



City of Sacramento City Council

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915 I Street, Sacramento, CA, 95814
www.CityofSacramento.org

Meeting Date: 12/6/2011

Report Type: Consent

Title: Contract Amendments: Sacramento Valley Depot Retrofit

Report ID: 2011-00991

Location: 401 I Street ,District 3

Recommendation: Adopt a Resolution: 1) authorizing the City Manager or the City Manager's designee to execute deductive Change Order #1 to City Agreement No. 2011-1149 with Diede Construction, Inc. in the amount of (\$145,216); 2) authorizing the City Manager or the City Manager's designee to execute Supplemental Agreement #4 to City Agreement No. 2009-0262 with DCM Group in an amount not to exceed \$28,000; 3) resetting the City Manager's supplemental agreement authority for City Agreement No. 2009-0262; 4) authorizing the City Manager or the City Manager's designee to execute Supplemental Agreement #9 to City Agreement No. 2009-0452 with Simpson, Gumpertz & Heger in an amount not to exceed \$2,000; 5) resetting the City Manager's Supplemental Agreement Authority for City Agreement No. 2009-0452; and 6) authorizing the City Manager or the City Manager's designee to execute a professional services agreement with The RMA Group in an amount not to exceed \$152,769.

Contact: Hinda Chandler, Senior Architect (916)808-8422, Department of Transportation; Yadi Kavakebi, Facilities Superintendent, (916)808-8432, Department of General Services

Presenter: None

Department: Transportation Department / Department of General Services, Facilities & Real Property Management

Division: Planning & Policy

Dept ID: 15001041

Attachments:

- 1-Description/Analysis
- 2-Background
- 3-Resolution
- 4-Exhibit A-Change Order-Diede Construction
- 5-Exhibit B-Supplemental Agreement-DCM Group
- 6-Exhibit C-Supplemental Agreement- Simpson Gumpertz & Heger
- 7-Exhibit D-Professional Services Agreement – RMA Group

City Attorney Review

Approved as to Form
Jerry Hicks
11/30/2011 10:33:52 AM

City Treasurer Review

Reviewed for Impact on Cash and Debt
Russell Fehr
11/22/2011 6:20:00 PM

Approvals/Acknowledgements

Department Director or Designee: Jerry Way - 11/29/2011 5:35:36 PM



Description/Analysis:

Issue: On September 13, 2011, the City Council awarded a construction contract on the Sacramento Valley Depot Retrofit to Diede Construction, Inc. In order to maintain construction cost within the overall project budget it is necessary to reduce the project scope. The contractor has worked with staff and the design team to identify scope reductions totaling \$145,216. The scope reductions will not affect the overall goal of the structural retrofit, and they will allow the project to be completed within the overall project budget.

The City has an existing labor compliance program approved by the State of California. Monitoring of labor compliance documentation was awarded to the DCM Group on March 19, 2009. The existing contract for the DCM Group has insufficient funds remaining to authorize their participation in the Sacramento Valley Depot Structural Retrofit project. In order to maintain commitment to the City Labor Compliance program, it will be necessary to execute Supplemental Agreement No. 4 to City Agreement No. 2009-0262 with DCM Group in the amount of \$28,000.

The Department of Transportation conducted an open RFQ solicitation for materials and testing firms to provide support services to City construction projects. The RMA Group is the next firm on the list of consulting firms qualified to provide materials testing and inspection services for the Sacramento Valley Depot. RMA has provided a fee proposal to complete the inspection and testing services consistent with the guidelines established in the original solicitation RFQ. Staff recommends the materials and testing agreement be awarded to the RMA Group for a cost not to exceed \$152,769.

In order to complete drawings, documentation and coordination necessary for the completion of the structural retrofit it is necessary to execute Supplemental Agreement No. 9 to City Agreement No. 2009-0452 with Simpson, Gumpertz & Heger for an amount not to exceed \$2,000.

Policy Considerations: The recommendations in this report are consistent with: 1) the City's Strategic Plan goals of improving sustainability, livability and provide better accessibility to public transportation; 2) City Code section 3.64.040(A)4. requiring City Council Approval of supplemental agreements in excess of eight percent (8%) of the original agreement price; and 3) City Code section 3.64.040(D) resetting the City Manger's authority to issue future supplemental agreements.

Committee/Commission Action: None

Environmental Considerations:

California Environmental Quality Act (CEQA): All work associated with the structural upgrade of the Intermodal Depot will be completed consistent with the Secretary of Interior's Standards for the treatment of

Historic Properties for Preserving, Rehabilitating, Restoring and Reconstruction of Historic Buildings. The work qualifies for a Categorical Exemption under Section 15331. A Notice of Exemption (NOE) was filed with Sacramento County Clerk on January 20, 2011.

National Historic Preservation Act (NHPA) Section 106/National Environmental Protection Act (NEPA) Review: In spring 2010, the project's Cultural Resources Report, prepared in compliance with NHPA Section 106, was completed and released for public review and comment. The report addressed modifications necessary to structurally stabilize the Sacramento Valley Station, improve facility accessibility and address Life Safety concerns. Public comments were received on April 7, 2010 during a meeting of the City's Preservation Commission. Comments and responses received from the public were incorporated in the final Cultural Resources Report and submitted to the California State Office of Historic Preservation (SHPO) for review and evaluation. On May 24, 2010 SHPO issued a formal review of the Cultural Resources Report to the Federal Transit Administration concurring that the proposed structural retrofit posed "No Adverse Effect". On June 7, 2010 the Federal Transit Administration determined that the "project qualifies as a categorical exclusion under 23 CFR Part 771.117(d)(9)" and therefore completed all the NEPA review requirements.

Sustainability Considerations: Completion of this project will contribute to achieving the City's Sustainability Master Plan goals by helping to reduce dependence on private automobiles, and working with community partners to provide efficient and accessible public transit and transit supportive land issues.

Rationale for Recommendation: Execution of Change Order #1 with Diede Construction is necessary to reduce construction cost and maintain completion of the work within the overall project budget.

Execution of Supplemental Agreement #4 with the DCM Group is necessary to provide the required Labor Compliance oversight required to maintain the City's labor compliance program.

Execution of the agreement with the RMA Group is necessary to provide building code mandated special inspections required for the project.

Execution of Supplemental Agreement No. 9 with Simpson, Gumpertz & Heger is necessary to complete design coordination and prepare for construction administration and monitoring necessary during the construction

Financial Considerations: The Sacramento Intermodal Transportation Facility project and its sub-CIPs have a total budget of \$152 million and an unobligated balance of \$25,859,147 as of November 4, 2011. Most of the unobligated funds can only be used for specific activities related to the Intermodal Facility and therefore most are not available to

use for purposed of the Depot Retrofit. Sufficient funds from the Historic Places Fund (Fund 2024) and Capital Grant Funds (Funds 3703 and 3704) are available in the Intermodal Depot Retrofit Project to authorize execution of: 1) Supplemental Agreement #4 with DCM Group; 2) Supplemental Agreement #9 with Simpson, Gumpertz & Heger; and 3) Materials and Testing Agreement with the RMA Group.

The deductive change order with Diede Construction, Inc. is required to bring the contract within the available construction budget which is funded primarily with State Public Transit Account funds

Emerging Small Business Development (ESBD): ESBD rules are held in abeyance because of federal funding on this project, and federal Disadvantaged Business Enterprise (DBE) guidelines apply. Diede Construction, Inc. has executed a “Good Faith Effort” as documented in their bid proposal. DCM Group, the RMA Group and Simpson, Gumpertz, and Heger have documented compliance with DBE guidelines in their RFQ submittals.

Background

The Depot Retrofit Project includes seismic upgrades, accessibility improvements and installation of a fire sprinkler system while maintaining the historic fabric of the existing building. Actions requested in this Council Report will facilitate completion of the construction and support services related to the project.

Depot Retrofit – Deductive Change Order with Diede Construction, Inc.

On September 13, 2011, the City Council adopted Resolution No. 2011-518 awarding the construction contract for the Sacramento Valley Depot Retrofit to Diede Construction Inc., as the lowest responsive and responsible bidder, in the amount of \$8,869,000.

The deductive change order with Diede Construction, Inc. is required to bring the contract within the available construction budget. The items removed or modified from the original project scope are desirable, but not essential to achieve the major objectives and include alternate finishes for fire sprinkler heads, elimination of final floor leveling, elimination of lightning protection grid, modification of glass in historic windows, and use of alternative restroom accessories.

Supplemental Agreement with Simpson, Gumpertz & Heger

Simpson, Gumpertz & Heger (SGH) was selected in 2009 utilizing the City's standard Request for Qualifications Procedures. SGH was identified as the most qualified professional team to complete the seismic retrofit for the Depot. The original agreement and previous supplemental agreements include the following:

- On May 19, 2009, the City Council Adopted Resolution No. 2009-299 awarding a professional services agreement (2009-0452) in the amount of \$1,649,000 to Simpson, Gumpertz & Heger for design and construction administration services on the Intermodal Depot Retrofit project for the structural upgrade and life safety improvements necessary for continued operation of the facility.
- On October 22, 2009, the City Manager awarded Supplemental Agreement No. 1 in the amount of \$7,900 for structural engineering design and support of new electrical equipment installed as part of the Railyard utility relocation project.
- On January 13, 2009, the City Manager awarded Supplemental Agreement No. 2 in the amount of \$93,990 for investigation and preparation of an accessibility survey of existing conditions complying with Federal ADA and State Title 24 accessibility requirements, plus preparation of a fire defense plan and preliminary fire sprinkler assessment for the entire facility.

- On July 7, 2010, the City Manager awarded Supplemental Agreement No. 3 in the amount of \$9,500 to cover the cost of transporting contaminated ground water resulting from soils investigation drilling necessary for the structural assessment of the existing foundation support system.
- On October 13, 2010, the City Manager awarded Supplemental Agreement No.4 in the amount of \$7,910 to cover the cost of placing the contaminated ground water extracted during soils investigations into 55-gallon drums and disposing the material at an authorized site.
- On January 25, 2011, the City Council awarded Supplemental Agreement No. 5 in the amount of \$76,600 to cover the cost of designing the fire sprinkler system for the Depot.
- On April 4, 2011, the City Manager awarded Supplemental Agreement No. 6 in the amount of \$29,000 to cover the cost or design modification necessary to address operational requirements for the Depot.
- On July 21, 2011, the City Manager awarded Supplemental Agreement No. 7 in the amount of \$28,250 to cover the cost of removing the existing communications tower, pile investigations and additional non-destructive investigations.
- In November 2011, Supplemental Agreement No. 8 in the amount of \$74,627, which is in the process of being routed for signature, to cover the cost of extended site investigation during Construction Preparation, development of multiple bid sets and revisions requested by AMTRAK.
- In November 2010, the Department of Transportation issued a professional services RFQ for materials testing and inspection services, and shortlisted qualified firms to work on City construction projects. The RMA Group is included on the list.



