

AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This agreement for the provision of services associated with Alliant Consulting Inc. ("Agreement") is made and entered in this 26th day of June, 2014 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and Alliant Consulting Inc. ("Consultant"). City and Consultant are sometimes individually referred to herein as a "Party" and, together, as the "Parties." In consideration of the mutual promises contained herein, City and Consultant agree as follows:

ARTICLE 1 – ENGAGEMENT OF CONSULTANT

- 1.1 City hereby engages Consultant to provide Labor Compliance services for City's Quality of Life Department (the "Services").
- 1.2 The Services shall be performed by Consultant in a professional manner, and Consultant represents that it has the skill and the professional expertise necessary to provide the Services to City at a level of competency presently maintained by other practicing professional consultants in the industry providing like and similar types of Services.

ARTICLE 2 – SERVICES OF CONSULTANT

- 2.1 The Services that Consultant shall perform are more particularly described in Exhibit "A," entitled "Scope of Services," which is attached hereto and incorporated herein by reference.
- 2.2 Consultant shall comply with applicable federal, state and local laws and regulations in the performance of this Agreement including, but not limited to State prevailing wage laws.

ARTICLE 3 – RESPONSIBILITIES OF CITY

- 3.1 City shall make available to Consultant information in its possession that may assist Consultant in performing the Services.
- 3.2 City designates Kathleen Giorgianni, Sr. Administrative Analyst, as City's representative with respect to performance of the Services, and such person shall have the authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to performance of the Services.

ARTICLE 4 – PERFORMANCE OF SERVICES

- 4.1 Consultant shall perform and complete the Services in a prompt and diligent manner in accordance with the schedule set forth in Exhibit "B," entitled "Project Schedule," which is attached hereto and incorporated herein by reference. The Services shall commence within ten (10) days of the Effective Date of this Agreement.

- 4.2 If Consultant's Services include deliverable electronic visual presentation materials, such materials shall be delivered in a form, and made available to the City, consistent with City Council adopted policy for the same. It shall be the obligation of Consultant to obtain a copy of such policy from City Staff.

ARTICLE 5 – PAYMENTS TO CONSULTANT

- 5.1 The total compensation for Consultant's performance of the Services shall not exceed the amount Four Thousand Eight Hundred Fifty Dollars (\$4850.00). City shall pay Consultant on a time and materials basis up to the not to exceed amount, in accordance with Exhibit "C" entitled "Project Costs and Hourly Rates." Exhibit "C" is attached hereto and incorporated herein by this reference.
- 5.2 Consultant shall submit monthly invoices to City describing the Services performed during the preceding month. Consultant's invoices shall include a brief description of the Services performed, the dates the Services were performed, the number of hours spent and by whom, and a description of reimbursable expenses related to the Services. City shall pay Consultant no later than thirty (30) days after receipt and approval by City of Consultant's invoice.
- 5.3 All notices shall be given in writing by personal delivery or by mail. Notices sent by mail should be addressed as follows:

City

Fred Cardenas, Director
Quality of Life Department
City of Redlands
35 Cajon Street, Suite 222
PO. Box 3005 (mailing)
Redlands, CA 92373

Consultant

Alliant Consulting Inc.
555 Cajon Street, Suite A
Redlands, CA 92373

When so addressed, such notices shall be deemed given upon deposit in the United States Mail. Changes may be made in the names and addresses of the person to whom notices and payments are to be given by giving notice pursuant to this section 5.3.

ARTICLE 6 – INSURANCE AND INDEMNIFICATION

- 6.1 Insurance required by this Agreement shall be maintained by Consultant for the duration of its performance of the Services. Consultant shall not perform any Services unless and until the required insurance listed below is obtained by Consultant. Consultant shall provide City with certificates of insurance and endorsements evidencing such insurance prior to commencement of the Services. Insurance policies shall include a provision prohibiting cancellation or modification of the policy except upon thirty (30) days prior written notice to City.

