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SACRAMENTO HOUSING AND REDEVELOPMENT AGENCY

APPROVED
September 21, 1981
SACRAMENTO REDEVELOPMENT AGENCY
CITY OF SACRAMENTO

CITY MANAGER'S OFFICE
RECEIVED
SEP 23 1981

Redevelopment Agency of the
City of Sacramento
Sacramento, California

SEP 29 1981

Honorable Members in Session:

SUBJECT: Contract for Professional Services for Modification to Existing Downtown Plaza Parking Facility Ventilation

SUMMARY

Attached is a resolution which approves selection of Guyer Santin, Inc. (Engineers) for the subject project and authorizes the Interim Executive Director to execute the attached Professional Services Agreement.

BACKGROUND

Downtown Plaza Parking Garage, owned by the Agency and operated by the Parking Authority is located at "K" Street Mall between 5th and 7th Streets. The existing facility is a two-story, underground structure constructed in 1969. The area per floor level is nominally 277,000 square feet, with a floor-to-floor height of nine feet, six inches, and a parking capacity of about 1,000 vehicles. The eight exhaust fans for the ventilation system are located at the lower level in pairs, at four locations, and they discharge vertically to the Mall above.

In December 1979, the City Engineering Department acquired the services of Buonaccorsi and Associates Consulting Engineers to identify whether a ventilation system deficiency existed in the garage. In their report, dated December 1980, they recognized the inadequacies of the existing system to remove carbon monoxide concentration of vehicle engine exhaust due to the following reasons:

1) the volume of the traffic is substantially higher than anticipated due to the recent additions of the facility, and 2) the facility experiences peak utilization periods which adversely impact the air quality of the garage during those times. Based on these findings, Buonaccorsi & Associates recommended that the existing ventilation system be modified to provide peak exhaust ventilation rates that comply with current code requirements. In addition, they recommended that zoned carbon monoxide monitoring systems be installed to allow intermittent and variable quantity operation of the exhaust system for energy conservation.

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SACRAMENTO HOUSING AND REDEVELOPMENT AGENCY

Redevelopment Agency of the
City of Sacramento

September 21, 1981
PAGE TWO

As the Buonaccorsi contract for services merely addressed the identification, not resolution, of the ventilation problem, another contract must be executed for technical services to perform further testing and develop final plans and specifications for the required work.

In March 1981, the City requested the Agency to obtain these professional services. To accomplish this, Agency staff solicited Request for Qualification submittals from mechanical engineers through advertisements in the local newspapers and direct telephone contracts of local engineering firms. Five proposals were received for consideration: Yoshpe Engineers, Paoluccio Engineers, Spink Corporation, Guyer Santin, Inc., and Buonaccorsi and Associates. Upon review of the written proposals and oral interviews with these firms by City and Agency staff, the firm of Guyer Santin, Inc., is recommended for selection to perform these services.

This contract involves the following tasks: 1) development of further testing and the preparation of a report delineating their findings, 2) preparation of specifications and working drawings, and 3) performance of on and off-site construction inspections. Guyer Santin, Inc. is prepared to start work on this project immediately upon approval to execute the attached contract. This testing and design work is scheduled to be completed three months after execution of the contract. A phase construction period of nine months is anticipated to permit the maximum continued operation of the existing system during construction. The estimated cost of the project is \$370,000.

FINANCIAL DATA

The estimated total project cost from Buonaccorsi's report is \$370,000 of which \$30,000 is estimated for engineering costs. Guyer Santin, Inc.'s cost proposal is \$46,352 of which \$13,088 is for additional testing and research. As previously mentioned, additional testing will be required for the design modification. Thus, Guyer Santin's engineering cost for development of plans and specifications is only \$33,264. This amount is virtually identical to the sum estimated by Buonaccorsi, and which is approximately 9% of the project cost. It is Agency staff opinion that this sum of \$46,352 is acceptable to prepare the testing, plans and specifications.