RESOLUTION NO. 2011-XXXX

Adopted by the Sacramento City Council

SACRAMENTO VALLEY DEPOT RETROFIT CONTRACT AMENDMENTS

BACKGROUND

- A. On September 13, 2011, the City Council adopted Resolution No. 2011-518 awarding the construction contract for the Sacramento Valley Depot Retrofit project in the amount of \$8,869,000 to Diede Construction, Inc.
- B. On May 19, 2009, the City Council adopted Resolution No. 2009-299 authorized the City Manager to execute a professional services agreement (2009-0452) in the amount of \$1,649,000 with Simpson, Gumpertz & Heger for design and construction administration services on the Intermodal Depot Retrofit project for the structural upgrade and life safety improvements necessary for continued operation of the facility.
- C. On March 17, 2009, the City Council adopted Resolution No. 2009-162 approving a professional services agreement in an amount not to exceed \$172,887 with DCM Group to provide labor compliance monitoring and documentation.
- D. In November 2010, the Department of Transportation issued a professional services RFQ for materials testing and inspection services, and shortlisted qualified firms to work on City construction projects.

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

- Section 1. The City Manager or the City Manager's designee is authorized to execute deductive Change Order #1 to City Agreement No. 2011-1149 with Diede Construction, Inc. in the amount of (\$145,216); Change Order # 1 is attached as Exhibit A.
- Section 2. The City Manager or the City Manager's designee is authorized to execute Supplemental Agreement #4 to City Agreement No. 2009-0262 with DCM Group in an amount not to exceed \$28,000; Supplemental Agreement #4 is attached as Exhibit B.
- Section 3. The City Manager's supplemental agreement authority for City Agreement No. 2009-0262 is hereby reset.

- Section 4. The City Manager or the City Manager's designee is authorized to execute Supplemental Agreement #9 to City Agreement No. 2009-0452 with Simpson, Gumpertz & Heger in an amount not to exceed \$2,000; Supplemental Agreement #9 is attached as Exhibit C.
- Section 5. The City Manager's supplemental agreement authority for City Agreement No. 2009-0452 is hereby reset.
- Section 6. The City Manager or the City Manager's designee is authorized to execute a professional services agreement with The RMA Group for an amount not to exceed \$152,769; the professional services agreement is attached as Exhibit D.

Table of Contents:

Exhibit A – Change Order-Diede Construction, Inc.

Exhibit B – Supplemental Agreement-DCM Group

Exhibit C – Supplemental Agreement- Simpson, Gumpertz & Heger

Exhibit D – Professional Services Agreement with The RMA Group

Exhibit A
Sacramento Valley Depot Retrofit
2011-1149
11/07/11

| <i>Description</i> | | <i>Amount</i> |
|------------------------|---------------------------------------------------------------------------|-------------------------------------------|
| Change Order #1 | | |
| PCO # 1.0 | Changes to Bid Documents | (\$40,500.00) |
| 11/07/11 | Revise fire sprinkler system in main lobby. | |
| PCO # 2.0 | Changes to Bid Documents | (\$11,700.00) |
| 11/07/11 | Remove plywood above steel shear plate on second floor. | |
| PCO # 3.0 | Changes to Bid Documents | (\$73,717.00) |
| 11/07/11 | Eliminate lighting protection on perimeter of building. | |
| PCO # 4.0 | Changes to Bid Documents | (\$16,499.00) |
| 11/07/11 | Revised glass in restored windows. | |
| PCO # 5.0 | Changes to Bid Documents | (\$2,800.00) |
| 11/07/11 | Change from Bobrick bathroom accessories to Bradely bathrrom accessories. | |
| 5 | Items | Total for Change Order # 1 (\$145,216.00) |

| | | | |
|-------------------------|-------|--------------------------------|----------------|
| 5 | Items | Total for Contract # 2011-1149 | (\$145,216.00) |
| <i>Totals By Reason</i> | | Changed/Unforeseen Conditions | \$0.00 |
| | | Changes to Bid Documents | (\$145,216.00) |
| | | Client Initiated Changes | \$0.00 |



City of Sacramento
SUPPLEMENTAL AGREEMENT

Contract #: 2009-0262-4

Date: 11/07/11

Purchase Order #:

Supplemental Agreement #: 4

Job#: 15001121

Project Title: Labor Compliance Field Investigations

The City of Sacramento ("City") and DCM Group, ("Contractor"), as parties to that certain Professional Services Agreement designated as Agreement Number 2009-0262 including any and all prior supplemental agreements modifying said agreement (said agreement and supplemental agreements are hereby collectively referred to as the "Agreement"), hereby supplement and modify the Agreement as follows:

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

See Exhibit A

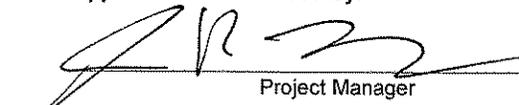
- 2. In consideration of the additional and/or revised services described in section 1, above, the maximum not-to-exceed amount that is specified in Exhibit B of the Agreement of Payment of Contractor's fees and expenses, is increased by \$28,000.00 and said maximum not-to-exceed amount is amended as follows:

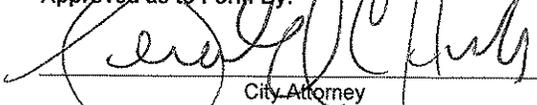
| | |
|---------------------------------------------------------------------|---------------------|
| The original not-to-exceed amount: | <u>\$172,877.45</u> |
| The net change by previous Supplemental Agreements: | <u>\$24,000.00</u> |
| The not-to-exceed amount prior to this Supplemental Agreements: | <u>\$196,877.45</u> |
| The contract sum will be increased by this Supplemental Agreement: | <u>\$28,000.00</u> |
| The new not-to-exceed amount including all Supplemental Agreements: | <u>\$224,877.45</u> |

- 3. Contractor agrees that the amount of increase or decrease in the not-to-exceed amount specified in section 2, above, shall constitute full compensation for additional and/or revised services specified in section 1, above, and shall fully compensate Contractor for any and all direct and indirect costs that may be incurred by Contractor in connection with such additional and/or revised services, including costs associated with any changes in work schedules or in the performance of other services or work by Contractor. The time for the performance of the agreement is increased by 730 Days by reason of the performance of the work required by this Supplemental Agreement.
- 4. Contractor warrants and represents that the person or persons executing this supplemental agreement on behalf of Contractor has or have been duly authorized by Contractor to sign this supplemental agreement and bind Contractor to the terms hereof.
- 5. Except as specifically revised herein, all terms and conditions of the Agreement shall remain in full force and effect, and Contractor shall perform all the services, duties, obligations and conditions required under the Agreement, as supplemented and modified by this supplemental agreement.

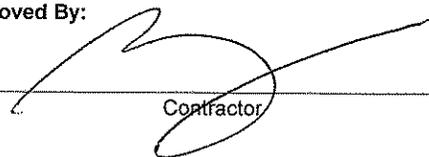
Approval Recommended By:

Approved as to Form By:


Project Manager


City Attorney

Approved By:


Contractor

Approved By:

City of Sacramento

Attested to By:

City Clerk

Exhibit A
Labor Compliance Field Investigations
2009-0262
11/07/11

| <i>Description</i> | <i>Amount</i> |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|
| Supplemental Agreement #4 | |
| PCO # 4.0 Client Initiated Changes | \$28,000.00 |
| 11/07/11 Extending scope of work to include the Sacramento Valley Depot project. The sunset date for this agreement is also being extended by two years. The new sunset date will be 12/31/13. | |
| 1 Items | Total for Change Order # 4 |
| | \$28,000.00 |

| | | |
|-------------------------|--------------------------------|-------------|
| 1 Items | Total for Contract # 2009-0262 | \$28,000.00 |
| <i>Totals By Reason</i> | Changed/Unforeseen Conditions | \$0.00 |
| | Changes to Bid Documents | \$0.00 |
| | Client Initiated Changes | \$28,000.00 |

SUPPLEMENTAL AGREEMENT

Project Title and Job Number: Structural Retrofit of the Sacramento Valley Station/T15029003 Date: 10/07/11
Purchase Order #: 9194 Supplemental Agreement No.: 9

The City of Sacramento ("City") and Simpson Gumpertz & Heger, Inc. ("Contractor"), as parties to that certain Professional Services Agreement designated as Agreement Number 2009-0452, including any and all prior supplemental agreements modifying said agreement (said agreement and supplemental agreements are hereafter collectively referred to as the "Agreement"), hereby supplement and modify the Agreement as follows:

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

See attached additional scope of services.

2. In consideration of the additional and/or revised services described in section 1, above, the maximum not-to-exceed amount that is specified in Exhibit B of the Agreement for payment of Contractor's fees and expenses, is **increased by \$2,000** and said maximum not-to-exceed amount is amended as follows:

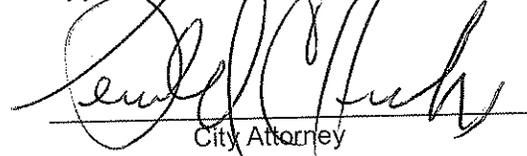
| | |
|-----------------------------------------------------------------|-----------------|
| Agreement's original not-to-exceed amount: | \$ 1,649,000.00 |
| Net change by previous supplemental agreements: | \$ 327,777.00 |
| Not-to-exceed amount prior to this supplemental agreement: | \$ 1,976,777.00 |
| Increase by this supplemental agreement: | \$ 2,000.00 |
| New not-to exceed amount including all supplemental agreements: | \$ 1,978,777.00 |

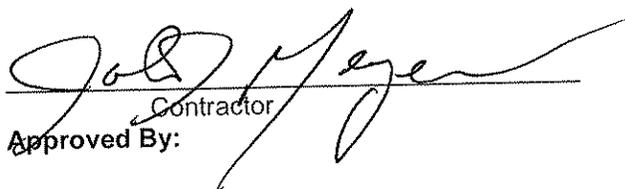
3. Contractor agrees that the amount of increase or decrease in the not-to-exceed amount specified in section 2, above, shall constitute full compensation for the additional and/or revised services specified in section 1, above, and shall fully compensate Contractor for any and all direct and indirect costs that may be incurred by Contractor in connection with such additional and/or revised services, including costs associated with any changes and/or delays in work schedules or in the performance of other services or work by Contractor.
4. Contractor warrants and represents that the person or persons executing this supplemental agreement on behalf of Contractor has or have been duly authorized by Contractor to sign this supplemental agreement and bind Contractor to the terms hereof.
5. Except as specifically revised herein, all terms and conditions of the Agreement shall remain in full force and effect, and Contractor shall perform all of the services, duties, obligations, and conditions required under the Agreement, as supplemented and modified by this supplemental agreement.

Approval Recommended By:


Project Manager
Approved By:

Approved As To Form By:

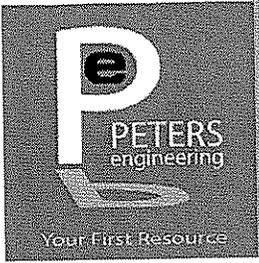

City Attorney


Contractor
Approved By:

Attested To By:

City of Sacramento

City Clerk



consulting
mechanical
and
electrical
engineers

2411 Alhambra Blvd, Ste. 100
Sacramento, CA 95817

Tel (916) 447-2841
Fax (916) 447-4106

www.peterseng.com

October 3, 2011

SIMPSON GUMPERTZ & HEGER
The Landmark @ One Market, Suite 600
San Francisco, CA 94105

Attn: Jason Towle, AIA

Re: Sacramento Rail Station – Seismic Retrofit - Add Fee Proposal

We propose to provide mechanical consulting engineering services for the fixed fee shown below.

