



City of Sacramento City Council

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

Meeting Date: 8/14/2012

Report Type: Consent

Title: Contract: Labor Compliance Program Supplemental Services

Report ID: 2012-00677

Location: Citywide

Recommendation: Pass a Motion: 1) awarding a one-year contract with a one-year renewal option to Parsons Brinckerhoff, Inc. for labor compliance program services in an amount not to exceed \$247,050 for the potential two-year period; and 2) authorizing the City Manager or City Manager's designee to execute the contract specified above and to enter into the above renewal option provided there are sufficient funds available in the budget adopted for the applicable fiscal year.

Contact: Craig Lymus, Procurement Manager, (916) 808-5524, General Services Department

Presenter: None

Department: General Services Dept

Division: Procurement Services Admin

Dept ID: 13001061

Attachments:

1-Description/Analysis

2-Contract with Parsons Brinckerhoff, Inc.

City Attorney Review

Approved as to Form
Lan Wang
7/31/2012 4:36:52 PM

City Treasurer Review

Reviewed for Impact on Cash and Debt
Russell Fehr
7/26/2012 12:56:16 PM

Approvals/Acknowledgements

Department Director or Designee: Reina Schwartz - 7/31/2012 8:46:41 AM

Description/Analysis

Issue: The City's approved Labor Compliance Program (LCP) requires specific labor compliance field investigation, monitoring, and administrative services for City construction projects subject to state prevailing wage laws and apprenticeship standards. Activities include field interviews with employees, review of certified payroll and apprenticeship documents, investigation of prevailing wage violation complaints, responses to public requests for information, and technical support to staff, management, and contractors. Because of the specialty nature of this work, it is desirable to contract for these services.

Policy Considerations: The recommendations in this report are in accordance with the provisions of City Code Chapter 3.64 for professional services contracts and Resolution No. 2010-346 prohibiting the City from entering into any contract to purchase goods or services from any business or entity headquartered in Arizona.

Economic Impacts: None

Environmental Considerations:

California Environmental Quality Act (CEQA): The recommendations in this report involve the administrative activity of contracting for professional services and are exempt from CEQA review pursuant to CEQA Guidelines Sections 15061(b)(3) and 15378(b)(2).

Sustainability: None

Commission/Committee Action: None

Rationale for Recommendation: The City's approved LCP requires specific labor compliance field investigation, monitoring, and administrative services for City construction projects subject to state prevailing wage laws and apprenticeship standards. Because of the specialty nature of this work, it is desirable to contract for these services.

On March 20, 2012, in accordance with City Code Chapter 3.64, the Department of General Services issued a Request for Proposals No. P12131061007 for LCP supplemental services. The proposals were evaluated by a selection committee comprised of staff from the Department of Utilities, Department of Transportation, Department of Parks and Recreation, Department of General Services, and the Foundation for Fair Contracting. Three responses were received. Parsons Brinckerhoff, Inc. was the highest ranked and responsive respondent.

Financial Considerations: Funding for the recommended contract will be provided by the various capital improvement projects for which the services are performed. Sufficient funding is available in the FY2012/13 capital improvement project budgets for LCP services through June 30, 2013. Services required after June 30, 2013, are subject to funding availability in the budget adopted for the applicable fiscal year. In determining the recommended contract amount, Procurement Services staff and staff from the various City departments expected to use the contract reviewed the expenditure history for this service and also considered future needs.

The estimated annual expenditure amounts are provided in the following table:

LCP Supplemental Services		
Estimated Annual Expenditures		
Year 1	Year 2	Total
\$123,525	\$123,525	\$247,050

Emerging Small Business Development (ESBD): Parsons Brinckerhoff, Inc. is not certified as an emerging/small business.



Requires Council Approval: No YES Meeting: 8/14/12

Real Estate Other Party Signature Needed Recording Requested

General Information

Type: Professional Services Formal Bid-Prof Service	PO Type:	Attachment: Original No.:
\$ Not to Exceed: \$ 247,050 ⁻		Original Doc Number:
Other Party: Parsons Brinckerhoff, Inc.		Certified Copies of Document::
Project Name: Labor Compliance Program (LCP) Supplemental Services		Deed: <input type="checkbox"/> None <input type="checkbox"/> Included <input type="checkbox"/> Separate
Project Number: N/A	Bid Transaction #: P12131061007	E/SBE-DBE-M/WBE: 0

Department Information

Department: General Services Division: Procurement
 Project Mgr: Brenda Kee Supervisor: Craig Lymus
 Contract Services: Tim Hopper Date: 7/30/12 Division Mgr: Craig Lymus
 Phone Number: 808-1923 Org Number: 13001061
 Comment:

Review and Signature Routing

Department	Signature or Initial	Date
Project Mgr:	BK	7/30/12
Accounting:	—	—
Contract Services:	CBF	7/30/12
Supervisor:	CBF	7/30/12
Division Manager:	CBF	7/30/12
City Attorney	Signature or Initial	Date
City Attorney:	AW	7/31/12

Send Interoffice Mail Notify for Pick Up

Authorization	Signature or Initial	Date
Schwartz, Reina Department Director:		
City Mgr: yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		

Contract Cover/Routing Form: Must Accompany ALL Contracts;

For City Clerk Processing	
Finalized:	
Initial:	
Date:	
Imaged:	
Initial:	
Date:	
Received: <small>(City Clerk Stamp Here)</small>	

PROJECT #: P12131061007
PROJECT NAME: Labor Compliance Program (LCP) Supplemental Services
DEPARTMENT: General Services
DIVISION: Procurement

CITY OF SACRAMENTO

PROFESSIONAL SERVICES AGREEMENT *

THIS AGREEMENT is made at Sacramento, California, as of August 14, 2012 by and between the **CITY OF SACRAMENTO**, a municipal corporation ("CITY"), and

Parsons Brinckerhoff, Inc.
2329 Gateway Oaks Drive, Suite 200
Sacramento, CA 95833 29662
Phone:916.567.2500/Fax:916.925.3517

("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

* This form to be used for all professional services, except professional services related to a construction project and professional services performed by licensed architects, landscape architects or professional land surveyors or registered professional engineers.

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: John F. Shirey, 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:

Parsons Brinckerhoff, Inc.
NAME OF FIRM

11-1531569
Federal I.D. No.

900655
State I.D. No.

6392
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

Glenn Sutor, Senior Vice President
Print Name and Title

Additional Signature (*if required*)

Print Name and Title

DECLARATION OF COMPLIANCE
Equal Benefits Ordinance

Name of Contractor: Parsons Brinckerhoff, Inc.

Address: 2329 Gateway Oaks, Suite 200, Sacramento, CA 95833

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

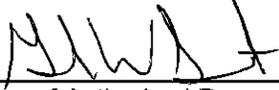
Contractor agrees that if Contractor offers any of the above-listed employee benefits, Contractor will offer those benefits, without discrimination between employees with spouses and employees with domestic partners, and without discrimination between the spouses and domestic partners of such employees.