In the 1981 CIP budget, adopted on February 24, 1981 by Resolution No. HA 81-016, \$300,000 of Tax Increment funds has been budgeted for this project. It is anticipated that the total construction cost will be higher than the above budgeted amount, therefore an additional \$200,000 of Parking Facility funds has been identified to finance this project. The \$46,352 engineering cost, as proposed in the contract, will be paid from the \$300,000 as budgeted above.

SACRAMENTO HOUSING AND REDEVELOPMENT AGENCY

Redevelopment Agency of the
City of Sacramento

September 21, 1981
PAGE THREE

The project will not require the Agency to hire additional personnel for administration or technical support.

VOTE AND RECOMMENDATION OF COMMISSION

At its regular meeting of September 21, 1981, the Sacramento Housing and Redevelopment Commission adopted a motion recommending adoption of the attached resolution. The votes were as follows:

AYES: Coleman, Fisher, Luevano, A. Miller, Teramoto, B. Miller

NOES: None

ABSTAIN: Kneprath

ABSENT: Serna, Walton

RECOMMENDATION


The staff recommends adoption of the attached resolution which approves selection of Guyer Santin, Inc. (Engineers) for the subject project and authorizes the Interim Executive Director to execute the attached professional services agreement.

Respectfully submitted,



WILLIAM H. EDGAR
Interim Executive Director

TRANSMITTAL TO COUNCIL:


WALTER J. SLIPE
City Manager

Contact Person: Leo Goto

RESOLUTION NO. 81-080

ADOPTED BY THE REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO
ON DATE OF

September 29, 1981

APPROVAL AND EXECUTION OF CONTRACT
FOR MODIFICATION TO EXISTING
DOWNTOWN PLAZA PARKING FACILITY VENTILATION

BE IT RESOLVED BY THE REDEVELOPMENT AGENCY OF THE CITY
OF SACRAMENTO:

Section 1. The selection of Guyer Santin, Inc. to provide professional engineering services in connection with the modification to the existing Downtown Plaza Parking Facility ventilation, is hereby approved.

Section 2. The Interim Executive Director is authorized to execute the Professional Services Agreement with said firm.

CHAIRMAN

ATTEST:

SECRETARY

APPROVED
SACRAMENTO REDEVELOPMENT AGENCY
CITY OF SACRAMENTO

SEP 29 1981

CONTRACT FOR PROFESSIONAL AND TECHNICAL SERVICES

Modification to Existing
Downtown Plaza Parking Facility Ventilation

THIS AGREEMENT, made and entered into this _____ day of _____, 1981, by and between the REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO, a public body, corporate and politic (hereinafter referred to as the "Agency"), and GUYER SANTIN, INC., Engineering/Architecture/Planning (hereinafter referred to as the "Engineer").

WITNESSETH:

WHEREAS, the Agency is in the process of implementing the design and modification to the existing Downtown Plaza Parking Facility ventilation; located at the K Street Mall between 5th and 7th Streets in the City of Sacramento (said project hereinafter called the "Project"); and

WHEREAS, in furtherance of the implementation of the Project, the Agency desires to engage the Engineer to perform the services set out herein; and

WHEREAS, Engineer desires to perform said services for the compensation and in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, the parties hereto mutually agree as follows:

Article 1

SCOPE OF SERVICES AND COMPENSATION

1.1 Scope of Services

Engineer shall provide professional services in accordance with the terms and conditions of this Agreement in connection with the design and modification to the Project.

1.2 Consultants

In the performance of professional services under this Agreement, Engineer shall employ such consultants as it deems

necessary; Provided, however, that such consultants shall first be approved by the Agency.

1.3 Compensation

Agency shall compensate Engineer in accordance with the terms and conditions of this Agreement, as follows:

- (a) For the Engineer's Basic Services, as described in Article 2, Basic Compensation computed as set forth in the Fee Proposal dated July 27, 1981, attached hereto as Exhibit "A".
- (b) For the Engineer's Additional Services, described in Article 3, compensation at the hourly rates set forth in Exhibit "A" applicable to the employee classification utilized.

Additional Services of professional consultants - at the rate of FORTY-TWO and NO/100 DOLLARS (\$42.00) per hour.

