



City of Sacramento City Council

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

Meeting Date: 11/13/2012

Report Type: Consent

Title: Agreements: Landscape Architecture Design Services

Report ID: 2012-00896

Location: Wild Rose Park, 5200 Kankakee Drive, District 1; McClatchy Park, 3500 5th Avenue, District 5; Park Site FB2, 6000 61st Street, District 6

Recommendation: Pass a Motion authorizing the City Manager, or City Manager's designee, to enter into Professional Services Agreements for landscape architecture design services with: 1) Stantec Architecture, Inc. for the Park Site FB2 Development (L19801100) project in an amount not to exceed \$185,148; 2) Callander Associates for the McClatchy Park Redevelopment Project (L19136500) in an amount not to exceed \$198,221; and 3) The HLA Group for the Wild Rose Park Development (L19187001) project in an amount not to exceed \$172,820.

Contact: Gary Hyden, Supervising Landscape Architect, (916) 808-1949; J.P. Tindell, Park Planning & Development Manager, (916) 808-1955; Department of Parks and Recreation

Presenter: None

Department: Parks & Recreation Department

Division: Park Development Services

Dept ID: 19001121

Attachments:

- 1-Description/Analysis
- 2-Background
- 3-Agreement with Stantec Architecture Inc.
- 4-Agreement with Callander Associates
- 5-Agreement with The HLA Group

City Attorney Review

Approved as to Form
Sheryl Patterson
11/7/2012 11:42:41 AM

City Treasurer Review

Reviewed for Impact on Cash and Debt
Russell Fehr
10/26/2012 12:53:46 PM

Approvals/Acknowledgements

Department Director or Designee: Jim Combs - 11/5/2012 3:06:45 PM



Description/Analysis

Issue: Due to budget reductions over the last several years, the Department of Parks and Recreation Park Planning and Design Services (PPDS) staff has been reduced drastically. There is a significant work program of community and neighborhood parks to be developed by the City over the next two years. In addition to this existing work load, the City was recently awarded grant funds from the State of California Proposition 84 Park Development and Community Revitalization Program for two park development projects.

In order to meet the schedule requirements of this work program, particularly the grant funded projects, and project commitments made to the City Council, PPDS requires help from private consulting landscape architecture firms.

PPDS staff will manage all of the projects and a good portion of the work program will be accomplished by in-house staff. However, private consulting landscape architecture firms are needed to supplement staff resources and capabilities.

Staff is recommending entering into professional services agreements for landscape architecture design services with Stantec Architecture Inc. (Stantec) for the Park Site FB2 Development project (L19801100); Callander Associates (Callander) for the McClatchy Park Redevelopment project (L19136500); and The HLA Group (HLA) for the Wild Rose Park Development project (L19187001).

Park Site FB2 is located at 6000 61st Street in the Fruitridge Broadway Community Plan Area (PA5), McClatchy Park is located at 3500 5th Avenue in the Fruitridge Broadway Community Plan Area (PA5), and Wild Rose Park is located at 5200 Kanakakee Drive in the North Natomas Community Plan Area (PA10).

Policy Considerations: This action is consistent with Sacramento City Code Chapter 3.64 and complies with existing policies regarding professional service agreements and API 47.

Economic Impacts: None.

Environmental Considerations:

California Environmental Quality Act (CEQA): The Environmental Services Manager has determined that the action of awarding design contracts does not have the potential for causing a significant effect on the environment and is therefore exempt under CEQA Guidelines (Title 14 Cal. Code Reg. § 15000, et seq.), Categorical Exemption Section 15061(b)(3). However, any subsequent actions for implementation of the designs will be required to undergo CEQA review.

Sustainability Considerations: Not applicable.

Commission/Committee Action: Not applicable.

Rationale for Recommendation: It is in the best interest of the City to approve the Landscape Architecture Services agreements with Stantec for Park Site FB2, Callander for McClatchy Park, and HLA for Wild Rose Park. Assistance with design, construction document preparation and construction administration from consultants is crucial for City staff to meet the design and construction schedules required for these projects.

Firms were selected from the On-Call Master Consultant Services List developed by the Department of General Services. This list was approved by City Council in Resolution No. 2011-437 on July 26, 2011. The resolution authorizes other City departments to use the On-Call Master Consultant Services List provided that each department obtains appropriate approvals and executes its own agreements and purchase orders.

A minimum of two proposals were solicited for each project. The selection process was qualifications-based. Fees for services were negotiated by City staff. Negotiated fees meet the funding and budget requirements of the project. Each firm has had substantial previous experience with City park projects. They are conversant with the design process for projects, and the City's required methods to accomplish the work.

Financial Considerations: There are sufficient funds in L19801100, L19136500, and L19187001 for the recommended landscape architecture design services.

Emerging Small Business Development (ESBD): Both Callander and HLA are ESBD certified, however, Stantec is not an ESBD firm.



Background

Due to budget reductions, the Department of Parks and Recreation Park Planning and Design Service (PPDS) staff has been reduced drastically over the last several years. There is a significant work program of community and neighborhood parks to be developed by the City over the next two years. In addition to this existing work load, the City was recently awarded two park development grants from the State of California Proposition 84 Park Development and Community Revitalization Program Grants.

In order to meet the schedule requirements of this work program, particularly the grant funded projects, PPDS requires help from private consulting landscape architecture firms. PPDS staff will manage all of the projects and a good portion of the work program will be accomplished by in-house staff. However, private consulting landscape architecture firms are needed to supplement staff resources and capabilities.

On July 26, 2011 The City Council passed Resolution No. 2011-427 approving the On-Call Master Consultant Services List. This list was developed for use by the Department of General Services (DGS). However, the Council specified in the Resolution that “Other City departments are authorized to use the On-Call Master Consultant Services List provided that each department obtains appropriate approvals and executes its own agreements and purchase orders”.

Based on this Resolution, PPDS solicited proposals from landscape architecture firms on the existing On-Call Master Consultant Services List. Based on their statement of qualifications, a total of three firms were considered to be qualified to provide the required scope of services. A minimum of two proposals were solicited for each park project. The proposals were based on a detailed scope of work prepared by PPDS staff.

The PPDS Supervising Landscape Architect and the two Associate Landscape Architects reviewed the proposals and have made the following recommendations for contract award:

| <u>Park Facility</u> | <u>Consulting Firm</u> | <u>Contract Amount</u> | <u>CIP Number</u> |
|--------------------------------|-------------------------------|-------------------------------|--------------------------|
| New Park Site FB2 (Manor Park) | Stantec | \$185,148.00 | L19801100 |
| McClatchy Park | Callander Associates | \$198,221.00 | L19136500 |
| Wild Rose Park | HLA Group | \$172,820.00 | L19187001 |

PROJECT #: L19801100
PROJECT NAME: Manor Park (Park Site FB2)
DEPARTMENT: Parks and Recreation
DIVISION: Park Planning and Development Services

CITY OF SACRAMENTO



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

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

Stantec Architecture Inc.
1201 J Street, Studio 100
Sacramento, CA 95814
Phone: 916-442-3230 / Fax: 916-442-3249

(“CONTRACTOR”), who agree as follows:

- 1. Services.** Subject to the terms and conditions set forth in this Agreement, CONTRACTOR shall provide to CITY the services described in Exhibit A. CONTRACTOR shall provide said services at the time, place, and in the manner specified in Exhibit A. CONTRACTOR shall not be compensated for services outside the scope of Exhibit A unless prior to the commencement of such services: (a) CONTRACTOR notifies CITY and CITY agrees that such services are outside the scope of Exhibit A; (b) CONTRACTOR estimates the additional compensation required for these additional services; and (c) CITY, after notice, approves in writing a Supplemental Agreement specifying the additional services and amount of compensation therefor. CITY shall have no obligations whatsoever under this Agreement and/or any Supplemental Agreement, unless and until this Agreement or any Supplemental Agreement is approved by the Sacramento City Manager or the City Manager’s authorized designee, or by the Sacramento City Council, as required by the Sacramento City Code.
- 2. Payment.** CITY shall pay CONTRACTOR for services rendered pursuant to this Agreement at the times and in the manner set forth in Exhibit B. The payments specified in Exhibit B shall be the only payments to be made to CONTRACTOR for the services rendered pursuant to this Agreement unless pursuant to Section 1, above, CITY approves additional compensation for additional services. CONTRACTOR shall submit all billings for said services to CITY in the manner specified in Exhibit B, or, if not specified in Exhibit B, according to the usual and customary procedures and practices that CONTRACTOR uses for billing clients similar to CITY.
- 3. Facilities and Equipment.** Except as set forth in Exhibit C, CONTRACTOR shall, at its sole cost and expense, furnish all facilities and equipment that may be required for furnishing services pursuant to this Agreement. CITY shall furnish to CONTRACTOR only the facilities and equipment listed in Exhibit C according to any terms and conditions set forth in Exhibit C.
- 4. General Provisions.** The General Provisions set forth in Exhibit D, that include indemnity and insurance requirements, are part of this Agreement. In the event of any conflict between the General Provisions and any terms or conditions of any document prepared or provided by

CONTRACTOR and made a part of this Agreement, including without limitation any document relating to the scope of services or payment therefor, the General Provisions shall control over said terms or conditions.

- 5. **Non-Discrimination in Employee Benefits.** This Agreement is subject to the provisions of Sacramento City Code Chapter 3.54, Non-Discrimination in Employee Benefits by City Contractors. The requirements of Sacramento City Code Chapter 3.54 are summarized in Exhibit E. CONTRACTOR is required to sign the attached Declaration of Compliance (Equal Benefits Ordinance), to assure compliance with these requirements.
- 6. **Authority.** The person signing this Agreement for CONTRACTOR hereby represents and warrants that he/she is fully authorized to sign this Agreement on behalf of CONTRACTOR and to bind CONTRACTOR to the performance of its obligations hereunder.
- 7. **Exhibits.** All exhibits referred to herein are attached hereto and are by this reference incorporated as if set forth fully herein.

Executed as of the day and year first above stated.
CITY OF SACRAMENTO
A Municipal Corporation

By: _____

Print name: _____

Title: _____

For: John F. Shirey, City Manager

APPROVED TO AS FORM:

City Attorney

ATTEST:

City Clerk

Attachments

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

CONTRACTOR:

Stantec Architecture Inc. _____

NAME OF FIRM
56-222-0906 _____

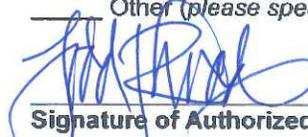
Federal I.D. No.
3101738 _____

State I.D. No.
1005197 _____

City of Sacramento Business Op. Tax Cert. No. _____

TYPE OF BUSINESS ENTITY (check one):

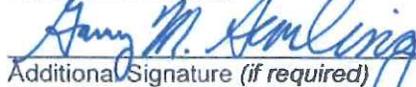
- ____ Individual/Sole Proprietor
- ____ Partnership
- Corporation (may require 2 signatures)
- ____ Limited Liability Company
- ____ Other (please specify: _____)



Signature of Authorized Person

Todd Rhoads, Vice President

Print Name and Title



Additional Signature (if required)

Gary Semling, Treasurer

Print Name and Title

**DECLARATION OF COMPLIANCE
Equal Benefits Ordinance**

Name of Contractor: Stantec Architecture Inc.

Address: 1201 J Street, Studio 100, Sacramento CA 95814

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.

Todd W. Rheads
Signature of Authorized Representative

11-1-2012
Date

TODD W. RHEADS
Print Name

VICE PRESIDENT
Title

EXHIBIT A

PROFESSIONAL SERVICES AGREEMENT FOR DESIGN PROFESSIONALS

SCOPE OF SERVICES

1. Representatives.

The CITY Representative for this Agreement is:

C. Gary Hyden, Supervising Landscape Architect
City of Sacramento Department of Parks and Recreation
915 I Street, 5th Floor, Sacramento, CA 95814
Phone: 916-808-1949 / Fax: / E-mail: ghyden@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:

Paul A Marcillac, Principal
Stantec Architecture Inc.
1201 J Street, Studio 100, Sacramento, CA 95814
Phone: 916-442-3230 / Fax: 916-442-3249 / E-mail: Paul.marcillac@stantec.com

All CITY questions pertaining to this Agreement shall be referred to the CONTRACTOR Representative. All correspondence to CONTRACTOR shall be addressed to the address set forth on page one of this Agreement. Unless otherwise provided in this Agreement, all correspondence to the CITY shall be addressed to the CITY Representative.

2. Professional Liability Insurance. Professional Liability (Errors and Omissions) insurance is X is not ___ [check one] required for this Agreement. If required, such coverage must be continued for at least ONE (1) year(s) following the completion of all Services and Additional Services under this Agreement. (See Exhibit D, Section 11, for complete insurance requirements.)

3. Conflict of Interest Requirements.

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

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

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

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

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

- B. **Conflict of Interest Statements.** The individual(s) who will provide services or perform work pursuant to this Agreement are "consultants" within the meaning of the Political Reform Act and the CITY's Conflict of Interest Code: yes no [check one]

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 completed by June 15, 2014.

**LANDSCAPE ARCHITECTURE SCOPE OF SERVICES FOR PARK
DESIGN DEVELOPMENT, CONSTRUCTION DOCUMENT PREPARATION
AND CONSTRUCTION ADMINISTRATION SUPPORT**

Project: Manor Park (Park Site FB2)

Date: 10/10/2012

GENERAL

The following scope of work describes the significant tasks involved in providing the City of Sacramento Parks and Recreation Department (City) for a fee proposal for the project referenced above.

The Consultant Landscape Architect (CLA) shall assign a Project Manager (CLAPM) for the duration of the project. The CLAPM shall be approved by the Park Planning and Development Services (PPDS) Supervising Landscape Architect (SLA). The CLAPM shall not be changed without written permission from the SLA.

Note: All formats shall conform to the latest PPDS standards and guidelines. The City will provide the latest standards and guidelines for each project.

PROJECT PROGRAM, SITE SPECIFICS and CONSTRUCTION BUDGET

Program:

The general project program is as described in the Master Plan adopted by the City Council on 3/20/2012. The following list of program elements is general in nature. Specifics such as materials, colors configurations etc. will be determined during the design development phase of the work:

1. Utilities required for park elements including but not limited to domestic water, irrigation water, sewer, storm drainage system, electrical, etc.
2. Site furniture including but not limited to drinking fountains, benches, picnic tables, trash receptacles, barbecues, etc. (quantities, types, and styles to be determined).
3. Solar powered security cameras (exact number to be determined by City)
4. Irrigation system including but not limited to water meter, backflow prevention device, booster pump, controller, valves, heads, and lines (system element types, models, and manufacturers to be approved by the City).
5. Trees, shrubs, and ground covers (types, sizes, and spacing to be approved by the City).
6. 1-automatic security gate system with warning light, click to enter emergency access, and exit loop.
7. 1-small parking lot with a turn-around and six parking spaces.
8. 1-water-mister play area with drain to sewer (theme to be determined).

