

**Meeting Date:** 8/30/2016

**Report Type:** Consent

**Report ID:** 2016-00811

**Title:** Agreement for Labor Compliance Augmentation Services

**Location:** Citywide

**Recommendation:** Pass a Motion authorizing the City Manager to execute a Professional Services Agreement in an amount not to exceed \$300,000 with Parsons Brinckerhoff, Inc. for an initial period of three years with the option to extend the agreement for two years with no increase to the original spending authority to this agreement.

**Contact:** Brenda Kee, Program Analyst, (916) 808-8300; Nicholas Theocharides, Engineering Services Manager, (916) 808-5065, Department of Public Works

**Presenter:** None

**Department:** Public Works Department

**Division:** Engineering Services Admin

**Dept ID:** 15001111

**Attachments:**

- 1-Description/Analysis
- 2-Background
- 3-Exhibit A - Labor Compliance Augmentation

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**City Attorney Review**

Approved as to Form  
Gerald Hicks  
8/15/2016 9:01:48 AM

**Approvals/Acknowledgements**

Department Director or Designee: Jerry Way - 8/9/2016 4:39:37 PM

## **Description/Analysis**

**Issue:** Approval of the agreement is required to augment City Labor Compliance staff in the Department of Public Works during peak workload times in order to provide on-time labor compliance monitoring services for City construction projects. The augmentation will ensure that the City meets regulatory requirements mandated by City Code section 3.60.180, the Department of Industrial Relations (DIR), the Department of Labor (DOL), and State of California Department of Transportation (Caltrans), policies and procedures relating to City construction projects.

**Policy Considerations:** Department of Industrial Relations (DIR), State of California Labor Code Section 1771.5, Department of Labor (DOL), and State of California Department of Transportation (Caltrans) policies and procedures and City Code section 3.60.180 require specific labor compliance monitoring and administrative services for City construction projects and certain professional services subject to State or Federal prevailing wage laws and apprenticeship standards.

**Economic Considerations:** None

### **Environmental Considerations:**

**California Environmental Quality Act (CEQA):** The approval of professional service agreements is not considered a project as defined by Section 15378 of the California Environmental Quality Act guidelines. The recommended action involves no physical construction and has no potential to cause significant impact to the environment.

**Sustainability Considerations:** None.

**Others:** None.

**Commission/Committee Action:** None.

**Rationale for Recommendation:** A request for proposal (RFP) was advertised on May 25, 2016 and proposals were due on June 17, 2016. Parsons Brinckerhoff, Inc. was selected as the top-ranked consultant firm by a multi-departmental review panel and is recommended for award of the contract (see background).

**Financial Considerations:** Purchase orders encumbering funds under this agreement will not be created until projects and funding are identified. Funding for each purchase order will be provided through capital improvement project budgets or private development project budgets.

**Local Business Enterprise (LBE):** Parsons Brinckerhoff, Inc. is an LBE.

**Background:**

Labor compliance activities include, but are not limited to: field interviews with employees at the project job site, review of certified payroll and apprenticeship documents, investigation of prevailing wage violation complaints, processing and reconciliation of contractor pay request applications, facilitating the project closeout process, and providing technical assistance and administrative support to staff, and contractors related to labor compliance.

To facilitate the City’s effort in meeting regulatory mandates, the Department of Public Works advertised a Request for Proposals (RFP) for labor compliance services. Six firms responded and were determined to be fully responsive to RFP requirements.

FIRM	LBE preference given (Yes/No)
DCM Group	Yes
Michael Baker International	No
M.L. Johnson CA, Inc.	No
Parsons Brinckerhoff	Yes
Contractor Compliance & Monitoring, Inc.	No
The Labor Compliance Managers	No

A panel of City staff from the departments of Public Works, Utilities and Finance reviewed and evaluated the consultant teams’ written proposals based upon experience, qualifications, labor compliance understanding, and work plan among other factors. All consultant teams were deemed qualified responders to the proposal solicitation process. The panel selected Parsons Brinckerhoff, Inc. as the top ranked firm. The panel took into consideration the project team that Parsons Brinckerhoff had assembled, their availability to perform labor compliance functions and their overall quality to include internal controls, communication and timely service.

In order to comply with City and State prevailing wage laws and requirements, other Departments that do not have staff trained in labor compliance and who must comply with prevailing wage requirements may utilize this solicitation and enter into their own

agreement with Parsons Brinkerhoff, Inc. so long as each Department obtains appropriate approvals and executes its own agreements and purchase orders.

PROJECT #: 15001141  
PROJECT NAME: Labor Compliance Augmentation Services  
DEPARTMENT: Public Works  
DIVISION: Engineering Services

CITY OF SACRAMENTO

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

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**THIS AGREEMENT** is made at Sacramento, California, as of August 30, 2016, by and between the **CITY OF SACRAMENTO**, a municipal corporation ("CITY"), and

*Parsons Brinckerhoff  
2150 River Plaza Drive, Suite 400  
Sacramento CA 95833  
P: 916-567-2576/E-mail: richb@pbworld.com*

("CONTRACTOR"), who agree as follows:

- Services.** Subject to the terms and conditions set forth in this Agreement, CONTRACTOR shall provide to CITY the services described in Exhibit A. CONTRACTOR shall provide the services at the time, place, and in the manner specified in Exhibit A. CONTRACTOR shall not be compensated for services outside the scope of Exhibit A unless prior to the commencement of the services: (a) CONTRACTOR notifies CITY and CITY agrees that 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 or any Supplemental Agreement, unless and until this Agreement or any Supplemental Agreement is approved by the Sacramento City Manager or the City Manager's authorized designee, or by the Sacramento City Council, as required by the Sacramento City Code.
- Payment.** CITY shall pay CONTRACTOR for services rendered pursuant to this Agreement at the times and in the manner set forth in Exhibit B. The payments specified in Exhibit B shall be the only payments to be made to CONTRACTOR for the services rendered pursuant to this Agreement unless pursuant to Section 1, above, CITY approves additional compensation for additional services. CONTRACTOR shall submit all billings for said services to CITY in the manner specified in Exhibit B, or, if not specified in Exhibit B, according to the usual and customary procedures and practices that CONTRACTOR uses for billing clients similar to CITY.
- Facilities and Equipment.** Except as set forth in Exhibit C, CONTRACTOR shall, at its sole cost and expense, furnish all facilities and equipment that may be required for CONTRACTOR to perform services pursuant to this Agreement. CITY shall furnish to CONTRACTOR only the facilities and equipment listed in Exhibit C according to any terms and conditions set forth in Exhibit C.

4. **General Provisions.** The General Provisions set forth in Exhibit D, that include indemnity and insurance requirements, are part of this Agreement. In the event of any conflict between the General Provisions and any terms or conditions of any document prepared or provided by CONTRACTOR and made a part of this Agreement, including without limitation any document relating to the scope of services or payment therefor, the General Provisions shall control over those 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. **Additional Requirements for Surveying, Material Testing, and Inspection Services.** If this Agreement includes any land surveying, material testing, or inspection services provided for a City construction project, during the design, pre-construction, construction, or post-construction phases of the project, the Contractor and any subcontractor or subconsultant performing any such services shall comply with the provisions specified in Exhibit F.
  
7. **Authority.** The person signing this Agreement for CONTRACTOR 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.
  
8. **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.

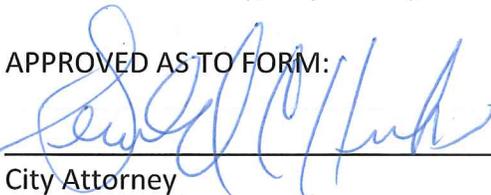
**CITY OF SACRAMENTO**  
A Municipal Corporation

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

Print name: Jerry Way

Title: Director of Public Works

For: John F. Shirey, City Manager

APPROVED AS TO FORM:  
  
\_\_\_\_\_  
City Attorney

ATTEST:  
\_\_\_\_\_  
City Clerk

**Attachments**

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

**CONTRACTOR:**

PARSONS BRINCKERHOFF

NAME OF FIRM

11-1531569

Federal I.D. No.

0900655

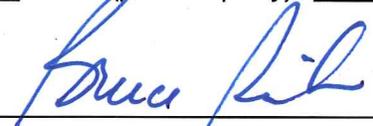
State I.D. No.

0392

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

Bruce Kett - Area Construction Manager

Print Name and Title

\_\_\_\_\_  
Additional Signature (if required)

\_\_\_\_\_  
Print Name and Title

**DECLARATION OF COMPLIANCE**  
**Equal Benefits Ordinance**

Name of Contractor: PARSONS BRINCKERHOFF

Address: 2150 RIVER PLAZA DR, 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

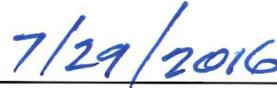
authorized representatives of the City. Contractor also agrees to prominently display a poster informing each employee of these rights.