- (c) For the Engineer's Reimbursable Expenses, amounts expended as defined in Article 6.
- (d) The times and further conditions of payment shall be as described in Article 7.

Article 2

ENGINEER'S BASIC SERVICES

GENERAL

2.1 Professional Services

- (a) The Engineer shall supply professional services necessary for planning, testing and designing the Project, including architectural, structural engineering, mechanical and electrical engineering, civil engineering, cost estimating and other services required for the complete performance of this Agreement.
- (b) The Engineer shall prepare the Report and Schematic Design Documents and shall provide additional professional services only after the Report and Schematic Design Documents are approved by the Agency.

2.2 Design Criteria

The Engineer shall design the Project to meet the criteria to be furnished by the Agency (hereinafter called "Criteria").

2.3 Ordinances

The Engineer shall design the Project to conform to all applicable Federal, State and local laws, codes, ordinances and regulations as modified by any waivers which may be obtained from the appropriate jurisdictions.

2.4 Materials

The Engineer shall specify only such articles, materials and supplies as comply with the requirements of the Design Criteria.

2.5 Restrictive Drawings and Specifications

The Engineer shall avoid the use of proprietary or other construction systems, materials or products that would limit competition, except where authorized by the Agency.

2.6 Time and Order of Work

The Engineer and the Agency shall agree upon a schedule of time and order for development of the Project and the performance of the Engineer's services, based upon reasonable times for review, approval and return of documents, to insure the prompt and continuing prosecution of the work. The schedule shall include provisions for the preparation and delivery by the Engineer to the Agency of:

- (a) Study and Report and Schematic Design Documents within thirty-five (35) calendar days from the date of this Agreement.
- (b) Construction Documents within sixty (60) calendar days from the date of receipt of notice to proceed therewith.

SCHEMATIC DESIGN PHASE

2.7 Upon receipt of the Agency's written notice to proceed, the Engineer shall prepare and deliver the Report and Schematic Design Documents to the Agency within the time specified. These documents shall constitute a presentation of the complete concept of the Project, including all major elements of design, planned to promote economy both in construction and in administration, and to comply with current Criteria and cost limitations. They shall include but not be limited to:

- (a) Report identifying the ventilation problem in the garage, related to the present exhaust system, due to increased parking, peak traffic flow and maintenance and operational problems.
- (b) Report shall also identify system modifications considered appropriate for present and projected space utilization requirements, including energy conservation measures.
- (c) Schematic Design showing selection of equipment and conceptual installation arrangement for proposed system modification.
- (d) Schedule showing construction time and phasing for system modification.
- (e) A statement of estimated system modification/construction cost covering all work designed or specified by the Engineer, representing his best judgment as a design professional familiar with the construction industry.

CONSTRUCTION DOCUMENTS PHASE

2.8 General

Upon receipt of the Agency's written notice to proceed, the Engineer shall prepare and deliver to the Agency for its approval all Bidding and Construction Documents which are required prior to advertising for bids. The Drawings and Specifications produced in this Phase shall be consistent with the approved Schematic Design Documents, including the Estimated Project Construction Cost, all as approved by the Agency. Changes which may be recommended by the Engineer to keep within the Estimated Project Construction Cost, or for other reasons arising during detailed study, shall require the Agency's approval before execution.

2.9 Drawings and Specifications

These documents shall set forth in detail and prescribe the work to be done; the materials, workmanship, finishes and equipment required for the architectural, structural, mechanical and electrical work; the necessary bidding information, together with bid and contract forms; the General and Special Conditions of the contract. In addition, the Drawings shall include title sheet and index of drawings.

2.10 Approvals by Agency

The Engineer shall submit the completed Bidding and Construction Documents to the Agency, and shall make all changes

necessary to obtain approval by the Agency. Such approval shall not relieve the Engineer of his other obligations under this Agreement except as to features thereof upon which the Agency has specifically instructed him in writing and to which he has specifically objected in writing.

2.11 Cost Breakdown

The Engineer shall furnish the Agency a summary breakdown of the estimated construction cost of the Project consistent with the Bidding and Construction Documents and in the form prescribed by the Agency. Changes from the Estimated Project Construction Cost established in accordance with subparagraph 2.7 above shall be explained.