9. 1-adventure play area with shade canopy (theme to be determined).
10. 1-tot-lot play area with shade canopy (theme to be determined).
11. 1-group picnic area with hard shell shade cover (theme to be determined).
12. Fitness equipment station (type and theme to be determined).
13. Perimeter CMU wall six feet in height. Wall and footing to located on park property (material finish to be determined).
14. 1-beginner level skate plaza with pre-manufactured equipment (theme to be determined).
15. 1-public art plaza. Art work is not included. CLA will need to coordinate with City Art in Public Places staff.
16. 1-half court game court (materials to be determined).
17. Site security lighting. Walkway lighting for night use is not included in this scope.

Note: The scope of work includes design development and construction document preparation for the entire build out of the park based on this program.

Site Specifics:

The following is a list of site details that relate to the project:

1. The boundaries of the site are as shown in the master plan.
2. Access to utilities will be from the park site street frontage. Stub outs for water, storm drain, and sewer may exist. However, it is the CLA's responsibility to coordinate with the Sacramento Department of Utilities, SMUD, and Sacramento County to ensure that all necessary utilities are provided on site. The City will assist with this effort. The City will pay all utility company fees and charges related to utility coordination.
3. Off-site utility design is not included in this scope.

Construction Budget and Additive Alternatives:

1. The construction budget for this project is two million dollars (\$2,000,000.00). If the construction budget is insufficient for complete build out of the park, the CLA will break the project into two phases as directed by the City.
2. The CLA will at the direction of the City prepare additive alternates equal to an amount of 10% of the construction budget.

DESIGN DEVELOPMENT (Construction Documents 35% Complete)

Task 1 Start-Up Meeting

General:

CLAPM will attend a project start up meeting with the City Project Manager (CPM) at Sacramento City Hall. The following items will be reviewed:

1. Topographic map 1 hard copy and 1 electronic file to be provided by the City.
2. Required geotechnical engineer services including a written report with appropriate recommendations.
3. Current set of City Standard Specifications, City Standard Details, City Standard Notes, Special Provision Format and Estimate of Probable Construction Format. All documents listed in item 3 will be provided via electronic file by the City.
4. Project program and if applicable approved master plan to be provided via electronic file by the City.
5. Proposed scales for plans, detail plans, elevations, and sections if required.
6. Additional existing relevant documents from the City's files to be provided via electronic file or photocopy by the City.
7. Milestone dates required including but not limited to the following:
 - a. Submittal of the 35% Design Development package for City review.
 - b. CLA and City review meeting of the 35% Design Development.
 - c. Submittal of the 75% Construction Document package for City review.
 - d. CLA and City review meeting of the 75% Construction Document package.
 - e. Submittal of the 100% Construction Document package for City review.
 - f. CLA and City review meeting of the 100% Construction Document package.
 - g. Submittal of the final (100% with corrections) Construction Document package for City review and building permit submittal.
 - h. Call for Bid Date
 - i. Bid Opening Date
 - j. Award of Contract Date
 - k. Notice to Proceed Date
 - l. Construction Complete Date
 - m. City Acceptance Date

Deliverables:

8. Within one week the CLA will deliver the following to the City:
 - a. Start-up meeting notes describing major discussions, decisions and action items.
 - b. Project Schedule in Microsoft Project format.

Task 2 Design Development Package

General:

The CLA will prepare a Design Development Package (DDP) for review by the City. The DDP will equal 35% complete construction documents. Plans for the DDP shall be prepared in a version of AutoCad acceptable to the City. The DDP shall include but not be limited to the following:

1. Proposed datum point for layout.
2. Layout Plan showing the proposed location of all elements.
3. Enlargement Plans as required to effectively communicate the design detail.
4. Grading and Drainage Plan showing sufficient spot elevations and contours to clearly depict the grading concept. This plan shall also show the proposed primary catch basin locations and the proposed drain line configuration and storm drain points of connection. In addition, preliminary cut and fill calculations shall be prepared.
5. Utilities and Electrical Plans showing the general points of connection and layout of the electrical equipment, lighting, domestic water and sewer required for the project.
6. Irrigation Plan showing proposed point of connection, backflow prevention device, booster pump, mainline routing and a typical valve head and lateral layout for a major turf area and a major groundcover and shrub area. The plan will also show the proposed static and operating pressure and the gallons per minute required for the system.
7. Planting Plan showing the turf, ground cover areas and tree layout. Note the groundcover areas will be shown with symbols; no detailed planting is required. In addition on the plan provide a proposed planting list with the plant material subdivided by type, e.g. coniferous trees, shrubs, groundcovers, etc.
8. A complete list of proposed details. The list will denote special details to be developed by the CLA.
9. Catalog cuts for all major elements and equipment proposed for the project.
10. A detailed outline of the special provisions.
11. A 35% complete level estimate of probable construction cost.

Deliverables:

4 full size sets of prints (24"x36") and 4 sets of 8-1/2"x11" documents.

Task 3 Design Development Review Meeting

General:

The CLAPM will attend a Design Development Package Review meeting with the CPM at Sacramento City Hall. The CPM will provide comments and direction based on the submittals. Upon receipt of the deliverables for this task the CPM will send an email authorizing the CLAPM to proceed to the next task

Deliverables:

1. Within one week the CLA will deliver the following to the City:
 - a. Design Development Review meeting notes describing major discussions, decisions and action items .
 - b. Updated Project Schedule in Microsoft Project format.

75% Complete Construction Documents**Task 4 Prepare and Submit 75% Complete Construction Document Package****General:**

Based on the comment and direction received in the Design Development Review meeting, the CLA will prepare a 75% complete set of construction documents for review by the City. The set shall be prepared in AutoCad and Microsoft Word and shall include but not be limited to the following:

1. Cover Sheet. The cover sheet shall be in the City format. An example will be provided to the CLA.
2. Existing Conditions and Demolition Plan. This plan will depict all of the existing site elements to be preserved or demolished. In addition it will contain an Existing Conditions and Demolition Legend, Existing Conditions and Demolition Standard Notes, Existing Conditions and Demolition Key Notes, Erosion Control Legend, and Erosion Control Key Notes.
3. Storm Water Pollution Prevention Plan. The CLA is responsible for preparing all necessary documents required to obtain clearance for construction under the National Pollutant Discharge Elimination system (NPDES) General Permit. The City is responsible for submitting the documents, initiating, maintaining and closing out processes required by the NPDES General Permit.
4. Layout Plan showing the exact location of all elements. Layout Standard Notes, Layout Key Notes, Equipment Key Notes, Layout Legend and detail callouts. The layout plan shall show the datum information and significant northings and eastings for the work.
5. Enlargement Plans as required to effectively communicate the design detail. The Enlargement Plans shall contain appropriate legends, notes, and schedules.
6. Grading and Drainage Plan showing with additional spot elevations and contours. This plan shall also show additional drain inlets and catch basin locations and associated drain line configuration and sizing. The plan will contain the appropriate notes and legends. In addition, the cut and fill calculations shall be updated.
7. Utilities Plan showing utilities design.

8. Electrical Plan showing electrical and lighting design.
9. Irrigation Plan showing proposed point of connection, backflow prevention device, booster pump, mainline routing and sizing, valve head and lateral layout all proposed valves. In addition a minimum of two valves and associated lateral line of each zone type shall be sized. The plan will show the proposed static and operating pressure and the gallons per minute required for the system. The plan will contain the irrigation legend, irrigation standard notes, irrigation key notes and water calculations required by City Code.
10. Planting Plan showing the turf, ground cover areas and tree layout. Proposed groundcover types, shrub groupings and types as well as tree types will be called out on the plan. In addition the plan will contain the planting legend, planting standard notes, planting call out notes, and shade calculations if required.
11. Detail Sheets
12. Contract Specifications.
13. A 75% complete level estimate of probable construction cost.

Deliverables:

8 full size sets of prints (24"x36") and 4 sets of 8-1/2"x11" documents.

Task 5 75% Construction Documents Complete Review Meeting

General:

The CLAPM will attend a 75% construction documents complete review meeting with the CPM at Sacramento City Hall. The CPM will provide comment and direction based on the submittals. Upon receipt of the deliverables for this task the CPM will send an email authorizing the CLA to proceed to the next task

Deliverables:

1. Within one week the CLA will deliver the following to the City:
 - c. 75% Construction Documents Complete Review meeting notes describing major discussions, decisions and action items.
 - a. Updated Project Schedule in Microsoft Project format.

100% Complete Construction Documents

Task 6 Prepare and Submit 100% Complete Construction Document Package

General:

Based on the comment and direction received in the 75% Complete Review Meeting, the (CLA) will prepare a 100% complete set of construction documents for review by the City. The set shall be prepared in AutoCad and Microsoft Word and shall include but not be limited to the following:

1. Cover Sheet. The cover sheet shall be in the City format. An example will be provided to the CLA.
2. Existing Conditions and Demolition Plan. This plan will depict all of the existing site elements to be preserved or demolished. In addition it will contain a Existing Conditions and Demolition Legend, Existing Conditions and Demolition Standard Notes, Existing Conditions and Demolition Key Notes, Erosion Control Legend, and Erosion Control Key Notes.
3. Storm Water Pollution Prevention Plan. The CLA is responsible for preparing all necessary documents required to obtain clearance for construction under the National Pollutant Discharge Elimination system (NPDES) General Permit. The City is responsible for submitting the documents, initiating, maintaining and closing out processes required by the NPDES General Permit.
4. Layout Plan showing the exact location of all elements. Layout Standard Notes, Layout Key Notes, Equipment Key Notes, Layout Legend and detail callouts. The layout plan shall show the datum information and significant northings and eastings for the work.
5. Enlargement Plans as required to effectively communicate the design detail. The enlargement plans shall contain appropriate legend and notes schedules.
6. Grading and Drainage Plan showing additional spot elevations and contours to bring the grading and drainage plan to a 100% complete Level. This plan shall also show additional drain inlets and catch basin locations and associated drain line configuration and sizing. The plan will contain the appropriate notes and legends. In addition the cut and fill calculations shall be updated.
7. Utilities Plan showing utilities design.
8. Electrical Plan showing electrical and lighting.
9. Irrigation Plan showing proposed point of connection, backflow prevention device, booster pump, mainline routing and sizing, valve head and lateral layout all proposed valves. In addition a valve and lateral line of each zone type shall be sized. The plan will show the proposed static and operating pressure and the gallons per minute required for the system. The plan will contain the irrigation legend, irrigation standard notes, irrigation key notes and water calculations required by City Code.
10. Detail sheets
11. Contract Specifications 100% complete
12. A 100% complete level estimate of probable construction cost.
13. Identification of proposed additive alternates and if required, proposed phasing plan.

Deliverables:

4 full size sets of prints (24"x36") and 4 sets of 8-1/2"x11" documents.

Task 7 100% Construction Documents Complete Review Meeting**General:**

The CLA will attend a 100% construction documents complete review meeting with the CPM at Sacramento City Hall. The CPM will provide comment and direction based on the submittals. Upon receipt of the deliverables for this task the CPM will send an email authorizing the CLAPM to proceed to the next task

Deliverables:

1. Within one week the CLA will deliver the following to the City:
 - a. 100% Construction Documents Complete Review meeting notes describing major discussions decisions and action items.
 - b. Updated Project Schedule in Microsoft Project format.
 - c. Original mylars stamped and signed by the appropriate CLA design professionals.

Task 8 100% Corrections and Building Permit Submittal Sets

1. The CLA will make corrections to the 100% Construction Documents and 100% complete estimate of probable construction cost as directed by the City.
2. The CLA will provide the City with one set of stamped and signed originals. Each sheet will contain a note provided by the City identifying the plans as "For Building Permit Review Only"
3. The City will process the building permit and pay all necessary fees.
4. CLA will provide the City with corrected sheets as required by the Building Department. Once all corrections are achieved, CLA will provide the City with one complete set of stamped and signed originals for use in bidding the project.

Deliverables

1. See task descriptions above.

Bidding and Contract Award**Task 9 Assistance with Bidding and Contract Award**

1. The CLA shall allow for a maximum of 6 hours of CLAPM time to assist the City in answering bid questions, reviewing the bids, and attending one meeting at City hall to determine award of additive alternates, if any.

Construction Administration

Task 10 Assistance with Construction Administration

1. The CLAPM will attend a maximum of fifteen meetings including but not limited to the following:
 - a. Pre-Job Conference (one meeting)
 - b. Construction Staking Review (one meeting)
 - c. Site Grading Review (one meeting)
 - d. Hardscape Layout including play area configuration (two meetings)
 - e. Irrigation mainline pressure test (one meeting)
 - f. Irrigation coverage test (one meeting)
 - g. Soil preparation acceptance (one meeting)
 - h. Plant material layout (two meetings)
 - i. Substantial completion review (one meeting)
 - j. Final acceptance (one meeting)

Expansion of Existing Tasks

Task 11 Expansion of Existing Tasks

1. During the course of the project the City may request the expansion of an existing task in the scope of work. This request will be presented in writing. The CLA will prepare a fee and schedule change proposal based on the written request. The proposed fee will be based on the CLA fee schedule accepted for this work and the schedule change, if any, will be based on the latest project schedule accepted by the City. If the City finds the change acceptable, the SLA will provide the CLA with a signed written notice. The fee for the expanded work will be charged against the amount included in the fee summary for Task 11. It is understood and agreed by the CLA that no services at all may be requested by the City under this task and that any payment for said services shall not exceed the total amount described in the written notice signed by the SLA or the total amount described in the fee summary for Task 11.

2. If additional services are required beyond the scope and fee of Task 11 they shall be handled as described in the Professional Services Agreement for this project.

Fees and Expenses

The CLA will prepare a fee proposal in the following format:

DESIGN DEVELOPMENT (Construction Documents 35% Complete)

Lump Sum: Task 1 Start-Up Meeting including deliverables.

Lump Sum: Task 2 Design Development Package including deliverables.

Lump Sum: Task 3 Design Development Review Meeting including deliverables.

75% Complete Construction Documents

Lump Sum: Task 4 Prepare and Submit 75% Complete Construction Document Package including deliverables.

Lump Sum: Task 5 75% Construction Documents Complete Review Meeting including deliverables.

100% Complete Construction Documents

Lump Sum: Task 6 Prepare and Submit 100% Complete Construction Document Package including deliverables.

Lump Sum: Task 7 100% Construction Documents Complete Review Meeting including deliverables.

Lump Sum: Task 8 100% Corrections and Building Permit Submittal Sets including deliverables.

Bidding and Contract Award

Lump Sum: Task 9 Assistance with Bidding and Contract Award.

Construction Administration

Not to Exceed: Task 10 Assistance with Construction Administration including travel and other expenses.