Construction Documents \$1,000.00

SCOPE OF WORK and SERVICE:

The scope of work and services are as follows:

- Revise the plumbing & mechanical plans to incorporate revisions to the public restrooms.
- Additional meetings to coordinate revisions.

EXCLUSIONS:

Per the original design contract

PAYMENT OF SERVICES:

Payment for services rendered shall be due and payable in thirty-(30) days from date of invoice.

If the above is acceptable to you, please sign and return a copy of this letter as our authorization to proceed or issue a standard A.I.A agreement.

PETERS ENGINEERING

SGH

Sean R. Tichenor, P.E., LEED AP
Principal

Authorized Representative Date

**CHASE
ELECTRICAL
ENGINEERING**

5710 Garfield Ave, Suite "C" - Sacramento, Ca 95841
(916) 344-4878
FAX # (916) 344-6667

Design With Concern

Date: October 7, 2011

To: SGH
The Landmark @ One Market, Suite 100
San Francisco, Ca 94105

Attn: Jason Towle

Re: Add Services – Allowance for Additional Coordination Related to Amtrak Requests

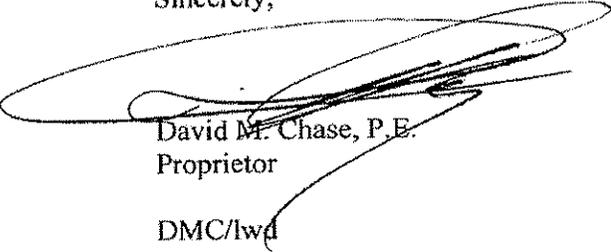
This Add Service is to provide for additional and unexpected on-site investigation and design team coordination associated with multiple design iterations for Amtrak specific modifications. Specific examples include support for multiple design concepts related to Ticket Sales Area and the Public Toilets.

The additional fee for the engineering and CAD services provided is \$1,000.00 (One Thousand Dollars).

Your signature on a copy of this letter returned to this office will constitute your acceptance of this proposal.

Please call if you have any questions, or if you need anything else.

Sincerely,



David M. Chase, P.E.
Proprietor

DMC/lwd

Client

Date



10 October 2011

Mr. Dave Morgan
Associate Architect
Department of General Services
Facilities & Property Management
5730 24th Street, Building #4
Sacramento, California 95822

Project 087282 – Structural Retrofit of the Sacramento Valley Station (Depot)/T15029003
Purchase Order #: 8099

Subject: Request for Modifications to Professional Services Agreement Number
2009-0452

Dear Mr. Morgan:

As discussed, we request modifications to the subject Professional Services Agreement by adding the following items:

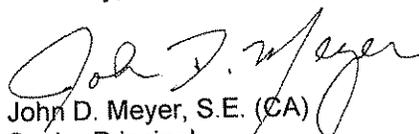
| Consultant | Scope | Fee |
|----------------------------------------------|------------------------------------------------------------------------------------------------------------------------------|----------------|
| Chase Electrical Engineering (Electrical) | Coordination associated with the architectural revisions for the public restrooms and ticket counter as requested by Amtrak. | \$1,000 |
| Peters Engineering (Mechanical) | Coordination associated with the architectural revisions for the public restrooms and ticket counter as requested by Amtrak. | \$1,000 |
| Total | | \$2,000 |

In summary, we respectfully request the original fee of \$1,649,000 for the Professional Services Agreement Number 2009-0452, as increased to \$1,656,900 by Supplemental Agreement No. 1, as increased to \$1,750,890 by Supplemental Agreement No. 2, as increased to \$1,760,390 by Supplemental Agreement No. 3, as increased to \$1,768,300 by Supplemental Agreement No. 4, as increased to \$1,844,900 by Supplemental Agreement No. 5, as increased to \$1,873,900 by Supplemental Agreement No. 6, as increased to \$1,902,150 by Supplemental Agreement No. 7, as increased to \$1,976,777 by Supplemental Agreement No. 8, be increased to \$1,978,777.

Additional detailed documentation summarizing Chase Engineering and Peters Engineering is attached.

Please contact our office if you have questions or comments. Thank you.

Sincerely,


John D. Meyer, S.E. (CA)
Senior Principal

I:\SF\Projects\2008\087282-DEFW\WP\032\JLTowle-L-087282.jdi_Misc Mod to Serv Agreement 2009-0452 (SA #9).doc



PROJECT #: T15029003
PROJECT NAME: Valley Depot Retrofit Material Sampling Testing Services
DEPARTMENT: Transportation/General Services
DIVISION: Architecture and Engineering
CITY OF SACRAMENTO

PROFESSIONAL SERVICES AGREEMENT FOR PROFESSIONAL SERVICES

**TO BE USED FOR PROFESSIONAL SERVICES PERFORMED BY
LICENSED ARCHITECTS, LANDSCAPE ARCHITECTS OR PROFESSIONAL
LAND SURVEYORS OR REGISTERED PROFESSIONAL ENGINEERS**

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

RMA Group, Inc.
3150 Fitzgerald Road
Rancho Cordova, CA 95742
916.631.7194 | 916.631.7256 fax

("CONTRACTOR"), who agree as follows:

1. **Services.** Subject to the terms and conditions set forth in this Agreement, CONTRACTOR shall provide to CITY the services described in Exhibit A. CONTRACTOR shall provide 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.
2. **Payment.** CITY shall pay CONTRACTOR for services rendered pursuant to this Agreement at the times and in the manner set forth in Exhibit B. The payments specified in Exhibit B shall be the only payments to be made to CONTRACTOR for the services rendered pursuant to this Agreement unless pursuant to Section 1, above, CITY approves additional compensation for additional services. CONTRACTOR shall submit all billings for 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.
3. **Facilities and Equipment.** Except as set forth in Exhibit C, CONTRACTOR shall, at its sole cost and expense, furnish all facilities and equipment that may be required for 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.
4. **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

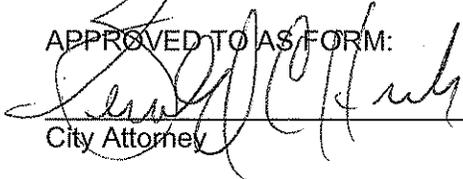
By: _____

Print name: _____

Title: _____

For: William H. Edgar, Interim City Manager

APPROVED TO AS FORM:



City Attorney

ATTEST:

City Clerk

Attachments

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

CONTRACTOR:

RMA Group, Inc. _____

NAME OF FIRM

95-2657590 _____

Federal I.D. No.

C0604784 _____

State I.D. No.

_____ 1002891 _____

City of Sacramento Business Op. Tax Cert. No.

TYPE OF BUSINESS ENTITY (check one):

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

Signature of Authorized Person

Ed Lyon, President _____

Print Name and Title

_____ N/A _____

Additional Signature (if required)

Jim Bishop, Northern California Regional Manager _____

Print Name and Title

**DECLARATION OF COMPLIANCE
Equal Benefits Ordinance**

Name of Contractor: RMA GROUP

Address: 3150 Fitzgerald Road, Rancho Cordova, CA 95742

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

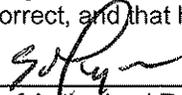
1. Contractor has read and understands the Requirements of the Non-Discrimination In Employee Benefits Code (the "Requirements") attached hereto as Exhibit E.
2. As a condition of receiving this Agreement, Contractor agrees to fully comply with the Requirements, as well as any additional requirements 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.



 Signature of Authorized Representative

9/7/2011

 Date

Ed Lyon

 Print Name

President

 Title

EXHIBIT A

PROFESSIONAL SERVICES AGREEMENT FOR PROFESSIONAL SERVICES

SCOPE OF SERVICES

1. **Representatives.**

The CITY Representative for this Agreement is:

David L. Morgan
Associate Architect
City of Sacramento
Department of General Services
5730 24th Street, Building #4
Sacramento, CA 95822
(916) 808-8425 (direct) (916) 808-8337 (fax)

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:

George Makdissy , P.E
RMA Group, Inc.
3150 Fitzgerald Road
Rancho Cordova, CA 95742
916.631.7194 | 916.631.7256 fax

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: yes no
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.

September 7, 2011

Mr. David L. Morgan
Associate Architect
City of Sacramento
Department of General Services
5730 24th Street, Building #4
Sacramento, CA 95822

RE: Proposal for Structural Inspection, Observation, and Testing Services
Sacramento Valley Depot Retrofit Project, 401 I Street, Sacramento, California

Mr. Morgan,

RMA Group is pleased to present the following proposal to provide Structural Inspection, Observation, and Testing services for the subject project.

Project Understanding

It is our understanding that the purpose of the project is to seismically retrofit the Sacramento Valley Depot by correcting the seismically deficient portions of the structure. It is also our understanding that the retrofit and upgrade will entail the strengthening of the basement, first, and second levels' shear walls with newly constructed shotcrete/concrete shear walls. Levels 3 and 4 will include wall anchorage and structural steel diaphragm strengthening. The proposed construction will last for approximately 18 months.

Scope of Services

Reinforced Shotcrete/Concrete Materials Testing

Our materials engineer will review mix designs submitted by the contractor and the results of tests performed on the aggregates. The results of the aggregate testing and mix design review will be reported to the designated representative of the owner and contractor upon completion of the work.

We will also provide an inspector during reinforcing steel placement, installation of mechanical anchors, welding of reinforcing steel, epoxy installation of rebar dowels, and during the placement of the shotcrete/concrete as applicable. We will also review the nozzlemen's certification/qualifications and observe and test preconstruction test panels. Additionally, we will verify and test post-installed anchors in concrete and existing masonry.

This scope of services will also include material testing of Portland concrete cement (PCC) cylinders/shotcrete panels, and reinforcing steel. Compression testing of concrete specimens and shotcrete cores from the test panels witnessed by our representative will be performed in accordance to ASTM C39.

Samples of the reinforcing steel to be used for production of shotcrete/concrete will be tested in accordance to ASTM A370 and A615 test methods. Written reports of all tests presenting applicable information will be prepared at the completion of testing.

Structural Steel and Welding Inspection

We will provide an inspector who has been certified by AWS as a special inspector for welding. Work will consist of inspection of all welds made in the shop operations and/or during the field erection, verification of high strength bolts, and non destructive testing of welded connections for compliance with the approved plans and job specifications. This inspection will be on a continuous basis during all structural welding except for single path fillet welds (throat less than 5/16"). The Inspector will make a systematic record of all welds, including a list of defective welds and a manner of



correction of defects, and will also check the material, equipment, details of construction and procedures, and welder qualifications.

The inspector may use gamma ray, sonic or any other aid for visual inspection that may be deemed necessary to assure the adequacy of the welding. The inspector will perform Magnetic Particle, Ultrasonic, and may use dye penetrants to detect surface discontinuities.