2.12 Approval by Other Agencies

As soon as the Bidding and Construction Documents are approved by the Agency, the Engineer shall submit to those agencies of the local, State or Federal Government having jurisdiction over the Project all documents which they have the right to require for approval of any features thereof, and to all other agencies (1) who will furnish services to the completed Project, (2) whose services require provisions therefor in its design, and (3) whose approval is required to insure such service. If obtaining such approvals would require noncompliance with the Criteria, the Engineer shall promptly notify the Agency in writing.

2.13 Changes Required

The Engineer shall promptly make all changes in the Bidding and Construction Documents necessary to obtain approval of the agencies described in paragraph 2.12 above, for construction, services and occupancy without additional compensation or reimbursement; Provided, that if, subsequent to the date of receiving the Agency's notice to proceed with preparation of the Documents, revisions in applicable building codes or other regulations require changes and added expense to the Engineer, this shall be paid for as an Additional Service.

2.14 Certification

The Engineer shall furnish certification to the Agency that the Bidding and Construction Documents are in compliance with the provisions of paragraphs 2.2, 2.3 and 2.12 above. If any agency referred to in paragraph 2.12 above is unwilling or without authority to give written approval prior to formal application for construction permit, then the Engineer shall so report in his certification to the Agency and shall state therein that to the best of his knowledge and belief the Documents as submitted will meet the approval of such agency or agencies.

2.15 Reproduction of Final Documents

The Engineer shall have the approved Bidding and Construction Documents reproduced for bid and construction purposes in such form and number as the Agency may direct, the cost of which shall be reimbursable as provided in Article 6.

2.16 Revisions

The Engineer, whenever necessary, shall make revisions in Bidding and Construction Documents due to deficiencies under the requirements of this Agreement. The Engineer shall also be responsible for preparation of addenda.

CONTRACT AWARD PHASE

2.17 Assistance in Taking Bids

The Engineer shall assist the Agency in connection with advertising for and securing bids and awarding construction contracts. He shall be present at the public opening of bids to review and tabulate bidders' proposals, and he shall make recommendations to the Agency regarding award of contracts.

2.18 Revisions after Bid Opening

If, after the opening of bids, the lowest responsible bid exceeds by more than ten percent (10%) the Estimated Project Construction Cost, the Engineer, upon order of the Agency shall make such revisions and alterations in the Drawings and Specifications as may be necessary to permit proper construction and completion of the Project within the Estimated Project Construction Cost.

CONSTRUCTION PHASE

2.19 Engineer's Services

- (a) Approve Construction Progress Schedule submitted by contractor.
- (b) Prepare large-scale, full-size, or other drawings (exclusive of shop drawings) as needed to supplement the Contract Drawings, to permit proper construction of the Project.
- (c) Advise the Agency on needed interpretations (other than legal interpretations) and clarifications of the Drawings and Specifications.
- (d) Make modifications in Drawings and Specifications, and prepare Change Orders.

- (e) Countersign Change Orders.
- (f) Review and approve contractor's shop and detail drawings.
- (g) Determine the extent of laboratory testing required for the work; recommend suitable arrangements for tests of materials, structural systems, or equipment; with approval of the Agency make any necessary arrangement for the selection of samples, and the actual testing thereof; and recommend Agency's approval or disapproval of samples, certificates and test reports.
- (h) Make periodic visits to the site to become familiar with the progress and quality of the work and to determine if the work is proceeding in accordance with the Contract Documents. On the basis of his on-site observations he shall endeavor to guard the Agency against defects and deficiencies in the work. After each visit, he shall submit a written report to the Agency which shall include all observed deficiencies. A copy of each report shall also be filed at the site. Such visits shall be made by the Engineer or his representative not less than twice during each week while actual construction is in progress. These visits shall continue as a Basic Service for a period not to exceed by more than twenty percent (20%) the construction period originally established by the Contract Documents (i.e., Basic Services period). The Engineer shall not be responsible for construction means, methods, techniques, sequences, and for safety precautions and programs in connection with the work, and he shall not be responsible for the contractor's failure to carry out the work in accordance with the Contract Documents.
- (i) Advise on special problems and on changes necessitated by unforeseen conditions encountered in the course of construction.
- (j) Review and recommend to the Agency payment of periodic estimates of the value of acceptable work in place, and material delivered to and properly stored on site.
- (k) Prepare a set of reproducible record prints of Drawings showing significant changes in the work made during construction, including the locations of underground utilities and appurtenances referenced to permanent surface improvements, based on marked-up prints, drawings and other data furnished by the contractor to the Engineer.
- (l) Assist in final inspection and sign Certificates of Completion.