Expansion of Existing Tasks

Budget (amount as authorized in writing by SLA): Task 11 Expansion of Additional Tasks

Summary of Fees for Tasks 1 through 11

Not to Exceed: Total for Tasks 1 through 11

Additional Services

The CLA shall include a fee schedule that will remain in effect for the entire length of the project. If additional services are required, upon request from the City, the CLA will provide a scope and cost breakdown in a format acceptable to the City. The CLA shall not commence work on additional services without written authorization to proceed from the City.

EXHIBIT B

PROFESSIONAL SERVICES AGREEMENT FOR DESIGN PROFESSIONALS

FEE SCHEDULE/MANNER OF PAYMENT

1. **CONTRACTOR's Compensation.** The total of all fees paid to the CONTRACTOR for the performance of all services set forth in Exhibit A, including normal revisions (hereafter the "Services"), and for all authorized Reimbursable Expenses, shall not exceed the total sum of One Hundred Eighty Five Thousand One Hundred Forty Eight Dollars and no Cents (\$185,148.00).
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 below.

D. Requests for payment shall be sent to:

City of Sacramento Parks and Recreation Department
915 I Street 5th Floor, Sacramento, CA 95814
Phone: 916-808-1949 / Fax: 916-808-8266
Attn: C. Gary Hyden, Supervising Landscape Architect

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.

Stantec Architecture Inc.

1201 J Street, Studio 100
Sacramento, CA 95814

Phone: 916-442-3230 / Fax: 916-442-3249

October 11, 2012

Reference: Manor Park Professional Services Fee

| | | |
|--|----------------------|------------------|
| Task 1: Start-Up Meeting & Site Visit | Task 1 Total | \$8,678 |
| Task 2: Design Development - 35% Submittal | Task 2 Total | \$40,900 |
| Task 3: Design Development Review Meeting | Task 3 Total | \$1,264 |
| Task 4: Construction Documents - 75% Submittal | Task 4 Total | \$45,574 |
| Task 5: Construction Documents Review Meeting | Task 5 Total | \$1,264 |
| Task 6: Complete Construction Documents - 100% Complete Submittal | Task 6 Total | \$31,548 |
| Task 7: Construction Documents Review Meeting | Task 7 Total | \$1,264 |
| Task 8: Corrections and Building Permit Submittal Sets | Task 8 Total | \$13,148 |
| Task 9: Assistance with Bidding and Contract Award | Task 9 Total | \$3,038 |
| Task 10: Assistance with Construction Administration | Task 10 Total | \$20,970 |
| Task 11: Expansion of Existing Tasks | Task 11 Total | \$17,500 |
| TOTAL LUMP SUM FIXED FEE (Including Expenses) | | \$185,148 |

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SCHEDULE OF BILLING RATES – 2012

| Billing Level | Hourly Rate | <i>Description</i> |
|----------------------|--------------------|---|
| 4 | \$71 | Junior Level position <input type="checkbox"/> Independently carries out assignments of limited scope using standard procedures, methods and techniques <input type="checkbox"/> Assists senior staff in carrying out more advanced procedures <input type="checkbox"/> Completed work is reviewed for feasibility and soundness of judgment <input type="checkbox"/> Graduate from an appropriate post-secondary program or equivalent <input type="checkbox"/> Generally, one to three years experience |
| 5 | \$77 | |
| 6 | \$85 | Fully Qualified Professional Position <input type="checkbox"/> Carries out assignments requiring general familiarity within a broad field of the respective profession <input type="checkbox"/> Makes decisions by using a combination of standard methods and techniques <input type="checkbox"/> Actively participates in planning to ensure the achievement of objectives <input type="checkbox"/> Works independently to interpret information and resolve difficulties <input type="checkbox"/> Graduate from an appropriate post-secondary program, with credentials or equivalent <input type="checkbox"/> Generally, three to six years experience |
| 7 | \$93 | |
| 8 | \$101 | |
| 9 | \$110 | First Level Supervisor or first complete Level of Specialization <input type="checkbox"/> Provides applied professional knowledge and initiative in planning and coordinating work programs <input type="checkbox"/> Adapts established guidelines as necessary to address unusual issues <input type="checkbox"/> Decisions accepted as technically accurate, however may on occasion be reviewed for soundness of judgment <input type="checkbox"/> Graduate from an appropriate post-secondary program, with credentials or equivalent <input type="checkbox"/> Generally, five to nine years experience |
| 10 | \$120 | |
| 11 | \$130 | |
| 12 | \$142 | Highly Specialized Technical Professional or Supervisor of groups of professionals <input type="checkbox"/> Provides multi-discipline knowledge to deliver innovative solutions in related field of expertise <input type="checkbox"/> Participates in short and long range planning to ensure the achievement of objectives <input type="checkbox"/> Makes responsible decisions on all matters, including policy recommendations, work methods, and financial controls associated with large expenditures <input type="checkbox"/> Reviews and evaluates technical work <input type="checkbox"/> Graduate from an appropriate post-secondary program, with credentials or equivalent <input type="checkbox"/> Generally, ten to fifteen years experience with extensive, broad experience |
| 13 | \$154 | |
| 14 | \$165 | |
| 15 | \$175 | Senior Level Consultant or Management <input type="checkbox"/> Recognized as an authority in a specific field with qualifications of significant value <input type="checkbox"/> Provides multidiscipline knowledge to deliver innovative solutions in related field of expertise <input type="checkbox"/> Independently conceives programs and problems for investigation <input type="checkbox"/> Participates in discussions to ensure the achievement of program and/or project objectives <input type="checkbox"/> Makes responsible decisions on expenditures, including large sums or implementation of major programs and/or projects <input type="checkbox"/> Graduate from an appropriate post-secondary program, with credentials or equivalent <input type="checkbox"/> Generally, more than twelve years experience with extensive experience |
| 16 | \$189 | |
| 17 | \$218 | |

EXHIBIT C

PROFESSIONAL SERVICES AGREEMENT FOR DESIGN PROFESSIONALS

FACILITIES AND EQUIPMENT TO BE PROVIDED BY CITY

CITY shall [*check one*]

X Not furnish any facilities or equipment for this Agreement; or

_____ furnish the following facilities or equipment for the Agreement; [*list, if applicable*]

EXHIBIT D

PROFESSIONAL SERVICES AGREEMENT FOR DESIGN PROFESSIONALS

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.

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

A. Minimum Scope & Limits of Insurance Coverage

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

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

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

- (3) Workers' Compensation Insurance with statutory limits, and Employers' Liability Insurance with limits of not less than one million dollars (\$1,000,000). The Worker's Compensation policy shall include a waiver of subrogation for contracts involving construction or maintenance, or if required by the CITY by selecting the option below:

_____ Workers' Compensation waiver of subrogation in favor of the City is required for all work performed by the CONTRACTOR.

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

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

- (4) Professional Liability Insurance providing coverage on a claims made basis for errors, omissions or malpractice with limits of not less than one million (\$1,000,000) dollars if required by the CITY under Exhibit A, Section 2.

B. Additional Insured Coverage

- (1) Commercial General Liability Insurance: The CITY, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects general liability arising out of activities performed by or on

behalf of CONTRACTOR, products and completed operations of CONTRACTOR, and premises owned, leased or used by CONTRACTOR. The general liability additional insured endorsement must be signed by an authorized representative of the insurance carrier for contracts involving construction or maintenance, or if required by the CITY by selecting the option below:

_____ Additional insured endorsement must be signed by an authorized representative of the insurance carrier.

If the policy includes a blanket additional insured endorsement or contractual additional insured coverage, the above signature requirement may be fulfilled by submitting that document with a signed declaration page referencing the blanket endorsement or policy form.

- (2) Automobile Liability Insurance: The CITY, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects auto liability.

C. Other Insurance Provisions

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

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

D. Acceptability of Insurance

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

E. Verification of Coverage

- (1) CONTRACTOR shall furnish CITY with certificates and required endorsements

evidencing the insurance required. The certificates and endorsements shall be forwarded to the CITY representative named in Exhibit A. Copies of policies shall be delivered to the CITY on demand. Certificates of insurance shall be signed by an authorized representative of the insurance carrier.

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

F. Subcontractors

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

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

- A. Compliance With Regulations: CONTRACTOR shall comply with the Executive Order 11246 entitled "Equal Opportunity in Federal Employment", as amended by Executive Order 11375 and 12086, and as supplemented in Department of Labor regulations (41 CFR Chapter 60), hereinafter collectively referred to as the "Regulations".
- B. Nondiscrimination: CONTRACTOR, with regards to the work performed by it after award and prior to completion of the work pursuant to this Agreement, shall not discriminate on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation in selection and retention of subcontractors, including procurement of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in discrimination prohibited by the Regulations.
- C. Solicitations for Subcontractors, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by CONTRACTOR for work to be performed under any subcontract, including all procurement of materials or equipment, each potential subcontractor or supplier shall be notified by CONTRACTOR of CONTRACTOR's obligation under this Agreement and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation.
- D. Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or by any orders or instructions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the CITY to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the CITY, and shall set forth what efforts it has made to obtain the information.

- E. Sanctions for Noncompliance: In the event of noncompliance by CONTRACTOR with the nondiscrimination provisions of this Agreement, the CITY shall impose such sanctions as it may determine to be appropriate including, but not limited to:
- (1) Withholding of payments to CONTRACTOR under this Agreement until CONTRACTOR complies;
 - (2) Cancellation, termination, or suspension of the Agreement, in whole or in part.
- F. Incorporation of Provisions: CONTRACTOR shall include the provisions of subsections A through E, above, in every subcontract, including procurement of materials and leases of equipment, unless exempted by the Regulations, or by any order or instructions issued pursuant thereto. CONTRACTOR shall take such action with respect to any subcontract or procurement as the CITY may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, CONTRACTOR may request CITY to enter such litigation to protect the interests of CITY.

13. **Entire Agreement.** This document, including all Exhibits, contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Agreement. No alteration to the terms of this Agreement shall be valid unless approved in writing by CONTRACTOR, and by CITY, in accordance with applicable provisions of the Sacramento City Code.
14. **Severability.** If any portion of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.
15. **Waiver.** Neither CITY acceptance of, or payment for, any Service or Additional Service performed by CONTRACTOR, nor any waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.
16. **Enforcement of Agreement.** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court or Federal District Court located in Sacramento County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.
17. **Assignment Prohibited.** The expertise and experience of CONTRACTOR are material considerations for this Agreement. CITY has a strong interest in the qualifications and capability of the persons and entities 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
5730 24th Street, Bldg. 1
Sacramento, CA 95822

- Bring an action in the appropriate division of the Superior Court of the State of California against the Employer and obtain the following remedies:
 - Reinstatement, injunctive relief, compensatory damages and punitive damages
 - Reasonable attorney's fees and costs

Attachment B



YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

If your employer provides employee benefits, they must be provided to those employees working on a City of Sacramento contract without discriminating between employees with spouses and employees with domestic partners.

The included employee benefits are:

- Bereavement leave
- Disability, life and other types of insurance
- Family medical leave
- Health benefits
- Membership or membership discounts
- Moving expenses
- Pension and retirement benefits
- Vacation
- Travel benefits
- Any other benefits given to employees

If you feel you have been discriminated against by your employer . . .

You May . . .

- Submit a written complaint to the City of Sacramento, Contract Services Unit, containing the details of the alleged violation. The address is:

City of Sacramento
Procurement Services Division
5730 24th Street, Bldg. 1
Sacramento, CA 95822
- Bring an action in the appropriate division of the Superior Court of the State of California against the employer and obtain reinstatement, injunctive relief, compensatory damages, punitive damages and reasonable attorney's fees and costs.

Discrimination and Retaliation Prohibited.

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

You May Also . . .

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

PROJECT #: L19136500
PROJECT NAME: McClatchy Park Improvements
DEPARTMENT: Parks and Recreation
DIVISION: Park Planning and Development Services



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

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

Callander Associates
11180 Sun Center Dr. Suite 104
Rancho Cordova, CA 95670
Phone: 916-631-1312 / Fax: 916-635-9153

("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 said services at the time, place, and in the manner specified in Exhibit A. CONTRACTOR shall not be compensated for services outside the scope of Exhibit A unless prior to the commencement of such services: (a) CONTRACTOR notifies CITY and CITY agrees that such services are outside the scope of Exhibit A; (b) CONTRACTOR estimates the additional compensation required for these additional services; and (c) CITY, after notice, approves in writing a Supplemental Agreement specifying the additional services and amount of compensation therefor. CITY shall have no obligations whatsoever under this Agreement and/or any Supplemental Agreement, unless and until this Agreement or any Supplemental Agreement is approved by the Sacramento City Manager or the City Manager's authorized designee, or by the Sacramento City Council, as required by the Sacramento City Code.
- 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 furnishing services pursuant to this Agreement. CITY shall furnish to CONTRACTOR only the facilities and equipment listed in Exhibit C according to any terms and conditions set forth in Exhibit C.
- General Provisions.** The General Provisions set forth in Exhibit D, that include indemnity and insurance requirements, are part of this Agreement. In the event of any conflict between the General Provisions and any terms or conditions of any document prepared or provided by

CONTRACTOR and made a part of this Agreement, including without limitation any document relating to the scope of services or payment therefor, the General Provisions shall control over said terms or conditions.

- 5. **Non-Discrimination in Employee Benefits.** This Agreement is subject to the provisions of Sacramento City Code Chapter 3.54, Non-Discrimination in Employee Benefits by City Contractors. The requirements of Sacramento City Code Chapter 3.54 are summarized in Exhibit E. CONTRACTOR is required to sign the attached Declaration of Compliance (Equal Benefits Ordinance), to assure compliance with these requirements.
- 6. **Authority.** The person signing this Agreement for CONTRACTOR hereby represents and warrants that he/she is fully authorized to sign this Agreement on behalf of CONTRACTOR and to bind CONTRACTOR to the performance of its obligations hereunder.
- 7. **Exhibits.** All exhibits referred to herein are attached hereto and are by this reference incorporated as if set forth fully herein.

Executed as of the day and year first above stated.

CITY OF SACRAMENTO
A Municipal Corporation

By: _____

Print name: _____

Title: _____

For: John F. Shirey, City Manager

APPROVED TO AS FORM:

City Attorney

ATTEST:

City Clerk

Attachments

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

CONTRACTOR:

Callander Associates
NAME OF FIRM

94-334947
Federal I.D. No.

250-3702-9
State I.D. No.