During the welding inspection, our inspector will also inspect the installation of the high strength bolts for conformance to the job specifications. Our inspector will check the materials, equipment, details of construction, and installation procedure.

Daily reports of inspections will be provided to the owner's designated representative and weekly summary reports will be provided to the owner. A verified report that the welding which has been inspected is proper and has been done in accordance to the approved plans and specifications will be provided upon completion of the work.

Timber Inspection - Shop Fabrication

Our inspector will verify lumber fabrication for appropriate grade, size and bonding for conformance to the job specifications, and inspect floor/roof nailing, hardware/hold down and bolted connection installation.

Terms

We propose to perform the previously described services on an hourly or test rate basis in accordance with the attached fee schedule. Our estimate is based on information per our communication. During the course of our work it may be necessary to change the scope of work due to unforeseen conditions. If such a change in the scope of work becomes necessary and will increase the estimated charges, we will notify you with a change order to obtain your written authorization before proceeding.

The estimate of charges for the proposed services is as follows:

- Reinforced Concrete Materials and Post Installed Anchors Testing \$86,637.00
- Structural Steel and Welding Inspection \$57,392.00
- Timber Inspection \$8,740.00

Total Costs \$152,769.00

Professional Insurance

RMA Group maintains the following insurance coverage. Certificates of insurance will be provided upon request.

- General Liability \$1,000,000.00 limit
- Professional Liability \$1,000,000.00 limit
- Workmen's Compensation \$1,000,000.00 limit



Closing

Thank you for the opportunity to submit this proposal. We look forward to working with you on this project. If the terms indicated in our offer are acceptable, we can begin our work upon receipt of your notice of acceptance and authorization to proceed. If you have any questions regarding this proposal please contact the undersigned Project Manager.

Authorized By:

City of Sacramento

(Signature)

(Print or Type Name)

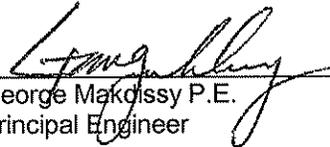
(Title)

(Date)

Attachments: Estimate Work Sheets
Fee Schedule

Submitted By:

RMA Group



George Makdisy P.E.
Principal Engineer



Jim Bishop
Regional Manager

**Reinforced Concrete Materials Testing
Estimate Worksheet**

Design Review

| Item | Quantity | Unit | Unit Price | Total |
|--------------------|----------|------|------------|------------|
| Principal Engineer | 24 | Hrs | \$165.00 | \$3,960.00 |
| Sub-total | | | | \$3,960.00 |

Site Observation, Inspection, and Field Sampling

| Item | Quantity | Unit | Unit Price | Total |
|--------------------------------------------------------------|----------|------|------------|-------------|
| Special Inspector -Reinforced Concrete (ICC)- First Hour | 75 | Ea | \$130.00 | \$9,750.00 |
| Special Inspector -Reinforced Concrete (ICC)- Addtl Hours | 525 | Ea | \$98.00 | \$51,450.00 |
| Special Inspector -Post Installed Anchors (ICC)- First Hour | 12 | Ea | \$130.00 | \$1,560.00 |
| Special Inspector -Post Installed Anchors (ICC)- Addtl Hours | 84 | Ea | \$98.00 | \$8,232.00 |
| Sub-total | | | | \$70,992.00 |

Laboratory Testing

| Item | Quantity | Unit | Unit Price | Total |
|--------------------------------------|----------|------|------------|------------|
| ASTM C39 Comp. Strength of Shotcrete | 153 | Ea | \$55.00 | \$8,415.00 |
| ASTM C39 Comp. Strength of Concrete | 51 | Ea | \$30.00 | \$1,530.00 |
| Sub-total | | | | \$9,945.00 |

Report Preparation

| Item | Quantity | Unit | Unit Price | Total |
|--------------------|----------|------|------------|--------------------|
| Principal Engineer | 6 | Hrs | \$165.00 | \$990.00 |
| Project Manager | 6 | Hrs | \$125.00 | \$750.00 |
| Sub-total | | | | \$1,740.00 |
| Total | | | | \$86,637.00 |

**Structural Steel and Welding Testing
Estimate Worksheet**

Site Observation, Inspection, and Field Sampling

| Item | Quantity | Unit | Unit Price | Total |
|--------------------------------------------------------------|----------|------|------------|-------------|
| Special Inspector - Field Welding (AWS CWT)- First Hour | 38 | Ea | \$130.00 | \$4,940.00 |
| Special Inspector - Field Welding (AWS CWT)- Addtl Hours | 262 | Ea | \$98.00 | \$25,676.00 |
| Special Inspector - Shop Welding (AWS CWT)- First Hour | 19 | Ea | \$130.00 | \$2,470.00 |
| Special Inspector - Shop Welding (AWS CWT)- Addtl Hours | 131 | Ea | \$98.00 | \$12,838.00 |
| Special Inspector - Structural Steel NDT (ASNT)- First Hour | 5 | Ea | \$130.00 | \$650.00 |
| Special Inspector - Structural Steel NDT (ASNT)- Addtl Hours | 35 | Ea | \$98.00 | \$3,430.00 |
| Special Inspector- High Strength Bolting (ICC)- First Hour | 5 | Ea | \$130.00 | \$650.00 |
| Special Inspector- High Strength Bolting (ICC)- Addtl Hours | 35 | Ea | \$98.00 | \$3,430.00 |
| Sub-total | | | | \$54,084.00 |

Report Preparation

| Item | Quantity | Unit | Unit Price | Total |
|-------------------------------------------------|----------|------|------------|--------------------|
| Principal Engineer | 6 | Hrs | \$165.00 | \$990.00 |
| Project Manager | 6 | Hrs | \$125.00 | \$750.00 |
| Special Inspector - Structural Steel NDT (ASNT) | 16 | Hrs | \$98.00 | \$1,568.00 |
| Sub-total | | | | \$3,308.00 |
| Total | | | | \$57,392.00 |

**Timber Inspection - Shop Fabrication
Estimate Worksheet**

Site Observation, Inspection, and Field Sampling

| Item | Quantity | Unit | Unit Price | Total |
|-----------------------------------------------------------------|----------|------|------------|------------|
| Special Inspector – Nailing, Hardware Installation- First Hour | 10 | Ea | \$130.00 | \$1,300.00 |
| Special Inspector – Nailing, Hardware Installation- Addtl Hours | 70 | Ea | \$98.00 | \$6,860.00 |
| Sub-total | | | | \$8,160.00 |

Report Preparation

| Item | Quantity | Unit | Unit Price | Total |
|--------------------|----------|------|------------|------------|
| Principal Engineer | 2 | Hrs | \$165.00 | \$330.00 |
| Project Manager | 2 | Hrs | \$125.00 | \$250.00 |
| Sub-total | | | | \$580.00 |
| Total | | | | \$8,740.00 |

RMA Group Fee Schedule

Technician and Inspector

| Description | Rate/Cost |
|-------------------------------------------|-----------|
| Public Works Technician (First Hour) | \$120.00 |
| Public Works Technician (Additional Hour) | \$90.00 |
| Traffic Control Personnel | \$65.00 |
| Pick-up & Delivery of Test Specimens | \$65.00 |

Lab Aggregates

| Description | Rate/Cost |
|-----------------------------------------------------|-----------|
| Abrasion by Los Angeles Rattler | \$190.00 |
| Cleanness Value - Fine or Coarse | \$225.00 |
| Deleterious Substance Determination | \$120.00 |
| Dry Rodded Unit Weight | \$100.00 |
| Durability Index - Fine & Coarse | \$275.00 |
| Durability Test – Coarse | \$175.00 |
| Durability Test – Fine | \$145.00 |
| Fineness Modulus | \$90.00 |
| Flat and Elongated Pieces - (per size fraction) | \$225.00 |
| Fractured Faces - (per size fraction) | \$100.00 |
| Light Weight Particles | \$200.00 |
| Moisture Content | \$18.00 |
| Organic Impurities | \$95.00 |
| Percent Clay in Sands by Hydrometer | \$215.00 |
| Percentage Crushed Particles | \$125.00 |
| Potential Reactivity - Chemical Method | \$350.00 |
| Sand Equivalent | \$105.00 |
| Sieve Analysis-Fine & Coarse Aggregates | \$145.00 |
| Sieve Analysis-Fine Aggregates (passing No. 4) | \$110.00 |
| Sieve Analysis-Coarse Aggregates (Retained on No 4) | \$105.00 |
| Soundness by Sodium Sulfate-(Coarse Series) | \$375.00 |
| Soundness by Sodium Sulfate (Fine Series) | \$485.00 |
| Specific Gravity & Absorption of Coarse Aggregate | \$95.00 |
| Apparent Specific Gravity of Fine Aggregate | \$105.00 |
| Specific Gravity & Absorption of Fine Aggregate | \$130.00 |
| Fine Aggregate Angularity (T304) | \$125.00 |

Lab Asphalt

| Description | Rate/Cost |
|-----------------------------------------------------------------|-----------|
| Film Stripping | \$150.00 |
| Kc Factor | \$125.00 |
| Kf Factor | \$125.00 |
| Moisture Vapor Susceptibility | \$250.00 |
| Swell Potential (CAL 305) | \$165.00 |
| Bulk Specific Gravity Per Specimen (ASTM Saturated Surface Dry) | \$25.00 |
| Bulk Specific Gravity (ASTM Saturated Surface Dry Cores) | \$25.00 |
| Bulk Specific Gravity Per Specimen (ASTM Parafilm Coated) | \$35.00 |
| Bulk Specific Gravity (ASTM Parafilm Coated Cores) | \$35.00 |
| Bulk Specific Gravity (CTM 308 Method A) | \$30.00 |
| Bulk Specific Gravity (CTM 308 Method A Cores) | \$30.00 |
| Bulk Specific Gravity (CTM 308 Method C) | \$25.00 |
| Bulk Specific Gravity (CTM 308 Method C Cores) | \$25.00 |
| Field Test Maximum Density (CAL 375) | \$125.00 |
| Lab Test Maximum Density (CAL 375) | \$195.00 |
| Lab Test Maximum Density - Hveem Method | \$195.00 |
| Lab Test Maximum Density - Marshall Method | \$195.00 |
| Theoretical Maximum Specific Gravity - Rice | \$195.00 |
| Marshall Stability and Flow - lab compacted | \$225.00 |
| Marshall Stability and Flow - field compacted | \$175.00 |
| Hveem Stability | \$215.00 |
| Hveem Stability and Density | \$235.00 |
| Moisture Content of Mix (CAL 370) | \$25.00 |
| Moisture Content of Mix (CAL 310) | \$150.00 |
| Tensile Strength Ratio (AASHTO T283) | \$1050.00 |
| Surface Abrasion Test (CAL 360) | \$625.00 |
| Extraction - Percent Asphalt by Ignition Oven | \$135.00 |
| Extraction - Percent Asphalt by Ignition Oven - Calibration | \$245.00 |
| Extraction - Percent Asphalt by Solvents (Vacuum) | \$180.00 |
| Extraction - Percent Asphalt by Solvents (Centrifuge) | \$180.00 |
| Gradation of Extracted Aggregate | \$145.00 |
| Percent Voids (CAL 367) | \$275.00 |
| Percent Residue by Evaporation (ASTM D244) | \$175.00 |
| Emulsion Sieve Test (ASTM D244) | \$115.00 |
| Wet Tract Abrasion (ASTM D3910) | \$150.00 |