- 6.2 Workers' Compensation and Employer's Liability insurance in the amount that meets statutory requirements with an insurance carrier acceptable to City, or certification to City that Consultant is self-insured or exempt from the workers' compensation laws of the State of California. Consultant shall provide City with Exhibit "D," entitled "Workers' Compensation Insurance Certification," which is attached hereto and incorporated herein by this reference prior to performance of the Services.
- 6.3 Consultant shall secure and maintain comprehensive general liability insurance with carriers acceptable to City. Minimum coverage of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate for public liability, property damage and personal injury is required. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.
- 6.4 Consultant shall have business auto liability coverage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence, combined single limit bodily injury liability and property damage liability. This coverage shall include all Consultant owned vehicles used in connection with Consultant's provision of the Services, hired and non-owned vehicles, and employee non-ownership vehicles. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self insurance maintained by City.
- 6.5 Consultant shall defend, indemnify and hold harmless City and its elected officials, employees and agents from and against any and all claims, losses or liability, including attorneys' fees, arising from injury or death to persons or damage to property occasioned by and negligent act or omission by, or the willful misconduct of, Consultant, or its officers, employees and agents in performing the Services.

ARTICLE 7 – CONFLICTS OF INTEREST

- 7.1 Consultant covenants and represents that it does not have any investment or interest in any real property that may be the subject of this Agreement or any other source of income, interest in real property or investment that would be affected in any manner or degree by the performance of Consultant's Services. Consultant further covenants and represents that in the performance of its duties hereunder, no person having any such interest shall perform any Services under this Agreement.
- 7.2 Consultant agrees it is not a designated employee within the meaning of the Political Reform Act because Consultant:
- A. Does not make or participate in:
- (i) the making of any City governmental decisions regarding approval of a rate, rule or regulation, or the adoption or enforcement of laws;

- (ii) the issuance, denial, suspension or revocation of City permits, licenses, applications, certifications, approvals, orders or similar authorization or entitlements;
- (iii) authorizing City to enter into, modify or renew a contract;
- (iv) granting City approval to a contract that requires City approval and to which City is a party, or to the specifications for such a contract;
- (v) granting City approval to a plan, design, report, study or similar item;
- (vi) adopting or granting City approval of policies, standards or guidelines for City or for any subdivision thereof.

B. Does not serve in a staff capacity with City and, in that capacity, participate in making a governmental decision or otherwise perform the same or substantially the same duties for City that would otherwise be performed by an individual holding a position specified in City's Conflict of Interest Code under Government Code section 87302.

- 7.3 In the event City officially determines that Consultant must disclose its financial interests, Consultant shall complete and file a Fair Political Practices Commission Form 700, Statement of Economic Interests, with the City Clerk's office pursuant to the written instructions provided by the City Clerk.

ARTICLE 8 – GENERAL CONSIDERATIONS

- 8.1 In the event any action is commenced to enforce or interpret any of the terms or conditions of this Agreement the prevailing Party shall, in addition to any costs and other relief, be entitled to the recovery of its reasonable attorneys' fees, including fees for the use of in-house counsel by a Party.
- 8.2 Consultant shall not assign any of the Services, except with the prior written approval of City and in strict compliance with the terms and conditions of this Agreement.
- 8.3 Records, drawings, designs, cost estimates, electronic data files, databases and any other documents developed by Consultant in connection with its performance of the Services, and any copyright interest in such documents, shall become the property of City and shall be delivered to City upon completion of the Services, or upon the request of City. Any reuse of such documents, and any use of incomplete documents, shall be at City's sole risk.
- 8.4 Consultant is for all purposes under this Agreement an independent contractor and shall perform the Services as an independent contractor. Neither City nor its agents shall have control over the conduct of Consultant or Consultant's employees, except as herein set forth. Consultant shall supply all necessary tools and instrumentalities required to perform the Services. Assigned personnel employed by Consultant are for its account only, and in no event shall Consultant or personnel retained by it be deemed to have been employed by City or engaged by City for the account of, or on behalf of City. Consultant

shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent, nor shall Consultant have any authority, express or implied, to bind City to any obligation.