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



\_\_\_\_\_  
Date



\_\_\_\_\_  
Print Name



\_\_\_\_\_  
Title

## EXHIBIT A

### PROFESSIONAL SERVICES AGREEMENT

#### SCOPE OF SERVICES

#### 1. Representatives.

The CITY Representative for this Agreement is:

*Brenda Kee, Program Analyst  
915 I Street, Room 2000  
Sacramento CA 95814  
P: 916-808-1923/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, P.E.  
Parsons Brinckerhoff  
2150 River Plaza Drive, Suite 400  
Sacramento CA 95833  
P: 916-567-2576/E-mail: richb@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 or e-mail address set forth on page one of this Agreement. Unless otherwise provided in this Agreement, all correspondence to the CITY shall be addressed to the CITY Representative.

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

#### 3. Conflict of Interest Requirements.

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

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

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

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

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

- B. **Conflict of Interest Statements.** The individual(s) who will provide services or perform work pursuant to this Agreement are "consultants" within the meaning of the Political Reform Act and the CITY's Conflict of Interest Code: \_\_\_\_\_ yes      X   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.

- 5. Time of Performance.** The services described herein shall be provided through June 30, 2019 with the option to extend for two additional years. The two supplemental years shall be added via a supplemental agreement to the existing agreement prior to June 30, 2019 if the City chooses to exercise this option.

## **Attachment 1 to exhibit A**

### **SCOPE OF SERVICES**

The consultant will work with and coordinate with the Project Manager, as well as gather information from various internal and external sources to provide comprehensive labor compliance augmentation services, field investigations and monitoring for the Engineering Services projects. Activities include, but are not limited to: certified payroll review, apprenticeship documentation review, apprentice ratio verifications, corresponding documentation, processing and reconciliation of monthly pay request applications, facilitating the project start up and closeout process and provision of technical assistance and administrative support to staff, management and contractors related to labor compliance; provide site visits and conduct employee interviews with employees at specified project job site, review/compare submitted documentation with and interview documentation.

### **Administrative Services**

1. Timely review and processing of monthly project progress payments ensuring completeness and accuracy and verification of supporting documentation in the form of certified payroll and DBE attainments (as applicable on federal-aid projects). Pay requests must be reviewed within 48 hours of receipt. Daily follow-up efforts with the contractor and status updates to the Project Manager will be required for those projects that are lacking correct documentation, apprentice hours and/or wages. If compliance has not been met for the pay request submitted, the pay request will be rejected and no payment will be made until full compliance is achieved.

This task also involves random auditing of certified payroll records that have been uploaded into the LCP Tracker program to ensure correct payment of prevailing wages for the various job classes employed on each construction project subject to prevailing wage requirements.

2. Facilitate pre-bid and/or pre-construction meetings to explain contract and labor compliance requirements and the LCP Tracker process as requested by the City.
3. Provide required documentation for public records requests in accordance with City policy and the California Public Records Act.
4. Maintain Contract Services labor compliance files and records in accordance with established City records retention policies. All labor compliance related documents must be uploaded and stored in LCPtracker.
5. Attend internal or external meetings at the request of the Project Manager.
6. Coordinate with staff in the development of training materials and forms in the areas of labor compliance to ensure conformity to existing City, State and/or Federal law, and provide in-service training to staff and/or contractors as assigned. Pursuant to Attachment 3, Section 7A of the attached Professional Services Agreement, City shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by Consultant pursuant to this Agreement.
7. Assistance in the preparation of demographic, labor compliance, project participation and/or service utilization reports as requested by the City Project

Manager. Prepare monthly progress reports on the status of all projects.

8. Development of internal and external forms for use in conformance for contract and labor compliance matters. Assistance to update City's guides and reference manuals for construction projects. Pursuant to Attachment 3, Section 7A of the attached Professional Services Agreement, City shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by Consultant pursuant to this Agreement.
9. Update the City's Labor Compliance Manual. Pursuant to Attachment 3, Section 7A of the attached Professional Services Agreement, City shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by Consultant pursuant to this Agreement.

### **Field Investigations**

1. Conduct employee interviews at the job site or at alternate venues to verify correct payment of prevailing wage. The consultant will conduct the number of interviews required by City and/or Federal policy and determine the employee classes to be surveyed. Investigations will be conducted as needed to verify information received in a wage or apprenticeship violation complaint. Photograph's and/or video are also required.

City may elect to notify consultant on ad hoc basis with request for site visit and/or field interviews. Consultant must be available and on project within two (2) business days of the request from the City Project Manager. The consultant is to complete all field interviews of both prime and sub-contractor employees and document arrival and departure time of site visit/field interviews. All supporting documentation of the site visit/field interview shall be uploaded to LCPTracker with two (2) business days. Original support documents are due to the City Project Manager no later than one week from the time site visit/field interviews are performed if requested.

2. Check and verify certification for all apprentices used and equivalent service classifications. Verify that required project ratios have been attained and required contributions to the applicable apprenticeship committees have been made. If ratios have not been met and a violation has been found, prepare complaint document and provide backup documentation for City Project Manager to submit to the DAS.
3. Review and verify contract specifications, contractor submittals, subcontractors to the project, and project funding sources for appropriate background material needed to pursue wage or apprenticeship standards investigation or conduct employee field interviews.
4. Interview City and/or contractor staff as necessary and appropriate as to any investigation assigned to the consultant.
5. Randomly audit certified payroll documents for correct payment of prevailing wage, contractor submissions to the City, contributions to employee medical plans or programs, and/or contributions to the Apprenticeship Committee with jurisdiction over a project location via LCPTracker documentation.

6. Prepare first notice of wage investigation to the contractor and/or applicable subcontractors.
7. If certified payroll records or other labor compliance related documents are found to be in error, request that contractor resubmit corrected documents within 10 calendar days and follow-up to ensure they are provided.
8. Identify wage underpayments, if any, by the employee(s) underpaid identified by name and amount each was underpaid, the total amount of underpayment, duration of the underpayment, and the reason for underpayment. An Excel spreadsheet is the recommended format for this information. Additionally, reporting on monthly status of projects.
9. Prepare a report for the City Project Manager recommending a course of action with respect to the investigation. If alleged violations are in fact true, then consultant will also make a finding as to whether or not the contractor willfully intended to violate Prevailing Wage Law or Apprenticeship Standards. This finding will be used by the City to determine whether penalties should be levied.
10. Provide regular bi-weekly briefings to the City Project Manager as to the status of any wage or apprenticeship standards investigation assigned to the consultant. In addition, consultant shall provide information on any potential problems or delays.
11. Consult and coordinate with City Project Manager, State Department of Industrial Relations (DIR), Division of Apprenticeship Standards staff, or Department of Labor to obtain information necessary to an investigation or verify current policy as necessary and appropriate.
12. Provide limited technical support to contractors, as necessary and appropriate, in the submission of electronic certified payroll records to the LCPTracker database system. Coordinate resolution of system issues with contractors, City and LCPTracker staff. Attend LCPTracker user group meetings on the behalf of the City as assigned by the City Project Manager.
13. Notify the City Project Manager of any proposed consultant or sub-consultant personnel changes in writing, 30 days in advance, and provide alternate contact information to the City Project Manager.

# Section 03 – Qualifications & Experience

## BRUCE RICH – AREA CONSTRUCTION MANAGER

Bruce Rich has a comprehensive background in the building industry and a thorough understanding of public works projects, which he gained on a wide range of facilities projects including community colleges and K-12 schools. These projects used different forms of project delivery (including construction management, general contracting and design/build) and were completed for clients at the local, state, and federal levels. Bruce established Parsons Brinckerhoff's Department of Industrial Relations (DIR) Approved Third Party Labor Compliance Program.

### Project Experience

#### Programs, Construction and Project Management, Various Clients:

Bruce has a deep level of experience in program and project management with public agencies for facilities, transportation and buildings through-out California.

Some recent projects include:

- San Francisco Airport, Departure Management System Project Manager
- Los Positas Community College, Program Manager
- Contra Costa Community College District, Program Executive
- Sacramento Area Flood Control Agency
- Merced College District, Project Executive
- City of Long Beach
- City of Yreka
- Contra Costa Community College District
- Contra Costa Water District
- County of Placer
- Fallbrook Union Elementary School District
- Fallbrook Union High School District
- Los Angeles Community College District
- Merced Community College District
- Oceanside Unified School District
- San Bernardino County
- San Diego County Office of Education
- San Diego Unified School District
- Shasta Valley Resource Conservation District
- South Orange Community College District
- Town of Windsor
- Windermere BLC Land Company, LLC
- County of San Bernardino
- East Side Union High School District

**Labor Compliance Projects:** Bruce has worked on PB's LCP Program since initial approval with DIR in 2003. Bruce's experience with program, construction and project management projects has led to extensive contracts with our public agency clients needing contract compliance and labor compliance services. Bruce brings in-depth knowledge and experience to our public agency clients at all levels of public works projects from project initiation through project close-out.