119706
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]
Signature of Authorized Person

Benjamin W Woodside, Corporate Secretary
Print Name and Title

[Signature]
Additional Signature (if required)

Brian Fletcher, President
Print Name and Title

[Handwritten mark]

**DECLARATION OF COMPLIANCE
Equal Benefits Ordinance**

Name of Contractor: Callander Associates

Address: 11180 Sun Center Dr. Suite 104, Rancho Cordova, CA,95670

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

10/25/12
Date

Benjamin W Woodside
Print Name

Principal
Title



EXHIBIT A

PROFESSIONAL SERVICES AGREEMENT FOR DESIGN PROFESSIONALS

SCOPE OF SERVICES

1. **Representatives.**

The CITY Representative for this Agreement is:

C. Gary Hyden, Supervising Landscape Architect
City of Sacramento Department of Parks and Recreation
915 I Street, 5th Floor, Sacramento, CA 95814
Phone: 916-808-1949 / Fax: / E-mail: ghyden@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:

Ben Woodside, Principal
Callander Associates
11180 Sun Center Dr. Suite 104
Rancho Cordova, CA 95670
Phone: 916-631-1312 / Fax: 916-635-9153 / Email: bwoodside@cavalleyoffice.com

All CITY questions pertaining to this Agreement shall be referred to the CONTRACTOR Representative. All correspondence to CONTRACTOR shall be addressed to the address set forth on page one of this Agreement. Unless otherwise provided in this Agreement, all correspondence to the CITY shall be addressed to the CITY Representative.

2. **Professional Liability Insurance.** Professional Liability (Errors and Omissions) insurance is X is not [check one] required for this Agreement. If required, such coverage must be continued for at least One year(s) following the completion of all Services and Additional Services under this Agreement. (See Exhibit D, Section 11, for complete insurance requirements.)

3. **Conflict of Interest Requirements.**

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



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

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

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

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

- B. **Conflict of Interest Statements.** The individual(s) who will provide services or perform work pursuant to this Agreement are "consultants" within the meaning of the Political Reform Act and the CITY's Conflict of Interest Code: ___ yes ___X no [check one]

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 completed by June 15, 2014.

**LANDSCAPE ARCHITECTURE SCOPE OF SERVICES FOR PARK
DESIGN DEVELOPMENT, CONSTRUCTION DOCUMENT PREPARATION
AND CONSTRUCTION ADMINISTRATION SUPPORT**

Project: McClatchy Park Improvements L19136500

Date: 10/24/2012

GENERAL

The following scope of work describes the significant tasks involved in providing the City of Sacramento Parks and Recreation Department (City) for a fee proposal for the project referenced above.

The Consultant Landscape Architect (CLA) shall assign a Project Manager (CLAPM) for the duration of the project. The CLAPM shall be approved by the Park Planning and Development Services (PPDS) Supervising Landscape Architect (SLA). The CLAPM shall not be changed without written permission from the SLA.

Note: All formats shall conform to the latest PPDS standards and guidelines. The City will provide the latest standards and guidelines for each project.

PROJECT PROGRAM, SITE SPECIFICS and CONSTRUCTION BUDGET

Program:

The general project program is as described in the Master Plan adopted by the City Council on 3/24/2009. The following list of program elements is general in nature. Specifics such as materials, colors configurations etc. will be determined during the design development phase of the work:

1. Utilities required for park elements including but not limited to domestic water, irrigation water, sewer, storm drainage system, electrical, etc.
2. Site furniture including but not limited to drinking fountains, benches, picnic tables, checker and chess game tables trash receptacles, barbecues, etc. (quantities, types, and styles to be determined).
3. Solar powered security cameras (exact number to be determined by City)
4. Irrigation system including but not limited to water meter, backflow prevention device, booster pump, controller, valves, heads, and lines (system element types, models, and manufacturers to be approved by the City).
5. Trees, shrubs, and ground covers (types, sizes, and spacing to be approved by the City).



6. 1-Adventure playground with shade canopy (theme to be determined).
7. 1-Tot lot playground with shade canopy (theme to be determined).
8. 1-Interactive water mister area (non-recirculating; theme to be determined).
9. 1-Large group picnic shelter.
10. 1-Small group picnic shelter.
11. 1-Above ground skate park with pre-manufactured skate elements.
12. Pathway lighting to provide lighted path of travel from sidewalks to lighted facilities in the park.
13. Solar powered security lighting.
14. 2-basketball courts.
15. 2-tennis courts.
16. Power source, pull boxes and conduits for future lighting of tennis courts, and basketball courts.
17. Butterfly garden with interpretive signage.
18. Decomposed granite jogging trail with fitness stations.

Note: The scope of work includes design development and construction document preparation for the entire build out of the park based on this program.

Site Specifics:

The following is a list of site details that relate to the project:

1. The boundaries of the site are as shown in the master plan.
2. Access to utilities will be from the park site street frontage. Stub outs for water, storm drain, and sewer may exist. However, it is the CLA's responsibility to coordinate with the Sacramento Department of Utilities, SMUD, and Sacramento County to ensure that all necessary utilities are provided on site. The City will pay all utility company fees and charges related to utility coordination.
3. Off-site utility design is not included in this scope.

Construction Budget and Additive Alternatives:

1. The construction budget for this project is two million two hundred thousand dollars (\$2,200,000.00). If the construction budget is insufficient for complete build out of the park, the CLA will break the project into two phases as directed by the City.
2. The CLA will at the direction of the City prepare additive alternates equal to an amount of 10% of the construction budget.

DESIGN DEVELOPMENT (Construction Documents 35% Complete)

Task 1 Start-Up Meeting

General:

CLAPM will attend a project start up meeting with the City Project Manager (CPM) at Sacramento City Hall. The following items will be reviewed:

1. Topographic map 1 hard copy and 1 electronic file to be provided by the City.
2. Required geotechnical engineer services including a written report with appropriate recommendations.
3. Current set of City Standard Specifications, City Standard Details, City Standard Notes, Special Provision Format and Estimate of Probable Construction Format. All documents listed in item 3 will be provided via electronic file by the City.
4. Project program and if applicable approved master plan to be provided via electronic file by the City.
5. Proposed scales for plans, detail plans, elevations, and sections if required.
6. Additional existing relevant documents from the City's files to be provided via electronic file or photocopy by the City.
7. Milestone dates required including but not limited to the following:
 - a. Submittal of the 35% Design Development package for City review.
 - b. CLA and City review meeting of the 35% Design Development.
 - c. Submittal of the 75% Construction Document package for City review.
 - d. CLA and City review meeting of the 75% Construction Document package.
 - e. Submittal of the 100% Construction Document package for City review.



- f. CLA and City review meeting of the 100% Construction Document package.
- g. Submittal of the final (100% with corrections) Construction Document package for City review and building permit submittal.
- h. Call for Bid Date
- i. Bid Opening Date
- j. Award of Contract Date
- k. Notice to Proceed Date
- l. Construction Complete Date
- m. City Acceptance Date

Deliverables:

- 8. Within one week the CLA will deliver the following to the City:
 - a. Start-up meeting notes describing major discussions, decisions and action items.
 - b. Project Schedule in Microsoft Project format.

Task 2 Design Development Package

General:

The CLA will prepare a Design Development Package (DDP) for review by the City. The DDP will equal 35% complete construction documents. Plans for the DDP shall be prepared in a version of AutoCad acceptable to the City. The DDP shall include but not be limited to the following:

- 1. Proposed datum point for layout.
- 2. Layout Plan showing the proposed location of all elements.
- 3. Enlargement Plans as required to effectively communicate the design detail.
- 4. Grading and Drainage Plan showing sufficient spot elevations and contours to clearly depict the grading concept. This plan shall also show the proposed primary catch basin locations and the proposed drain line configuration and storm drain points of connection. In addition, preliminary cut and fill calculations shall be prepared.



5. Utilities and Electrical Plans showing the general points of connection and layout of the electrical equipment, lighting, domestic water and sewer required for the project.
6. Irrigation Plan showing proposed point of connection, backflow prevention device, booster pump, mainline routing and a typical valve head and lateral layout for a major turf area and a major groundcover and shrub area. The plan will also show the proposed static and operating pressure and the gallons per minute required for the system.
7. Planting Plan showing the turf, ground cover areas and tree layout. Note the groundcover areas will be shown with symbols; no detailed planting is required. In addition on the plan provide a proposed planting list with the plant material subdivided by type, e.g. coniferous trees, shrubs, groundcovers, etc.
8. A complete list of proposed details. The list will denote special details to be developed by the CLA.
9. Catalog cuts for all major elements and equipment proposed for the project.
10. A detailed outline of the special provisions.
11. A 35% complete level estimate of probable construction cost.

Deliverables:

4 full size sets of prints (24"x36") and 4 sets of 8-1/2"x11" documents.

Task 3 Design Development Review Meeting

General:

The CLAPM will attend a Design Development Package Review meeting with the CPM at Sacramento City Hall. The CPM will provide comments and direction based on the submittals. Upon receipt of the deliverables for this task the CPM will send an email authorizing the CLAPM to proceed to the next task

Deliverables:

1. Within one week the CLA will deliver the following to the City:
 - a. Design Development Review meeting notes describing major discussions, decisions and action items .
 - b. Updated Project Schedule in Microsoft Project format.



75% Complete Construction Documents

Task 4 Prepare and Submit 75% Complete Construction Document Package

General:

Based on the comment and direction received in the Design Development Review meeting, the CLA will prepare a 75% complete set of construction documents for review by the City. The set shall be prepared in AutoCad and Microsoft Word and shall include but not be limited to the following:

1. Cover Sheet. The cover sheet shall be in the City format. An example will be provided to the CLA.
2. Existing Conditions and Demolition Plan. This plan will depict all of the existing site elements to be preserved or demolished. In addition it will contain an Existing Conditions and Demolition Legend, Existing Conditions and Demolition Standard Notes, Existing Conditions and Demolition Key Notes, Erosion Control Legend, and Erosion Control Key Notes.
3. Storm Water Pollution Prevention Plan. The CLA is responsible for preparing all necessary documents required to obtain clearance for construction under the National Pollutant Discharge Elimination system (NPDES) General Permit. The City is responsible for submitting the documents, initiating, maintaining and closing out processes required by the NPDES General Permit.
4. Layout Plan showing the exact location of all elements. Layout Standard Notes, Layout Key Notes, Equipment Key Notes, Layout Legend and detail callouts. The layout plan shall show the datum information and significant northings and eastings for the work.
5. Enlargement Plans as required to effectively communicate the design detail. The Enlargement Plans shall contain appropriate legends, notes, and schedules.
6. Grading and Drainage Plan showing with additional spot elevations and contours. This plan shall also show additional drain inlets and catch basin locations and associated drain line configuration and sizing. The plan will contain the appropriate notes and legends. In addition, the cut and fill calculations shall be updated.
7. Utilities Plan showing utilities design.
8. Electrical Plan showing electrical and lighting design.

9. Irrigation Plan showing proposed point of connection, backflow prevention device, booster pump, mainline routing and sizing, valve head and lateral layout all proposed valves. In addition a minimum of two valves and associated lateral line of each zone type shall be sized. The plan will show the proposed static and operating pressure and the gallons per minute required for the system. The plan will contain the irrigation legend, irrigation standard notes, irrigation key notes and water calculations required by City Code.
10. Planting Plan showing the turf, ground cover areas and tree layout. Proposed groundcover types, shrub groupings and types as well as tree types will be called out on the plan. In addition the plan will contain the planting legend, planting standard notes, planting call out notes, and shade calculations if required.
11. Detail Sheets
12. Contract Specifications.
13. A 75% complete level estimate of probable construction cost.

Deliverables:

8 full size sets of prints (24"x36") and 4 sets of 8-1/2"x11" documents.

Task 5 75% Construction Documents Complete Review Meeting

General:

The CLAPM will attend a 75% construction documents complete review meeting with the CPM at Sacramento City Hall. The CPM will provide comment and direction based on the submittals. Upon receipt of the deliverables for this task the CPM will send an email authorizing the CLA to proceed to the next task

Deliverables:

1. Within one week the CLA will deliver the following to the City:
 - c. 75% Construction Documents Complete Review meeting notes describing major discussions, decisions and action items.
 - a. Updated Project Schedule in Microsoft Project format.

100% Complete Construction Documents

Task 6 Prepare and Submit 100% Complete Construction Document Package

General:

Based on the comment and direction received in the 75% Complete Review Meeting, the (CLA) will prepare a 100% complete set of construction documents for review by the City. The set shall be prepared in AutoCad and Microsoft Word and shall include but not be limited to the following:

1. Cover Sheet. The cover sheet shall be in the City format. An example will be provided to the CLA.
2. Existing Conditions and Demolition Plan. This plan will depict all of the existing site elements to be preserved or demolished. In addition it will contain a Existing Conditions and Demolition Legend, Existing Conditions and Demolition Standard Notes, Existing Conditions and Demolition Key Notes, Erosion Control Legend, and Erosion Control Key Notes.
3. Storm Water Pollution Prevention Plan. The CLA is responsible for preparing all necessary documents required to obtain clearance for construction under the National Pollutant Discharge Elimination system (NPDES) General Permit. The City is responsible for submitting the documents, initiating, maintaining and closing out processes required by the NPDES General Permit.
4. Layout Plan showing the exact location of all elements. Layout Standard Notes, Layout Key Notes, Equipment Key Notes, Layout Legend and detail callouts. The layout plan shall show the datum information and significant northings and eastings for the work.
5. Enlargement Plans as required to effectively communicate the design detail. The enlargement plans shall contain appropriate legend and notes schedules.
6. Grading and Drainage Plan showing additional spot elevations and contours to bring the grading and drainage plan to a 100% complete Level. This plan shall also show additional drain inlets and catch basin locations and associated drain line configuration and sizing. The plan will contain the appropriate notes and legends. In addition the cut and fill calculations shall be updated.
7. Utilities Plan showing utilities design.
8. Electrical Plan showing electrical and lighting.
9. Irrigation Plan showing proposed point of connection, backflow prevention device, booster pump, mainline routing and sizing, valve head and lateral layout all proposed valves. In addition a valve and lateral line of each zone type shall be sized. The plan

will show the proposed static and operating pressure and the gallons per minute required for the system. The plan will contain the irrigation legend, irrigation standard notes, irrigation key notes and water calculations required by City Code.

10. Detail sheets
11. Contract Specifications 100% complete
12. A 100% complete level estimate of probable construction cost.
13. Identification of proposed additive alternates and if required, proposed phasing plan.

Deliverables:

4 full size sets of prints (24"x36") and 4 sets of 8-1/2"x11" documents.

Task 7 100% Construction Documents Complete Review Meeting

General:

The CLA will attend a 100% construction documents complete review meeting with the CPM at Sacramento City Hall. The CPM will provide comment and direction based on the submittals. Upon receipt of the deliverables for this task the CPM will send an email authorizing the CLAPM to proceed to the next task

Deliverables:

1. Within one week the CLA will deliver the following to the City:
 - a. 100% Construction Documents Complete Review meeting notes describing major discussions decisions and action items.
 - b. Updated Project Schedule in Microsoft Project format.
 - c. Original mylars stamped and signed by the appropriate CLA design professionals.

Task 8 100% Corrections and Building Permit Submittal Sets

1. The CLA will make corrections to the 100% Construction Documents and 100% complete estimate of probable construction cost as directed by the City.