Article 3

ADDITIONAL SERVICES

If any of the following Additional Services are ordered in writing by the Agency, they shall be paid for by the Agency as provided in subparagraph 1.3(b).

- 3.1 Major revisions of previously approved Drawings, Specifications and other documents, due to causes beyond the control of the Engineer and not due to any error or omission by him or failure to carry out his obligations under this Agreement, including but not limited to revisions required by Criteria or code changes.
- 3.2 Arranging for the work to proceed should any contractor on the Project default.
- 3.3 Providing prolonged services during construction when, due to no fault of the Engineer, the contract time is extended beyond the Basic Services period. [See subparagraph 2.19(h)]
- 3.4 Observing and inspecting the replacement or repairs of any work damaged by causes not attributable to the Engineer's responsibility under this Agreement.
- 3.5 Preparing a competitive design, drawings, specifications, and additional form of proposal, to determine the comparable cost of a proprietary or an alternate system of construction.
- 3.6 Preparing to serve or serving as an expert witness in connection with any public hearing, arbitration proceeding or legal proceeding.

Article 4

THE AGENCY'S RESPONSIBILITIES

- 4.1 The Agency shall provide all necessary information regarding its requirements as expeditiously as necessary for the orderly progress of the work.
- 4.2 The Agency shall designate the representative authorized to act in its behalf with respect to the Project. The Agency or its representative shall examine documents submitted by the Engineer and shall promptly render decisions pertaining thereto to avoid unreasonable delay in the progress of the Engineer's work.

- 4.3 The Agency shall provide information on proposed closures of existing streets or alleys and on traffic flow in the parking facility.
- 4.4 The Agency shall provide information on any previously obtained waivers of local codes or regulations affecting the design and modification of the Project.
- 4.5 The Agency shall provide a statement of any work, such as street improvements, to be performed by others and, therefore, not to be included in the Construction Contract for the Project.
- 4.6 If the Agency observes or otherwise becomes aware of any fault or defect in the Project or non-conformance with the Contract Documents, it shall give prompt written notice thereof to the Engineer.
- 4.7 The Agency shall furnish legal, accounting and insurance counseling services as may be necessary for the Project.
- 4.8 The Agency shall furnish the schedule of minimum wage rates approved by the Secretary of Labor for inclusion in the Bid Documents.
- 4.9 The Engineer shall be entitled to rely upon the accuracy and completeness of information furnished by the Agency.

Article 5

DIRECT PERSONNEL EXPENSE

- 5.1 Direct Personnel Expense includes actual and reasonable salaries, together with related expenses identified in paragraph 5.2, paid to principals and technical personnel for performing the Additional Services stipulated under this Agreement. Direct Personnel Expense does not include expense of an overhead nature.
- 5.2 Direct Personnel Expense includes cost of salaries and of mandatory and customary benefits such as statutory employee benefits, insurance, sick leave, holidays and vacations, pensions and similar benefits.

Article 6

REIMBURSABLE EXPENSES

6.1 Reimbursable Expense includes actual and necessary expenditures of the Engineer, his associates, or his technical personnel in the interest of the Project, as follows:

- (a) Expense of transportation, including travel to and from the site of the Project, and living expense while in travel status provided that written authorization and approval for such travel is given by the Agency. Allowable living expense while in travel status shall be the same allowance as adopted by the Agency for its own employees.
- (b) Reproduction of Bidding and Construction Documents required for bidding and construction purposes.
- (c) Fees required to be paid for securing approval of regulatory agencies having jurisdiction over the Project.