- 8.5 Unless earlier terminated as provided for below, this Agreement shall terminate upon completion and acceptance of the Services by City. This Agreement may be terminated by City, in its sole discretion, by providing not less than five (5) days prior written notice to Consultant (delivered by certified mail, return receipt requested) of City's intent to terminate. If this Agreement is terminated by City, an adjustment to Consultant's compensation shall be made, but (1) no amount shall be allowed for anticipated profit or unperformed Services, and (2) any payment due Consultant at the time of termination may be adjusted to the extent of any additional costs to City occasioned by any default by Consultant. Upon receipt of a termination notice, Consultant shall immediately discontinue its provision of the Services and, within five (5) days of the date of the termination notice, deliver or otherwise make available to City, copies (in both hard copy and electronic form, where applicable) of project related data, design calculations, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by Consultant in performing the Services. Consultant shall be compensated on a pro-rata basis for Services completed up to the date of termination.
- 8.6 Consultant shall maintain books, ledgers, invoices, accounts and other records and documents evidencing costs and expenses related to the Services for a period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant pursuant to this Agreement. Such books shall be available at reasonable times for examination by City at the office of Consultant.
- 8.7 This Agreement, including the Exhibits incorporated herein by reference, represents the entire agreement and understanding between the Parties as to the matters contained herein, and any prior negotiations, written proposals or verbal agreements relating to such matters are superseded by this Agreement. Except as otherwise provided for herein, an amendment to this Agreement shall be in writing, approved by City and signed by City and Consultant.
- 8.8 This Agreement shall be governed by and construed in accordance with the laws of the State of California.
- 8.9 If one or more of the sentences, clauses, paragraphs or sections contained in this Agreement is declared invalid, void or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall not affect, impair or invalidate the remaining sentences, clauses, paragraphs or sections contained herein, unless to do so would deprive a Party of a material benefit of its bargain under this Agreement.

IN WITNESS WHEREOF, duly authorized representatives of City and Consultant have signed in confirmation of this Agreement.

CITY OF REDLANDS

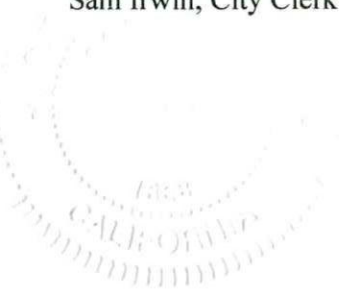
By: 
Tina Kundig, Finance Director

ALLIANT CONSULTING, INC.

By: 
Christa Schott, President

Attest:


Sam Irwin, City Clerk



Alliant Consulting, Inc.

SCOPE OF SERVICES:

Alliant Consulting recognizes the dilemmas that California public agencies are facing in becoming compliant with State and Federal labor laws in order to receive their proper funds from State and Federal bond and grant programs. Alliant Consulting provides the State and Federally approved third party Labor Compliance Consultant Services to actively initiate, monitor and enforce labor compliance on behalf of public agencies throughout California. For the Department of Energy funded HVAC Replacement Project, Alliant shall tailor our standard labor compliance scope of work to specifically address the Federal, HUD and Section 3 compliance requirements. Our proposed Scope of Work is as follows:

Review of Bid & Contract Documents, Review of Fund Provisions- Alliant shall review all Bid documents including but not limited to: General Conditions, Bid Advertisement, Bid Package, Specifications and Pre-Qualification Packages to gain a clear understanding of the specific Federal requirements on this project. Alliant shall make recommendations to the City regarding proper State and Federal prevailing wage language and requirements to be added to the Bid documents, if needed. Alliant shall also review the labor compliance language provided in the Department of Energy grant to set up the project compliance with project-specific requirements.

Pre-construction Meeting- Alliant shall conduct a job start meeting with the Prime Contractor, all listed subcontractors, and a representative of the City of Redlands. At this meeting, the applicable Federal and State labor laws and the Local and Section 3 contractual obligations of the contractor will be discussed, and a summary of the requirements will be signed by representatives of the Prime Contractor, all subcontractors, the City, and Alliant. A copy of a pre-construction handout with project-specific related documents, as well as applicable blank forms, will be prepared and distributed. Meeting minutes shall be prepared by Alliant and sent to the City with a sign in sheet listing attendees. Alliant shall provide a summary and coordinate the signing of documents discussed at this meeting. Alliant shall also prepare and submit the notice of contract award to the Department of Labor.

Collection and Review of Certified Payrolls- Alliant Consulting shall request and ensure receipt of weekly certified payroll records of all workers from each contractor on the project. The listed wage rate for every worker will be compared to the prevailing wage rates posted by DIR for each trade and work classification. Apprentice hours will also be checked to ensure proper standards are met. Any discrepancies, omissions, or inaccuracies in the submitted payrolls will be noted, and Alliant shall request, via certified mail, immediate clarification, or correction from the Contractor. On-going, regular communication with the Contractors and the City is intended to help keep violations to a minimum.