2. The CLA will provide the City with one set of stamped and signed originals. Each sheet will contain a note provided by the City identifying the plans as "For Building Permit Review Only"
3. The City will process the building permit and pay all necessary fees.
4. CLA will provide the City with corrected sheets as required by the Building Department. Once all corrections are achieved, CLA will provide the City with one complete set of stamped and signed originals for use in bidding the project.

Deliverables

1. See task descriptions above.

Bidding and Contract Award

Task 9 Assistance with Bidding and Contract Award

1. The CLA shall allow for a maximum of 6 hours of CLAPM time to assist the City in answering bid questions, reviewing the bids, and attending one meeting at City hall to determine award of additive alternates, if any.

Construction Administration

Task 10 Assistance with Construction Administration

1. The CLAPM will attend a maximum of fifteen meetings including but not limited to the following:
 - a. Pre-Job Conference (one meeting)
 - b. Construction Staking Review (one meeting)
 - c. Site Grading Review (one meeting)
 - d. Hardscape Layout including play area configuration (two meetings)
 - e. Irrigation mainline pressure test (one meeting)

- f. Irrigation coverage test (one meeting)
- g. Soil preparation acceptance (one meeting)
- h. Plant material layout (two meetings)
- i. Substantial completion review (one meeting)
- j. Final acceptance (one meeting)

Expansion of Existing Tasks

Task 11 Expansion of Existing Tasks

1. During the course of the project the City may request the expansion of an existing task in the scope of work. This request will be presented in writing. The CLA will prepare a fee and schedule change proposal based on the written request. The proposed fee will be based on the CLA fee schedule accepted for this work and the schedule change, if any, will be based on the latest project schedule accepted by the City. If the City finds the change acceptable, the SLA will provide the CLA with a signed written notice. The fee for the expanded work will be charged against the amount included in the fee summary for Task 11. It is understood and agreed by the CLA that no services at all may be requested by the City under this task and that any payment for said services shall not exceed the total amount described in the written notice signed by the SLA or the total amount described in the fee summary for Task 11.
2. If additional services are required beyond the scope and fee of Task 11 they shall be handled as described in the Professional Services Agreement for this project.

Fees and Expenses

The CLA will prepare a fee proposal in the following format:

DESIGN DEVELOPMENT (Construction Documents 35% Complete)

Lump Sum: Task 1 Start-Up Meeting including deliverables.

Lump Sum: Task 2 Design Development Package including deliverables.



Lump Sum: Task 3 Design Development Review Meeting including deliverables.

75% Complete Construction Documents

Lump Sum: Task 4 Prepare and Submit 75% Complete Construction Document Package including deliverables.

Lump Sum: Task 5 75% Construction Documents Complete Review Meeting including deliverables.

100% Complete Construction Documents

Lump Sum: Task 6 Prepare and Submit 100% Complete Construction Document Package including deliverables.

Lump Sum: Task 7 100% Construction Documents Complete Review Meeting including deliverables.

Lump Sum: Task 8 100% Corrections and Building Permit Submittal Sets including deliverables.

Bidding and Contract Award

Lump Sum: Task 9 Assistance with Bidding and Contract Award.

Construction Administration

Not to Exceed: Task 10 Assistance with Construction Administration including travel and other expenses.

Expansion of Existing Tasks

Budget (amount as authorized in writing by SLA): Task 11 Expansion of Additional Tasks

Summary of Fees for Tasks 1 through 11

Not to Exceed: Total for Tasks 1 through 11

Additional Services

The CLA shall include a fee schedule that will remain in effect for the entire length of the project. If additional services are required, upon request from the City, the CLA will provide a scope and cost breakdown in a format acceptable to the City. The CLA shall not commence work on additional services without written authorization to proceed from the City.



EXHIBIT B

PROFESSIONAL SERVICES AGREEMENT FOR DESIGN PROFESSIONALS

FEE SCHEDULE/MANNER OF PAYMENT

1. **CONTRACTOR's Compensation.** The total of all fees paid to the CONTRACTOR for the performance of all services set forth in Exhibit A, including normal revisions (hereafter the "Services"), and for all authorized Reimbursable Expenses, shall not exceed the total sum of One Hundred Ninety Eight Thousand Two Hundred Twenty One Dollars and No Cents (\$198,221.00).
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 below.
- D. Requests for payment shall be sent to:

City of Sacramento Parks and Recreation Department
915 I Street 5th Floor, Sacramento, CA 95814
Phone: 916-808-1949 / Fax: 916-808-8266
Attn: C. Gary Hyden, Supervising Landscape Architect

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

October 11, 2012

Mr. Gary Hyden
City of Sacramento
915 I Street, 5th Floor
Sacramento, CA 95814

RE: MCCLATCHY PARK IMPROVEMENTS/ proposal

The following is our fee proposal for completing the improvements planned for McClatchy Park.

FEE PROPOSAL

DESIGN DEVELOPMENT (Construction Documents 35% Complete)

| | |
|--|-------------|
| Lump Sum: Task 1 Start-up Meeting including deliverables..... | \$3,309.50 |
| Lump Sum: Task 2 Design Development Package including deliverables..... | \$45,105.50 |
| Lump Sum: Task 3 Design Development Review Meeting including deliverables | \$2,349.50 |
| <i>Total Design Development</i> | \$50,764.50 |

75% COMPLETE CONSTRUCTION DOCUMENTS

| | |
|--|-------------|
| Lump Sum: Task 4 Prepare and Submit 75% Complete Construction Document package including deliverables | \$54,978.50 |
| Lump Sum: Task 5 75% Construction Documents Complete Review Meeting including deliverables | \$1,575.00 |
| <i>Total 75% CD's</i> | \$56,553.50 |

100% COMPLETE CONSTRUCTION DOCUMENTS

| | |
|---|-------------|
| Lump Sum: Task 6 Prepare and Submit 100% Complete Construction Document Package including deliverables | \$42,343.00 |
| Lump Sum: Task 7 100% Construction Documents Complete Review Meeting including deliverables | \$3,928.50 |
| Lump Sum: Task 8 100% Corrections and Building Permit Submittal Sets including deliverables..... | \$16,026.00 |
| <i>Total 100% CD's</i> | \$62,297.50 |

BIDDING AND CONTRACT AWARD

Lump Sum: Task 9 Assistance with Bidding and Contract Award.....\$1,637.50
Total Bidding & Contract Award.....\$1,637.50

CONSTRUCTION ADMINISTRATION

Lump Sum Per Meeting: Task 10 Assistance with Construction Administration
(@ \$789 per meeting) Including travel and other expenses.\$9,468.00
Not to Exceed Total Construction Administration (12 meetings).....\$9,468.00

EXPANSION OF EXISTING TASKS

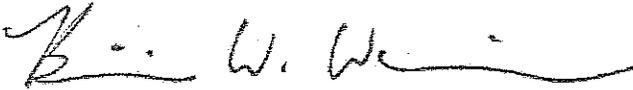
Budget (amount as authorized in writing by SLA):

Task 11 Expansion of Existing Tasks.....\$17,500

SUMMARY OF FEES FOR TASK 1 THROUGH 11

Not to Exceed: Total for Tasks 1 through 11\$198,221.00

Sincerely,



Benjamin W. Woodside, ASLA, Principal
Callander Associates
Landscape Architecture, Inc.

Attachments: Standard Schedule of Compensation

Notice: Landscape architects are licensed by the State of California.
Terms and conditions are subject to change after ninety days.....



Callander Associates
Landscape Architecture, Inc.

Standard Schedule of Compensation 2011 RC (Rancho Cordova)

Hourly Rates

| | | | |
|-------------------|------------|----------------------|------------|
| Senior Principal | \$201/hour | Construction Manager | \$120/hour |
| Principal | \$147/hour | Assistant 1 | \$108/hour |
| Associate 1 | \$142/hour | Assistant 2 | \$100/hour |
| Associate 2 | \$130/hour | Assistant 3 | \$91/hour |
| Associate 3 | \$117/hour | Assistant 4 | \$85/hour |
| Project Manager 1 | \$130/hour | Assistant 5 | \$73/hour |
| Project Manager 2 | \$117/hour | Assistant 6 | \$68/hour |
| Project Manager 3 | \$113/hour | Word Processor | \$85/hour |
| Project Manager 4 | \$108/hour | Accounting | \$100/hour |
| Project Manager 5 | \$100/hour | | |

EXHIBIT C

PROFESSIONAL SERVICES AGREEMENT FOR DESIGN PROFESSIONALS

FACILITIES AND EQUIPMENT TO BE PROVIDED BY CITY

CITY shall [*check one*]

X Not furnish any facilities or equipment for this Agreement; or

furnish the following facilities or equipment for the Agreement; [*list, if applicable*]



EXHIBIT D

PROFESSIONAL SERVICES AGREEMENT FOR DESIGN PROFESSIONALS

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.

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

A. Minimum Scope & Limits of Insurance Coverage

- (1) Commercial General Liability Insurance, providing coverage at least as broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less

than one million dollars (\$1,000,000) per occurrence. The policy shall provide contractual liability and products and completed operations coverage for the term of the policy.

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

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

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

- (3) Workers' Compensation Insurance with statutory limits, and Employers' Liability Insurance with limits of not less than one million dollars (\$1,000,000). The Worker's Compensation policy shall include a waiver of subrogation for contracts involving construction or maintenance, or if required by the CITY by selecting the option below:

_____ Workers' Compensation waiver of subrogation in favor of the City is required for all work performed by the CONTRACTOR.

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

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

- (4) Professional Liability Insurance providing coverage on a claims made basis for errors, omissions or malpractice with limits of not less than one million (\$1,000,000) dollars if required by the CITY under Exhibit A, Section 2.

B. Additional Insured Coverage

- (1) Commercial General Liability Insurance: The CITY, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects general liability arising out of activities performed by or on behalf of CONTRACTOR, products and completed operations of CONTRACTOR, and premises owned, leased or used by CONTRACTOR. The general liability additional insured endorsement must be signed by an authorized representative of the insurance carrier for contracts involving construction or maintenance, or if required by the CITY by selecting the option below:



_____ Additional insured endorsement must be signed by an authorized representative of the insurance carrier.

If the policy includes a blanket additional insured endorsement or contractual additional insured coverage, the above signature requirement may be fulfilled by submitting that document with a signed declaration page referencing the blanket endorsement or policy form.

- (2) Automobile Liability Insurance: The CITY, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects auto liability.

C. Other Insurance Provisions

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

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

D. Acceptability of Insurance

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

E. Verification of Coverage

- (1) CONTRACTOR shall furnish CITY with certificates and required endorsements evidencing the insurance required. The certificates and endorsements shall be forwarded to the CITY representative named in Exhibit A. Copies of policies shall be delivered to the CITY on demand. Certificates of insurance shall be signed by an authorized representative of the insurance carrier.
- (2) The CITY may withdraw its offer of contract or cancel this Agreement if the certificates of insurance and endorsements required have not been provided

prior to execution of this Agreement. The CITY may withhold payments to CONTRACTOR and/or cancel the Agreement if the insurance is canceled or CONTRACTOR otherwise ceases to be insured as required herein.

F. Subcontractors

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

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

- A. Compliance With Regulations: CONTRACTOR shall comply with the Executive Order 11246 entitled "Equal Opportunity in Federal Employment", as amended by Executive Order 11375 and 12086, and as supplemented in Department of Labor regulations (41 CFR Chapter 60), hereinafter collectively referred to as the "Regulations".
- B. Nondiscrimination: CONTRACTOR, with regards to the work performed by it after award and prior to completion of the work pursuant to this Agreement, shall not discriminate on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation in selection and retention of subcontractors, including procurement of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in discrimination prohibited by the Regulations.
- C. Solicitations for Subcontractors, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by CONTRACTOR for work to be performed under any subcontract, including all procurement of materials or equipment, each potential subcontractor or supplier shall be notified by CONTRACTOR of CONTRACTOR's obligation under this Agreement and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation.
- D. Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or by any orders or instructions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the CITY to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the CITY, and shall set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of noncompliance by CONTRACTOR with the nondiscrimination provisions of this Agreement, the CITY shall impose such sanctions as it may determine to be appropriate including, but not limited to:
- (1) Withholding of payments to CONTRACTOR under this Agreement until CONTRACTOR complies;

(2) Cancellation, termination, or suspension of the Agreement, in whole or in part.

F. Incorporation of Provisions: CONTRACTOR shall include the provisions of subsections A through E, above, in every subcontract, including procurement of materials and leases of equipment, unless exempted by the Regulations, or by any order or instructions issued pursuant thereto. CONTRACTOR shall take such action with respect to any subcontract or procurement as the CITY may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, CONTRACTOR may request CITY to enter such litigation to protect the interests of CITY.

13. **Entire Agreement.** This document, including all Exhibits, contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Agreement. No alteration to the terms of this Agreement shall be valid unless approved in writing by CONTRACTOR, and by CITY, in accordance with applicable provisions of the Sacramento City Code.
14. **Severability.** If any portion of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.
15. **Waiver.** Neither CITY acceptance of, or payment for, any Service or Additional Service performed by CONTRACTOR, nor any waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.
16. **Enforcement of Agreement.** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court or Federal District Court located in Sacramento County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.
17. **Assignment Prohibited.** The expertise and experience of CONTRACTOR are material considerations for this Agreement. CITY has a strong interest in the qualifications and capability of the persons and entities 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
5730 24th Street, Bldg. 1
Sacramento, CA 95822

- Bring an action in the appropriate division of the Superior Court of the State of California against the Employer and obtain the following remedies:
 - Reinstatement, injunctive relief, compensatory damages and punitive damages
 - Reasonable attorney's fees and costs



Attachment B



YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

If your employer provides employee benefits, they must be provided to those employees working on a City of Sacramento contract without discriminating between employees with spouses and employees with domestic partners.

The included employee benefits are:

- Bereavement leave
- Disability, life and other types of insurance
- Family medical leave
- Health benefits
- Membership or membership discounts
- Moving expenses
- Pension and retirement benefits
- Vacation
- Travel benefits
- Any other benefits given to employees

If you feel you have been discriminated against by your employer . . .

You May . . .

- Submit a written complaint to the City of Sacramento, Contract Services Unit, containing the details of the alleged violation. The address is:

City of Sacramento
Procurement Services Division
5730 24th Street, Bldg. 1
Sacramento, CA 95822
- Bring an action in the appropriate division of the Superior Court of the State of California against the employer and obtain reinstatement, injunctive relief, compensatory damages, punitive damages and reasonable attorney's fees and costs.

Discrimination and Retaliation Prohibited.

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

You May Also . . .

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

DESCRIPTIONS (Continued from Page 1)

Insurance is Primary and Non-contributory with Severability of Interest clause.

Waiver of Subrogation applies to Worker's Compensation coverage per policy form wording.