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

07/27/12

Date

Glenn Suitor

Print Name

Senior Vice President

Title

EXHIBIT A
PROFESSIONAL SERVICES AGREEMENT
SCOPE OF SERVICES

1. Representatives.

The CITY Representative for this Agreement is:

Brenda Kee, Labor Compliance Officer
5730 24th Street, Bldg. #1
Sacramento, CA 95822
Phone:916.808.1923/Fax:916.808.5747/E-mail:bkee@cityofsacramento.org

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

The CONTRACTOR Representative for this Agreement is:

Bruce Rich, Vice President
2329 Gateway Oaks Drive, Suite 200
Sacramento, CA 95833 29662
Phone:916.567.2500/Fax:916.925.3517/E-mail:rich@pbworld.com

All CITY questions pertaining to this Agreement shall be referred to the CONTRACTOR Representative. All correspondence to CONTRACTOR shall be addressed to the address 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 ___ is not x 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. All other sections of proposal number P12131061007 are incorporate into this agreement by reference.
5. **Time of Performance.** The services described herein shall be provided during the period of August 14, 2012 through August 13, 2013. Services may be extended using a one (1) year extension, for one (1) additional year. The initial contract period and extension shall not exceed two (2) years.

Project Approach

Our approach to enforcing federal and state labor compliance requirements is designed to comply with the labor codes and regulations in the most efficient, effective and economical way without impacting the progress of construction.

Parsons Brinckerhoff Transition

Upon contract award, Parsons Brinckerhoff will review any ongoing projects available through LCP Tracker and any paper files and communications that will allow us to be brought up to speed with any issues that have been occurring or are outstanding. Making sure outstanding issues are followed up on and rectified as quickly as possible will be a priority.

For any new projects the City expects, we will review the planned start dates and work with the City staff on reviewing any bid documents for the proper language and prevailing wage determinations so there is no delay due to labor compliance transitions. We are aware that approaching bid advertisement dates can be on short notice and need immediate attention to stay within the project plan. Our staff will make sure bid document review is done in a timely matter and made a priority to keep within the timeframes the City has set.

Upon receipt of the legal advertisement date for any upcoming project, Parsons Brinckerhoff will work with LCP Tracker to get the project up and running so that contractors can begin submitting payrolls and requirements documents as soon as the project is underway.

Proposed Schedule

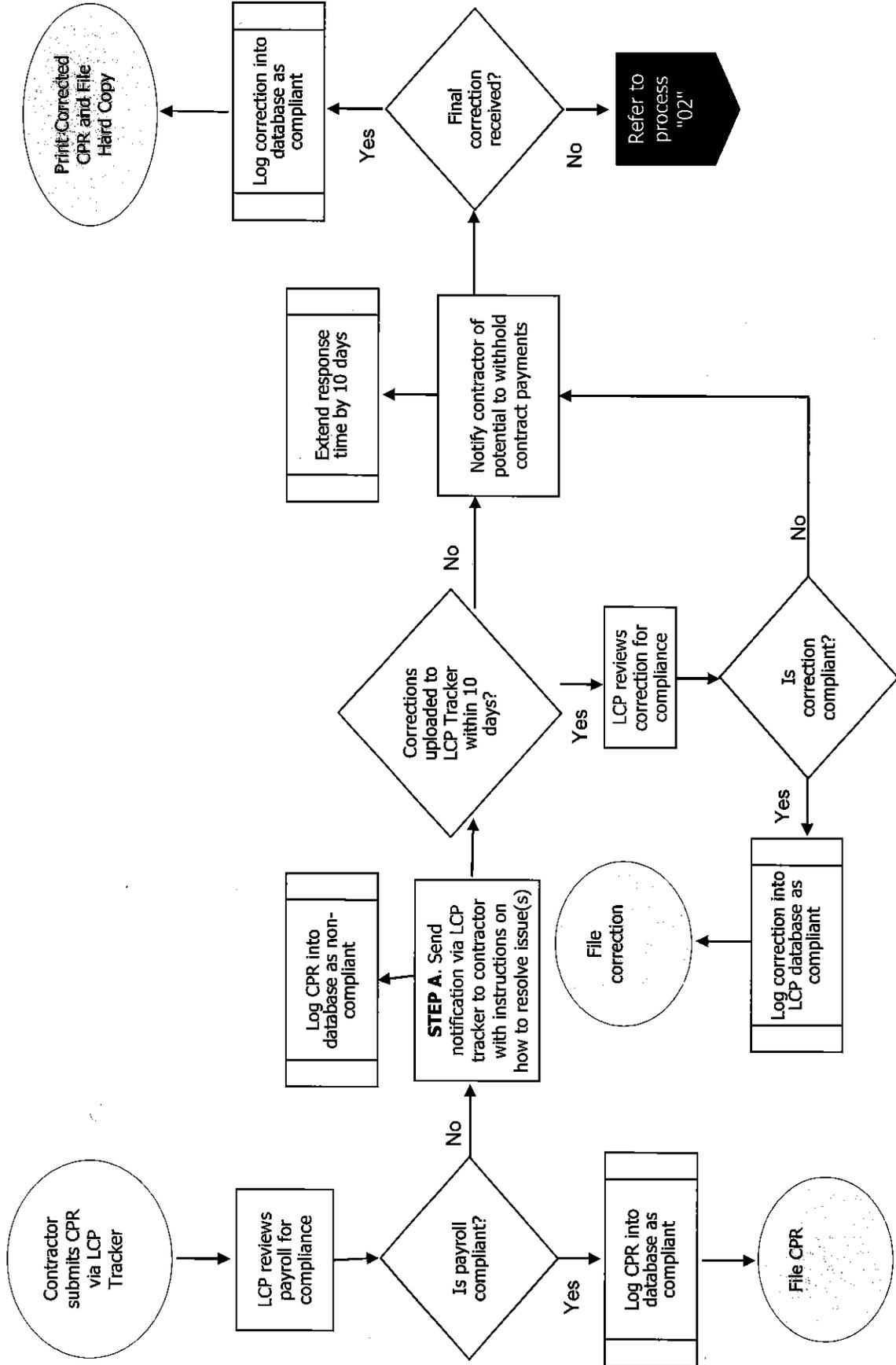
The following flow charts show our plan for implementing labor compliance program augmentation on the City's upcoming projects. These processes and procedures have been successful in keeping compliance in order and projects on schedule since our initial Labor Compliance Program was approved by DIR in 2003. We maintain a thorough review of each contractor and subcontractor on all projects in addition to the use of LCP Tracker.