Lab Concrete

| Description | Rate/Cost |
|----------------------------------------------------------------|------------|
| Mix Design Review - Calculation Only | \$225.00 |
| Concrete Cylinder Cured and/or Compression Tested | \$30.00 |
| Compression Test Cores-8" maximum diameter, including trimming | \$50.00 |
| Insulating Concrete Cylinders - Compression Test | \$55.00 |
| Insulating Concrete Cylinders - Constant Weight | \$55.00 |
| Flexural Strength-Concrete Beams | \$105.00 |
| Gunite Compression Tests | \$45.00 |
| Shotcrete Compression Tests | \$55.00 |
| Concrete Modulus of Elasticity | \$175.00 |
| Concrete Shrinkage Test (set of 3) | \$430.00 |
| Cement Content of Hardened Concrete | \$1,750.00 |
| Splitting Tensile Test | \$75.00 |
| Unit Weight of Cylinders | \$55.00 |
| Slab Moisture Test | \$95.00 |
| Side to Side Crush (CCTIT-108) | \$21.00 |
| Water Retention of Liquid Curing Compound - CTM 534 | \$425.00 |
| Length of Drilled Cores CTM 531 | \$45.00 |
| Surface Abrasion of Concrete (CT 550) | \$400.00 |
| Density of Spray Applied Fire Proofing | \$55.00 |
| Surface Abrasion of Concrete (CT 550) | \$400.00 |
| Density of Spray Applied Fire Proofing | \$75.00 |

Lab Masonry

| Description | Rate/Cost |
|-----------------------------------------------------|-----------|
| Block Compressive Strength Test (set of 3) | \$65.00 |
| Block, as Received Moisture & Absorption (set of 3) | \$40.00 |
| Block, Lineal Shrinkage ASTM C426 (set of 3) | \$275.00 |
| Block, Unit Weight and Dimensions (set of 3) | \$195.00 |
| Block, Conformance to ASTM C90 (set of 9) | \$500.00 |
| Brick, Compression (set of 3) | \$65.00 |
| Brick, as received Moisture & Absorption (set of 3) | \$50.00 |
| Brick, 5 hr Boil | \$95.00 |
| Brick, Modulus of Rupture | \$95.00 |
| Mortar Compression Test (2" x 4" Cylinder) | \$20.00 |
| Grout Compression Test (3" x 6" Prism) | \$20.00 |
| Masonry Cores, Compression - 8" max. diameter | \$45.00 |
| Masonry Cores, Shear - 8" max. diameter | \$55.00 |
| Tensile Test - CMA Method | \$65.00 |
| Masonry Assemblage Compressive Strength 8" Block | \$65.00 |
| Masonry Assemblage Compressive Strength 12" Block | \$80.00 |
| Masonry Assemblage Compressive Strength 16" Block | \$105.00 |
| Trimming of Test Specimens | \$20.00 |
| Cube Compression Test 2x2x2 | \$30.00 |
| Roof Tile Conformance (set of 10) | \$425.00 |
| Mortar Strength of PCC Sand - CTM 515 | \$650.00 |

Lab Steel

| Description | Rate/Cost |
|--------------------------------------------|-----------|
| Tension & Bend - Rebar (No. 11 or smaller) | \$55.00 |
| Tension & Bend - Rebar (No. 14) | \$90.00 |
| Tension & Bend - Rebar (No. 18) | \$120.00 |
| Chemical Analysis | \$250.00 |
| Tension Test - Rebar | \$35.00 |
| Bend Test - Rebar | \$40.00 |
| Tension Test - Structural Steel | \$70.00 |
| Bend Test - Structural Steel | \$45.00 |

Lab Soil

| Description | Rate/Cost |
|------------------------------------------------------------|-----------|
| Atterberg Limits | \$195.00 |
| California Bearing Ratio – Corps. Eng. Method | \$425.00 |
| Consolidation (no time rate) | \$175.00 |
| Consolidation (with time rates) | \$250.00 |
| Direct Shear | \$190.00 |
| Expansion Index (UBC Standard 29-2) | \$150.00 |
| Permeability of Soil | \$225.00 |
| Hydro Collapse Potential | \$125.00 |
| Hydrometer Analysis | \$215.00 |
| Lab Density Determinations by Drive Tube | \$15.00 |
| Lab Moisture Determinations | \$8.00 |
| Matric Suction - Filter Paper Method | \$95.00 |
| Maximum Density - Optimum Moisture (ASTM D1557) | \$195.00 |
| Calif Impact Max Density (CAL 216) | \$205.00 |
| Percent Organic Materials | \$35.00 |
| pH & Resistivity of Soils Saturated Paste | \$45.00 |
| R-Value | \$250.00 |
| Sand Equivalent | \$105.00 |
| Sieve Analysis of Soils | \$145.00 |
| Sieve Analysis of Soils - Wash Only | \$60.00 |
| Soluble Sulfate | \$45.00 |
| Specific Gravity of Soils | \$150.00 |
| Swell Potential | \$175.00 |
| Unconfined Compression Test | \$125.00 |
| ESP - Sodium Exchange Potential | \$45.00 |
| Soil Cement (set of 3) | \$450.00 |
| Shrinkage factor by Resin | \$120.00 |
| Maximum Density - Optimum Moisture Soil Cement (ASTM D558) | \$205.00 |
| Laboratory Specimen Preparation D559 | \$65.00 |
| Compression Test Soil Cement D1633 | \$35.00 |
| Chloride Content (CTM 422) | \$30.00 |
| Corrosion Testing CTM 643 | \$95.00 |

Office Personnel

| Description | Rate/Cost |
|---------------------|-----------|
| Principal Engineer | \$165.00 |
| Principal Geologist | \$165.00 |
| Project Engineer | \$135.00 |
| Project Geologist | \$125.00 |
| Project Manager | \$125.00 |

Exploratory and Coring Equipment

| Description | Rate/Cost |
|-----------------------------|-----------|
| Dutch Cone Pentrometer | \$185.00 |
| Portable Drilling Equipment | \$225.00 |
| Backhoe | \$95.00 |
| Bucket Auger | \$225.00 |
| Hollow Stem Auger | \$210.00 |
| Air Rotary Drill Rig | \$250.00 |
| Rotary Wash Drill Rig | \$275.00 |
| Asphalt Coring | \$115.00 |
| Concrete Coring | \$115.00 |
| Coring Bit Wear (per inch) | \$3.00 |

Special Inspectors

| Description | Rate/Cost |
|----------------------------------------------------------------------|-----------|
| Special Inspector -Reinforced Concrete (ICC)- First Hour | \$130.00 |
| Special Inspector -Reinforced Concrete (ICC)- Additional Hours | \$98.00 |
| Special Inspector -Post Installed Anchors (ICC)- First Hour | \$130.00 |
| Special Inspector -Post Installed Anchors (ICC)- Additional Hours | \$98.00 |
| Special Inspector - Field Welding (AWS CWT)- First Hour | \$130.00 |
| Special Inspector - Field Welding (AWS CWT)- Additional Hours | \$98.00 |
| Special Inspector - Shop Welding (AWS CWT)- First Hour | \$130.00 |
| Special Inspector - Shop Welding (AWS CWT)- Additional Hours | \$98.00 |
| Special Inspector - Structural Steel NDT (ASNT)- First Hour | \$130.00 |
| Special Inspector - Structural Steel NDT (ASNT)- Additional Hours | \$98.00 |
| Special Inspector- High Strength Bolting (ICC)- First Hour | \$130.00 |
| Special Inspector- High Strength Bolting (ICC)- Additional Hours | \$98.00 |
| Special Inspector – Nailing, Hardware Installation- First Hour | \$130.00 |
| Special Inspector – Nailing, Hardware Installation- Additional Hours | \$98.00 |

General Notes

General Charges

- Technician charges start at the scheduled show up time at the job site. A one (1) hour minimum will be charged for work less than one (1) hour. After the first hour, work will be charged in half (1/2) hour increments.
- Rates are valid through the term of the contract.
- Unit prices are all-inclusive, including all mark-ups, surcharges, and overhead costs, including travel time, lodging, storage, supervision, report processing, and administrative review.
- Client request for Management attendance at meetings will be charged at the standard rates.

Overtime Charges

- Work performed in excess of 8 hours per day and/ or on Saturdays will be charged at 1.5 times the unit rate for the appropriate personnel.
- Work performed in excess of 12 hours per day, on Sunday or recognized holidays will be charged at 2.0 times the unit rate for the appropriate personnel.

EXHIBIT B

PROFESSIONAL SERVICES AGREEMENT FOR PROFESSIONAL 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 ONE HUNDRED FIFTY EIGHT THOUSAND THREE HUNDRED THIRTY DOLLARS (\$158,330.00).
2. **Billable Rates.** CONTRACTOR shall be paid for the performance of Services on an hourly rate, daily rate, flat fee, lump sum or other basis, as set forth in Attachment 1 to Exhibit A, 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:

David L. Morgan
Associate Architect
City of Sacramento
Department of General Services
5730 24th Street, Building #4
Sacramento, CA 95822
(916) 808-8425 (direct) (916) 808-8337 (fax)

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 consultants 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.

EXHIBIT C

PROFESSIONAL SERVICES AGREEMENT FOR PROFESSIONAL SERVICES
FACILITIES AND EQUIPMENT TO BE PROVIDED BY CITY

CITY shall *[check one]* X Not furnish any facilities or equipment for this Agreement; or
 _____ furnish the following facilities or equipment for the Agreement; *[[list, if applicable]*

EXHIBIT D

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

- 8. Standard of Performance.** CONTRACTOR shall perform all Services required pursuant to this Agreement in the manner and according to the standards currently observed by a competent practitioner of CONTRACTOR's profession in California. All products of whatsoever nature that

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

9. Term; Suspension; Termination.

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

10. Indemnity.

- A. Indemnity: CONTRACTOR shall defend, hold harmless and indemnify CITY, its officers and employees, and each and every one of them, from and against any and all claims, actions, damages, costs, liabilities, demands, losses, judgments, penalties and expenses of every type and description, including, but not limited to, any fees and/or costs reasonably incurred by CITY's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Claims"), including but not limited to Claims arising from personal injury or death,

damage to personal, real or intellectual property or the environment, contractual or other economic damages, or regulatory penalties, that arise out of, pertain to or relate to any negligent act or omission, recklessness or willful misconduct of CONTRACTOR, its sub-consultants, subcontractors or agents, and their respective officers and employees, in connection with performance of or failure to perform this Agreement, whether or not such Claims are litigated, settled or reduced to judgment; provided that the foregoing indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, damage or expense to the extent arising from (i) the sole negligence or willful misconduct of, or defects in design furnished by, CITY, its agents, servants, or independent contractors who are directly responsible to CITY, or (ii) the active negligence of CITY.