AMS 75.3 (07/07) 2 of 2 #S366010/M335802

9/11/2012 8:00AM

Insured: Calander Associates
Policy Number: 57WECDS3861
Effective Date: 07/01/12

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF OUR RIGHT TO RECOVER FROM
OTHERS ENDORSEMENT - CALIFORNIA**

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

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be % of the California workers' compensation premium otherwise due on such remuneration.

SCHEDULE

| Person or Organization | Job Description |
|--|---|
| City of Sacramento 1305 35th Avenue Sacramento, CA 95822 | Project: Shasta Park Reserve Visualization***City of Sacramento its officials, employees and volunteers |

Countersigned by *Michelle King*
Authorized Representative

Form WC 04 03 06
Process Date:

(1) Printed in U.S.A.

Policy Expiration Date:

9/11/2012 8:00AM

Additional Insured - Owners, Lessees or Contractors - AB 90 67 12 93
Policy Amendment Section II

Insured *Calander Associates*

Policy Number *AZC00877228*

Producer *Dealey, Renton & Associates*

Effective Date *07/07/12*

Schedule

Name of Person(s) or Organization(s)

Description of Operations

*City of Sacramento, its Officers,
Agents & Employees
c/o Ebix BPO
P.O. Box 257*

The City of Sacramento, its officials, employees and volunteers

(If no entry appears above, information required to complete this Endorsement will be shown in the Declarations as applicable to this Endorsement.)

The following is added to Part I - WHO IS AN INSURED in the Business Liability Section of this policy

arising out of your work for that insured by or for you.

5. The person or organization shown in the Schedule is also an insured, but only with respect to liability

All other terms and conditions of the policy apply.

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the Fireman's Fund Insurance Companies as named in the policy

Sally P. Kary
Secretary

Michael E. LaRocca
President

AB9067 12-93
Contains copyrighted Material of Insurance Services Office, Inc., 1984

7/10/2012 8:30AM

Client#: 56

CALLAASSO1

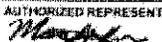
| | | |
|---|---|---------------------------------|
| ACORD™ CERTIFICATE OF LIABILITY INSURANCE | | DATE (MM/DD/YYYY) 06/29/2012 |
| PRODUCER Dealey, Renton & Associates P. O. Box 12675 Oakland, CA 94604-2675 510 465-3090 | THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. | |
| INSURED Callander Associates Landscape Architecture, Inc. 311 Seventh Avenue San Mateo, CA 94401-4259 | INSURERS AFFORDING COVERAGE INSURER A: The Travelers Indemnity Co of C INSURER B: Argonaut Insurance Company INSURER C: INSURER D: INSURER E: | NAIC # |

COVERAGES

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

| TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/YYYY) | POLICY EXPIRATION DATE (MM/YYYY) | LIMITS |
|--|---------------|---------------------------------|----------------------------------|---|
| GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DOCLRI GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PER CL. <input type="checkbox"/> PER LOC | | | | EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (EXCESSIVE) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/PROP AGG \$ |
| AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED FOR AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | | COMBINED SINGLE LIMIT (E.g. accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| GARAGE LIABILITY <input type="checkbox"/> ANY AUTO | | | | AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$ |
| EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$ | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ |
| A WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICEMEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below | 57WECDS3861 | 07/01/12 | 07/01/13 | <input checked="" type="checkbox"/> NO STATUTORY LIMITS <input type="checkbox"/> E.L. EACH ACCIDENT \$1,000,000 <input type="checkbox"/> E.L. DISEASE - EA EMPLOYEE \$1,000,000 <input type="checkbox"/> E.L. DISEASE - POLICY LIMIT \$1,000,000 |
| B OTHER Professional Liability | IAE124070 | 12/31/11 | 12/31/12 | \$2,000,000 per claim \$2,000,000 annl aggr. |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 All operations of the named insured.

| | |
|---|--|
| CERTIFICATE HOLDER City of Sacramento, Its Officers, Agents & Employees Attn: Ebix BPO P.O. Box 257 Portland, MI 48875-0257 | CANCELLATION 10 Days for Non-Payment SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE  |
|---|--|



PROJECT #: L19187001
 PROJECT NAME: Wild Rose Park
 DEPARTMENT: Parks and Recreation
 DIVISION: Park Planning and Development

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

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

HLA Group
 1050 Twentieth Street, Suite 200
 Sacramento, CA 95811
 Phone: 916-447-7400 / Fax: 916-447-8270

("CONTRACTOR"), who agree as follows:

1. **Services.** Subject to the terms and conditions set forth in this Agreement, CONTRACTOR shall provide to CITY the services described in Exhibit A. CONTRACTOR shall provide said services at the time, place, and in the manner specified in Exhibit A. CONTRACTOR shall not be compensated for services outside the scope of Exhibit A unless prior to the commencement of such services: (a) CONTRACTOR notifies CITY and CITY agrees that such services are outside the scope of Exhibit A; (b) CONTRACTOR estimates the additional compensation required for these additional services; and (c) CITY, after notice, approves in writing a Supplemental Agreement specifying the additional services and amount of compensation therefor. CITY shall have no obligations whatsoever under this Agreement and/or any Supplemental Agreement, unless and until this Agreement or any Supplemental Agreement is approved by the Sacramento City Manager or the City Manager's authorized designee, or by the Sacramento City Council, as required by the Sacramento City Code.
2. **Payment.** CITY shall pay CONTRACTOR for services rendered pursuant to this Agreement at the times and in the manner set forth in Exhibit B. The payments specified in Exhibit B shall be the only payments to be made to CONTRACTOR for the services rendered pursuant to this Agreement unless pursuant to Section 1, above, CITY approves additional compensation for additional services. CONTRACTOR shall submit all billings for said services to CITY in the manner specified in Exhibit B, or, if not specified in Exhibit B, according to the usual and customary procedures and practices that CONTRACTOR uses for billing clients similar to CITY.
3. **Facilities and Equipment.** Except as set forth in Exhibit C, CONTRACTOR shall, at its sole cost and expense, furnish all facilities and equipment that may be required for furnishing services pursuant to this Agreement. CITY shall furnish to CONTRACTOR only the facilities and equipment listed in Exhibit C according to any terms and conditions set forth in Exhibit C.
4. **General Provisions.** The General Provisions set forth in Exhibit D, that include indemnity and insurance requirements, are part of this Agreement. In the event of any conflict between the General Provisions and any terms or conditions of any document prepared or provided by

CONTRACTOR and made a part of this Agreement, including without limitation any document relating to the scope of services or payment therefor, the General Provisions shall control over said terms or conditions.

- 5. **Non-Discrimination in Employee Benefits.** This Agreement is subject to the provisions of Sacramento City Code Chapter 3.54, Non-Discrimination in Employee Benefits by City Contractors. The requirements of Sacramento City Code Chapter 3.54 are summarized in Exhibit E. CONTRACTOR is required to sign the attached Declaration of Compliance (Equal Benefits Ordinance), to assure compliance with these requirements.
- 6. **Authority.** The person signing this Agreement for CONTRACTOR hereby represents and warrants that he/she is fully authorized to sign this Agreement on behalf of CONTRACTOR and to bind CONTRACTOR to the performance of its obligations hereunder.
- 7. **Exhibits.** All exhibits referred to herein are attached hereto and are by this reference incorporated as if set forth fully herein.

Executed as of the day and year first above stated.

CITY OF SACRAMENTO
A Municipal Corporation

By: _____

Print name: James B. Combs

Title: Director

For: John F. Shirey, City Manager

APPROVED TO AS FORM:

City Attorney

ATTEST:

City Clerk

Attachments

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

CONTRACTOR:

The HLA Group
Landscape Architects and Planners, Inc.

NAME OF FIRM

68-0027121

Federal I.D. No.

N/A

State I.D. No.

83948

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

Steven A. Canada, President/CFO

Print Name and Title



Additional Signature (*if required*)

Steven A. Canada, Secretary

Print Name and Title

**DECLARATION OF COMPLIANCE
Equal Benefits Ordinance**

Name of Contractor: HLA GROUP

Address: 1050 TWENTIETH STREET, SUITE 200, SACRAMENTO, CA 95811

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

October 26, 2012

Date

Steven A. Canada

Print Name

President/CFO

Title

EXHIBIT A

PROFESSIONAL SERVICES AGREEMENT FOR DESIGN PROFESSIONALS

SCOPE OF SERVICES

1. Representatives.

The CITY Representative for this Agreement is:

C. Gary Hyden, Supervising Landscape Architect
City of Sacramento Department of Parks and Recreation
915 I Street, 5th Floor, Sacramento, CA 95814
Phone: 916-808-1949 / Fax: / E-mail: ghyden@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:

Greg P. Hauser, Principal Landscape Architect
1050 Twentieth Street, Suite 200, Sacramento, California 95811
Phone: 916-447-7400 / Fax: (16-447-8270 / E-mail: ghauser@hlagroup.com

All CITY questions pertaining to this Agreement shall be referred to the CONTRACTOR Representative. All correspondence to CONTRACTOR shall be addressed to the address set forth on page one of this Agreement. Unless otherwise provided in this Agreement, all correspondence to the CITY shall be addressed to the CITY Representative.

- 2. Professional Liability Insurance.** Professional Liability (Errors and Omissions) insurance is X is not ___ [check one] required for this Agreement. If required, such coverage must be continued for at least One year(s) following the completion of all Services and Additional Services under this Agreement. (See Exhibit D, Section 11, for complete insurance requirements.)

3. Conflict of Interest Requirements.

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

7. 1-Baseball field with 60 foot base lines minimum 200 foot outfield.
8. 1-above ground skate park with pre-manufactured elements.
9. 2-Bocce ball courts (materials to be determined).
10. 2-Horse-shoe pits (materials to be determined).
11. 1-Community garden 20 to 30 plots (materials to be determined).
12. 1-Demonstration garden with interpretive signage (size and theme to be determined).
13. 1-Adult basketball court.
14. 1-Adventure playground with shade canopy (theme to be determined).
15. 1-Tot lot playground with shade canopy (theme to be determined).
16. 1-Natural play area (size, theme, and materials to be determined).
17. 1-Group picnic area with hard shell shelter and security lighting (theme and materials to be determined).
18. Jogging-walking decomposed granite path located on the perimeter of the site (width to be determined).
19. 4-Fitness stations (type and theme to be determined).
20. 1-Unique landscape feature e.g. labyrinth (type and theme to be determined).
21. 2-half court game court (materials to be determined).
22. Site security lighting. Walkway lighting for night use is not included in this scope.

Note: The scope of work includes design development and construction document preparation for the entire build out of the park based on this program.

Site Specifics:

The following is a list of site details that relate to the project:

1. The boundaries of the site are as shown in the master plan.
2. Access to utilities will be from the park site street frontage. Stub outs for water, storm drain, and sewer may exist. However, it is the CLA's responsibility to coordinate with the Sacramento Department of Utilities, SMUD, and Sacramento County to ensure that all

necessary utilities are provided on site. The City will pay all utility company fees and charges related to utility coordination.

Construction Budget and Additive Alternatives:

1. The construction budget for this project is two million dollars (\$2,000,000. 00). If the construction budget is insufficient for complete build out of the park, the CLA will break the project into two phases as directed by the City.
2. The CLA will at the direction of the City prepare additive alternates equal to an amount of 10% of the construction budget.

DESIGN DEVELOPMENT (Construction Documents 35% Complete)

Task 1 Start-Up Meeting

General:

CLAPM will attend a project start up meeting with the City Project Manager (CPM) at Sacramento City Hall. The following items will be reviewed:

1. Topographic map 1 hard copy and 1 electronic file to be provided by the City.
2. Required geotechnical engineer services including a written report with appropriate recommendations.
3. Current set of City Standard Specifications, City Standard Details, City Standard Notes, Special Provision Format and Estimate of Probable Construction Format. All documents listed in item 3 will be provided via electronic file by the City.
4. Project program and if applicable approved master plan to be provided via electronic file by the City.
5. Proposed scales for plans, detail plans, elevations, and sections if required.
6. Additional existing relevant documents from the City's files to be provided via electronic file or photocopy by the City.
7. Milestone dates required including but not limited to the following:
 - a. Submittal of the 35% Design Development package for City review.
 - b. CLA and City review meeting of the 35% Design Development.
 - c. Submittal of the 75% Construction Document package for City review.

- d. CLA and City review meeting of the 75% Construction Document package.
- e. Submittal of the 100% Construction Document package for City review.
- f. CLA and City review meeting of the 100% Construction Document package.
- g. Submittal of the final (100% with corrections) Construction Document package for City review and building permit submittal.
- h. Call for Bid Date
- i. Bid Opening Date
- j. Award of Contract Date
- k. Notice to Proceed Date
- l. Construction Complete Date
- m. City Acceptance Date

Deliverables:

- 8. Within one week the CLA will deliver the following to the City:
 - a. Start-up meeting notes describing major discussions, decisions and action items.
 - b. Project Schedule in Microsoft Project format.

Task 2 Design Development Package

General:

The CLA will prepare a Design Development Package (DDP) for review by the City. The DDP will equal 35% complete construction documents. Plans for the DDP shall be prepared in a version of AutoCad acceptable to the City. The DDP shall include but not be limited to the following:

- 1. Proposed datum point for layout.
- 2. Layout Plan showing the proposed location of all elements.
- 3. Enlargement Plans as required to effectively communicate the design detail.

4. Grading and Drainage Plan showing sufficient spot elevations and contours to clearly depict the grading concept. This plan shall also show the proposed primary catch basin locations and the proposed drain line configuration and storm drain points of connection. In addition, preliminary cut and fill calculations shall be prepared.
5. Utilities and Electrical Plans showing the general points of connection and layout of the electrical equipment, lighting, domestic water and sewer required for the project.
6. Irrigation Plan showing proposed point of connection, backflow prevention device, booster pump, mainline routing and a typical valve head and lateral layout for a major turf area and a major groundcover and shrub area. The plan will also show the proposed static and operating pressure and the gallons per minute required for the system.
7. Planting Plan showing the turf, ground cover areas and tree layout. Note the groundcover areas will be shown with symbols; no detailed planting is required. In addition on the plan provide a proposed planting list with the plant material subdivided by type, e.g. coniferous trees, shrubs, groundcovers, etc.
8. A complete list of proposed details. The list will denote special details to be developed by the CLA.
9. Catalog cuts for all major elements and equipment proposed for the project.
10. A detailed outline of the special provisions.
11. A 35% complete level estimate of probable construction cost.

Deliverables:

4 full size sets of prints (24"x36") and 4 sets of 8-1/2"x11" documents.

Task 3 Design Development Review Meeting

General:

The CLAPM will attend a Design Development Package Review meeting with the CPM at Sacramento City Hall. The CPM will provide comments and direction based on the submittals. Upon receipt of the deliverables for this task the CPM will send an email authorizing the CLAPM to proceed to the next task

Deliverables:

12. Within one week the CLA will deliver the following to the City:

- a. Design Development Review meeting notes describing major discussions, decisions and action items .
- b. Updated Project Schedule in Microsoft Project format.

