provided, at the expense of the City or to be paid out of moneys deposited in the treasury or out of the trust money under the control or collected by the City. "Contract" also means a written agreement for the exclusive use ("exclusive use" means the right to use or occupy real property to the exclusion of others, other than the right reserved by the fee owner) or occupancy of real property for a term exceeding 29 days in any calendar year, whether by singular or cumulative instrument, (i) for the operation or use by others of real property owned or controlled by the City for the operation of a business, social, or other establishment or organization, including leases, concessions, franchises and easements, or (ii) for the City's use or occupancy of real property owned by others, including leases, concessions, franchises and easements.

"Contract" shall not include: a revocable at-will use or encroachment permit for the use of or encroachment on City property regardless of the ultimate duration of such permit; excavation, street construction or street use permits; agreements for the use of City right-of-way where a contracting utility has the power of eminent domain; or agreements governing the use of City property that constitute a public forum for activities that are primarily for the purpose of espousing or advocating causes or ideas

and that are generally protected by the First Amendment to the United States Constitution or that are primarily recreational in nature.

“Contractor” means any person or persons, firm partnership or corporation, company, or combination thereof, that enters into a Contract with the City. “Contractor” does not include a public entity.

“Domestic Partner” means any person who has a currently registered domestic partnership with a governmental entity pursuant to state or local law authorizing the registration.

“Employee Benefits” means bereavement leave; disability, life, and other types of insurance; family medical leave; health benefits; membership or membership discounts; moving expenses; pension and retirement benefits; vacation; travel benefits; and any other benefit given to employees. “Employee benefits” shall not include benefits to the extent that the application of the requirements of this chapter to such benefits may be preempted by federal or state.

CONTRACTOR’S OBLIGATION TO PROVIDE THE CITY WITH DOCUMENTATION AND INFORMATION

Contractor shall provide the City with documentation and information verifying its compliance with the requirements of the Ordinance within ten (10) days of receipt of a request from the City. Contractors shall keep accurate payroll records, showing, for each City Contract, the employee’s name, address, Social Security number, work classification, straight time pay rate, overtime pay rate, overtime hours worked, status and exemptions, and benefits for each day and pay period that the employee works on the City Contract. Each request for payroll records shall be accompanied by an affidavit to be completed and returned by the Contractor, as stated, attesting that the information contained in the payroll records is true and correct, and that the Contractor has complied with the requirements of the Ordinance. A violation of the Ordinance or noncompliance with the requirements of the Ordinance shall constitute a breach of contract.

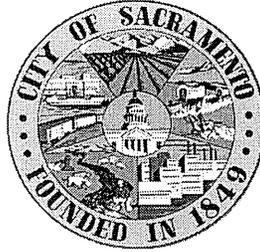
EMPLOYER COMPLIANCE CERTIFICATE AND NOTICE REQUIREMENTS

(a) All contractors seeking a Contract subject to the Ordinance shall submit a completed Declaration of Compliance Form, signed by an authorized representative, with each proposal, bid or application. The Declaration of Compliance shall be made a part of the executed contract, and will be made available for public inspection and copying during regular business hours.

(b) The Contractor shall give each existing employee working directing on a City contract, and (at the time of hire), each new employee, a copy of the notification provided as Attachment “A.”

(c) Contractor shall post, in a place visible to all employees, a copy of the notice provided as Attachment “B.”

Attachment A



YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

On (date), your employer (the "Employer") entered into a contract with the City of Sacramento (the "City") for (contract details), and as a condition of that contract, agreed to abide by the requirements of the City's Non-Discrimination In Employee Benefits Code (Sacramento City Code Section 3.54).

The Ordinance does not require the Employer to provide employee benefits. The Ordinance does require that if certain employee benefits are provided by the Employer, that those benefits be provided without discrimination between employees with spouses and employees with domestic partners, and without discrimination between the spouse or domestic partner of employees.

The Ordinance covers any employee working on the specific contract referenced above, but only for the period of time while those employees are actually working on this specific contract.

The included employee benefits are:

- Bereavement leave
- Disability, life and other types of insurance
- Family medical leave
- Health benefits
- Membership or membership discounts
- Moving expenses
- Pension and retirement benefits
- Vacation
- Travel benefits
- Any other benefits given to employees

(Employee Benefits does not include benefits that may be preempted by federal or state law.)

If you feel you have been discriminated or retaliated against by your employer in the terms and conditions of your application for employment, or in your employment, or in the application of these employee benefits, because of your status as an applicant or as an employee protected by the Ordinance, or because you reported a violation of the Ordinance, and after having exhausted all remedies with your employer,

You May . . .

- Submit a written complaint to the City of Sacramento, Contract Services Unit, containing the details of the alleged violation. The address is:

City of Sacramento
Contract Services Unit
915 I St, 2nd Floor
Sacramento, CA 95814-2714

- Bring an action in the appropriate division of the Superior Court of the State of California against the Employer and obtain the following remedies:
 - Reinstatement, injunctive relief, compensatory damages and punitive damages
 - Reasonable attorney's fees and costs

Attachment B



YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

If your employer provides employee benefits, they must be provided to those employees working on a City of Sacramento contract without discriminating between employees with spouses and employees with domestic partners.

The included employee benefits are:

- Bereavement leave
- Disability, life and other types of insurance
- Family medical leave
- Health benefits
- Membership or membership discounts
- Moving expenses
- Pension and retirement benefits
- Vacation
- Travel benefits
- Any other benefits given to employees

If you feel you have been discriminated against by your employer . . .

You May . . .

- Submit a written complaint to the City of Sacramento, Contract Services Unit, containing the details of the alleged violation. The address is:

City of Sacramento
Contract Services Unit
915 I St, 2nd Floor
Sacramento, CA 95814-2714
- Bring an action in the appropriate division of the Superior Court of the State of California against the employer and obtain reinstatement, injunctive relief, compensatory damages, punitive damages and reasonable attorney's fees and costs.

Discrimination and Retaliation Prohibited.

If you feel you have been discriminated or retaliated against by your employer in the terms and conditions of your application for employment, or in your employment, because of your status as an applicant or as an employee protected by the Ordinance, or because you reported a violation of this Ordinance . . .

You May Also . . .

Submit a written complaint to the City of Sacramento, Contract Services Unit, at the same address, containing the details of the alleged violation.