Our staff will regularly check for certified payroll submissions and enter them into our in-house database with any outstanding issues as they are found. The flow charts illustrate our processes and procedures for:

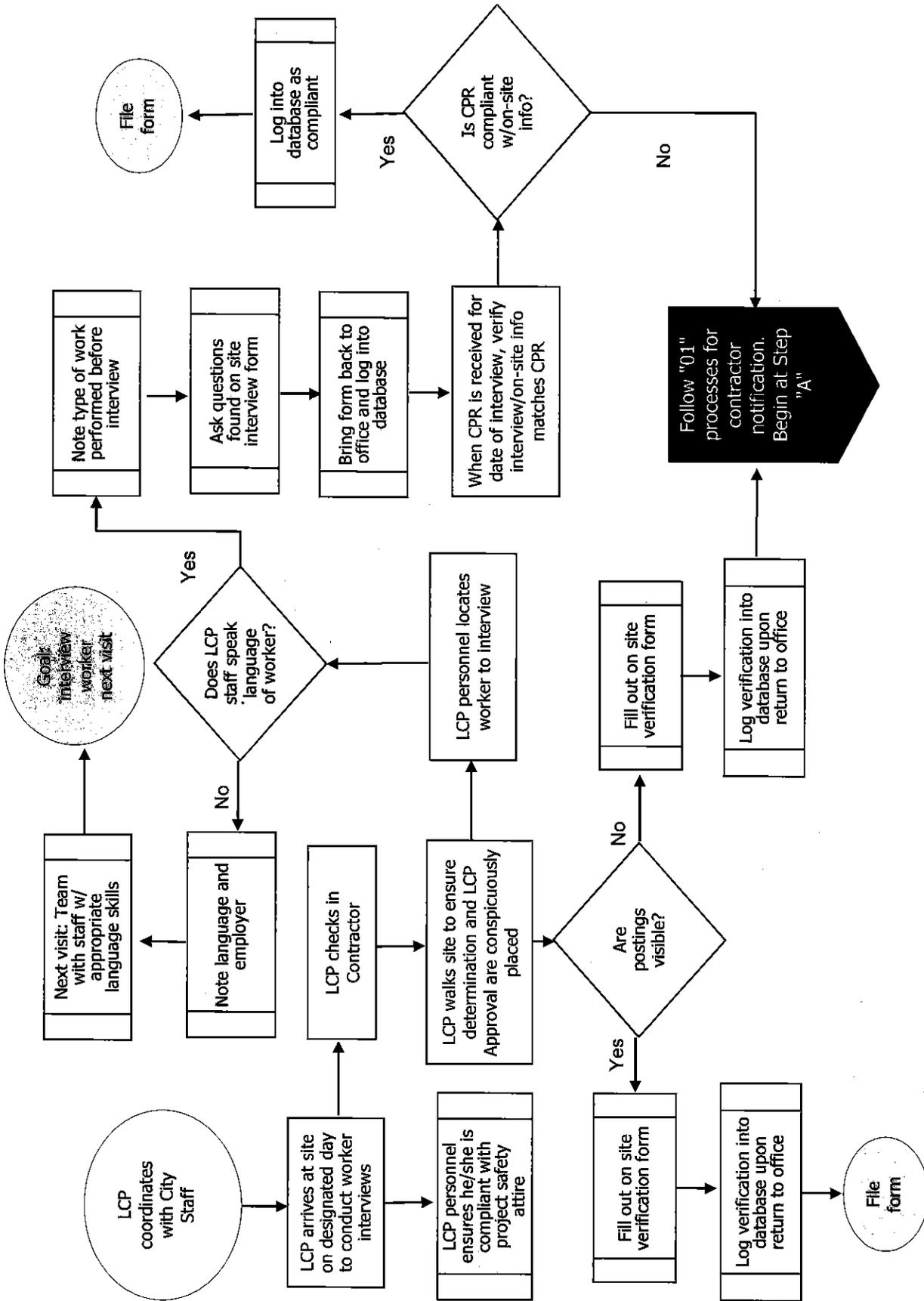
- Certified Payroll Report Reviews
- Deficiency Resolution
- Site Interviews
- Third Party Requests



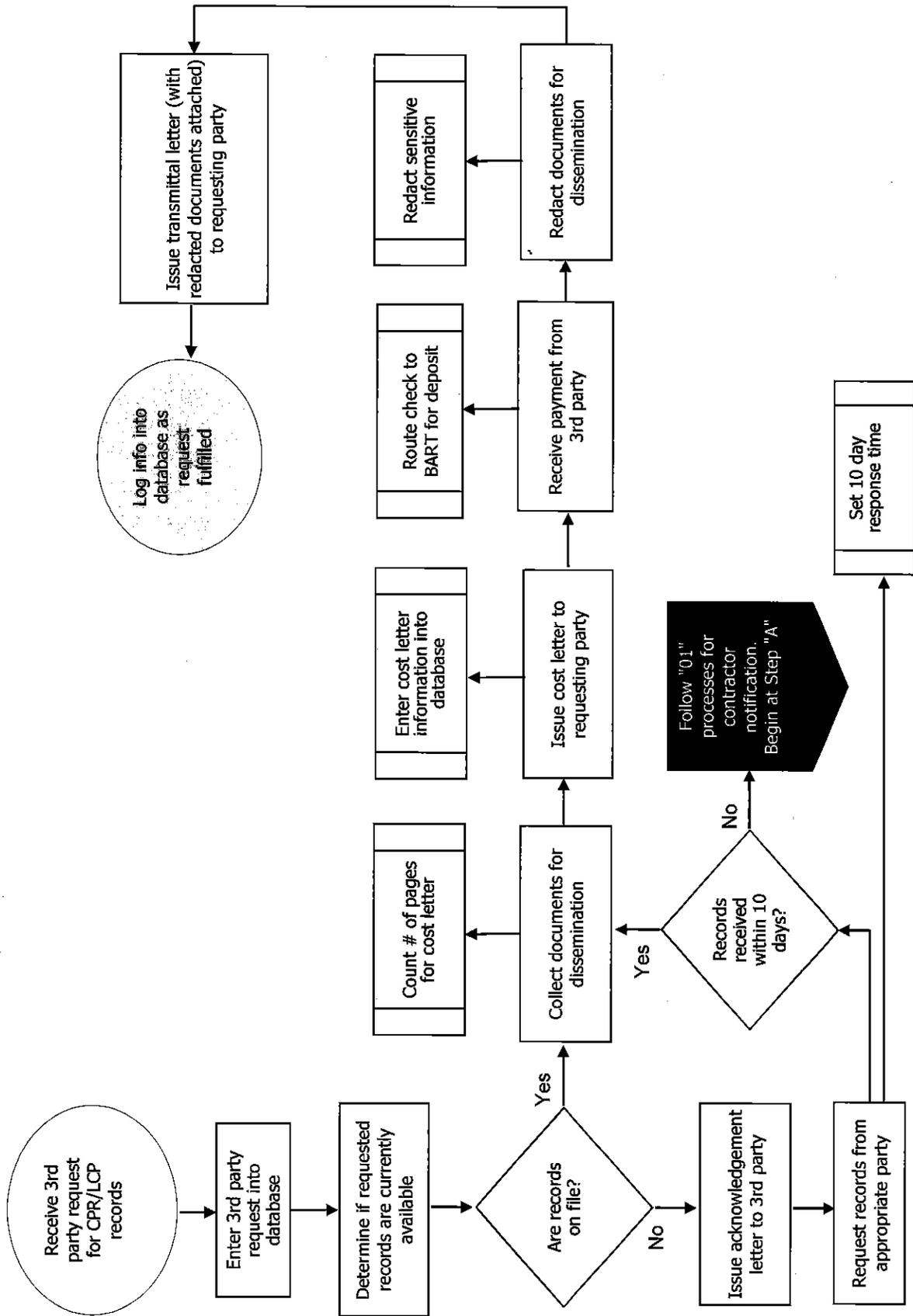
01 - Certified Payroll Report (CPR) Review Process
City of Sacramento - Labor Compliance Program Augmentation



03 - Site Interview Process City of Sacramento - Labor Compliance Program Augmentation



04 - Third Party Request Process
City of Sacramento - Labor Compliance Program Augmentation



Daily Activities

- Check LCP Tracker for new Certified Payroll Report submissions and respond to any issues found
- Correspond with Contractors and Subcontractors regarding issue resolution, as needed

Weekly Activities

- Follow up on outstanding issues that have not been corrected or attempts have not been made (10 days allowable by Labor Code)

Semi-Monthly Activities

- Provide a semi-monthly report to the City staff including: PB's Compliance Tracking Sheet, Outstanding list and Certified Payroll Summary Report from LCP Tracker.