#### Title, Years of Employment, and Project Role

Vice President

16 (PB), 23 (Other)

Principal-in-Charge

#### Contact Information

(916) 567-2576 (office)

(916) 924-9764 (fax)

richb@pbworld.com (email)

#### Education and Certification

Missouri, #E-20136 ,

California # E-17650

LEED Accredited

Certified Construction

Manager (CCM)

## KATHLEEN SMITH - LABOR COMPLIANCE SUPERVISOR

Kathleen Smith started working on federal and state prevailing wage projects as a field office engineer in 1986. She has experience in K-12 schools, community colleges, other public agencies and private facilities. Her duties include the development and implementation of labor compliance processes and procedures, maintaining current information regarding decisions made by the Department of Industrial Relations, maintaining connections with DIR staff and management and researching proposed legislation that may or may not affect the implementation of a LCP in California. She also brings extensive construction management experience working as an office and field engineer managing construction contracts on a wide array of public works projects.

### Title, Years of Employment

Project Manager, 11 (PB), 17 (Other), LCP Supervisor

11 (PB), 17 (Other)

### Contact Information

(916) 567-2511 (office)

(916) 924-9764 (fax)

smithkat@pbworld.com

(email)

### Education and Certification

BS/ Business Administration  
Masters of Public  
Administration

### Project Experience

**Labor Compliance Services, Various Clients:** Kathleen's breadth of experience has provided her with opportunities for involvement with many labor compliance programs throughout the state. The following list contains a sample of the Awarding Agencies that she has collaborated with:

- City of Long Beach
- City of Yreka
- Contra Costa Community College District
- Contra Costa Water District
- County of Placer
- County of San Bernardino
- East Side Union High School District
- Fallbrook Union Elementary School District
- Fallbrook Union High School District
- Los Angeles Community College District
- Merced Community College District
- Oceanside Unified School District
- San Bernardino County
- San Diego County Office of Education
- San Diego Unified School District
- Shasta Valley Resource Conservation District
- South Orange Community College District
- Town of Windsor
- Windermere BLC Land Company, LLC

**South Orange Community College District:** Kathy was the labor compliance Manger for the District on \$120M Capital Improvements Project that used local funding, and various project delivery methods. PB opened over five separate wage and hour investigations which resulted in \$500,000 in underpayments of wages and \$150,000 in assessed fines.

**Contra Cost Water District:** Kathy was the labor compliance Manger for proposition 50 and proposition 84 grant requirements for the \$65M Victoria Canal Project. PB provided full labor compliance services to the District and assisted in fulfilling their reporting obligation.

## **MONIQUE COX - LABOR COMPLIANCE MANAGER**

Monique Cox has 17 years of varied construction administration, labor compliance and office engineering experience. Monique has been the Administrator of the UC Davis operated approved labor compliance program and liaison at other UC Campuses. Monique has vast experience in California prevailing wage monitoring and Davis Bacon/ Davis Bacon Related Act regulation enforcement. She also has construction management experience administering construction contracts, reviewing progress payment requests, facilitating project meetings and performing various construction administration duties. She has been performed all levels of the project compliance programs starting with initial project implementation to final project close out.

### **Project Experience**

#### **Labor Compliance Administrator, University of California, Davis – Davis CA:**

Monique developed the labor compliance program as well as implemented the program on 85% of the Construction projects on the UC Davis campus as well as on other properties belonging to the Davis campus throughout the State of California and Oregon.

#### **Labor Compliance, Various Projects at UC Davis**

Various types of project experience providing labor compliance services:

- Primate Center (restricted building)
- Veterinary Medicine Student Services and Administration Center
- Tercero Student Housing Phase 3/4
- Memorial Union
- McLaughlin Reserve Improvements Field

#### **Labor Compliance Manager, WSP| Parsons Brinckerhoff - Sacramento, CA:**

- Housing Authority of Santa Clara
- City of Tulare
- Santa Clara Water District
- City of Grass Valley
- State of California Department of Water Resources

**Title, Years of Employment:**  
Labor Compliance Manager

**Years of Experience:**  
17 years

**Contact information:**  
916-567- 2504 (Direct)  
(916) 924-9764 (fax)  
[Coxm1@pbworld.com](mailto:Coxm1@pbworld.com) (e-mail)

**Education:**  
B.S. Business Management;  
Minor Public Administration

## KATIE RICH - LABOR COMPLIANCE ANALYST

Katie Rich has experience in developing and implementing labor compliance programs for in K-12 schools, community colleges, and other public facilities. Her duties include the implementation of labor compliance processes and procedures, prevailing wage monitoring, certified payroll review, document control tracking, attending local pre-bid and pre-construction meetings, conducting project site-visit interviews, providing a resource to contractors, and ensuring that Federal and State labor code is being enforced throughout the life of the project. Katie also prepares the DIR annual report for all LCP projects.

### Project Experience

#### **Long Beach Airport Parking Structure, City of Long Beach, Long Beach, CA:**

Katie has implemented and enforced our labor compliance program for the City's newly constructed 1,989-space parking structure. This \$58M project utilized 54 subcontractors and 2<sup>nd</sup> tier subcontractors under a general contractor and required compliance with the City's Section 3 requirements. In addition to Section 3 compliance, Katie also monitored wage and apprenticeship compliance.

#### **Various Facilities Projects, South Orange County Community College District,**

**Mission Viejo, CA:** To date, Katie has implemented and enforced our labor compliance program on 13 District projects including the \$25M Performing Arts Center and \$16M Business and Technology Innovation Center at Irvine Valley College as well as the \$12.3M Learning Resource Center at Saddleback College.

Katie also has experience providing labor compliance services to the following Awarding Agencies:

- Bay Area Regional Transit (BART)
- City of Tulare
- Housing Authority of Santa Clara
- City of Grass Valley
- City of Lincoln
- City of Orange County
- City of San Clemente
- City of Yuba City
- Contra Costa Community College District
- Del Mar Ocean Air School
- Fallbrook Union Elementary School District
- Fallbrook Union High School District
- Huntington Beach City School District
- Oceanside Unified School District
- Orland Unified School District
- San Bernardino County
- San Diego School District
- Stanislaus County
- Sutter Butte Flood Control Agency
- Tulelake – Waste Water Treatment Plant
- Arizona Rail
- Santa Clara Water District

#### Title, Years of Employment:

Labor Compliance Analyst

10 (PB), 8 (Other)

#### Contact Information:

(619) 849-5407 (direct)

(916) 924-9764 (fax)

richk@pbworld.com (e-mail)

#### Education and Certification

BA, Graphic Design

## KRYSTAL KYPKE – LABOR COMPLIANCE ANALYST

Krystal Kypke has over ten years of field office administration and labor compliance experience. She started working in Labor Compliance as a full time Labor Compliance Specialist, with experience in diverse administrative settings. Krystal works on all levels of the project starting with initial project implementation to final project close out. She has experience developing and implementing labor compliance programs for public agencies, school districts and community colleges. This has entailed prevailing wage monitoring, certified payroll, document tracking, site visit interviews, and verifying labor codes are being enforced. In addition to her extensive labor compliance experience, Krystal has also provided project administration and construction support services. This has involved document control, maintaining project files, processing RFIs, processing project communications, and keeping meeting minutes.

**Title, Years of Employment:**

Labor Compliance Analyst

11 (PB), 8 (Other)

**Contact Information:**

(916) 567-2576 (office)

(916) 924-9764 (fax)

kypke@pbworld.com (e-mail)

**Education and Certification**

Los Rios Community College

Auto CADD, and Concrete

Basics

### Project Experience

**City of Sacramento Department of Utilities, Sacramento, CA:** Krystal is currently the Labor Compliance Officer on this project and responsible for the review and monitoring of over 30 active utilities projects that require state and/or federal prevailing wage rates be paid to all craft workers performing work. Her work includes enforcing state and federal labor compliance requirements so as to insure that the City and contractors are in compliance with applicable labor codes and regulations. This includes using the City's chosen tracking database LCP Tracker in concurrence with maintaining PB's in house Compliance Tracking System specific to each project which is updated on a weekly basis. Monthly reports are submitted to the City for each project to insure accurate processing of monthly project progress payments as well as to keep the City informed of Contractor compliance and steps taken to remedy deficiencies and any non-compliance issues. Krystal has regular correspondence with contractors and subs to insure timely submittal of their certified payroll reports, required labor compliance documents, and City documents. She also works with city staff and inspectors to review Contract Change Orders and Daily Extra Work Reports for accuracy of employee rates of pay and hours of work performed. Employee site interviews are also performed to insure employees are paid the correct rates of pay and the correct work classifications are being used for the work performed. When needed Krystal assists the City with public records requests and DIR complaints and investigations.