Alliant Consulting, Inc.

Approach and Methodology

On Site Monitoring- Alliant Consulting shall obtain work schedules from the Contractor for the project and provide them to site monitors in order to better coordinate site visits and increase efficiency, while minimizing impact on the productivity of the workers. Upon arrival, Site Monitor will check for proper labor compliance, wage and apprentice rule postings, providing these documents as necessary. Site interview forms will be provided to the monitors, for their use in conducting random work site interviews with 2-3 workers per contractor. These site visits will occur weekly as mandated by the State or more often as necessary to investigate possible violations or claims filed by workers.

Investigation and Audit of Certified Payrolls- Alliant Consulting shall promptly investigate any unresolved violations or claims of inadequate payment of wages or fringe benefits made by workers. Paycheck stubs, time cards, daily logs, and any other applicable payroll records may be requested from the Contractor and subcontractors, and will be compared with the submitted certified payrolls for that project. Alliant shall conduct additional worker interviews, and maintain an open line of communication with workers on the project site in question. In addition to investigating payment of prevailing wage rates and benefits, Alliant shall audit workers' compensation insurance coverage, apprenticeship training, and trust contributions, work hour records including overtime wages, and illegal taking of wages (kickbacks).

Reports- Alliant Consulting shall provide monthly compliance reports to the City of Redlands throughout the duration of the project. If required, Alliant shall prepare and submit reports of noncompliance to the DIR or DOL describing the noncompliance violation including payroll, audit forms, supporting documentation and recommendations. A copy of this report shall be submitted to the City. Alliant shall also prepare and provide completed labor compliance project files with complete Federal, State, HUD and Section 3 compliance documents for retainage. Once the project is completed and fully closed out, Alliant shall provide the City of Redlands with a project completion summary, highlighting the compliance issues found, the action taken and the final determination of compliance.

Hearings- Alliant Consulting shall work with the City Attorney should a noncompliant contractor need to be taken through the Hearing process. Alliant shall prepare all audits and provide appropriate documentation to prepare for and attend a Hearing. Throughout the duration of the project, Alliant shall do everything possible to keep a contractor in compliance and avoid the Hearing process.

Exhibit "B" - PROJECT SCHEDULE

**ALLIANT CONSULTING, INC.
PROJECT SCHEDULE**

MILESTONE	OCCURANCE	DATE	
Review of Bid & Contract Documents, Review of Fund Provisions	One time only	W/E June 30, 2014	
Job Walk Presentation	One time only	July 14, 2014	
Project Start Date (have contractor files set up)	One time only	August 8, 2014	
Pre-Construction Meeting	One time only	TBD	
Collection and Review of Start Up Forms (FBS, DAS 140, App. A, Anti-Kickback Statement, Cert. of Understanding)	One time unless updated by contractor	W/E August 8, 2014	
Collection and Review of Weekly Certified Payrolls and Supporting Documents. Ongoing correspondence with contractor regarding discrepancies (if any)	Weekly	Starting: August 8, 2014	Ending: November 30, 2014
Weekly On Site Monitoring	Weekly	Starting: W/E August 15, 2014	Ending: W/E November 28, 2014
Investigation and Audit of Certified Payrolls	As needed to ensure compliance	Starting: August 8, 2014	Ending: November 30, 2014
Compliance Reports	Monthly	Starting: July 14, 2014	Ending: November 30, 2014
Close Out Documents and Files	One time only	Starting: November 30, 2014	Ending: December 15, 2014
Release Files to City of Redlands	One time only	December 15, 2014	

Exhibit "C" - PROJECT COSTS and HOURLY RATES



***Proposed Fee Schedule for Labor Compliance Assessment and Enforcement
DOE HVAC Replacement Project – City of Redlands***

Our hourly payroll review, labor compliance monitoring and enforcement rates are inclusive of all time, materials, phone calls, equipment and data for providing such services. Our hourly site interview rate is inclusive of all mileage, fuel, insurance and drive time to conduct monthly site interviews throughout the duration of the project. Hourly rates are for work performed during both business working hours and additional time as needed outside of our normal business hours (M-Th 7:30am-6pm, F 8-4pm).