Monthly Activities

- Provide a monthly report to the City staff at the time (beginning or end) specified by the City, including: our Compliance Tracking Sheet, Outstanding list and the Certified Payroll Summary Report from LCP Tracker
- Verify any monthly reports (i.e., Section 3 forms) are completed by contractors, where applicable



Services identified in RFP:

Administrative Services

Timely Review and Processing of Monthly Project Progress Payments

Parsons Brinckerhoff will maintain a log of all on-going projects with a schedule of monthly progress payment processing dates. We will provide the City Project Manager a report timed to match the progress processing date indicating the status of labor compliance reviews and issues along with the status of stop notices and other contract compliance issues. The report will be provided within 3 days of receipt of the Contractor's pay application.

Parsons Brinckerhoff will maintain an in-house database containing the information acquired from LCP Tracker, site interviews and other investigations. The data base will be updated with each review action. Moreover, Parsons Brinckerhoff will maintain a comprehensive list of outstanding deficiencies so that our staff can easily determine whether the project is in compliance. It is important that deficiencies and missing information be documented properly since a contractor's application for payment could be reduced for failure to submit required information, failure to pay prevailing wage or violations to the apprenticeship standards.

Updates on efforts to remedy outstanding issues will be posted on our web based information management system, ProjectSolve, so the information is immediately available to all project team members. City staff will also be included on communication, if desired, with contractors while working through issues.

Facilitate Pre-Bid and Pre-Construction Meetings

Labor compliance staff will be in attendance at the pre-bid and pre-construction meetings and will facilitate the labor compliance portion of each meeting. Our representatives will disseminate information to the contractors through a labor compliance resource handout. We will also be available at the meeting to answer any questions regarding LCP Tracker processes. If any issues arise after these meetings we are available to Contractors as a resource for any questions.

Process Requests for Public Records

Parsons Brinckerhoff will process third party requests for labor compliance information including certified payrolls and general documentation. Our labor compliance staff will follow the procedures as outlined in 8 CCR § 16400 and/or other pertinent language for processing third party requests. This information as well as the records received throughout the life of each project, including certified payrolls, will be maintained in accordance with the City records retention policies.

Process Construction Stop Notices and Releases

We will collect stop notices as they are filed with the City and include their status in our monthly reports. We will update the status monthly, after conferring with the City's Project Manager to determine if they have received either the release or additional bond.



Maintain Contract Services Labor Compliance files and records

In accordance to Government Code, Section 14740, California records Management Program is designed to "Apply efficient and economical management methods to the creation, utilization, maintenance, retention, preservation, and disposal of state records". In accordance with California Labor Code Chapter 1170 the following rules prevailing wage:

Table 1 - Federal and State Prevailing Wage Requirements:

	Federal Requirement	Federal Reference	State Requirement	State Reference
<ul style="list-style-type: none"> Contract number and period each employee was engaged on the contract Detailed pay records for each employee for each day worked Record showing all employees paid prevailing benefits or their equivalent value 	2 years	<i>Davis-Bacon Act</i> (40 U.S.C. Sec 276a-276a-5)	3 years	California Labor Code Chapter 1170
<ul style="list-style-type: none"> Wage and hour records for all "laborers and mechanics" employed in construction and repair of public works facilities Records showing all employees paid at least the prevailing minimum wage Age certificate for each employee under the age of 19 	3 years	<i>Walsh-Healey Act</i> (41 U.S.C. Sec 34-45) <i>Service Contract Act</i>	3 years	California Labor Code Chapter 11

Process Documents for Project Completion

After filing a Notice of Completion, there is a 35 day waiting period to allow payment claims to be filed. PB will carefully monitor any filed claims and recommend appropriate withholdings prior to release of retention. Also during the 35 day period, PB will be working with the Contractor to resolve any outstanding labor compliance or stop notice issues prior to release of retention.



Attend Various Internal and External Meetings

Parsons Brinckerhoff staff will attend meetings as required by the City for labor compliance that might include settlement hearings, project related meetings and other meetings as required by the City.

Prepare Monthly Progress Reports

Parsons Brinckerhoff will maintain open communication with the City to provide for Contractor compliance on all projects. Our labor compliance officer shall submit twice-monthly reports to include briefings on the status of Contractor compliance for each project. This report will contain our database information for review. A key component of our report is the statement of Contractor compliance or a recommendation for withholding of progress payments due to non-compliance. When detailed investigations are being undertaken, labor compliance staff will also outline the violations and the steps taken by Parsons Brinckerhoff to remedy the situation. Parsons Brinckerhoff's labor compliance reports are typically sent by email; however, the method of delivery can be altered to suit the needs of the City.

Coordinate with Department staff in the development of training materials

Parsons Brinckerhoff has developed and implemented an in-house training program for employees new to the Labor Compliance Industry. This training program consists of written materials for familiarization with State compliance requirements as well as our policies and procedures, slideshows, and mock projects for providing "hands-on" experience. In addition to Parsons Brinckerhoff authoring its own training materials and procedures, we have conducted outreach to various school districts and contractors to provide education on compliance requirements on public works projects. Moreover, Parsons Brinckerhoff is fully capable of developing and implementing a plan to train and educate City employees with respect to labor compliance.

Assistance in the Preparation of demographic, labor compliance, project participation and/or services utilization reports

Labor compliance staff will develop reports to suit the needs of the City. Standard reports include final reports of project compliance and the DIR annual labor compliance report as well as federal annual and semi-annual reports. Upon completion of the project, our staff will compile a final report of compliance. This report will certify that Parsons Brinckerhoff has reviewed the certified payrolls submitted by the Contractor and all listed subcontractors for the project. Parsons Brinckerhoff will prepare and submit the required annual report of labor compliance to DIR in accordance with 8 CCR § 16431. Our staff will verify that the report is delivered to DIR within 60 days of the end of the applicable reporting period. Parsons Brinckerhoff will also prepare reports requested by the City including demographic, labor compliance, project participation and/or service utilization reports.

Update of the City's Reference Guide for Construction Contracts

Parsons Brinckerhoff will provide the city with labor compliance language and updates to the labor compliance laws, regulations and requirements as they are known to PB, and as these updates are requested by the city for updates to the City's Reference guide for construction contracts. Parsons Brinckerhoff brings the City experienced staff with a proven approach to managing construction projects;



therefore, our staff has the knowledge and flexibility to offer the following services in conjunction with Labor Compliance Administration:

- Review and Process Monthly Progress Payments
- Process Third Party Requests for Public Records
- Process Stop Notices and Releases
- Process Project Completion Documents
- Attend Internal and External Meetings as Needed
- Update Department Reference Guide for Construction Contracts

Field Investigations

Conduct Employee Interviews

Parsons Brinckerhoff will conduct site interviews and field site visits in the frequency stipulated by state and/or federal requirements. Labor compliance representatives will adhere to the established project safety plan while on-site. Field investigation staff will interview the number of employees from various trades to effectively satisfy compliance needs. The information obtained through site interviews will be compared to Contractor and Subcontractor certified payrolls in order to corroborate information reported through labor compliance documentation. Where discrepancies are found, labor compliance staff will notify the contractor and seek remedy to noted violations.