**City of Sacramento Department of Transportation, Sacramento, CA:** Consultant engineering technician for the City's Department of Transportation. Krystal was the main point of contact and responsible for maintaining the construction inspection help desk. Issue and prepare encroachment permits, revocable encroachment permits, driveway permits, street/lane closure permits, and transportation permits. In addition assisted with CIP projects, maintained permit databases and mapping databases daily, responded to public inquiries regarding engineering and construction activities throughout the City of Sacramento in addition to providing and maintaining daily correspondence with all public utility companies with the Sacramento region. Krystal worked with project managers and the public in the annual Street Resurfacing projects

**SAFCA Levee Improvements, Sacramento and Sutter Counties, California:** Providing office support to project RE's and Assistant RE's on over a dozen SAFCA projects. Responsible for maintaing Project Solve2 project files and accuracy. She was responsible for collecting, processing, reviewing, and cross filing all inspector daily reports, assisted twith compiling pay estimate backup information as well as verify quantities for

pay estimates, and created and maintained quantity logs. Assisted with contractor Quality Control & Quality Assurance

Krystal also has experience providing labor compliance services to the following Awarding Agencies:

- City of Citrus Heights
- City of Sacramento - DOU
- City of Yuba City
- Sacramento Area Flood Control Agency
- Sutter Buttes Area Flood Control Agency
- Bay Area Regional Transit (BART)
- Contra Costa Community College
- Diablo Valley College
- Foothill Transit
- State of California Department of Water Resources

### **LAURIE COLE - LABOR COMPLIANCE ASSISTANT**

Currently, Laurie is responsible for the support of labor compliance programs. Laurie's duties include the implementation of labor compliance processes and procedures, prevailing wage monitoring, certified payroll review, document control tracking, and ensuring that Federal and State labor code is being enforced throughout the life of the project

**Title, Years of Experience:**  
1 (1 Year with PB)

**Project Role:**  
Labor Compliance Assistant

**Contact Information**  
(916-567-2500 (Direct))

# Section 4 – Work Plan

WSP | Parsons Brinckerhoff purposes the Key Personnel in the work plan below will be utilized for the Labor Compliance augmentation services DPWES is requesting. The chart below identifies each employee and there level of project involvement and time commitment.

PB Personnel Name and Title		Key Personnel			Key	
		Krystal Kypke	Katie Rich	Montique Cox		
PB Personnel Responsibilities		Labor Compliance Officer	Labor Compliance Assistant	Labor Compliance Manager		
Project Start Up	Pre-Bid and Pre-Construction Meeting	P			R = Reviewer	
	New Project Set Up			R	P = Primary	
	Review Contracts, Funding,		P	R	S = Secondary	
Review of Certified payrolls	Review Contractor submittals	P				
	Review LCP Tracker Data	P				
	Review Monthly Pay Applications	P		R		
	Prepare Monthly Status Report	P				
	Maintain Project Files	P				
	Evaluate Apprentice participation		P			
	Review Daily Logs, Interviews, Checks		P			
	Audit Contractor Records	P				
	Non-Compliance Investigation	P				
	Prepare Underpayment Log	P				
	Draft Letter of Non-Compliance		P	S		
	Follow up non-Compliance with Contractor	P		S		
	Enforcement Action Recommendation	P		R		
	Process Public Record Requests	S	P			
	Develop and Deliver Training Materials			P		
Site Interviews						
Additional Labor Compliance Services	Conduct Site interviews	P				
	Attend Internal and External Meetings	P		S		
	Update conformance forms			P		
	Update reference manuals			P		
	Consult & Coordinate with DIR & Staff	P		S		
Current Projects	Provide technical support to Contractors	P				
	Notice of Staff Changes			P		
	<b>Other Project Time Commitments</b>					
	City of Citrus Heights - LCP/Field Invest./Admin					
	City of Sacramento - Department of Utilities					
	DWR Oak Valley Mitigation					
	DWR Perris Dam Renovations					
Housing Authority of Santa Clara - Poco Way Rehabilitation						
WSAFCA - West Levee						
Yuba City Bridge Street Reconstruction	40%	20%	25%			

## Section 05 – Project Approach

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### Provide Labor Compliance Augmentation Services; Monitoring, Enforcement, Field Monitoring and Reporting Services

#### *Enforce a Labor Compliance Program*

PB will provide City of Sacramento Department Public Works Engineering Services (DPWES) with labor compliance monitoring, enforcement, field monitoring and reporting services in compliance with Labor Code Section 1771.5; including all applicable Department of Industrial Relations (DIR) regulations for implementing a labor compliance program on a public works contract. WSP | Parsons Brinckerhoff (PB) will maintain a comprehensive list of outstanding deficiencies so that our staff can easily determine whether the project is in compliance. PB has extensive experience as a user and an administrator of the LCP Tracker database. Use of LCP Tracker on projects will allow our team and those with specific and secure access rights to the site to upload, review and access documents and tracking information wherever they are at any time. All information will remain secure and updated as documents are received and reviewed.

#### *Review Labor Law and Requirements with Contractor and Subcontractor*

WSP | Parsons Brinckerhoff believes in working with contractors to achieve full compliance with labor laws and regulations. PB will provide anti-kickback and anti-registration fee provisions, subcontractor listing requirements, licensing requirements, unfair competition requirements, workers compensation insurance requirements, penalties, worker safety information, prohibition against hiring undocumented workers, requirements of proof of eligibility/citizenship and provisions of itemized wage statements.

#### *Audit Certified Payroll Documents*

It is WSP | Parsons Brinckerhoff's standard practice to review each certified payroll report for accuracy. We will verify the information contained by contacting benefit plans to confirm payments, confirming training fund payments along with requesting payroll checks and detailed payroll records. PB will review, confirm, and audit Certified Payroll Records (CPR), Fringe Benefit Statements, trustee Reports, DAS-140 and CAC-2, and other related labor compliance documents. Each time a site interview is performed, the information collected is compared to the information on the certified payroll report to verify compliance. Our continued review of certified payroll reports helps allow our interviews and investigations on-site to be based on our knowledge of the records we have previously reviewed.

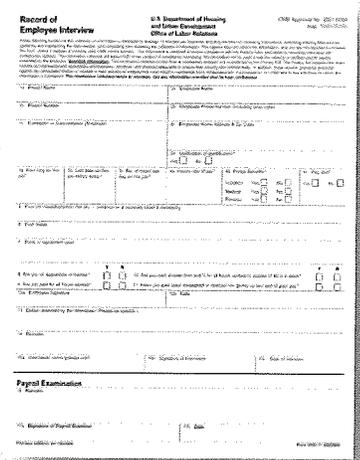
When a payroll is found to be out of compliance, WSP | Parsons Brinckerhoff will alert the contractor of the violation and those steps needed to resolve the issue. PB's Labor compliance

staff will work with the contractor to solve the issue(s) and will enforce an appropriate response time that is conducive to State and/or Federal regulations.

If certified payroll reports are flagged with violations, or found to be incomplete or missing information, our Labor Compliance staff will follow-up with the contractor. With those contractors new to public works projects we find they initially have errors in preparing the Certified Payroll reports, especially fringe benefit statements. PB will assist contractors and subcontractors in understanding the issue and work with them to make corrections. PB will also provide training to DPWES staff and Contractors when requested or necessary.

*Implement Site Monitoring Procedures and Conduct Site Visits*

WSP | Parsons Brinckerhoff will conduct site interviews and field site visits as needed to confirm the information in the certified payroll records. PB will schedule our interviews with the DPWES Project Manager and the General Contractor to be able to interview workers from all contractors and subcontractor's on-site. Our goal is to confirm the payroll information for a worker from every subcontractor working on the site for each month they are on-site. Labor compliance representatives will adhere to the established project safety plan while on-site. Field investigation staff will interview a number of employees from various trades from each Contractor on site 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. When discrepancies are found, labor compliance staff will notify the contractor and seek to remedy the noted violations.



*Communicate Effectively with DPWES and the Department of Industrial Relations*

WSP | Parsons Brinckerhoff will maintain open communication with the DPWES to report the status of Contractor's and their Subcontractor's compliance with labor compliance. Where detailed investigations are being undertaken labor compliance staff will develop a report for the DPWES outlining the violations and the steps taken by WSP | Parsons Brinckerhoff to remedy the situation. PB Labor compliance staff will also provide periodic briefings on the status of contractor compliance for each project.

PB labor compliance staff will utilize LCP Tracker a web-based document control site that the City of Sacramento DPWES gives access to. The site will allow access for our project team members to reviewing, monitor and audit certified payroll reports and other required documentation. Deficiencies and outstanding issues can be quickly spotted allowing for immediate action. PB labor compliance staff will coordinate with DPWES staff when communicating with contractors while working through issues.

WSP | Parsons Brinckerhoff has been working closely with DIR since our initial approval of our labor compliance program in 2003. If necessary, to meet any project goals and compliance

requirements, our team will work with the Department of Labor or DIR and its separate entities, including the Division of Labor Standards Enforcement (DLSE), and Division of Apprenticeship Standards (DAS).