- B. Insurance Policies; Intellectual Property Claims: The existence or acceptance by CITY of any of the insurance policies or coverages described in this Agreement shall not affect or limit any of CITY's rights under this Section 10, nor shall the limits of such insurance limit the liability of CONTRACTOR hereunder. This Section 10 shall not apply to any intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of Section 7.B., above. The provisions of this Section 10 shall survive any expiration or termination of this Agreement.

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

Full compensation for all premiums that CONTRACTOR is required to pay for the insurance coverage described herein shall be included in the compensation specified for the Services provided by CONTRACTOR under this Agreement. No additional compensation will be provided for CONTRACTOR's insurance premiums.

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.
19. **Use Tax Requirements.** During the performance of this Agreement, CONTRACTOR, for itself, its assignees and successors in interest, agrees as follows:
 - A. Use Tax Direct Payment Permit: For all leases and purchases of materials, equipment, supplies, or other tangible personal property used to perform the Contract or Agreement and shipped from outside California, the Contractor and any subcontractors leasing or purchasing such materials, equipment, supplies or other tangible personal property shall obtain a Use Tax Direct Payment Permit from the California State Board of Equalization ("SBE") in accordance with the applicable SBE criteria and requirements.
 - B. Sellers Permit: For any construction contract and any construction subcontract in the amount of \$5,000,000 or more, Contractor and the subcontractor(s) shall obtain sellers permits from the SBE and shall register the jobsite as the place of business for the purpose of allocating local sales and use tax to the City. Contractor and its subcontractors shall remit the self-accrued use tax to the SBE, and shall provide a copy of each remittance to the City.
 - C. The above provisions shall apply in all instances unless prohibited by the funding source for the Contract or Agreement.

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
Procurement Services Division
5730 24th Street, Bldg. 1
Sacramento, CA 95822

- 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
Procurement Services Division
5730 24th Street, Bldg. 1
Sacramento, CA 95822
- 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.

EXHIBIT F

CALIFORNIA DEPARTMENT OF TRANSPORTATION ADDITIONAL CONTRACT PROVISIONS

- A. This Agreement (hereafter the "Contract") shall begin on _____ contingent upon approval from the State, and expire on December 31, 2013, unless extended by amendment.
- B.
1. Code of Federal Regulations (CFR) 48 Chapter 1, Part 31 shall be used to determine the allowability of the Individual items of cost.
 2. The Consultant (hereafter referred to as either "Consultant" or "Contractor") agrees to comply with federal procedures in accordance with CFR 49, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
 3. Any costs for which payments have been made to the contractor, which are determined by subsequent audit to be unallowable under CFR 48, Chapter 1 Part 31 and CFR 49, Part 18, are subject to repayment by the contractor to the City of Sacramento, the State and the Federal Government.
 4. Any subcontract, entered into as a result of this contract, shall contain all of the provisions of this Article.
- C.
1. The City of Sacramento shall reimburse the contractor for actual costs as specified herein. The actual costs shall include direct salary costs, employee benefits, overhead and fee. The total amount payable by the City, for all Task Orders and expenses resulting from this contract, shall not exceed \$158,330.00. It is understood and agreed that this total is an estimate, and that there is no guarantee, either expressed or implied, as to the actual dollar amount that will be authorized under this contract through Task Orders.
 2. The Contractor shall be reimbursed for direct costs, other than salary costs that are identified in an executed Task Order.
 3. The Contractor shall be reimbursed for actual travel expenses incurred in the performance of this work, including the use of private cars at the rate not to exceed that currently authorized for State employees under State Department of Personnel Administration rules. In addition, contractor's personnel shall be reimbursed for per diem expenses at a rate not to exceed that currently authorized for State employees under State Department of Personnel Administration rules.
 4. The Contractor shall not commence performance of work or services until this contract has been approved by the City and State and notification to proceed has

been issued by the City and State's Contract Manager. No payment will be made for any work performed prior to approval of this contract.

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

D. 1. The Contractor shall perform the work contemplated with resources available within its own organization and no portion of work pertinent to this contract shall be subcontracted without written authorization by the State's or City's Contract Manager, except that which is expressly identified in the Contractor's Cost Proposal.

2. Any subcontract in excess of \$25,000, entered into as a result of this contract, shall contain all provisions stipulated in this contract to be applicable to subcontractors.

3. Any substitution of subcontractors must be approved in writing by State's or City's Contract Manager.

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

E. 1. Prior authorization in writing by the City's Contract Manager shall be required before the Contractor enters into any non-budgeted purchase order or subcontract exceeding \$500 for supplies, equipment, or consultant services. The Contractor shall provide the necessity or desirability of incurring such costs.

2. For purchase of any item, service or consulting work not covered in the Contractor's Cost Proposal and exceeding \$500, with prior authorization by the City's Contract Manager, three competitive quotations must be submitted with the request or the absence of bidding must be adequately justified.

3. Any equipment purchased as a result of this contract is subject to the following. The Contractor shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least one year or more and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, the City shall receive a proper refund or credit. At the conclusion of the contract or if the contract is terminated, the Contractor may either keep the equipment and credit the City in an amount equal to its fair market value or sell such equipment at the best price obtainable, at a public or private sale, in accordance with established State and City procedures, and credit the City in an amount equal to the sales price. If the Contractor elects to keep the equipment, the fair market value shall be determined, at the Contractor's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to the City, State and the Contractor. If it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by the State.

4. CFR 49, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.

5. Any subcontract entered into as a result of this contract shall contain all the provisions of this article.

F. In accordance with Public Contract Code Section 10296, a contractor who is not a public entity, by signing this contract, hereby swears under penalty that no more than one final, unappealable finding of contempt of court by a Federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of a Federal court that orders the Contractor to comply with an order of the National Labor Relations Board.

G. It is understood and agreed that the contract's not-to-exceed amount is an estimate and that City of Sacramento will pay only for those services actually rendered as authorized by the Contract Manager or his/her designee.

H. The Contractor shall not commence performance of work or services until this contract has been approved by the City and State and notification to proceed has been issued by City and State's Contract Manager. No payment will be made for approval of this contract.

I. 1. For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable, and other matters connected with the performance of the contract pursuant to Government Code 8546.7, the Contractor, subcontractors, the City of Sacramento and the State shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the cost of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The City of Sacramento, the State, the State Auditor, FHWA or duly authorized representative shall have access to any books, records, and documents of the Contractor that are pertinent to the contract for audits examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

2. Any subcontract entered into as a result of this contract shall contain all the provisions this article.

J. Introduction Under Early Termination

1. Within 30 days of the date the consultant is notified of early termination for the convenience of the City of Sacramento, the consultant shall prepare and submit to the Contract Manager for approval, two separate supplemental cost proposals:
1) A final revised cost proposal for all project-related costs to the revised

termination date, and 2) A cost proposal specifically addressing the termination settlement costs only.

2. The consultant's final revised cost proposal and termination settlement shall reflect any work that is not covered by the executed original contract or executed contract amendment(s) and should reflect the reduced level of effort resulting from the early termination, if applicable.
3. Project-related documents shall be described, listed and identified as part of the final revised cost proposal. Project related documents shall include all documentation that are incomplete and final form and which have been accepted as complete by the City of Sacramento, or documents in draft and/or incomplete form for those deliverables which are in progress by the consultant and have not been accepted as complete.

A. Consultant's Reports Under Early Termination

Upon notice of early termination consultant shall provide all project related correspondence required as part of the Consultant's scope of services. All documents must be received and accepted before the settlement costs invoice is paid.

B. Invoice Submittal Under Early Termination

Separate final invoices for project-related costs and termination settlement cost shall be submitted no later than thirty (30) calendar days after the date acceptance of the final cost proposal by the Contract Manager. Invoices shall be submitted in accordance with Exhibit B.

C. Expenses Payable Under Early Termination

The invoice for termination settlement cost shall contain the following, to the extent they are applicable. Lease termination cost for equipment and facilities approved under the terms of the contract: equipment salvage costs for equipment valued over \$500; rental cost for unexpired leases, less than the residual value of the lease; cost of alterations and reasonable restorations required by the lease, settlement expenses, e.g., accounting, legal, clerical, storage, transportation, protection, and disposition of property acquired or produced under the contract; indirect cost, such as payroll taxes, fringe benefit, occupancy costs, immediate supervision related to wages and salaries, incurred as settlement costs.

D. Termination issues for Subconsultants, Materialmen, Etc.

The consultant shall notify any subconsultant and service vendor providing service under this contract of the early termination date of this contract. Failure to notify any subcontractor and service vendor shall result in the

consultant being liable for the termination cost incurred by any subcontractor and service or supply vendor for work performed under this contract except those specifically agreed to in the termination notice to the consultant.

E. Cost Principals Under Early Termination

Termination settlement expenses reimbursed in accordance with CFR 48, Federal Acquisitions Regulations System, Chapter 1, Part 31. Subpart 313205-42 (c) dealing with the Initial Costs are not applicable to architectural and engineering contract terminations.

F. Adjustment of Fixed Fee Under Early Termination

The fixed fee will be adjusted as determined by the Contract Manager in accordance with the guidelines Established in CFR 48 Chapter 1, Section 49.305-1.

G. Disputes Under Early Termination Conditions

Disputes under early termination conditions shall be resolved in accordance with the City's dispute resolution process.

(NAME OF SUBCONSULTANT(s)): .

1. The proposed hourly rate shall be adjusted to reflect the actual hourly rates of individual(s) who will be working on the project.
2. The contractor shall adjust the proposed indirect rate to the audited provisional rate of 10-H percent. (NOTED ON 10-H)
3. The Other Direct Costs for vehicles shall be changed to reflect the audited rate of NA per month.

EXHIBIT G

SPECIAL PROVISIONS (ENGINEERING DESIGN)

1. Record Retention

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

2. Accuracy and Completeness

The Consultant has total responsibility for the accuracy and completeness of the investigations, calculations, reports, plans and related designs, specifications, and estimates prepared for the Project and shall check all such material accordingly. The plans will be reviewed by City for conformity with Project objectives and compliance with City Standards. Reviews by City do NOT include the detailed review or checking of major design components and related details or the accuracy with which such designs are depicted on the plans. The responsibility for accuracy and completeness of such items remains solely with the Consultant. Specifically included is the Consultant's responsibility to comply with all requirements of the Americans with Disabilities Act.

The Consultant shall provide an independent analysis of all structural computations and plans submitted to the City. The independent analysis shall be performed by an engineer licensed in the appropriate discipline. The signature of the checker shall appear on all plan sheets.

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

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

3. Professional Seal

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

4. Sole Source Materials or Equipment

The Consultant or its subcontractors shall not incorporate in the design any materials or equipment of single or sole source origin without prior written approval of the City.

5. Documentation

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

6. Ownership of Documents

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

7. Copyrights

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

8. Changes in Work

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

9. Construction Plans and Specifications

All construction plans prepared in accordance with this Agreement shall be ink on mylar drawings.

All construction specifications prepared in accordance with this Agreement shall be submitted in final form to the City on 3.5" - diskette using "Word 6.0/95" or higher software in addition to the required paper copies.