Due to our offices close proximity to the City office and limits, we will be able to perform site interviews upon request of the City within the timeframe specified as well as the documents delivered in the means and time table requested by the City.

Check and Verify Certification of All Apprentices

Parsons Brinckerhoff will check for registration of each apprentice employed on the site of the public works project. To verify state registration, as defined in Labor Code Section 3077, the labor compliance representative will utilize the Division of Apprenticeship Standards online database to retrieve apprentice certificates. On federally financed projects, apprentices must also be registered in a federally approved program or with a state apprenticeship committee recognized by the United States Department of Labor, Employment and Training Administration, Office of Apprenticeship Training (29 CFR 5.5). Accordingly, Parsons Brinckerhoff will require the contractor and all subcontractors to submit the applicable Davis-Bacon apprenticeship certification to demonstrate compliance with apprenticeship requirements.

Furthermore, Parsons Brinckerhoff will confirm that payment has been made into the applicable training fund.

Review and Verify Contract Specifications, Contractor Submittals, Subcontractors to the Project, and Project Funding Sources

The body awarding any contract for public work is obligated to include specific language in the call for bids, bid specifications, and the contract regarding compliance with California public works labor regulations including prevailing wage rates and Federal Davis-Bacon regulations if federal funds are involved. Parsons



Brinckerhoff works with clients to see that the legal advertisement, bid specs, and contract contains the necessary information and references the implementation of a Labor Compliance Program on the project.

For projects using Federal funds, such as CDBG, EDI or various other sources, Parsons Brinckerhoff can also verify requirements for Section 3 and MBE/WBE requirements are included and enforced on the project.

Interview City and/or Contractor Staff

Parsons Brinckerhoff will perform site interviews and field site visits as stipulated by the state and/or federal requirements. If inconsistencies are found between the information collected on site and certified payroll records, our staff will take the necessary steps and investigations to verify where the issue lies. This may include further interviews by City and/or Contractor Staff to clarify the information we received. If necessary, Inspector Daily Reports can help confirm any discrepancies that may arise.

Randomly Audit Certified Payroll Documents for Correct Payment of Prevailing Wage

It is Parsons Brinckerhoff's standard practice to review each certified payroll report for accuracy. When LCP Tracker is used on a project, these are done less often, however, we believe in continually spot checking certified payroll reports using the online database to verify nothing is out of the ordinary. In addition, each time a site interview is performed, the information collected is compared to that on the certified payroll report to verify compliance. Our continued review of certified payroll reports helps allow our interviews and investigation on site to be based on our knowledge of the records we have previously reviewed.

Prepare First Notice of Wage Investigation

When a payroll is found to be out of compliance by either LCP Tracker or staff reviews, Parsons Brinckerhoff will alert the contractor via LCP Tracker of the violation and steps needed to resolve the issue. Labor compliance staff will work with the contractor to solve the issue(s) and will enforce an appropriate response time that is conducive to both state and federal regulations.

Request that Contractor Provide Corrected Certified Payroll Reports

If certified payroll reports are flagged with violations by LCP Tracker to be incomplete or missing information, our staff will follow up to assure they input the information properly. As submissions begin on a project using LCP Tracker, we find that many violations by LCP Tracker are due to information being inputted incorrectly, especially fringe benefit contributions. We will assist Contractors and Subcontractors in understanding the violation and refer them to the LCP Tracker support staff and trainings, if necessary.

Identify Wage Underpayments

Many wage underpayments are flagged as violations by LCP Tracker. Parsons Brinckerhoff staff also uses our own reviews to verify that proper work classifications are being used and prevailing wages are being properly made.



Prepare a Report for the Contract Service Staff Recommending a Course of Action

Parsons Brinckerhoff will maintain open communication with the City to verify contractor compliance on all projects. Where detailed investigations are being undertaken labor compliance staff will develop a report for the City outlining the violations and the steps taken by Parsons Brinckerhoff to remedy the situation. The report shall include recommendations for withholding and assessment of penalties. Labor compliance staff will also provide bi-weekly briefings on the status of contractor compliance for each project and will provide consulting services to the City and related staff, including the Department of Industrial Relations, where necessary.

Provide Regular Bi-Weekly Briefings and Monthly Progress Reports

Labor compliance staff will provide bi-weekly briefings on the status of contractor compliance for each project and will provide consulting services to the City and related staff, including the Department of Industrial Relations, where necessary.

Consult and Coordinate with City Contract Services Staff, State Department of Industrial Relations (DIR) or Division of Apprenticeship Standards Staff

Parsons Brinckerhoff has been working closely with DIR since our initial approval in 2003. To accomplish project goals and meet compliance requirements, our team works with DIR and its separate entities, including the Division of Labor Standards Enforcement (DLSE), Division of Apprenticeship Standards (DAS) and Division of Labor Statistics and Research (DLSR). We have found that our main interactions with DIR fall under three distinct categories:

Reference: DIR is the authority when it comes to interpreting the labor code and California Code of Regulations. Scenarios may occur when the state's interpretation of compliance language is needed. In instances like these, our team will draw upon DIR's expertise and reach out to our DIR contacts. DIR can provide written clarification to eliminate any uncertainties.

Enforcement: The Divisions of DIR act an enforcement arm during the course of program implementation. There are times when our team will call upon DIR to reinforce our enforcement efforts. Reinforcement is sometimes needed when a contractor or subcontractor debates what the LCP is enforcing. For example, a contractor may dispute paying the prevailing wage rate when their union rates are lower. In cases where there is a conflict between union wages and state wages, our team may sometimes defer to DIR in order to satisfy the contractor. DIR will provide the needed reference services to satisfy difficult contractors and ultimately reinforce our labor compliance team's position.

DIR is also the enforcement agency when issues escalate to the state level. For example, DLSE approves Requests for Forfeiture, mediates settlement, and facilitates hearings to enforce the public works labor codes and regulations. Although Parsons Brinckerhoff works to avoid elevating labor compliance matters to this level, sometimes difficult, unresponsive, and/or willful contractors necessitate working with DIR to properly enforce a LCP.



LCP Oversight: Because LCPs act as an agent of DLSE, PB has reporting obligations to DIR and must also be proactive in maintaining the LCP. As a result, our team communicates with DIR when submitting the required annual labor compliance report and also during any periods of required LCP updates.

Notify Procurement Services of any proposed Consultant or Sub Consultant Personnel Changes

Although we do not anticipate any Personnel Changes, if any do occur, we will give the appropriate notification to City staff, as requested.