#### *Investigate Claims Submitted by Workers*

PB will identify wage underpayments through the payroll confirmation process. This includes information provided by workers on-site through site interviews, review of cancelled payroll checks, and coordination with daily reports. Wage underpayments could be the use of an incorrect wage determination or miss-classification of the workers classification. WSP | Parsons Brinckerhoff staff uses our site interviews to verify that proper work classifications are being used and prevailing wages are being properly made.

#### *Check and Verify Certification of All Apprentices*

WSP | 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, PB labor compliance staff will review the apprentice certificates from uploaded to LCP Tracker. According to Davis Bacon regulations, section 29 CFR 5.5(a)(3)(i) requires evidence of registration for apprentices, our staff will also reviewing those certificates uploaded in LCP Tracker.

#### *Calculate Amount of Withholding*

The calculation of the amount of withholding is performed by reviewing and insuring that all certified payroll records have been received and reviewed; and that all workers affected have been included in the preparation of the withholding. The withholding will include restitution due employees and penalties due the DPWES.

#### *Prepare Request for Forfeiture and Distribute*

WSP | Parsons Brinckerhoff prepares the request for forfeiture based on the certified payroll deficiencies found, once the request for forfeiture is completed PB will distribute to the contractors and those affected subcontractors.

#### *Prepare Documents for Hearing*

WSP | Parsons Brinckerhoff has prepared documents for the Department of Industrial Relations (DIR) for several of our public works clients in preparation for their DIR hearings.

#### *Prepare Compliance Reports*

WSP | Parsons Brinckerhoff will coordinate the labor compliance close-out procedures with DPWES to ensure all requirements and processes for the District are met. WSP | Parsons Brinckerhoff will work with the Contractor to resolve any outstanding labor compliance issues as the project nears completion. PB labor compliance staff will keep the DPWES project manager

*Provide Labor compliance status reports and Annual Reports*

PB Labor compliance staff will provide monthly status reports as requested by DPWES Project Manager on each project and any unresolved labor compliance violations to the DPWES project manager including all non-compliance issues. For specific report regarding the projects demographic information such as worker residence zip codes, ethnicity, labor type classification and apprentice utilization. We can draw from the monthly pay applications and the attached certifications, participation information such as monthly DBE contractor utilization and hiring actions. PB will develop monthly reports that clearly indicate status and totals for the month. Labor compliance staff will develop reports to suit the needs of the DPWES as required.

PB's Labor Compliance staff will prepare for the DPWES the DIR Annual reporting information; this information will be ready for submission by DPWES to the Department of Industrial Relations (DIR), in accordance with DIR regulation for annual reporting.

*Assistance in the Development of Training Materials and other forms for DPWES*

WSP | Parsons Brinckerhoff has the knowledge and experience to accurately update and create training materials and other documentation to ensure conformity with any local, State, and Federal laws.

***Additional Services Available***

*Section 3 Monitoring*

WSP | 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. 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.

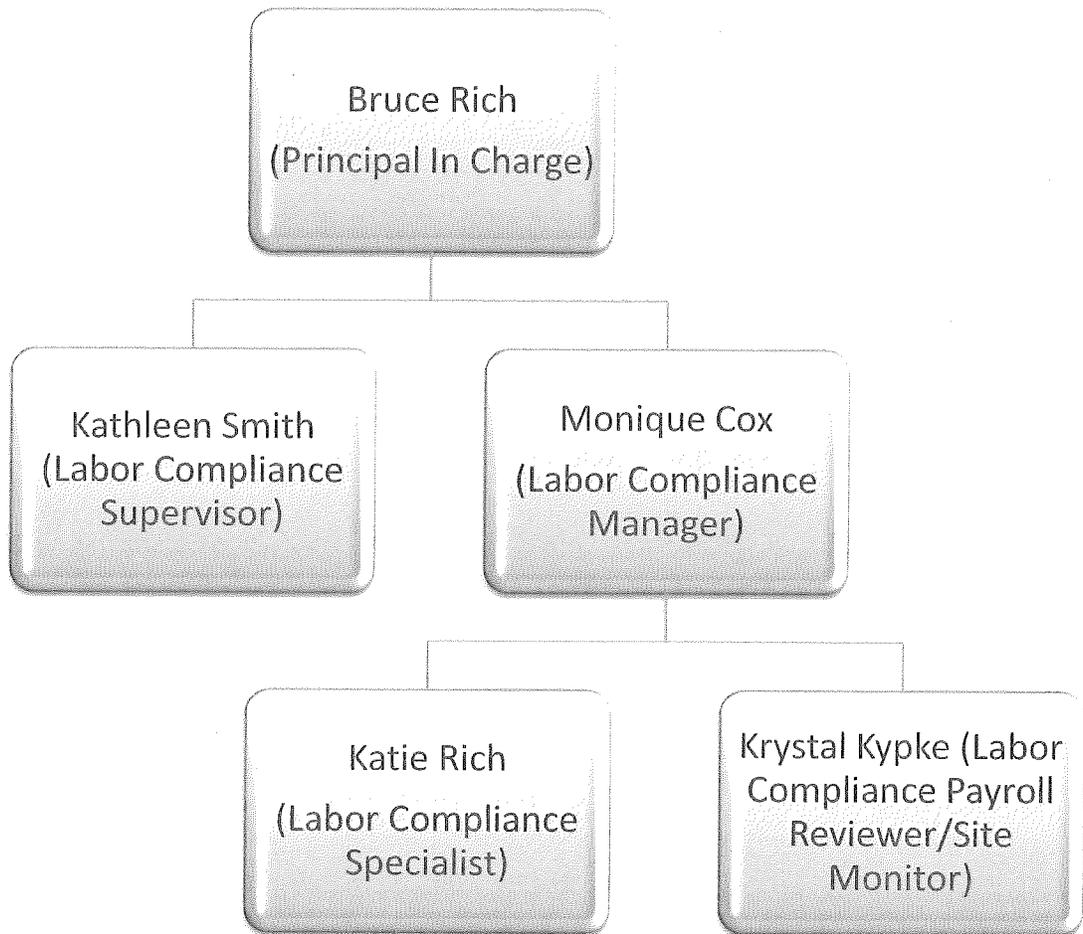
### *HUD Reports*

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.

## Section 06 –Supportive Information

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### WSP | Parsons Brinckerhoff Labor Compliance Team



## Section 12 – Work Hours & Hourly Rate

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Work Hours: Monday thru Friday 7:30 am – 4:30 pm Available via e-mail and phone.

<b>Employee Name</b>	<b>Title</b>	<b>Bill Rate</b>
Kathy Smith	Labor Compliance Supervisor	\$ 111.42
Monique Cox	Labor Compliance Manager	\$ 98.25
Krystal Kypke	Labor Compliance Reviewer/ Site Monitor	\$ 63.69
Katie Rich	Labor Compliance Specialist	\$ 68.32

## 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 \$300,000.00.
2. **Billable Rates.** CONTRACTOR shall be paid for the performance of Services on an hourly rate, daily rate, flat fee, lump sum or other basis, as set forth in Attachment 1 to Exhibit B, attached hereto and incorporated herein.
3. **CONTRACTOR's Reimbursable Expenses.** Reimbursable Expenses shall be limited to actual expenditures of CONTRACTOR for expenses that are necessary for the proper completion of the Services and shall only be payable if specifically authorized in advance by CITY.
4. **Payments to CONTRACTOR.**
  - A. Payments to CONTRACTOR shall be made within a reasonable time after receipt of CONTRACTOR's invoice, said payments to be made in proportion to services performed or as otherwise specified in Attachment 1 to Exhibit B. CONTRACTOR may request payment on a monthly basis. CONTRACTOR shall be responsible for the cost of supplying all documentation necessary to verify the monthly billings to the satisfaction of CITY.
  - B. All invoices submitted by CONTRACTOR shall contain the following information:
    - (1) Job Name
    - (2) Description of services billed under this invoice, and overall status of project
    - (3) Date of Invoice Issuance
    - (4) Sequential Invoice Number
    - (5) CITY's Purchase Order Number
    - (6) Total Contract Amount
    - (7) Amount of this Invoice (Itemize all Reimbursable Expenses)
    - (8) Total Billed to Date
    - (9) Total Remaining on Contract
    - (10) Updated project schedule. This shall identify those steps that shall be taken to bring the project back on schedule if it is behind schedule.
  - C. Items shall be separated into Services and Reimbursable Expenses. Billings that do not conform to the format outlined above shall be returned to CONTRACTOR for correction. CITY shall not be responsible for delays in payment to CONTRACTOR resulting from CONTRACTOR's failure to comply with the invoice format described above.