Article 7

PAYMENTS TO THE ENGINEER

7.1 Payments on account of the Engineer's Basic Services shall be made as follows:

- (a) Subject to the provisions of subsection (b) below, payments on account of the Engineer's Basic Services shall be made in three (3) installments; Provided that Engineer shall have first submitted a requisition to Agency indicating the particular services performed and the number of hours expended in connection with such services. The cumulative compensation for Basic Services shall equal the following percentages of the Basic Compensation at the completion of each phase of the work:

(1)	Study and Report Phase	28.24%	
	Schematic Design Phase	<u>14.31%</u>	42.55%
(2)	Final Design Phase		42.95%
(3)	Inspection Phase		14.50%

(b) Subject to the limitations set forth in subsections (1), (2) and (3) below, it is expressly understood and agreed that in no event will the total compensation and reimbursement, if any, to be paid hereunder exceed the maximum sum of FORTY-SIX THOUSAND THREE HUNDRED FIFTY-TWO and NO/100 DOLLARS (\$46,352.00) for all of the services required.

(1) Maximum Compensation - Study and Report Phase. For the Engineer's Services set forth in Item 1 of Exhibit "A", Engineer shall be paid an amount not to exceed THIRTEEN THOUSAND EIGHTY-EIGHT and NO/100 DOLLARS (\$13,088.00).

(2) Maximum Compensation - Working Design Phase.

a. For the Engineer's services under the Schematic Design Phase, set forth in Item 2 of Exhibit "A", Engineer shall be paid an amount not to exceed SIX THOUSAND SIX HUNDRED THIRTY-SIX and NO/100 DOLLARS (\$6,636.00).

b. For the Engineer's Services under the Final Design Phase, set forth in Item 2 of Exhibit "A", Engineer shall be paid an amount not to exceed NINETEEN THOUSAND NINE HUNDRED EIGHT and NO/100 DOLLARS (\$19,908.00).

(3) Maximum Compensation - Construction/Inspection Phase. For the Engineer's Services set forth in Exhibit "A", Engineer shall be paid an amount not to exceed SIX THOUSAND SEVEN HUNDRED TWENTY and NO/100 DOLLARS (\$6,720.00).

7.2 Payments for Additional Services as defined in Article 3, and for Reimbursable Expenses as defined in Article 6, shall be made monthly upon presentation of the Engineer's statement of services rendered, accompanied by evidence of disbursements.

7.3 No deductions shall be made from the Engineer's compensation on account of penalty, liquidated damages, or other sums withheld from payments to contractors.

7.4 The Engineer shall not incur costs in excess of the estimated maximum cost for any Additional Services provided for in Article 3 unless a revised higher amount has been approved by the Agency.

Article 8

ENGINEER'S ACCOUNTING RECORDS

Records of the Engineer's Direct Personnel and Reimbursable Expenses pertaining to the Project shall be kept on a generally recognized accounting basis. The Agency or its authorized representatives shall have full and free access to such records, including the right to audit, and to make excerpts and transcripts from such records.

Article 9

MISCELLANEOUS REQUIREMENTS

9.1 Nondiscrimination

In connection with the performance of work under this Agreement, the Engineer agrees not to discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, marital status, national origin or ancestry. The Engineer will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin or ancestry. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Engineer further agrees to insert the foregoing provisions in all contracts made by him in connection with the services called for under this Agreement, except contracts for standard commercial supplies or raw materials.

9.2 Assignability

The Engineer shall not assign or transfer any interest in this Agreement except that claims for moneys due or to become due him from the Agency under this Agreement may be assigned to a bank, trust company, or other financial institution. If the Engineer is a partnership, this contract shall inure to the benefit of the surviving or remaining members of such partnership approved by the Agency.

9.3 Termination by the Agency.

- (a) The Agency may, by seven (7) days written notice to the Engineer, terminate this Agreement in whole or in part at any time, either for the Agency's

convenience or because of the failure of the Engineer to fulfill its obligations under the Agreement. Upon receipt of such notice, the Engineer shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Agency all data, drawings, specifications, reports, estimates and such other information and materials as may have been accumulated by the Engineer in performing this Agreement, whether completed or in process.