Additional Services Available:

Section 3 Monitoring

Parsons Brinckerhoff has developed a Section 3 program for implementation on HUD funded housing rehabilitation, housing construction, or other public construction projects where the grantee's award exceeds \$200,000 and the contract amount exceeds \$100,000. Our services in this capacity will begin during the pre-bid phase of the project to verify that the correct documentation and language is included in the front end documents. Prior to award and during construction, our team collects the appropriate data to verify that concerted efforts are made to meet Section 3 goals, including community outreach by the Contractor and any affected subcontractors. We've developed an internal tracking system to manage pertinent data and track receipt of Section 3 documentation. Parsons Brinckerhoff also creates and submits the annual Section 3 report on behalf of the City.

MBE/WBE Monitoring

HUD assisted projects also come with goals for minority business enterprise and women's business enterprise utilization (MBE/WBE). Our labor compliance team will work with the City to ensure project bid solicitation to minority and women contractors. Additionally, with HUD provided language and forms, Parsons Brinckerhoff shall monitor compliance with 41 CFR Part 60-4 through the Contractor's compliance with the equal employment opportunity clause, affirmative action obligations, and efforts to meet the stated goals. As with wage rate and Section 3 monitoring, we've developed internal tracking systems as well as proven processes and procedures to verify MBE/WBE compliance efforts.

HUD Reports

In addition to the twice-monthly reports submitted to the City and annual Section 3 report submitted to HUD, our labor compliance staff will complete the semi-annual and annual wage compliance enforcement reports required by specific HUD funded programs. Due to the diligent, organized collection and management of data through the project duration, Parsons Brinckerhoff is able to accurately and efficiently report to HUD concerning the wage compliance activities on all projects.



Work Plan and Project Schedule

Upon Notification from the City of a new upcoming project, Parsons Brinckerhoff will:

1. Request the funding source and documents, if necessary, to determine the labor compliance requirements that apply to that particular project. Legal Advertisement will also be requested at this time.
2. Review Bid Specifications to verify requirement state and/or federal language, forms and prevailing wage determination are included.
3. Attend Pre-Bid meeting as set by the City Project Manager. Provide handout including labor compliance requirements determined by the funding source.
4. Attend Pre-Construction Meeting to review Labor Compliance requirements, review LCP Tracker procedures, distribute the labor compliance handout (including necessary forms) and answer any questions prior to project start up.

Upon Notice to Proceed being issued, Parsons Brinckerhoff will:

1. Send document request letter to prime contractor reminding them of their obligation, and any subcontractors, to submit certified payroll reports via LCP Tracker and all required labor compliance documents.
2. Based on project schedule, verify contractor and subcontractors are submitting certified payrolls on a regular basis. Follow procedures in the Certified Payroll Report review Flow Chart (provided in Project Approach Section) and those following steps depending on outcomes of reviews.



EXHIBIT B

PROFESSIONAL SERVICES AGREEMENT

FEE SCHEDULE/MANNER OF PAYMENT

1. **CONTRACTOR's Compensation.** The total of all fees paid to the CONTRACTOR for the performance of all services set forth in Exhibit A, including normal revisions (hereafter the "Services"), and for all authorized Reimbursable Expenses, shall not exceed the total sum of \$247,050.
2. **Billable Rates.** CONTRACTOR shall be paid for the performance of Services on an hourly rate, daily rate, flat fee, lump sum or other basis, as set forth in Attachment 1 to Exhibit B, attached hereto and incorporated herein. [*Attach list of billable rates that apply, labeled "Attachment 1 to Exhibit B".*]
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:

5730 24th Street, Bldg. #1
Sacramento, CA 95822
Phone: 916.808.1923/Fax: 916.808.5747
Attn: Brenda Kee

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

City of Sacramento - Labor Compliance RFP- Adjusted Fee Proposal- June 19, 2012



City of Sacramento - Labor Compliance Service Augmentation- Original Proposal

Annual Fees	2012												2013			2012			2013			2012			2013			2012			2013		
	YEAR TOTALS												PART			YEAR TOTALS			PART			YEAR TOTALS			PART			YEAR TOTALS			PART		
	BILL RATE	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	TOTAL HOURS	TOTAL LABOR COST																	
LCP Manager of Projects	\$225.00	1	0	0	0	0	0	0	0	0	0	0	0	0	1	\$450.00	2	\$450.00	1	\$225.00	3	\$675.00	3	\$675.00	3	\$675.00	3	\$675.00	3	\$675.00	3	\$675.00	
LCP Manager	\$120.00	20	20	20	20	20	20	20	20	20	20	20	20	20	20	\$19,200.00	160	\$19,200.00	100	\$12,000.00	260	\$31,200.00	100	\$12,000.00	260	\$31,200.00	100	\$12,000.00	260	\$31,200.00			
LCP Site Monitor	\$85.00	12	12	12	12	12	12	12	12	12	12	12	12	12	12	\$10,200.00	92	\$10,200.00	58	\$4,930.00	150	\$12,750.00	58	\$4,930.00	150	\$12,750.00	58	\$4,930.00	150	\$12,750.00			
LCP Officer	\$85.00	24	24	24	24	24	24	24	24	24	24	24	24	24	24	\$20,400.00	192	\$20,400.00	120	\$10,200.00	312	\$26,520.00	120	\$10,200.00	312	\$26,520.00	120	\$10,200.00	312	\$26,520.00			
LCP Specialist	\$65.00	12	12	12	12	12	12	12	12	12	12	12	12	12	12	\$7,800.00	92	\$7,800.00	58	\$3,770.00	150	\$9,750.00	58	\$3,770.00	150	\$9,750.00	58	\$3,770.00	150	\$9,750.00			
Labor Total		69	68	68	68	68	68	68	68	68	68	68	68	68	69	\$49,770.00	538	\$49,770.00	337	\$31,125.00	875	\$80,895.00	337	\$31,125.00	875	\$80,895.00	337	\$31,125.00	875	\$80,895.00			

Contract Start: May 2012
 Contract End: May 2013
 Duration: 1 year (with extension options)
 Based on an estimated Total Project Cost of: \$84 M (average of 2008-2011)
 Funding Source(s): Various

City of Sacramento - Labor Compliance Service Augmentation- Adjusted based on City FY 10/11 project Listing with Contingency 25%