D. Requests for payment shall be sent electronically via e-mail to:

*Raquel Rich, Administrative Technician  
rrich@cityofsacramento.org*

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

## Attachment 1 to Exhibit B

### I. COMPENSATION AND PAYMENT

- A. CONTRACTOR shall not commence performance until a written "Notice to Proceed" has been issued by CITY Project Manager.
- B. CONTRACTOR shall be reimbursed for services at the specific rate of compensation in the approved 10-H Form(s). Unless specifically identified as some other method, the specified rates shall include direct/base hourly rate, fringe benefits, overhead, and profit.
- C. CONTRACTOR shall be reimbursed for Other Direct Costs (ODC), at rates as identified on the approved 10-H Form(s) with receipts for actual costs.
- D. If applicable, CONTRACTOR shall pay prevailing wages to those workers employed on public works contracts performing applicable duties as required by the State Labor Code and City Code 3.60.180. CONTRACTOR shall be responsible for any future adjustments to prevailing wage rates including, but not limited to, base hourly rates and employer payments as determined by the Department of Industrial Relations. Based on prevailing adjustments, CONTRACTOR may request an adjustment in the rate(s) in the 10-H form. These adjusted rates will not go into effect until the approval date by the City of the Supplemental Agreement. CONTRACTOR is responsible for paying the appropriate rate, including escalations that take place during the term of the Agreement. A mistake, inadvertence, or neglect by CONTRACTOR in failing to pay the correct rates of prevailing wage will be remedied solely by CONTRACTOR and will not, under any circumstances, be considered as the basis of a claim against CITY on this Agreement.
- E. Unless specifically stated, the contract shall be a not-to-exceed by task, Other Direct Cost (ODC) line item, and total budget as included in the Cost Proposal. Written approval by CITY Project Manager is required for reallocation of budget between tasks, between ODC line items, or between tasks and ODCs. All reallocation requests must include a revised Cost Proposal. If the reallocation will directly or indirectly require an increase in the total contract amount, it will be require a Supplemental Agreement to be approved by the CITY as described in Section G.
- F. Written approval by CITY Project Manager is required for any staff substitutions or additions of staff under classifications included in the 10-H Form(s).

1. Updated 10-H Form(s) for CONTRACTOR and all SUBCONTRACTORS shall be included.
2. Any addition or substitution shall be paid at the same or lower rate of the previously approved or similar classification.
3. If a substitution involves Key Staff, CONTRACTOR shall request and justify the need for substitution and obtain written approval from CITY Project Manager. The justification shall include a resume of the proposed new Key Staff.

If the staff addition or substitution will include a new classification, any rate increase, or will directly or indirectly require an increase in total contract amount, it will require a Supplemental Agreement to be approved by the CITY as described in Section G.

**No work shall commence until written approval by the CITY Project Manager. Any work not in compliance with the above, and performed prior to the date of approval by the City, shall not be reimbursed.**

- G. Supplemental Agreements are required for any changes to the scope and terms of the agreement, including but not limited to the following:
1. Increasing the Agreement not-to-exceed amount.
    - a. Any increase to the not-to-exceed amount shall include a cost proposal documenting the increase.
  2. Adding task(s) within the advertised scope.
  3. Adding new classifications or adjusting rates:
    - a. Updated 10-H Form(s) for CONTRACTOR and all SUBCONTRACTORS shall be included.
    - b. CONTRACTOR may request cost of living increases in base salary of staff after the contract has been in effect for one year. The maximum increase, if approved, shall be the annual Cost of Living Adjustment (COLA) increase as calculated and used by the Social Security Administration. Any approved increase shall not go into effect until a Supplemental Agreement is executed.
  4. Adding SUBCONTRACTORS.
  5. Adding new Other Direct Cost (ODC) items not included in 10-H Form.
  6. Extending the sunset date of the Agreement.

**No work shall commence until the Supplemental Agreement is executed and written notification has been provided by CITY Project Manager. Any work not in compliance with the above, and performed prior to the date of the execution of the Supplemental Agreement by the City, shall not be reimbursed.**

H. Monthly Invoices

1. Invoices shall be made in arrears based on services provided at specific hourly rates and other direct cost(s) incurred per the approved 10-H Form(s).
2. CONTRACTOR AND SUBCONTRACTOR invoices shall be submitted using the City-template and include the following:
  - a. Task, Budget, and Billing Summary.
  - b. A copy of all invoices for Other Direct Costs and appropriate back up documentation, at rates consistent with the approved 10-H Form(s).
  - c. A copy of SUBCONTRACTOR invoices using the City template.
  - d. CONTRACTOR Project Manager's signature certifying that all charges have been reviewed and are in compliance with the contract terms.
  - e. Written approval of CITY Project Manager for any overtime expenses for Prevailing Wage staff consistent with the approved 10-H Form(s).
  - f. Written approval by CITY and CONTRACTOR of Reallocation of Budget between Tasks or between Tasks and Other Direct Costs.
3. For non-federally funded projects, CONTRACTOR shall meet the 5% Local Business Enterprise (LBE) participation requirement, unless an LBE waiver has been obtained by CITY Project Manager prior to the agreement being executed. CONTRACTOR will track LBE utilization, including for all subcontractors, and include the percentage achieved with each invoice. The 5% requirement only applies to those agreements awarded for a not-to-exceed amount over \$100,000.
4. For federally funded projects in compliance with 49 CFR 26.37, a Disadvantaged Business Enterprises Utilization Report (Form ADM-3069) is required, as specified in this Agreement.
5. CONTRACTOR may include SUBCONTRACTOR costs that are treated by the CONTRACTOR as accrued due to such costs having been billed by the SUBCONTRACTOR to CONTRACTOR and recognized by CONTRACTOR and CITY as valid, undisputed, due and payable.

6. CONTRACTOR shall not add a mark-up to SUBCONTRACTORS for professional services or other direct costs included in the approved 10-H form(s).
7. Invoices for approved monthly services shall be submitted by CONTRACTOR and received by CITY Project Manager within 45 calendar days of the completion of the approved monthly services specified in the Task, Budget, and Billing Summary.

## II. COST PRINCIPLES

- A. All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files.
- B. For federally funded projects, all costs must be in accordance with the cost principles of Title 48 Code of Federal Regulations (CFR), Part 31, Contract Cost Principles and Procedures (48 CFR 31 et seq.).
- C. For federally funded projects, CONTRACTOR agrees to comply with federal procedures in accordance with Title 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (49 CFR 18).
- D. Any costs for which payment had been made to CONTRACTOR that are determined by subsequent audit to be unallowable under 48 CFR 31 or 49 CFR 18 are subject to repayment by CONTRACTOR to CITY.

## III. CONFLICT OF INTEREST

- A. CONTRACTOR shall disclose any financial, business, or other relationship with CITY that may have an impact upon the outcome of this contract, or any ensuing CITY construction project. CONTRACTOR shall list current clients who may have a financial interest in the outcome of this contract, or any ensuing CITY construction project, which will follow.
- B. CONTRACTOR certifies that it does not now have, nor shall it acquire in the future, any financial or business interest that would conflict with the performance of services under this contract.
- C. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article III.

- D. CONTRACTOR certifies that neither CONTRACTOR, nor any firm affiliated with CONTRACTOR will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.
- E. Except for SUBCONTRACTORS whose services are limited to providing surveying or materials testing information, no SUBCONTRACTOR who has provided design services in connection with this contract shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract.

IV. PROVISIONS FOR REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

CONTRACTOR warrants that this contract was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any CITY employee. In the event of breach or violation of this warranty, CITY shall have the right in its discretion: to terminate the contract without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

V. PROHIBITION OF EXPENDING CITY STATE OR FEDERAL FUNDS FOR LOBBYING

- A. CONTRACTOR certifies to the best of his or her knowledge and belief that:
  - 1. No state, federal or CITY appropriated funds have been paid, or will be paid by-or-on behalf of CONTRACTOR to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.
  - 2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in

connection with this federal contract, grant, loan, or cooperative agreement; CONTRACTOR shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

- B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, US. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- C. CONTRACTOR also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000, and that all such sub recipients shall certify and disclose accordingly.