- (b) If the termination is for the convenience of the Agency, the Engineer shall be entitled to compensation determined in accordance with subparagraph 9.3(e).
- (c) If the termination is due to the failure of the Engineer to fulfill his obligations under this Agreement, (1) the Agency may require the Engineer to deliver to it, in the manner and to the extent directed by the Agency, any work as described in subparagraph 9.3(a) (2), and compensation for work so delivered and accepted by the Agency shall be determined in accordance with subparagraph 9.3(e); (2) the Agency may take over the work and prosecute the same to completion by contract or otherwise, and the Engineer shall be liable to the extent that the total cost for completion of services required under this Agreement exceeds the compensation herein stipulated; and (3) the Agency may withhold any payments to the Engineer, for the purpose of set-off or partial payment, as the case may be, of amounts owed the Agency by the contractor.
- (d) If, after notice of termination for failure to fulfill contract obligations, it is determined that the Engineer has not so failed, the termination shall be deemed to have been effected for the convenience of the Agency, and subparagraph 9.3(b) shall be applicable.
- (e) In the event of termination at any time up to and including delivery to the Agency of the Schematic Design Documents, compensation for services rendered shall be the actual payments authorized and due for services on the basis of a multiple of Direct Personnel Expense, and for Reimbursable Expenses. In case of termination during any later phase of the Engineer's work, the compensation shall consist of an amount determined in the same manner plus a percentage of the fee specified in Article 7 commensurate with the percentage of the total work required under this Agreement which shall have been completed prior to the termination.

9.4 Suspension by the Agency

The Agency may suspend this Agreement in whole or in part at any time for the Agency's convenience. The Agency shall give the Engineer seven (7) days written notice of such suspension. Upon receipt of such notice, the Engineer shall immediately discontinue all services affected. If the suspension is stated to be for more than three (3) months, or if suspension has been in effect for more than three (3) months, the Engineer shall deliver all work as described in subparagraph 9.3(a)(2) and the Engineer shall be entitled to compensation for all services rendered in accordance with this Agreement prior to the suspension, determined in accordance with subparagraph 9.3(e). Upon resumption of work following a suspension, the payments received by the Engineer shall be credited as having been paid toward the compensation otherwise due under the terms of this Agreement. If suspension exceeds three (3) months, an equitable adjustment in compensation shall be negotiated to compensate for increases in costs caused by the suspension.

9.5 Delays by Agency

- (a) If the performance of all or any part of the work is, for an unreasonable period of time, delayed by an act of the Agency in the administration of this Agreement other than a suspension under paragraph 9.4, or by his failure to act within the time specified in this Agreement (or if no time is specified, within a reasonable time), an adjustment shall be made for any increase in cost of performance of this Agreement (excluding profit) necessarily caused by such unreasonable delay, and the Agreement modified in writing accordingly. However, no adjustment shall be made under this Paragraph for any suspension or delay to the extent (1) that the performance would have been suspended or delayed by any other cause, including the fault or negligence of the Engineer, or (2) for which an equitable adjustment is provided for or excluded under any other provision of this Agreement.

- (b) No claim under this Paragraph shall be allowed (1) for any costs incurred more than twenty (20) days before the Engineer shall have notified the Agency in writing of the act or failure to act involved, and (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of such suspension or delay, but not later than the date of final payment. No part of any claim based on the provisions of this clause shall be allowed if not supported by adequate evidence showing that the cost would not have been incurred within the provisions of this clause.

9.6 Certificate and Release

Prior to final payment under this Agreement or prior to settlement upon termination of the Agreement, and as a condition precedent thereto, the Engineer shall execute and deliver to the Agency a certificate and release in form acceptable to the Agency, containing a release of all claims against the Agency by the Engineer under and by virtue of this Agreement, other than such claims, if any, as may be specifically excepted by the Engineer in stated amounts set forth therein.