Annual Fees	2012												2013			2012			2013			2012			2013			2012			2013		
	YEAR TOTALS												PART			YEAR TOTALS			PART			YEAR TOTALS			PART			YEAR TOTALS			PART		
	BILL RATE	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	TOTAL HOURS	TOTAL LABOR COST	TOTAL HOURS	TOTAL LABOR COST	TOTAL HOURS	TOTAL LABOR COST	TOTAL HOURS	TOTAL LABOR COST	TOTAL HOURS	TOTAL LABOR COST	TOTAL HOURS	TOTAL LABOR COST	TOTAL HOURS	TOTAL LABOR COST	TOTAL HOURS	TOTAL LABOR COST			
LCP Manager of Projects	\$225.00	1	0	0	0	0	0	0	0	0	0	0	0	0	1	\$675.00	3	\$675.00	1	\$225.00	4	\$900.00	1	\$225.00	4	\$900.00	1	\$225.00	4	\$900.00			
LCP Manager	\$120.00	5	5	5	5	5	5	5	5	5	5	5	5	5	5	\$7,800.00	65	\$7,800.00	16	\$1,920.00	81	\$9,720.00	16	\$1,920.00	81	\$9,720.00	16	\$1,920.00	81	\$9,720.00			
LCP Site Monitor	\$85.00	8	8	8	8	8	8	8	8	8	8	8	8	8	8	\$6,800.00	104	\$6,800.00	26	\$2,210.00	130	\$11,050.00	26	\$2,210.00	130	\$11,050.00	26	\$2,210.00	130	\$11,050.00			
LCP Officer	\$85.00	12	12	12	12	12	12	12	12	12	12	12	12	12	12	\$10,200.00	156	\$10,200.00	39	\$3,315.00	195	\$16,575.00	39	\$3,315.00	195	\$16,575.00	39	\$3,315.00	195	\$16,575.00			
LCP Specialist	\$65.00	80	80	80	80	80	80	80	80	80	80	80	80	80	80	\$5,200.00	1,040	\$5,200.00	260	\$16,900.00	1,300	\$84,500.00	260	\$16,900.00	1,300	\$84,500.00	260	\$16,900.00	1,300	\$84,500.00			
Labor Total		106	105	105	105	105	105	105	105	105	105	105	105	106	\$98,175.00	1,368	\$98,175.00	342	\$24,570.00	1,710	\$122,745.00	342	\$24,570.00	1,710	\$122,745.00	342	\$24,570.00	1,710	\$122,745.00				

City of Sacramento - Labor Compliance Service Augmentation as adjusted incorporating all Contingency funds 0%

Annual Fees	2012												2013			2012			2013			2012			2013			2012			2013		
	YEAR TOTALS												PART			YEAR TOTALS			PART			YEAR TOTALS			PART			YEAR TOTALS			PART		
	BILL RATE	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	TOTAL HOURS	TOTAL LABOR COST	TOTAL HOURS	TOTAL LABOR COST	TOTAL HOURS	TOTAL LABOR COST	TOTAL HOURS	TOTAL LABOR COST	TOTAL HOURS	TOTAL LABOR COST	TOTAL HOURS	TOTAL LABOR COST	TOTAL HOURS	TOTAL LABOR COST	TOTAL HOURS	TOTAL LABOR COST			
LCP Manager of Projects	\$225.00	1	0	0	0	0	0	0	0	0	0	0	0	0	1	\$675.00	3	\$675.00	0	\$0.00	3	\$675.00	0	\$0.00	3	\$675.00	0	\$0.00	3	\$675.00			
LCP Manager	\$120.00	5	5	5	5	5	5	5	5	5	5	5	5	5	5	\$7,800.00	65	\$7,800.00	0	\$0.00	65	\$7,800.00	0	\$0.00	65	\$7,800.00	0	\$0.00	65	\$7,800.00			
LCP Site Monitor	\$85.00	8	8	8	8	8	8	8	8	8	8	8	8	8	8	\$6,800.00	104	\$6,800.00	0	\$0.00	104	\$8,840.00	0	\$0.00	104	\$8,840.00	0	\$0.00	104	\$8,840.00			
LCP Officer	\$85.00	12	12	12	12	12	12	12	12	12	12	12	12	12	12	\$10,200.00	156	\$10,200.00	0	\$0.00	156	\$13,260.00	0	\$0.00	156	\$13,260.00	0	\$0.00	156	\$13,260.00			
LCP Specialist	\$65.00	110	110	110	110	110	110	110	110	110	110	110	110	110	110	\$7,150.00	1,430	\$7,150.00	0	\$0.00	1,430	\$92,950.00	0	\$0.00	1,430	\$92,950.00	0	\$0.00	1,430	\$92,950.00			
Labor Total		136	135	135	135	135	135	135	135	135	135	135	135	136	\$123,525.00	1,758	\$123,525.00	0	\$0.00	1,758	\$123,525.00	0	\$0.00	1,758	\$123,525.00	0	\$0.00	1,758	\$123,525.00				

EXHIBIT C

PROFESSIONAL SERVICES AGREEMENT

FACILITIES AND EQUIPMENT TO BE PROVIDED BY CITY

CITY shall [*check one*]

Not furnish any facilities or equipment for this Agreement; or

x furnish the following facilities or equipment for the Agreement;
Workspace and access to internet, copiers, printers, facsimile
machines, and local telephone service.

**EXHIBIT D
PROFESSIONAL SERVICES AGREEMENT**

GENERAL PROVISIONS

1. Independent Contractor.

- A. It is understood and agreed that CONTRACTOR (including CONTRACTOR's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither CONTRACTOR nor CONTRACTOR's assigned personnel shall be entitled to any benefits payable to employees of CITY. CITY is not required to make any deductions or withholdings from the compensation payable to CONTRACTOR under the provisions of this Agreement, and CONTRACTOR shall be issued a Form 1099 for its services hereunder. As an independent contractor, CONTRACTOR hereby agrees to indemnify and hold CITY harmless from any and all claims that may be made against CITY based upon any contention by any of CONTRACTOR's employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any Services under this Agreement. (As used in this Exhibit D, the term "Services" shall include both Services and Additional Services as such terms are defined elsewhere in this Agreement.)
- B. It is further understood and agreed by the parties hereto that CONTRACTOR, in the performance of its obligations hereunder, is subject to the control and direction of CITY as to the designation of tasks to be performed and the results to be accomplished under this Agreement, but not as to the means, methods, or sequence used by CONTRACTOR for accomplishing such results. To the extent that CONTRACTOR obtains permission to, and does, use CITY facilities, space, equipment or support services in the performance of this Agreement, this use shall be at the CONTRACTOR's sole discretion based on the CONTRACTOR's determination that such use will promote CONTRACTOR's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the CITY does not require that CONTRACTOR use CITY facilities, equipment or support services or work in CITY locations in the performance of this Agreement.
- C. If, in the performance of this Agreement, any third persons are employed by CONTRACTOR, such persons shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONTRACTOR. It is further understood and agreed that CONTRACTOR shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of CONTRACTOR's assigned personnel and subcontractors.

D. The provisions of this Section 1 shall survive any expiration or termination of this Agreement. Nothing in this Agreement shall be construed to create an exclusive relationship between CITY and CONTRACTOR. CONTRACTOR may represent, perform services for, or be employed by such additional persons or companies as CONTRACTOR sees fit provided that CONTRACTOR does not violate the provisions of Section 5, below.

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

valuable, special and unique assets of the CITY. CONTRACTOR agrees to protect all City Information and treat it as strictly confidential, and further agrees that CONTRACTOR shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party without the prior written consent of CITY. In addition, CONTRACTOR shall comply with all CITY policies governing the use of the CITY network and technology systems, as set forth in applicable provisions of the City of Sacramento Administrative Policy Instructions # 30. A violation by CONTRACTOR of this Section 6 shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

7. CONTRACTOR Information.

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

the provisions of subsection C, above, shall constitute a complete waiver by CONTRACTOR of any rights regarding the information designated "trade secret" by CONTRACTOR, and such information shall be disclosed by CITY pursuant to applicable procedures required by the Public Records Act.

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

9. Term; Suspension; Termination.

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

remedy that CITY may have in law or equity.