Alliant Consulting, Inc. 2014 Rates

File Set Up Fee

\$500 (one time fee)

Pre-Construction Reviews / Pre-Construction Meeting

\$800 (one time fee)

On-going Payroll Review, Labor Compliance Monitoring and Enforcement

\$55.00 / hour for est. 8-10 hours per month: \$440- \$550

On-Site Monitoring (anticipated weekly)

\$90 per visit

TOTAL NOT TO EXCEED AMOUNT: \$4,850

*The fee schedule above and hourly breakdown included in this quote is good for one year, and is good for this project only. It is based on a project with an estimated construction cost of \$350,000.00, single prime contractor, up to four subcontractors, and the scope of work provided by the City of Redlands. NOTE: Labor Compliance documents usually extend past project completion by approximately two months. For extension of services due to project delays, noncompliant contractors, change orders or additional services past existing scope of work requirements, Alliant Consulting will honor the same hourly rate but the est. monthly total will be changed to reflect changes in scope of work.

Alliant Consulting's monitoring cost will cover full review of certified payroll, on-going communication to affected parties for resolution of any issues, issuance of reports to the City, State and Federal agencies for non-compliance if necessary, site interviews, and routine compliance reports as mandated by Department of Energy fund requirements.

Only hours worked shall be billed. Invoices are sent monthly with a detailed time tracking sheet. Personnel hours required for Document Review, Audit and Investigation and Enforcement are directly dependent upon the compliance of Contractors on the project.

All services listed will be provided solely by Alliant Consulting, Inc.



***Proposed Fee Schedule for Labor Compliance Assessment and Enforcement
DOE HVAC Replacement Project – City of Redlands***

Alliant Consulting proposes to provide Labor Compliance Review, Monitoring and Enforcement services pursuant to requirements of the City of Redlands HVAC Replacement Project.

Estimated hourly breakdown

Project File Set Up

File drawer and server set up: 1 hour
Pre-Project Document collection & review: 3 hours
Filing/labeling: 2 hours
Pre-Construction Meeting: 3 hours (including prep time)

Forms Collection, Review and Verification

Review time: .25 hours per form, per contractor
Verification time: .25 hours per form, pre contractor
Correspondence regarding incomplete or invalid forms: .25 hours per form

Certified Payroll Review

Review time: .5-1 hour per contractor, per weekly payroll
Correspondence regarding incomplete or invalid payroll: .5-.75 hour per RFI, per contractor

Apprentice Oversight

Review time: .25 hours per contractor, per weekly payroll
Apprentice Registration Verification: .25 hours per worker

On Site Monitoring (per visit)

Drive time: .25 hours each way
Site visitation (includes checking posters, prevailing wage rates, daily logs): .5 hour
Worker interviews: .5 -1 hour
Site Summary: 1 hour
Upload pictures, notes to server: .75 hour
Complete Site Visitation Log: .5 hour

Audit/Investigation

Audit: 1-1.5 hours per payroll
Cross Referencing: 2 hours per week
Supplemental Document Request: .5-1 hour per RFI
Supplemental Document Review: .5-1 hour per submission

Reports/Correspondence with Owner

Monthly Status Updates: .5-1 hour per report
General correspondence with owner/contractors: 4-5 hours per month

EXHIBIT "D"

WORKERS' COMPENSATION INSURANCE CERTIFICATION

Every employer, except the State, shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- (b) By securing from the Director of Industrial Relations, a certificate of consent to self-insure, either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

CHECK ONE

☒ I am aware of the provisions of Section 3700 of the Labor Code which requires 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 and activities required or permitted under this Agreement. (Labor Code §1861).

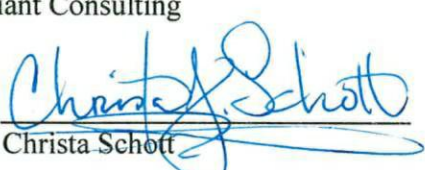
_____ I affirm that at all times, in performing the work and activities required or permitted under this Agreement, I shall not employ any person in any manner such that I become subject to the workers' compensation laws of California. However, at any time, if I employ any person such that I become subject to the workers' compensation laws of California, immediately I shall provide the City with a certificate of consent to self-insure, or a certification of workers' compensation insurance.

I certify under penalty of perjury under the laws of the State of California that the information and representations made in this certificate are true and correct.

Alliant Consulting

Date: 6/25/14

By:


Christa Schott