Exhibit 10-Q Disclosure of Lobbying Activities

DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

| | | | | | |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------|---------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------|--------------------------------------------|
| 1. Type of Federal Action: | | 2. Status of Federal Action: | | 3. Report Type: | |
| <input type="checkbox"/> a. contract | <input type="checkbox"/> b. grant | <input type="checkbox"/> c. cooperative agreement | <input type="checkbox"/> d. loan | <input type="checkbox"/> e. loan guarantee | <input type="checkbox"/> f. loan insurance |
| <input type="checkbox"/> a. bid/offer/application | <input type="checkbox"/> b. initial award | <input type="checkbox"/> c. post-award | | <input type="checkbox"/> a. initial | |
| | | | <input type="checkbox"/> b. material change | | |
| | | | For Material Change Only: | | |
| | | | year _____ quarter _____ | | |
| | | | date of last report _____ | | |
| 4. Name and Address of Reporting Entity | | | 5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: | | |
| <input type="checkbox"/> Prime | <input type="checkbox"/> Subawardee | | Tier _____, if known | | |
| Congressional District, if known _____ | | | Congressional District, if known _____ | | |
| 6. Federal Department/Agency: | | | 7. Federal Program Name/Description: | | |
| | | | CFDA Number, if applicable _____ | | |
| 8. Federal Action Number, if known: | | | 9. Award Amount, if known: | | |
| N/A | | | | | |
| 10. a. Name and Address of Lobby Entity (If individual, last name, first name, MI) | | | b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI) | | |
| (attach Continuation Sheet(s) if necessary) | | | | | |
| 11. Amount of Payment (check all that apply) | | | 13. Type of Payment (check all that apply) | | |
| \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned | | | <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify _____ | | |
| 12. Form of Payment (check all that apply): | | | | | |
| <input type="checkbox"/> a. cash | | | | | |
| <input type="checkbox"/> b. in-kind; specify: nature _____ | | | | | |
| Value _____ | | | | | |
| 14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11: | | | | | |
| (attach Continuation Sheet(s) if necessary) | | | | | |
| 15. Continuation Sheet(s) attached: Yes <input type="checkbox"/> No <input type="checkbox"/> | | | | | |
| 16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. | | | Signature: _____ | | |
| | | | Print Name: _____ | | |
| | | | Title: _____ | | |
| | | | Telephone No.: _____ Date: _____ | | |
| | | | Authorized for Local Reproduction | | |
| | | | Standard Form - LLL | | |
| Federal Use Only: | | | | | |

Standard Form LLL Rev. 04-28-06

Exhibit 10-01 Local Agency Proposer UDBE Commitment (Consultant Contracts)

| NOTE: PLEASE REFER TO INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM | | | | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|-----------------------------------|-------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| LOCAL AGENCY: <u>City of Sacramento</u> | | LOCATION: <u>Sacramento, CA</u> | | |
| PROJECT DESCRIPTION: <u>Valley Depot Retrofit Material Sampling and Testing Services (PN T15029003)</u> | | | | |
| TOTAL CONTRACT AMOUNT: \$ <u>NTE 152,769.00</u> | | | | |
| PROPOSAL DATE: <u>9/6/11</u> | | | | |
| PROPOSER'S NAME: <u>RMA Group</u> | | | | |
| WORK ITEM NO. | DESCRIPTION OR SERVICES TO BE SUBCONTRACTED (or contracted if the proposer is a UDBE) | UDBE CERT NO. AND EXPIRATION DATE | NAME OF EACH UDBE (Must be certified at the time proposals are due - include UDBE address and phone number) | PERCENT PARTICIPATION UDBE |
| | Materials and Soils Testing | 32109 (DBE) | Inspection Services, Inc. | \$3,360.92 |
| | | 3/1/2015 | 1798 University Ave. | |
| | | WMBE | Berkeley, CA 94703-1514 | |
| | | 95DN0030 | phone: 415.243.3265 | |
| | | 9/10/13 | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| For Local Agency to Complete: Local Agency Proposal Number: _____ Federal-aid Project Number: _____ Federal Share: _____ Contract Award Date: _____ Local Agency certifies that all UDBE certifications have been verified and information is complete and accurate. <u>Jose Ledesma</u> _____ Print Name Signature Date Local Agency Representative (Area Code) Telephone Number: <u>916-808-8145</u> | | | Total Claimed UDBE Commitment \$ <u>3,360.92</u> <u>2.2</u> % | _____ Signature of Proposer <u>9/6/2011</u> _____ Date (Area Code) Tel. No. <u>909.989.1751</u> <u>Ed Lyon, PE GE</u> Person to Contact (Please Type or Print) Local Agency Proposer UDBE Commitment (Consultant Contracts) (Rev 6/27/09) |

Distribution: (1) Original – Local agency files

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

DESCRIPTIONS (Continued from Page 1)

and Non-Contributory per the attached endorsement form 22-111 01/07. Additional Insured status applies in regard to the Automobile Liability policy per the attached endorsement form GECA701 01/07.

| | | | |
|----------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------|--------------------------------|--|
| Policy Number: CBP8714680 | | Effective: 10/01/10 - 10/01/11 | |
| Coverage Is Provided In PEERLESS INSURANCE COMPANY - A STOCK COMPANY | | | |
| Named Insured: RMA GROUP INC RMA GROUP OF NORTHERN CALIFORNIA INC | Agent: HUB INT'L INSURANCE SERVICES I NC Agent Code: 4292872 Agent Phone: (951)-788-8500 | | |

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

| Name Of Additional Insured Person(s) Or Organization(s): | Location(s) Of Covered Operations |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------|
| ANY PERSON OR ORGANIZATION WHEN YOU AND SUCH PERSON OR ORGANIZATION HAVE AGREED IN WRITING IN A CONTRACT, AGREEMENT OR PERMIT THAT SUCH PERSON OR ORGANIZATION BE ADDED AS AN ADDITIONAL INSURED ON YOUR POLICY | |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | |

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

| | |
|-------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------|
| Policy Number: CBP8714680 10/01/2010 - 10/01/2011 | |
| Coverage Is Provided In PEERLESS INSURANCE COMPANY - A STOCK COMPANY | |
| Named Insured: RMA GROUP INC RMA GROUP OF NORTHERN CALIFORNIA INC | Agent: HUB INT'L INSURANCE SERVICES I NC Agent Code: 4292872 Agent Phone: (951)-788-8500 |

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

ANY PERSON OR ORGANIZATION WHEN YOU AND SUCH PERSON OR ORGANIZATION HAVE AGREED IN WRITING IN A CONTRACT, AGREEMENT OR PERMIT THAT SUCH PERSON OR ORGANIZATION BE ADDED AS AN ADDITIONAL INSURED ON YOUR POLICY

Location And Description Of Completed Operations:

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

RMA GROUP INC
RMA GROUP OF NORTHERN CALIFORNIA INC
POLICY NUMBER: CBP8714680
10/01/2010 - 10/01/2011

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following is added to provision a. Primary Insurance of paragraph 4. Other Insurance under SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

However, when an additional insured has been added to this Coverage Part by attachment of an endorsement, we will not seek contribution from the "additional insured's own insurance" provided that:

- (1) You and the additional insured have agreed in a written contract that this insurance is primary and non-contributory; and
- (2) The "bodily injury" or "property damage" occurs, or the "personal and advertising injury" is committed, subsequent to the execution of such contract.

B. For the purposes of this endorsement the following is added to SECTION V – DEFINITIONS:

"Additional insured's own insurance" means other insurance for which the additional insured is designated as a Named Insured.

COMMERCIAL AUTO GOLD ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SECTION II - LIABILITY COVERAGE

A. COVERAGE

1. WHO IS AN INSURED

The following is added:

- d. Any organization, other than a partnership or joint venture, over which you maintain ownership or a majority interest on the effective date of this Coverage Form, if there is no similar insurance available to that organization.
- e. Any organization you newly acquire or form other than a partnership or joint venture, and over which you maintain ownership of a majority interest. However, coverage under this provision does not apply:
 - (1) If there is similar insurance or a self-insured retention plan available to that organization; or
 - (2) To "bodily injury" or "property damage" that occurred before you acquired or formed the organization.
- f. Any volunteer or employee of yours while using a covered "auto" you do not own, hire or borrow in your business or your personal affairs. Insurance provided by this endorsement is excess over any other insurance available to any volunteer or employee.
- g. Any person, organization, trustee, estate or governmental entity with respect to the operation, maintenance or use of a covered "auto" by an insured, if:
 - (1) You are obligated to add that person, organization, trustee, estate or governmental entity as an additional insured to this policy by:
 - (a) an expressed provision of an "insured contract", or written agreement; or
 - (b) an expressed condition of a written permit issued to you by a governmental or public authority.
 - (2) The "bodily injury" or "property damage" is caused by an "accident" which takes place after:
 - (a) You executed the "insured contract" or written agreement; or
 - (b) the permit has been issued to you.

2. COVERAGE EXTENSIONS

a. Supplementary Payments.

Subparagraphs (2) and (4) are amended as follows:

(2) Up to \$2500 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the "Insured" at our request, including actual loss of earning up to \$500 a day because of time off from work.

SECTION III - PHYSICAL DAMAGE COVERAGE

A. COVERAGE

The following is added:

5. Hired Auto Physical Damage

or a. Any "auto" you lease, hire, rent or borrow from someone other than your employees or partners members of their household is a covered "auto" for each of your physical damage coverages.

b. The most we will pay for "loss" in any one "accident" is the smallest of:

(1) \$50,000

(2) The actual cash value of the damaged or stolen property as of the time of the "loss"; or

(3) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

If you are liable for the "accident", we will also pay up to \$500 per "accident" for the actual loss of use to the owner of the covered "auto".

c. Our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by an amount that is equal to the amount of the largest deductible shown for any owned "auto" for that coverage. However, any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

d. For this coverage, the insurance provided is primary for any covered "auto" you hire without a driver and excess over any other collectible insurance for any covered "auto" that you hire with a driver.

6. Rental Reimbursement Coverage

based on the rental of a comparable vehicle, which in many cases may be substantially less than \$75 per day, and will only be allowed for a period of time it should take to repair or replace the vehicle with reasonable speed and similar quality, up to a maximum of 30 days. We will also pay up to \$500 for reasonable and necessary expenses incurred by you to remove and replace your materials and equipment from the covered "auto".

If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided under paragraph 4. **Coverage Extension.**

7. Lease Gap Coverage

If a long-term leased "auto" is a covered "auto" and the lessor is named as an Additional Insured - Lessor, In the event of a total loss, we will pay your additional legal obligation to the lessor for any difference between the actual cash value of the "auto" at the time of the loss and the "outstanding balance" of the lease.

"Outstanding balance" means the amount you owe on the lease at the time of loss less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; and lease termination fees.

B. EXCLUSIONS

The following is added to Paragraph 3

The exclusion for "loss" caused by or resulting from mechanical or electrical breakdown does not apply to the accidental discharge of an airbag.

Paragraph 4 is replaced with the following:

4. We will not pay for "loss" to any of the following:

- a. Tapes, records, disks or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.
- b. Equipment designed or used for the detection or location of radar.
- c. Any electronic equipment that receives or transmits audio, visual or data signals.