9.7 Ownership of Documents

All Reports, Drawings and Specifications prepared and furnished by the Engineer shall become the property of the Agency upon their approval in writing by the Agency, or upon the prior termination of the Engineer's services hereunder, and the Engineer shall have no claim for further employment or additional compensation as a result of exercise by the Agency of its full rights of ownership of these documents and materials.

9.8 Disputes

In the event of dispute arising under this Agreement, the Engineer shall notify the Agency promptly in writing of his contentions and submit his claim. If the dispute arises before performance of the related work, the written notice shall be submitted prior to commencing such work. In any event, the Engineer shall proceed with his work hereunder in compliance with the instructions of the Agency, but such compliance shall not be a waiver of the Engineer's rights to make a claim, provided he has notified the Agency in writing as above stipulated.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the date first above written.

REDEVELOPMENT AGENCY OF THE CITY
OF SACRAMENTO

APPROVED AS TO FORM:

By _____
Interim Executive Director

Chief Counsel

APPROVED:

GUYER SANTIN, INC., Engineering/
Architecture/Planning

Finance Department

By _____

Cost Code _____

455 Capitol Mall, Suite 302
Sacramento, California 95814

Organization Approval

License/ID # _____

[Authorized by Resolution No. _____]

FEE PROPOSAL
TO
SACRAMENTO HOUSING AND REDEVELOPMENT AGENCY
FOR
MODIFICATION TO
DOWNTOWN PLAZA PARKING FACILITY
VENTILATION

JULY 27, 1981

1. STUDY AND REPORT PHASE

1.1 FIELD INVESTIGATIONS

Mechanical Engineer - 24 hr @ \$42/hr = \$1,008
Electrical Engineer - 16 hr @ \$42/hr = 672

1.2 TEST EQUIPMENT FABRICATION AND DEVELOPMENT

Mechanical Engineer - 24 hr @ \$42/hr = 1,008
Technician - 40 hr @ \$25/hr = 1,000
Materials and Equipment - 1,000

1.3 TESTING

Mechanical Engineer - 40 hr @ \$42/hr = 1,680
Technician - 40 hr @ \$25/hr = 1,000
Technician - 40 hr @ \$25/hr = 1,000

1.4 ANALYSIS

Mechanical Engineer - 40 hr @ \$42/hr = 1,680

1.5 PREPARE REPORT

Mechanical Engineer - 40 hr @ \$42/hr = 1,680
Drafting - 40 hr @ \$25/hr = 1,000
Clerical - 24 hr @ \$15/hr = 360

Sub-Total: \$13,088

2. DESIGN PHASE

2.1 WORKING DRAWINGS

Mechanical Engineer - 200 hr @ \$42/hr = 10,080
Electrical Engineer - 80 hr @ \$42/hr = 3,360
Architectural/Structural Engineer - 40 hr @ \$42/hr = 1,680
Drafting - 240 hr @ \$25/hr = 6,000

2.2 SPECIFICATIONS

Mechanical Engineer - 40 hr @ \$42/hr =	1,680
Electrical Engineer - 24 hr @ \$42/hr =	1,008
Architectural/Structural Engineer - 16 hr @ \$42/hr =	672
Clerical - 40 hr @ \$15/hr =	600

2.3 COST ESTIMATE

Mechanical Engineer - 16 hr @ \$42/hr =	672
Electrical Engineer - 8 hr @ \$42/hr =	336
Architectural/Structural Engineer - 8 hr @ \$42/hr =	336
Clerical - 8 hr @ \$15/hr =	120

Sub-Total: \$26,544

3. CONSTRUCTION PHASE

3.1 OFFICE ENGINEERING

Mechanical Engineer - 80 hr @ \$42/hr =	3,360
Electrical Engineer - 40 hr @ \$42/hr =	1,680
Architectural/Structural Engineer - 40 hr @ \$42/hr =	1,680

3.2 RESIDENT INSPECTION

Technician - 320 hr @ \$25/hr =	8,000
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Sub-Total: ~~\$14,720~~ \$6,720

GRAND TOTAL:

~~\$51,352~~
\$46,352