#### VI. AUDIT REVIEW PROCEDURES

- A. Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not disposed of by agreement, shall be reviewed by CITY'S Chief Financial Officer.
- B. Not later than 30 days after issuance of the final audit report, CONTRACTOR may request a review by CITY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by CITY will excuse CONTRACTOR from full and timely performance, in accordance with the terms of this contract.
- D. CONTRACTOR and SUBCONTRACTORS' contracts, including cost proposals and indirect cost rates (ICR), are subject to audits or reviews such as, but not limited to, a Contract Audit, an Incurred Cost Audit, an ICR Audit, or a certified public accountant (CPA) ICR Audit Workpaper Review. If selected for audit or review, the contract, cost proposal and ICR and related workpapers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR Audit Workpaper Review it is CONTRACTOR's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's workpapers. The contract, cost proposal, and ICR shall be adjusted by CONTRACTOR and approved by CITY contract manager to conform to the audit or review recommendations. CONTRACTOR agrees that individual terms of costs identified in the audit report shall be incorporated into

the contract by this reference if directed by CITY at its sole discretion. Refusal by CONTRACTOR to incorporate audit or review recommendations, or to ensure that the Federal, State, or local governments have access to CPA workpapers, will be considered a breach of contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

## VII. SUBCONTRACTING

- A. CONTRACTOR shall perform the work contemplated with resources available within its own organization; and no portion of the work pertinent to this contract shall be subcontracted without written authorization by CITY'S Contract Administrator, except that, which is expressly identified in the approved Cost Proposal.
- B. Any subcontract entered into as a result of this contract, shall contain all the provisions stipulated in this contract to be applicable to SUBCONTRACTORS.
- C. Any substitution of SUBCONTRACTORS must be approved in writing by CITY'S Contract Administrator prior to the start of work by the SUBCONTRACTOR.

## VIII. RETENTION OF RECORDS/AUDIT

- A. For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; CONTRACTOR, SUBCONTRACTORS, and CITY shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The state, State Auditor, CITY, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of CONTRACTORS that are pertinent to the contract for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. All subcontracts shall contain this provision.

**\*All referenced forms and sample templates will be provided by CITY.**



COST PROPOSAL

Augmentation Services														
WSP   Parsons Brinckerhoff														
Staff Name and or Classification	Monique Cox Labor Compliance Manager		Krystal Kypke Labor Compliance Reviewer		Katie Rich Labor Compliance Specialist		Kathy Smith Labor Compliance Supervisor		Hours Subtotal	OH + Fringe 112.2%	Profit 7%	Total Cost	Hours Total	Cost Total
	Actual Base Hourly Rate \$	43.27	28.05	28.05	28.05	30.09	30.09	49.07						
Task A - Labor Compliance Manager	40	0	0	0	0	0	0	40	1,730.80	1,941.96	257.09	3,929.85	40	3,929.85
Project Start-up and Close-out	60	0	0	0	40	0	35	135	5,517.25	6,190.35	819.53	12,527.14	135	12,527.14
Project Administration Reporting	30	0	0	0	0	0	30	60	2,770.20	3,108.16	411.49	6,289.85	60	6,289.85
<b>Task A Subtotal</b>	<b>130</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>40</b>	<b>0</b>	<b>65</b>	<b>235</b>	<b>10,018.25</b>	<b>11,240.48</b>	<b>1,488.11</b>	<b>22,746.84</b>	<b>235</b>	<b>22,746.84</b>
Task B Payroll Review & Tracking	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Labor Compliance Payroll Review & Tracking	0	760	0	0	40	0	0	800	22,521.60	25,269.24	3,345.36	51,136.19	800	51,136.19
Site Monitoring	0	0	128	0	48	0	0	176	5,034.72	5,648.96	747.86	11,431.53	176	11,431.53
<b>Task B Subtotal</b>	<b>0</b>	<b>760</b>	<b>128</b>	<b>0</b>	<b>88</b>	<b>0</b>	<b>65</b>	<b>976</b>	<b>27,556.32</b>	<b>30,918.19</b>	<b>4,093.22</b>	<b>62,567.73</b>	<b>976</b>	<b>62,567.73</b>
<b>Total</b>	<b>130</b>	<b>760</b>	<b>128</b>	<b>128</b>	<b>128</b>	<b>128</b>	<b>65</b>	<b>1211</b>	<b>37,574.57</b>	<b>42,158.67</b>	<b>5,581.33</b>	<b>85,314.56</b>	<b>1211</b>	<b>85,314.56</b>
Mileage														
<b>Grand Total</b>														<b>85,832.96</b>

Billing Rate Calculation

Monique Cox Labor Compliance Manager	43.27	48.55	6.43	98.25
Krystal Kypke Labor Compliance Reviewer & Site Monitor	28.05	31.47	4.17	63.69
Katie Rich Labor Compliance Specialist	30.09	33.76	4.47	68.32
Kathy Smith Labor Compliance Supervisor	49.07	55.06	7.29	111.42

**EXHIBIT C**

**PROFESSIONAL SERVICES AGREEMENT**

**FACILITIES AND EQUIPMENT TO BE PROVIDED BY CITY**

CITY shall

  X   Not furnish any facilities or equipment for this Agreement;

or

       Furnish the following facilities or equipment for the Agreement

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

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

**9. Term; Suspension; Termination.**

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

## 10. Indemnity.

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

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

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

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

### A. Minimum Scope & Limits of Insurance Coverage

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

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

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

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

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

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

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

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

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

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

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

Is \_\_\_\_\_ Is not X required for this Agreement.

If required, such coverage must be continued for at least 0 year(s) following the completion of all Services and Additional Services under this Agreement. The retroactive date must be prior to the date this Agreement is approved or any Services are performed.

B. Additional Insured Coverage

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

C. Other Insurance Provisions

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

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

D. Acceptability of Insurance

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

E. Verification of Coverage

(1) CONTRACTOR shall furnish CITY with certificates and required endorsements evidencing the insurance required. The certificates and endorsements shall be forwarded to the CITY representative named in Exhibit A. ~~Copies of policies shall be delivered to the CITY on demand.~~ <sup>MLC</sup> Certificates of insurance shall be signed by an authorized representative of the insurance carrier.

(2) For all insurance policy renewals during the term of this Agreement, CONTRACTOR shall send insurance certificates reflecting the policy renewals directly to:

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

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

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

F. Subcontractors

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

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

A. Compliance With Regulations: CONTRACTOR shall comply with the Executive Order 11246 entitled "Equal Opportunity in Federal Employment", as amended by Executive Order 11375 and 12086, and as supplemented in Department of Labor regulations (41 CFR Chapter 60), hereinafter collectively referred to as the "Regulations".

B. Nondiscrimination: CONTRACTOR, with regards to the work performed by it after award and prior to completion of the work pursuant to this Agreement, shall not discriminate on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation in selection and retention of subcontractors, including procurement of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in discrimination prohibited by the Regulations.

- C. Solicitations for Subcontractors, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by CONTRACTOR for work to be performed under any subcontract, including all procurement of materials or equipment, each potential subcontractor or supplier shall be notified by CONTRACTOR of CONTRACTOR's obligation under this Agreement and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation.
- D. Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or by any orders or instructions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the CITY to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the CITY, and shall set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of noncompliance by CONTRACTOR with the nondiscrimination provisions of this Agreement, the CITY shall impose such sanctions as it may determine to be appropriate including, but not limited to:
- (1) Withholding of payments to CONTRACTOR under this Agreement until CONTRACTOR complies;
  - (2) Cancellation, termination, or suspension of the Agreement, in whole or in part.
- F. Incorporation of Provisions: CONTRACTOR shall include the provisions of subsections A through E, above, in every subcontract, including procurement of materials and leases of equipment, unless exempted by the Regulations, or by any order or instructions issued pursuant thereto. CONTRACTOR shall take such action with respect to any subcontract or procurement as the CITY may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, CONTRACTOR may request CITY to enter such litigation to protect the interests of CITY.
- 13. Entire Agreement.** This document, including all Exhibits, contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Agreement. No alteration to the terms of this Agreement shall be valid unless approved in writing by CONTRACTOR, and by CITY, in accordance with applicable provisions of the Sacramento City Code.
- 14. Severability.** If any portion of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.
- 15. Waiver.** Neither CITY acceptance of, or payment for, any Service or Additional Service performed by CONTRACTOR, nor any waiver by either party of any default, breach or condition

precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.

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

## 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, 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 directly 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  
915 I Street, Second Floor  
Sacramento, CA 95814

- 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 . . .

- o 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  
915 I Street, Second Floor  
Sacramento, CA 95814

- o Bring an action in the appropriate division of the Superior Court of the State of California against the employer and obtain reinstatement, injunctive relief, compensatory damages, punitive damages and reasonable attorney's fees and costs.

#### Discrimination and Retaliation Prohibited.

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

You May Also . . .

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

**EXHIBIT F**

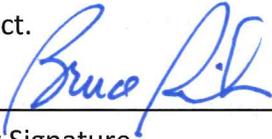
**PROFESSIONAL SERVICES AGREEMENT**

**ADDITIONAL REQUIREMENTS FOR SURVEYING, MATERIAL TESTING, AND INSPECTION SERVICES**

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

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

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



\_\_\_\_\_  
Contractor Signature

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

***To be completed by the City Representative if this Agreement is for the performance of any Public Work:***

Contractor DIR registration #: 1000012182

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

3. **Payment of Prevailing Wages.** If this Agreement is for the performance of any Public Work, and the amount of the Agreement is more than \$25,000, Contractor and any subcontractor or subconsultant performing any Public Work shall comply with the provisions of Sacramento City Code section 3.60.180 and applicable provisions of California Labor Code section 1770 *et seq.*, which require, among other things, that the Contractor and subcontractor(s)/subconsultant(s) pay not less than the prevailing rate of wages for Public Work, as determined by the Director of the California DIR pursuant to Labor Code section 1773. For any Public Work performed under this Agreement, Contractor and every subcontractor or subconsultant shall maintain payroll records and submit certified payroll records and other labor compliance documentation electronically to City staff when and as required by City. In addition, Labor Code section 1771.4 requires the Contractor and any subcontractor or subconsultant performing any Public Work to furnish electronic payroll records directly to the Labor Commissioner.