75% Complete Construction Documents

Task 4 Prepare and Submit 75% Complete Construction Document Package

General:

Based on the comment and direction received in the Design Development Review meeting, the CLA will prepare a 75% complete set of construction documents for review by the City. The set shall be prepared in AutoCad and Microsoft Word and shall include but not be limited to the following:

13. Cover Sheet. The cover sheet shall be in the City format. An example will be provided to the CLA.
14. Existing Conditions and Demolition Plan. This plan will depict all of the existing site elements to be preserved or demolished. In addition it will contain an Existing Conditions and Demolition Legend, Existing Conditions and Demolition Standard Notes, Existing Conditions and Demolition Key Notes, Erosion Control Legend, and Erosion Control Key Notes.
15. Storm Water Pollution Prevention Plan. The CLA is responsible for preparing all necessary documents required to obtain clearance for construction under the National Pollutant Discharge Elimination system (NPDES) General Permit. The City is responsible for submitting the documents, initiating, maintaining and closing out processes required by the NPDES General Permit.
16. Layout Plan showing the exact location of all elements. Layout Standard Notes, Layout Key Notes, Equipment Key Notes, Layout Legend and detail callouts. The layout plan shall show the datum information and significant northings and eastings for the work.
17. Enlargement Plans as required to effectively communicate the design detail. The Enlargement Plans shall contain appropriate legends, notes, and schedules.
18. Grading and Drainage Plan showing with additional spot elevations and contours. This plan shall also show additional drain inlets and catch basin locations and associated drain line configuration and sizing. The plan will contain the appropriate notes and legends. In addition, the cut and fill calculations shall be updated.

19. Utilities Plan showing utilities design.
20. Electrical Plan showing electrical and lighting design.
21. Irrigation Plan showing proposed point of connection, backflow prevention device, booster pump, mainline routing and sizing, valve head and lateral layout all proposed valves. In addition a minimum of two valves and associated lateral line of each zone type shall be sized. The plan will show the proposed static and operating pressure and the gallons per minute required for the system. The plan will contain the irrigation legend, irrigation standard notes, irrigation key notes and water calculations required by City Code.
22. Planting Plan showing the turf, ground cover areas and tree layout. Proposed groundcover types, shrub groupings and types as well as tree types will be called out on the plan. In addition the plan will contain the planting legend, planting standard notes, planting call out notes, and shade calculations if required.
23. Detail Sheets
24. Contract Specifications.
25. A 75% complete level estimate of probable construction cost.

Deliverables:

8 full size sets of prints (24"x36") and 4 sets of 8-1/2"x11" documents.

Task 5 75% Construction Documents Complete Review Meeting

General:

The CLAPM will attend a 75% construction documents complete review meeting with the CPM at Sacramento City Hall. The CPM will provide comment and direction based on the submittals. Upon receipt of the deliverables for this task the CPM will send an email authorizing the CLA to proceed to the next task

Deliverables:

26. Within one week the CLA will deliver the following to the City:
 - c. 75% Construction Documents Complete Review meeting notes describing major discussions, decisions and action items.

- a. Updated Project Schedule in Microsoft Project format.

100% Complete Construction Documents

Task 6 Prepare and Submit 100% Complete Construction Document Package

General:

Based on the comment and direction received in the 75% Complete Review Meeting, the (CLA) will prepare a 100% complete set of construction documents for review by the City. The set shall be prepared in AutoCad and Microsoft Word and shall include but not be limited to the following:

27. Cover Sheet. The cover sheet shall be in the City format. An example will be provided to the CLA.
28. Existing Conditions and Demolition Plan. This plan will depict all of the existing site elements to be preserved or demolished. In addition it will contain a Existing Conditions and Demolition Legend, Existing Conditions and Demolition Standard Notes, Existing Conditions and Demolition Key Notes, Erosion Control Legend, and Erosion Control Key Notes.
29. Storm Water Pollution Prevention Plan. The CLA is responsible for preparing all necessary documents required to obtain clearance for construction under the National Pollutant Discharge Elimination system (NPDES) General Permit. The City is responsible for submitting the documents, initiating, maintaining and closing out processes required by the NPDES General Permit.
30. Layout Plan showing the exact location of all elements. Layout Standard Notes, Layout Key Notes, Equipment Key Notes, Layout Legend and detail callouts. The layout plan shall show the datum information and significant northings and eastings for the work.
31. Enlargement Plans as required to effectively communicate the design detail. The enlargement plans shall contain appropriate legend and notes schedules.
32. Grading and Drainage Plan showing additional spot elevations and contours to bring the grading and drainage plan to a 100% complete Level. This plan shall also show additional drain inlets and catch basin locations and associated drain line configuration and sizing. The plan will contain the appropriate notes and legends. In addition the cut and fill calculations shall be updated.
33. Utilities Plan showing utilities design.
34. Electrical Plan showing electrical and lighting.

35. Irrigation Plan showing proposed point of connection, backflow prevention device, booster pump, mainline routing and sizing, valve head and lateral layout all proposed valves. In addition a valve and lateral line of each zone type shall be sized. The plan will show the proposed static and operating pressure and the gallons per minute required for the system. The plan will contain the irrigation legend, irrigation standard notes, irrigation key notes and water calculations required by City Code.
36. Detail sheets
37. Contract Specifications 100% complete
38. A 100% complete level estimate of probable construction cost.
39. Identification of proposed additive alternates and if required, proposed phasing plan.

Deliverables:

4 full size sets of prints (24"x36") and 4 sets of 8-1/2"x11" documents.

Task 7 100% Construction Documents Complete Review Meeting

General:

The CLA will attend a 100% construction documents complete review meeting with the CPM at Sacramento City Hall. The CPM will provide comment and direction based on the submittals. Upon receipt of the deliverables for this task the CPM will send an email authorizing the CLAPM to proceed to the next task

Deliverables:

40. Within one week the CLA will deliver the following to the City:
 - a. 100% Construction Documents Complete Review meeting notes describing major discussions decisions and action items.
 - b. Updated Project Schedule in Microsoft Project format.
 - c. Original mylars stamped and signed by the appropriate CLA design professionals.

Task 8 100% Corrections and Building Permit Submittal Sets

41. The CLA will make corrections to the 100% Construction Documents and 100% complete estimate of probable construction cost as directed by the City.
42. The CLA will provide the City with one set of stamped and signed originals. Each sheet will contain a note provided by the City identifying the plans as "For Building Permit Review Only"
43. The City will process the building permit and pay all necessary fees.
44. CLA will provide the City with corrected sheets as required by the Building Department. Once all corrections are achieved, CLA will provide the City with one complete set of stamped and signed originals for use in bidding the project.

Deliverables

1. See task descriptions above.

Bidding and Contract Award

Task 9 Assistance with Bidding and Contract Award

45. The CLA shall allow for a maximum of 6 hours of CLAPM time to assist the City in answering bid questions, reviewing the bids, and attending one meeting at City hall to determine award of additive alternates, if any.

Construction Administration

Task 10 Assistance with Construction Administration

46. The CLAPM will attend a maximum of fifteen meetings including but not limited to the following:
 - a. Pre-Job Conference (one meeting)
 - b. Construction Staking Review (one meeting)
 - c. Site Grading Review (one meeting)
 - d. Hardscape Layout including play area configuration (two meetings)

- e. Irrigation mainline pressure test (one meeting)
- f. Irrigation coverage test (one meeting)
- g. Soil preparation acceptance (one meeting)
- h. Plant material layout (two meetings)
- i. Substantial completion review (one meeting)
- j. Final acceptance (one meeting)

Expansion of Existing Tasks

Task 11 Expansion of Existing Tasks

47. During the course of the project the City may request the expansion of an existing task in the scope of work. This request will be presented in writing. The CLA will prepare a fee and schedule change proposal based on the written request. The proposed fee will be based on the CLA fee schedule accepted for this work and the schedule change, if any, will be based on the latest project schedule accepted by the City. If the City finds the change acceptable, the SLA will provide the CLA with a signed written notice. The fee for the expanded work will be charged against the amount included in the fee summary for Task 11. It is understood and agreed by the CLA that no services at all may be requested by the City under this task and that any payment for said services shall not exceed the total amount described in the written notice signed by the SLA or the total amount described in the fee summary for Task 11.
48. If additional services are required beyond the scope and fee of Task 11 they shall be handled as described in the Professional Services Agreement for this project.

Fees and Expenses

The CLA will prepare a fee proposal in the following format:

DESIGN DEVELOPMENT (Construction Documents 35% Complete)

Lump Sum: Task 1 Start-Up Meeting including deliverables.

Lump Sum: Task 2 Design Development Package including deliverables.

Lump Sum: Task 3 Design Development Review Meeting including deliverables.

75% Complete Construction Documents

Lump Sum: Task 4 Prepare and Submit 75% Complete Construction Document Package including deliverables.

Lump Sum: Task 5 75% Construction Documents Complete Review Meeting including deliverables.

100% Complete Construction Documents

Lump Sum: Task 6 Prepare and Submit 100% Complete Construction Document Package including deliverables.

Lump Sum: Task 7 100% Construction Documents Complete Review Meeting including deliverables.

Lump Sum: Task 8 100% Corrections and Building Permit Submittal Sets including deliverables.

Bidding and Contract Award

Lump Sum: Task 9 Assistance with Bidding and Contract Award.

Construction Administration

Not to Exceed: Task 10 Assistance with Construction Administration including travel and other expenses.

Expansion of Existing Tasks

Budget (amount as authorized in writing by SLA): Task 11 Expansion of Additional Tasks

Summary of Fees for Tasks 1 through 11

Not to Exceed: Total for Tasks 1 through 11

Additional Services

The CLA shall include a fee schedule that will remain in effect for the entire length of the project. If additional services are required, upon request from the City, the CLA will provide a scope and cost breakdown in a format acceptable to the City. The CLA shall not commence work on additional services without written authorization to proceed from the City.

**LANDSCAPE ARCHITECTURE SCOPE OF SERVICES FOR PARK
DESIGN DEVELOPMENT, CONSTRUCTION DOCUMENT PREPARATION
AND CONSTRUCTION ADMINISTRATION SUPPORT**

Project: Wild Rose Park Development L19187001

Date: 10/24/2012

GENERAL

The following scope of work describes the significant tasks involved in providing the City of Sacramento Parks and Recreation Department (City) for a fee proposal for the project referenced above.

The Consultant Landscape Architect (CLA) shall assign a Project Manager (CLAPM) for the duration of the project. The CLAPM shall be approved by the Park Planning and Development Services (PPDS) Supervising Landscape Architect (SLA). The CLAPM shall not be changed without written permission from the SLA.

Note: All formats shall conform to the latest PPDS standards and guidelines. The City will provide the latest standards and guidelines for each project.

PROJECT PROGRAM, SITE SPECIFICS and CONSTRUCTION BUDGET

Program:

The general project program is as described in the Master Plan adopted by the City Council on 2/17/2009. The following list of program elements is general in nature. Specifics such as materials, colors configurations etc. will be determined during the design development phase of the work:

1. Utilities required for park elements including but not limited to domestic water, irrigation water, sewer, storm drainage system, electrical, etc.
2. Site furniture including but not limited to drinking fountains, benches, picnic tables, trash receptacles, barbecues, etc. (quantities, types, and styles to be determined).
3. Solar powered security cameras (exact number to be determined by City)
4. Irrigation system including but not limited to water meter, backflow prevention device, booster pump, controller, valves, heads, and lines (system element types, models, and manufacturers to be approved by the City).
5. Trees, shrubs, and ground covers (types, sizes, and spacing to be approved by the City).
6. 1-Pre-fabricated restroom (2 single stalls with storage area).

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 [check one]

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 completed by June 15, 2014.

EXHIBIT B

PROFESSIONAL SERVICES AGREEMENT FOR DESIGN PROFESSIONALS

FEE SCHEDULE/MANNER OF PAYMENT

1. **CONTRACTOR's Compensation.** The total of all fees paid to the CONTRACTOR for the performance of all services set forth in Exhibit A, including normal revisions (hereafter the "Services"), and for all authorized Reimbursable Expenses, shall not exceed the total sum of One Hundred Seventy Two Thousand Eight Hundred Twenty Dollars and No Cents (\$172,820.00).
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 below.
 - D. Requests for payment shall be sent to:

City of Sacramento Parks and Recreation Department
915 I Street 5th Floor, Sacramento, CA 95814
Phone: 916-808-1949 / Fax: 916-808-8266
Attn: C. Gary Hyden, Supervising Landscape Architect

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

The HLA Group

Landscape Architects and Planners

1050 Twentieth Street, Suite 200. Sacramento California CA 95811

T: 916-447-4700 F: 916-447-8270

Wild Rose Park

City of Sacramento

Department of Parks & Recreation

October 8, 2012

| | | |
|----------|--|---------------------------|
| Task 1.0 | Design Development Start-Up Meeting | |
| | Landscape Architect | \$ 1,180.00 |
| | Civil Engineer | \$ 460.00 |
| | Deliverables | \$ 100.00 |
| | <u>Lump Sum Fee for Task 1.0:</u> | <u>\$1,740.00</u> |
| Task 2.0 | Design Development Package | |
| | Landscape Architect | \$ 23,425.00 |
| | Civil Engineer | \$ 5,860.00 |
| | Electrical Engineer | \$ 1,500.00 |
| | Deliverables | \$ 1,500.00 |
| | <u>Lump Sum Fee for Task 2.0:</u> | <u>\$32,285.00</u> |
| Task 3.0 | Design Development Review Meeting | |
| | Landscape Architect | \$ 900.00 |
| | Deliverables | \$ 100.00 |
| | <u>Lump Sum Fee for Task 3.0:</u> | <u>1,000.00</u> |
| Task 4.0 | 75% Construction Document Package | |
| | Landscape Architect | \$ 38,585.00 |
| | Civil Engineer | \$19,000.00 |
| | Electrical Engineer | \$ 3,000.00 |
| | Deliverables | \$ 4,000.00 |
| | <u>Lump Sum Fee for Task 4.0:</u> | <u>\$64,585.00</u> |
| Task 5.0 | 75% Construction Document Review Meeting | |
| | Landscape Architect | \$ 900.00 |
| | Deliverables | \$ 100.00 |
| | <u>Lump Sum Fee for Task 5.0:</u> | <u>\$1,000.00</u> |
| Task 6.0 | 100% Construction Document Package | |
| | Landscape Architect | \$ 17,420.00 |
| | Civil Engineer | \$ 6,220.00 |
| | Electrical Engineer | \$ 1,000.00 |
| | Structural Engineer | \$ 1,000.00 |

| | | |
|-----------|---|----------------------------|
| | SWPPP | \$ 3,000.00 |
| | Deliverables (includes pre-fab bldg. plans by manuf.) | \$ 8,000.00 |
| | <u>Lump Sum Fee for Task 6.0:</u> | <u>\$36,640.00</u> |
| Task 7.0 | 100% Construction Document Review Meeting | |
| | Landscape Architect | \$ 900.00 |
| | Deliverables | \$ 600.00 |
| | <u>Lump Sum Fee for Task 7.0:</u> | <u>\$1,500.00</u> |
| Task 8.0 | 100% Corrections & Building Permit Submittal | |
| | Landscape Architect | \$ 2,560.00 |
| | Deliverables | \$ 1,000.00 |
| | <u>Lump Sum Fee for Task 8.0:</u> | <u>\$3,560.00</u> |
| Task 9.0 | Bidding Assistance | |
| | Landscape Architect | \$ 780.00 |
| | Civil Engineer | \$ 270.00 |
| | <u>Lump Sum Fee for Task 9.0:</u> | <u>\$1,050.00</u> |
| Task 10.0 | Construction Administration Assistance | |
| | Landscape Architect | \$ 10,460.00 |
| | Electrical Engineer | \$ 500.00 |
| | Deliverables | \$ 500.00 |
| | <u>Lump Sum Fee for Task 10.0:</u> | <u>\$11,460.00</u> |
| Task 11.0 | Expansion of Existing Tasks | |
| | Landscape Architect | \$ 18,000.00 |
| | <u>Lump Sum Fee for Task 11.0:</u> | <u>\$18,000.00</u> |
| | <u>Total Lump Sum Not to Exceed Fee:</u> | <u>\$172,820.00</u> |