10. Indemnity.

- A. Indemnity: CONTRACTOR shall defend, hold harmless and indemnify CITY, its officers and employees, and each and every one of them, from and against any and all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, costs and expenses of every type and description, including, but not limited to, any fees and/or costs reasonably incurred by CITY's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), including but not limited to Liabilities arising from personal injury or death, damage to personal, real or intellectual property or the environment, contractual or other economic damages, or regulatory penalties, arising out of or in any way connected with performance of or failure to perform this Agreement by CONTRACTOR, any sub-consultant, subcontractor or agent, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, whether or not (i) such Liabilities are caused in part by a party indemnified hereunder or (ii) such Liabilities are litigated, settled or reduced to judgment; provided that the foregoing indemnity does not apply to liability for any damage or expense for death or bodily injury to persons or damage to property to the extent arising from the sole negligence or willful misconduct of CITY, its agents, servants, or independent contractors who are directly responsible to CITY, except when such agents, servants, or independent contractors are under the direct supervision and control of CONTRACTOR.
- 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:

x 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 \$100,000.00. 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,

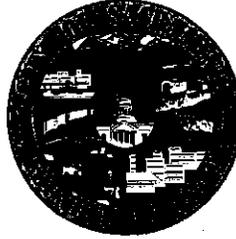
You May . . .

- 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, Procurement Services Division, at the same address, containing the details of the alleged violation.

CERTIFICATE OF LIABILITY INSURANCE

10/1/2012

DATE (MM/DD/YYYY)
7/27/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. 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).

PRODUCER Lockton Companies, LLC-1 Kansas City 444 W. 47th Street, Suite 900 Kansas City 64112-1906 (816) 960-9000	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Liberty Insurance Corporation	NAIC # 42404
INSURED 1319027 PARSONS BRINCKERHOFF, INC. ONE PENN PLAZA NEW YORK NY 10119	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES PARBR02 PJ CERTIFICATE NUMBER: 11936954 REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL LIAB GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y	N	TB7-621-094060-021	10/1/2011	10/1/2012	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	N	AS7-621-094060-031	10/1/2011	10/1/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WA7-62D-094060-011 (AOS) WC7-621-094060-041 (OR & W)	10/1/2011 10/1/2011	10/1/2012 10/1/2012	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
(PB #12543A); LCP - CITY OF SACRAMENTO PROJECT - P12131061007. CITY OF SACRAMENTO, ITS OFFICIALS, EMPLOYEES AND VOLUNTEERS ARE ADDITIONAL INSURED AS RESPECTS TO GENERAL AND AUTO LIABILITY PERTAINING TO PARSONS BRINCKERHOFF, INC OPERATIONS. THESE COVERAGES ARE PRIMARY AS REQUIRED BY WRITTEN CONTRACT. ADDITIONAL INSURED'S COVERAGE IS EXCESS AND NON-CONTRIBUTORY ON THE GENERAL LIABILITY, AND ON THE AUTO LIABILITY AS RESPECTS USE OF VEHICLES OWNED BY PARSONS BRINCKERHOFF, INC. WAIVER OF SUBROGATION APPLIES WHERE ALLOWED BY STATE LAW AND AS REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER	CANCELLATION See Attachments
11936954 CITY OF SACRAMENTO 573024TH STREET, BLDG. #1 SACRAMENTO CA 95822	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 

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 Person or Organization:

Any owner, lessee, or contractor for whom you have agreed in writing prior to a loss to provide liability insurance. Where the applicable written agreement requires the insured to provide liability insurance on a primary, excess, contingent, or any basis, this policy will apply solely on the basis required by such agreement and Item 4. Other Insurance of Section IV of this policy will not apply.

Also see Attached Extension Schedule

Locations(s) of Covered Operations:

See Attached Extension Schedule

(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 & 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 exclusion 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.

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

SCHEDULE

Name of Person or Organization:

Any owner, lessee, or contractor for whom you have agreed in writing prior to a loss to provide liability insurance

See Attached Extension Schedule

Location And Description of Completed Operations:

Any location listed in such agreement where the applicable written agreement requires the insured to provide liability insurance on a primary, excess, contingent, or any basis, this policy will apply solely on the basis required by such written agreement and Item 4. Other insurance of Section IV of this policy will not apply.

See attached Extension schedule

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

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".

This endorsement is executed by the LIBERTY INSURANCE CORPORATION

Premium \$

Effective Date

Expiration Date

For attachment to Policy No.

TB7-621-094060-021

Audit Basis

Issued To

CG 20 37 07 04

ISO Properties, Inc., 2000

Page 1 of 1

Policy Number: TB7-621-094060-021
Issued By: Liberty Insurance Corporation

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT - NOTICE OF CANCELLATION & NON-RENEWAL ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART

We will not cancel or non-renew this policy or make a "material change" to the insurance afforded by this policy until written notice of cancellation, non-renewal or "material change" has been mailed or delivered to those listed in the schedule below at least:

1. 10 days before the effective date of cancellation, if we cancel for non-payment of premium; or
2. 30 days before the effective date of the cancellation, non-renewal or "material change" if we cancel, non-renew or make a "material change" to the insurance afforded by this policy for any other reason.

For the purpose of this endorsement, "material change" is defined as a reduction in Limits of Insurance.

CERTIFICATE OF LIABILITY INSURANCE

11/1/2012

DATE (MM/DD/YYYY)
7/27/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. 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).

PRODUCER Lockton Companies, LLC-1 Kansas City 444 W. 47th Street, Suite 900 Kansas City 64112-1906 (816) 960-9000	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Zurich American Insurance Company		16535
INSURED 1328100 PARSONS BRINCKERHOFF, INC. ONE PENN PLAZA NEW YORK NY 10119	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES PARBR02 PJ CERTIFICATE NUMBER: 11936958 REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	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			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COMP/OP AGG \$ XXXXXXXX
	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			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	NOT APPLICABLE			<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
A	PROFESSIONAL LIABILITY	N	N	EOCS87103609	11/1/2011	11/1/2012	\$1,000,000 PER CLAIM \$2,000,000 AGGREGATE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
(PB #12543A); LCP - CITY OF SACRAMENTO PROJECT - P12131061007.

CERTIFICATE HOLDER 11936958 CITY OF SACRAMENTO 573024TH STREET, BLDG. #1 SACRAMENTO CA 95822	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

This endorsement has not been approved and does not apply in the state of Pennsylvania.

Schedule

Where required by contract or written agreement prior to a loss

This endorsement is executed by the company below designated by an entry in the box opposite its name.

Premium \$	Incl		<input type="checkbox"/>	LIBERTY MUTUAL INSURANCE COMPANY	
Effective Date	10/1/2011	Expiration Date	10/1/2012	<input type="checkbox"/>	LIBERTY MUTUAL FIRE INSURANCE COMPANY
For attachment to Policy No.		WC7-621-094060-041 (OR & WI)		<input checked="" type="checkbox"/>	LIBERTY INSURANCE CORPORATION
		WA7-62D-094060-011 (AOS)		<input type="checkbox"/>	LM INSURANCE CORPORATION
				<input type="checkbox"/>	THE FIRST LIBERTY INSURANCE CORPORATION
Issued To	Parsons Brinckerhoff Inc. One Penn Plaza New York, NY 10119				

Loc. 6

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Miscellaneous Attachment : M455266
Certificate ID : 11936954