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

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

# Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Parsons Brinckerhoff, Inc.</b>	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <b>Note.</b> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
	5 Address (number, street, and apt. or suite no.) <b>One Penn Plaza</b>	Requester's name and address (optional)
	6 City, state, and ZIP code <b>New York, NY 10119</b>	
	7 List account number(s) here (optional)	

**Part I Taxpayer Identification Number (TIN)**

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

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

<b>Social security number</b>	
[ ] [ ] [ ] - [ ] [ ] - [ ] [ ] [ ] [ ]	
<b>or</b>	
<b>Employer identification number</b>	
1 1 - 1 5 3 1 5 6 9	

**Part II Certification**

Under penalties of perjury, I certify that:

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

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

<b>Sign Here</b>	Signature of U.S. person ▶	Lloyd Graham, SVP Date ▶	February 19, 2015
------------------	----------------------------	--------------------------	-------------------

**General Instructions**

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

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*
- By signing the filled-out form, you:
- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
  - Certify that you are not subject to backup withholding, or
  - Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
  - Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

**2016 Withholding Exemption Certificate****590**

The payee completes this form and submits it to the withholding agent. The withholding agent keeps this form with their records.

**Withholding Agent**

Name

CITY OF SACRAMENTO

**Payee**

Name

PARSONS BRINCKERHOFF INC

 SSN or ITIN  FEIN  CA Corp no.  CA SOS file no.

11-1531569

Address (apt./ste., room, PO box, or PMB no.)

ONE PENN PLAZA

City (If you have a foreign address, see instructions.)

NEW YORK

State ZIP code

NY 10119

**Exemption Reason**

Check only one reason box below that applies to the payee.

By checking the appropriate box below, the payee certifies the reason for the exemption from the California income tax withholding requirements on payment(s) made to the entity or individual.

 **Individuals — Certification of Residency:**

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

 **Corporations:**

The corporation has a permanent place of business in California at the address shown above or is qualified through the California Secretary of State (SOS) to do business in California. The corporation will file a California tax return. If this corporation ceases to have a permanent place of business in California or ceases to do any of the above, I will promptly notify the withholding agent. See instructions for General Information D, Definitions.

 **Partnerships or Limited Liability Companies (LLCs):**

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

 **Tax-Exempt Entities:**

The entity is exempt from tax under California Revenue and Taxation Code (R&amp;TC) Section 23701 \_\_\_\_\_ (insert letter) or Internal Revenue Code Section 501(c) \_\_\_\_\_ (insert number). If this entity ceases to be exempt from tax, I will promptly notify the withholding agent. Individuals cannot be tax-exempt entities.

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

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

 **California Trusts:**

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

 **Estates — Certification of Residency of Deceased Person:**

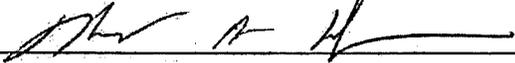
I am the executor of the above-named person's estate or trust. The decedent was a California resident at the time of death. The estate will file a California fiduciary tax return.

 **Nonmilitary Spouse of a Military Servicemember:**

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

**CERTIFICATE OF PAYEE:** Payee must complete and sign below.To learn about your privacy rights, how we may use your information, and the consequences for not providing the requested information, go to [ftb.ca.gov](http://ftb.ca.gov) and search for **privacy notice**. To request this notice by mail, call 800.852.5711.

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

Type or print payee's name and title HOWARD A WEGENER - TAX MANAGERTelephone 717-859-7439Payee's signature ▶ Date 08/01/2016



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/1/2016

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).

<b>PRODUCER</b> JLT Specialty Insurance Services Inc. 5847 San Felipe St. Suite 2800 Houston, TX 77057	<b>CONTACT NAME:</b> JLT Service Team <b>PHONE (A/C, No, Ext):</b> (713) 325-7615 <b>E-MAIL ADDRESS:</b> wspbbcertrequest@jltus.com		<b>FAX (A/C, No):</b> (713) 789-0415
	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> QBE Specialty Insurance Company		<b>NAIC #</b> 11515
<b>INSURED</b>  Parsons Brinckerhoff, Inc. 4139 Oregon Pike Ephrata, PA 17522	<b>INSURER B:</b>		
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
	<b>INSURER F:</b>		

### COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <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 OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
<b>A</b>	<b>Professional Liab.</b>			<b>QPL0022630</b>	<b>11/01/2015</b>	<b>11/01/2016</b>	<b>Per Claim/Aggregate 1,000,000</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

THIRTY (30) DAYS NOTICE OF CANCELLATION

Project Number: 187284A  
Project Description: LCP-City of Sacramento-DPWES  
Client Project Number: 15001141

### CERTIFICATE HOLDER

### CANCELLATION

City of Sacramento  
915 I Street  
Room 2000  
Sacramento, CA 95814

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



PARSBRI-01

SSMITH

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

8/1/2016

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).

<b>PRODUCER</b> JLT Specialty Insurance Services Inc. 5847 San Felipe St. Suite 2800 Houston, TX 77057	<b>CONTACT NAME:</b> JLT Service Team	
	<b>PHONE (A/C, No, Ext):</b> (713) 325-7615 <b>FAX (A/C, No):</b> (713) 789-0415 <b>E-MAIL ADDRESS:</b> wsppbcerrequest@jltus.com	
<b>INSURED</b>  Parsons Brinckerhoff, Inc. 4139 Oregon Pike Ephrata, PA 17522	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
	<b>INSURER A:</b> Zurich American Insurance Company	16535
	<b>INSURER B:</b> Liberty Insurance Corporation	42404
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
<b>INSURER F:</b>		

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>Contractual Liab.</b>	X	X	GLO9835819-03	04/01/2016	04/01/2017	EACH OCCURRENCE	\$ 2,000,000	
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000	
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:						MED EXP (Any one person)	\$ 5,000	
							PERSONAL & ADV INJURY	\$ 2,000,000	
							GENERAL AGGREGATE	\$ 5,000,000	
							PRODUCTS - COMP/OP AGG	\$ 2,000,000	
								\$	
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X	X	AS7-621-094060-035	10/01/2015	11/01/2016	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000	
							BODILY INJURY (Per person)	\$	
							BODILY INJURY (Per accident)	\$	
							PROPERTY DAMAGE (Per accident)	\$	
								\$	
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$	
							AGGREGATE	\$	
								\$	
B	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	X	WA7-62D-094060-015	10/01/2015	11/01/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
								E.L. EACH ACCIDENT	\$ 2,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 2,000,000	
							E.L. DISEASE - POLICY LIMIT	\$ 2,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
**THIRTY (30) DAYS NOTICE OF CANCELLATION**

Project Number: 187284A  
 Project Description: LCP-City of Sacramento-DPWES  
 Client Project Number: 15001141

SEE ATTACHED ACORD 101

**CERTIFICATE HOLDER****CANCELLATION**

City of Sacramento  
 915 I Street  
 Room 2000  
 Sacramento, CA 95814

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



# Additional Insured – Automatic – Owners, Lessees Or Contractors

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.
GLO9835819-03	04-01-2016	04-01-2017	04-01-2016	65-400-000

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**Named Insured:** WSP USA CORP., PARSONS BRINCKERHOFF GROUP INC.

**Address (including ZIP Code):**

228 East 45<sup>th</sup> STREET 3<sup>RD</sup> FLOOR  
NEW YORK, NY 10017

This endorsement modifies insurance provided under the:

**Commercial General Liability Coverage Part**

**A. Section II – Who Is An Insured** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

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

in the performance of your ongoing operations or "your work" as included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:**

This insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

- a. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

C. The following is added to Paragraph 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section IV – **Commercial General Liability Conditions**:

The additional insured must see to it that:

1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
2. We receive written notice of a claim or "suit" as soon as practicable; and
3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

D. For the purposes of the coverage provided by this endorsement:

1. The following is added to the Other Insurance Condition of Section IV – **Commercial General Liability Conditions**:

**Primary and Noncontributory insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

- a. The additional insured is a Named Insured under such other insurance; and
  - b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.
2. The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition of Section IV – **Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

E. This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

F. With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section III – **Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement referenced in Paragraph A. of this endorsement; or
  2. Available under the applicable Limits of Insurance shown in the Declarations,
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions of this policy remain unchanged.