Exclusion 4.c does not apply to:

- (1) Electronic equipment that receives or transmits audio, visual or data signals, whether or not designed solely for the reproduction of sound, if the equipment is permanently installed in the covered "auto" at the time of the "loss" and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto"; or
- (2) Any other electronic equipment that is:
 - (a) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system; or
 - (b) An integral part of the same unit housing any sound reproducing equipment described in (1) above and permanently installed in the opening of the dash or console of the covered "auto" normally used by the manufacturer for installation of a radio.

D. DEDUCTIBLE

The following is added: No deductible applies to glass damage if the glass is repaired rather than replaced.

SECTION IV. BUSINESS AUTO CONDITIONS

A. LOSS CONDITIONS

Item 2.a. and b. are replaced with:

2. Duties In The Event of Accident, Claim, Suit, or Loss

- a. You must promptly notify us. Your duty to promptly notify us is effective when any of your executive officers, partners, members, or legal representatives is aware of the accident, claim, "suit", or loss. Knowledge of an accident, claim, "suit", or loss, by other employee(s) does not imply you also have such knowledge.
- b. To the extent possible, notice to us should include:
 - (1) How, when and where the accident or loss took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the accident or loss.

The following is added to **5**.

We waive any right of recovery we may have against any additional insured under **Coverage A. 1. Who Is An Insured g.**, but only as respects loss arising out of the operation, maintenance or use of a covered "auto" pursuant to the provisions of the "insured contract", written agreement, or permit.

B. GENERAL CONDITIONS

9. is added

9. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Your unintentional failure to disclose any hazards existing at the effective date of your policy will not prejudice the coverage afforded. However, we have the right to collect additional premium for any such hazard.

COMMON POLICY CONDITIONS

2.b. is replaced by the following:

- b. 60 days before the effective date of cancellation if we cancel for any other reason.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)

9/7/2011

PRODUCER
 Dealey, Renton & Associates
 199 S Los Robles Ave Ste 540
 Pasadena, CA 91101
 626 844-3070

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

INSURERS AFFORDING COVERAGE

INSURED
 RMA Group, Inc.
 12130 Santa Margarita Court
 Rancho Cucamonga, CA 91730

INSURER A: Zurich American Insurance Company
 INSURER B:
 INSURER C:
 INSURER D:
 INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS | | | | | | | | |
|-----------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|----------------------------------|-----------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|--------|--------------------|----|----------------------------|----|-----------------------------|----|
| | GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | | EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ | | | | | | | | |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ | | | | | | | | |
| | GARAGE LIABILITY <input type="checkbox"/> ANY AUTO | | | | AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$ | | | | | | | | |
| | EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$ | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ | | | | | | | | |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | <table border="1"> <tr> <td>WC STATU-TORY LIMITS</td> <td>OTH-ER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </table> | WC STATU-TORY LIMITS | OTH-ER | E.L. EACH ACCIDENT | \$ | E.L. DISEASE - EA EMPLOYEE | \$ | E.L. DISEASE - POLICY LIMIT | \$ |
| WC STATU-TORY LIMITS | OTH-ER | | | | | | | | | | | | |
| E.L. EACH ACCIDENT | \$ | | | | | | | | | | | | |
| E.L. DISEASE - EA EMPLOYEE | \$ | | | | | | | | | | | | |
| E.L. DISEASE - POLICY LIMIT | \$ | | | | | | | | | | | | |
| A | OTHER Professional Liability | EOC921701305 | 12/10/2010 | 12/10/2011 | \$1,000,000 Per Claim \$1,000,000 Annl Aggregate | | | | | | | | |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 Re: RMA Proj. #11-654-0, Valley Depot Retrofit Material Sampling Testing Services; Proj. #T15029003

| | | |
|-----------------------------------------------------------------------------|--------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| CERTIFICATE HOLDER | ADDITIONAL INSURED; INSURER LETTER: | CANCELLATION 10 Day Notice for Non-Paymnt of Prem |
| City of Sacramento 915 I Street Room 2000 Sacramento CA 95814-2700 | | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. AUTHORIZED REPRESENTATIVE <i>Sandy Peters</i> |



P.O. BOX 420807, SAN FRANCISCO, CA 94142-0807

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 09-08-2011

GROUP:
POLICY NUMBER: 1960734-2011
CERTIFICATE ID: 759
CERTIFICATE EXPIRES: 05-01-2012
05-01-2011/05-01-2012

CITY OF SACRAMENTO
915 I ST STE 2000
SACRAMENTO CA 95814-2616

SK

JOB:RMA PROJECT 11-854-0
SACRAMENTO VALLEY DEPOT RETROFIT

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 30 days advance written notice to the employer.

We will also give you 30 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.

James Neary
Authorized Representative

Thomas E. Rowe
President and CEO

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

ENDORSEMENT #2065 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 05-02-2011 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

EMPLOYER

RMA GROUP AND/OR RMA GROUP OF NORTHERN CALIFORNIA, INC
12130 SANTA MARGARITA CT
RANCHO CUCAMONGA CA 91730

SK

[B16,SK]



P.O. BOX 420807, SAN FRANCISCO, CA 94142-0807

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 09-06-2011

GROUP:
POLICY NUMBER: 1980734-2011
CERTIFICATE ID: 759
CERTIFICATE EXPIRES: 05-01-2012
05-01-2011/05-01-2012

CITY OF SACRAMENTO
915 I ST STE 2000
SACRAMENTO CA 95814-2816

SK

JOB:RMA PROJECT 11-854-0
SACRAMENTO VALLEY DEPOT RETROFIT

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 30 days advance written notice to the employer.

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This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.

James Neary
Authorized Representative

Thomas E. Rome
President and CEO

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

ENDORSEMENT #2065 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 05-02-2011 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

EMPLOYER

RMA GROUP AND/OR RMA GROUP OF NORTHERN CALIFORNIA, INC
12130 SANTA MARGARITA CT
RANCHO CUCAMONGA CA 91730 SK

[B16,SK]

Request for Taxpayer Identification Number and Certification

**Give form to the
 requester. Do not
 send to the IRS.**

Print or type
See Specific Instructions on page 2.

| | |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|
| Name (as shown on your income tax return) R M A Group, Inc. | |
| Business name, if different from above | |
| Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶ | |
| Address (number, street, and apt. or suite no.) 12130 Santa Margarita Court | Requester's name and address (optional) |
| City, state, and ZIP code Rancho Cucamonga, CA 91730 | |
| List account number(s) here (optional) | |

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

| |
|--------------------------------|
| Social security number |
| or |
| Employer identification number |
| 95 2657590 |

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

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

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

Sign Here Signature of U.S. person ▶ *Deanna* Date ▶ 8/30/11

General Instructions

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

Purpose of Form

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

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

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

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

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

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

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

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

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

Withholding Exemption Certificate

2011

(This form can only be used to certify exemption from nonresident withholding under California Revenue and Taxation Code (R&TC) Section 18662. Do not use this form for exemption from wage withholding.)

590

File this form with your withholding agent. (Please type or print)

Withholding agent's name

City of Sacramento Department of Transportation

Payee's name

Payee's SSN or ITIN
 SOS file no. CA corp. no. FEIN

95-2657590

Address (number and street, PO Box, or PMB no.)
12130 Santa Margarita Court

Apt. no./ Ste. no.

City
Rancho Cucamonga

State ZIP Code
CA 91730

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

I certify that for the reasons checked below, the payee named on this form is exempt from the California income tax withholding requirement on payment(s) made to the entity or individual.

Individuals — Certification of Residency:

I am a resident of California and I reside at the address shown above. If I become a nonresident at any time, I will promptly notify the withholding agent. See instructions for General Information D, Who is a Resident, for the definition of a resident.

Corporations:

The above-named corporation has a permanent place of business in California at the address shown above or is qualified through the California Secretary of State (SOS) to do business in California. The corporation will file a California tax return and withhold on payments of California source income to nonresidents when required. If this corporation ceases to have a permanent place of business in California or ceases to do any of the above, I will promptly notify the withholding agent. See instructions for General Information F, What is a Permanent Place of Business, for the definition of permanent place of business.

Partnerships or limited liability companies (LLC):

The above-named partnership or LLC has a permanent place of business in California at the address shown above or is registered with the California SOS, and is subject to the laws of California. The partnership or LLC will file a California tax return and will withhold on foreign and domestic nonresident partners or members when required. If the partnership or LLC ceases to do any of the above, I will promptly inform the withholding agent. For withholding purposes, a limited liability partnership (LLP) is treated like any other partnership.

Tax-Exempt Entities:

The above-named entity is exempt from tax under California Revenue and Taxation Code (R&TC) Section 23701 _____ (insert letter) or Internal Revenue Code Section 501(c) _____ (insert number). The tax-exempt entity will withhold on payments of California source income to nonresidents when required. If this entity ceases to be exempt from tax, I will promptly notify the withholding agent. Individuals cannot be tax-exempt entities.

Insurance Companies, Individual Retirement Arrangements (IRAs), or Qualified Pension/Profit Sharing Plans:

The above-named entity is an insurance company, IRA, or a federally qualified pension or profit-sharing plan.

California Trusts:

At least one trustee and one noncontingent beneficiary of the above-named trust is a California resident. The trust will file a California fiduciary tax return and will withhold on foreign and domestic nonresident beneficiaries when required. If the trustee becomes a nonresident at any time, I will promptly notify the withholding agent.

Estates — Certification of Residency of Deceased Person:

I am the executor of the above-named person's estate. The decedent was a California resident at the time of death. The estate will file a California fiduciary tax return and will withhold on foreign and domestic nonresident beneficiaries when required.

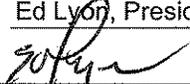
Nonmilitary Spouse of a Military Servicemember:

I am a nonmilitary spouse of a military servicemember and I meet the Military Spouse Residency Relief Act (MSRRA) requirements. See instructions for General Information E, MSRRA.

CERTIFICATE: Please complete and sign below.

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

Payee's name and title (type or print) Ed Lyon, President Daytime telephone no. 909-989-1751

Payee's signature ►  Date 9/6/2011



**CITY OF SACRAMENTO
BUSINESS OPERATIONS TAX CERTIFICATE**

1002891

1002891

Business Name RMA GROUP INC
Business Address 3150 FITZGERALD RD
Owner ED L P LYON
Type of Business ENGINEERING CONSULTANTS
Tax Classification 402A

FROM TO
Mo. Day Yr. Mo. Day Yr.
01/01/2011 12/31/2011

CITY OF SACRAMENTO Expires

TOTAL PAID: \$330.00

RMA GROUP INC
12130 SANTA MARGARITA CT
RANCHO CUCCAMONGA, CA 91730-6138

JAN 13 3PM
VOID
IF NOT
VALIDATED

This certificate is not to be construed as a business license or imply that the City of Sacramento has investigated, or approves or recommends, the holder of this certificate. Any representation to the contrary is fraudulent. (This certificate must be renewed within 30 days of expiration).

THIS STUB MAY BE
FOLDED/DETACHED
BEFORE POSTING