Hourly Rates

The HLA Group

| | | |
|---|-------|-----|
| Principal Landscape Architect | \$165 | |
| Senior Associate Community Development | | 160 |
| Senior Associate Landscape Architect | 130 | |
| Associate Landscape Architect | 110 | |
| Project Landscape Architect/Project Manager | 95 | |
| Job Captain | 80 | |
| Senior Landscape Designer | 70 | |
| Landscape Designer | 60 | |
| Project Planner | 100 | |
| Assistant Planner | 65 | |
| Information Systems Manager | 90 | |
| Information Systems Assistant/Graphic Support | 60 | |
| Support Staff | 40 | |

Mark Thomas & Co

| | | |
|-------------------------|-------|--|
| Engineering Manager | \$230 | |
| Senior Project Engineer | 165 | |
| Senior Design Engineer | 135 | |
| CADD Technician | 85 | |
| Administration Staff | 73 | |

Interface Engineering

| | | |
|-----------------------------------|-------|--|
| Principal | \$190 | |
| Associate Principal | 155 | |
| Associate | 140 | |
| Senior Engineer/Senior Designer | 130 | |
| Project Engineer/Project Designer | 120 | |
| Designer – Level II | 100 | |
| Designer – Level I | 80 | |
| Drafter – Level II | 80 | |

| | |
|----------------------|----|
| Drafter – Level I | 65 |
| Administration Staff | 60 |

Michael Crawford Structural Engineering

| | |
|-----------|-------|
| Principal | \$140 |
|-----------|-------|

EXHIBIT D

PROFESSIONAL SERVICES AGREEMENT FOR DESIGN PROFESSIONALS

GENERAL PROVISIONS

1. **Independent Contractor.**

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

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

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

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

7. CONTRACTOR Information.

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

notice provided by CITY and/or to enter into an agreement with CITY, in accordance with the provisions of subsection C, above, shall constitute a complete waiver by CONTRACTOR of any rights regarding the information designated "trade secret" by CONTRACTOR, and such information shall be disclosed by CITY pursuant to applicable procedures required by the Public Records Act.

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

9. Term; Suspension; Termination.

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

by CONTRACTOR. The foregoing is cumulative and does not affect any right or remedy that CITY may have in law or equity.

10. Indemnity.

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

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

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

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

A. Minimum Scope & Limits of Insurance Coverage

- (1) Commercial General Liability Insurance, providing coverage at least as broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less

than one million dollars (\$1,000,000) per occurrence. The policy shall provide contractual liability and products and completed operations coverage for the term of the policy.

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

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

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

- (3) Workers' Compensation Insurance with statutory limits, and Employers' Liability Insurance with limits of not less than one million dollars (\$1,000,000). The Worker's Compensation policy shall include a waiver of subrogation for contracts involving construction or maintenance, or if required by the CITY by selecting the option below:

_____ Workers' Compensation waiver of subrogation in favor of the City is required for all work performed by the CONTRACTOR.

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

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

- (4) Professional Liability Insurance providing coverage on a claims made basis for errors, omissions or malpractice with limits of not less than one million (\$1,000,000) dollars if required by the CITY under Exhibit A, Section 2.

B. Additional Insured Coverage

- (1) Commercial General Liability Insurance: The CITY, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects general liability arising out of activities performed by or on behalf of CONTRACTOR, products and completed operations of CONTRACTOR, and premises owned, leased or used by CONTRACTOR. The general liability additional insured endorsement must be signed by an authorized representative of the insurance carrier for contracts involving construction or maintenance, or if required by the CITY by selecting the option below:

_____ Additional insured endorsement must be signed by an authorized representative of the insurance carrier.

If the policy includes a blanket additional insured endorsement or contractual additional insured coverage, the above signature requirement may be fulfilled by submitting that document with a signed declaration page referencing the blanket endorsement or policy form.

- (2) Automobile Liability Insurance: The CITY, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects auto liability.

C. Other Insurance Provisions

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

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

D. Acceptability of Insurance

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

E. Verification of Coverage

- (1) CONTRACTOR shall furnish CITY with certificates and required endorsements evidencing the insurance required. The certificates and endorsements shall be forwarded to the CITY representative named in Exhibit A. Copies of policies shall be delivered to the CITY on demand. Certificates of insurance shall be signed by an authorized representative of the insurance carrier.
- (2) The CITY may withdraw its offer of contract or cancel this Agreement if the certificates of insurance and endorsements required have not been provided

prior to execution of this Agreement. The CITY may withhold payments to CONTRACTOR and/or cancel the Agreement if the insurance is canceled or CONTRACTOR otherwise ceases to be insured as required herein.

F. Subcontractors

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

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

- A. Compliance With Regulations: CONTRACTOR shall comply with the Executive Order 11246 entitled "Equal Opportunity in Federal Employment", as amended by Executive Order 11375 and 12086, and as supplemented in Department of Labor regulations (41 CFR Chapter 60), hereinafter collectively referred to as the "Regulations".
- B. Nondiscrimination: CONTRACTOR, with regards to the work performed by it after award and prior to completion of the work pursuant to this Agreement, shall not discriminate on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation in selection and retention of subcontractors, including procurement of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in discrimination prohibited by the Regulations.
- C. Solicitations for Subcontractors, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by CONTRACTOR for work to be performed under any subcontract, including all procurement of materials or equipment, each potential subcontractor or supplier shall be notified by CONTRACTOR of CONTRACTOR's obligation under this Agreement and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation.
- D. Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or by any orders or instructions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the CITY to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the CITY, and shall set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of noncompliance by CONTRACTOR with the nondiscrimination provisions of this Agreement, the CITY shall impose such sanctions as it may determine to be appropriate including, but not limited to:
 - (1) Withholding of payments to CONTRACTOR under this Agreement until CONTRACTOR complies;

(2) Cancellation, termination, or suspension of the Agreement, in whole or in part.

F. Incorporation of Provisions: CONTRACTOR shall include the provisions of subsections A through E, above, in every subcontract, including procurement of materials and leases of equipment, unless exempted by the Regulations, or by any order or instructions issued pursuant thereto. CONTRACTOR shall take such action with respect to any subcontract or procurement as the CITY may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, CONTRACTOR may request CITY to enter such litigation to protect the interests of CITY.

13. **Entire Agreement.** This document, including all Exhibits, contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Agreement. No alteration to the terms of this Agreement shall be valid unless approved in writing by CONTRACTOR, and by CITY, in accordance with applicable provisions of the Sacramento City Code.
14. **Severability.** If any portion of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.
15. **Waiver.** Neither CITY acceptance of, or payment for, any Service or Additional Service performed by CONTRACTOR, nor any waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.
16. **Enforcement of Agreement.** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court or Federal District Court located in Sacramento County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.
17. **Assignment Prohibited.** The expertise and experience of CONTRACTOR are material considerations for this Agreement. CITY has a strong interest in the qualifications and capability of the persons and entities 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
5730 24th Street, Bldg. 1
Sacramento, CA 95822

- Bring an action in the appropriate division of the Superior Court of the State of California against the Employer and obtain the following remedies:
 - Reinstatement, injunctive relief, compensatory damages and punitive damages
 - Reasonable attorney's fees and costs

Attachment B



YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

If your employer provides employee benefits, they must be provided to those employees working on a City of Sacramento contract without discriminating between employees with spouses and employees with domestic partners.

The included employee benefits are:

- Bereavement leave
- Disability, life and other types of insurance
- Family medical leave
- Health benefits
- Membership or membership discounts
- Moving expenses
- Pension and retirement benefits
- Vacation
- Travel benefits
- Any other benefits given to employees

If you feel you have been discriminated against by your employer . . .

You May . . .

- Submit a written complaint to the City of Sacramento, Contract Services Unit, containing the details of the alleged violation. The address is:

City of Sacramento
Procurement Services Division
5730 24th Street, Bldg. 1
Sacramento, CA 95822
- Bring an action in the appropriate division of the Superior Court of the State of California against the employer and obtain reinstatement, injunctive relief, compensatory damages, punitive damages and reasonable attorney's fees and costs.

Discrimination and Retaliation Prohibited.

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

You May Also . . .

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/26/2012

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

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

| | | | |
|---|-------------------------------|--|----------------|
| PRODUCER LIC #OE67768 IOA Insurance Services 3875 Hopyard Road, Ste. 240 Pleasanton, CA 94588 Reno Caldwell | 1-925-660-3513 | CONTACT NAME: Marie Benjamin PHONE (A/C, No, Ext): (925) 416-7862 E-MAIL ADDRESS: marie.benjamin@ioausa.com PRODUCER CUSTOMER ID #: | FAX (A/C, No): |
| INSURED The HLA Group Landscape Architects & Planners, Inc. 1050 20th Street Suite 200 Sacramento, CA 95811 | INSURER(S) AFFORDING COVERAGE | | NAIC # |
| | INSURER A: RLI INS CO | | 13056 |
| | INSURER B: BEAZLEY INS CO INC | | 37540 |
| | INSURER C: | | |
| | INSURER D: | | |
| | INSURER E: | | |
| | INSURER F: | | |

COVERAGES CERTIFICATE NUMBER: 29875009 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 SUBR INSR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|--------------------|---------------|-------------------------|-------------------------|--|
| A | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | PSB0003044 | 07/01/12 | 07/01/13 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$ |
| A | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | | PSB0003044 | 07/01/12 | 07/01/13 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$ |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$ | | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A | | PSW0001192 | 09/01/12 | 09/01/13 | <input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| B | Professional Liability | | V15WR8110301 | 10/30/11 | 10/30/12 | Annual Aggregate 2,000,000 |
| B | Professional Liability | | V15WR8110301 | 10/30/11 | 10/30/12 | Per Claim 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
All operations of the Named Insured including project referenced below, if any.
Re: Wild Rose Park PSA
General Liability: See Additional Insured Endorsement attached. Coverage is Primary & Non-Contributory.
Auto Liability: See Designated Insured Endorsement attached.
General Liability & Auto Liability Additional Insured: City of Sacramento, its officials, employees and volunteers
Workers' Compensation: See Waiver of Subrogation Endorsement attached.
Thirty (30) days notice of cancellation applies to the certificate holder.

| | |
|--|---|
| CERTIFICATE HOLDER City of Sacramento, its officials, employees and volunteers Attn: C. Gary Hyden, Supervising Department of Parks and Recreation 915 I Street, 5th Floor Sacramento, CA 95814 USA | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE |
|--|---|

Policy No: PSB0003044
Insured: The HLA Group

Landscape Architects & Planners, Inc.

COMMERCIAL AUTO

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement:

This endorsement identifies person(s) or organization (s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

SCHEDULE

Name of Person(s) or Organization(s):

City of Sacramento,
its officials, employees and volunteers
Department of Parks and Recreation
915 I Street, 5th Floor
Sacramento, CA 95814

USA

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in SECTION II of the Coverage Form.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy Number: PSB0003044
Named Insured: The HLA Group
Landscape Architects & Planners, Inc.

RLI Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RLIPack[®] FOR DESIGN PROFESSIONALS BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM - SECTION II - LIABILITY

1. **C. WHO IS AN INSURED** is amended to include as an additional insured any person or organization that you agree in a contract or agreement requiring insurance to include as an additional insured on this policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by you or those acting on your behalf:

- a. In the performance of your ongoing operations;
- b. In connection with premises owned by or rented to you; or
- c. In connection with "your work" and included within the "product-completed operations hazard".

2. The insurance provided to the additional insured by this endorsement is limited as follows:

- a. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this policy.
- b. This insurance does not apply to the rendering of or failure to render any "professional services".
- c. This endorsement does not increase any of the limits of insurance stated in **D. Liability And Medical Expenses Limits of Insurance**.

3. The following is added to **SECTION III H.2. Other Insurance - COMMON POLICY CONDITIONS (BUT APPLICABLE ONLY TO SECTION II - LIABILITY)**

However, if you specifically agree in a contract or agreement that the insurance provided to an

additional insured under this policy must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that:

- a. The "bodily injury" or "property damage" for which coverage is sought occurs after you have entered into that contract or agreement; or
- b. The "personal and advertising injury" for which coverage is sought arises out of an offense committed after you have entered into that contract or agreement.

4. The following is added to **SECTION III K. 2. Transfer of Rights of Recovery Against Others to Us - COMMON POLICY CONDITIONS (BUT APPLICABLE TO ONLY TO SECTION II - LIABILITY)**

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" arising out of "your work" performed by you, or on your behalf, under a contract or agreement with that person or organization. We waive these rights only where you have agreed to do so as part of a contract or agreement with such person or organization entered into by you before the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA

This endorsement changes the policy to which it is attached effective on inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective 12:01 AM 09/01/12 forms a part of Policy No. PSW0001192

Issued to: The HLA Group
Landscape Architects & Planners, Inc.

By: RLI INS CO

Premium: INCL

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

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 5% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization

City of Sacramento,
its officials, employees and volunteers
Attn: C. Gary Hyden, Supervising
Department of Parks and Recreation
915 I Street, 5th Floor
Sacramento, CA 95814

Job Description

All Operations of the Named Insured.
Re: Wild Rose Park PSA

WC 04 03 06
(Ed. 4-84)

Countersigned by



Authorized Representative

