

**Meeting Date:** 2/2/2016

**Report Type:** Consent

**Report ID:** 2016-00015

**Title: Agreement: Fire Station 14, Architectural and Engineering Services**

**Location:** 1400 North B Street, District 3

**Recommendation:** Pass a Motion authorizing the City Manager or the City Manager's designee to execute a professional services agreement with Brown Reynolds Watford Architects, Inc. for the architectural and engineering design services for Fire Station 14 in an amount not to exceed \$363,982.

**Contact:** Amy Smith, Associate Architect, (916) 808-2262; Jon Blank, Facilities Manager, (916) 808-7914, Department of Public Works

**Presenter:** None

**Department:** Public Works Department

**Division:** Architecture & Engineering

**Dept ID:** 15004541

**Attachments:**

1-Description/Analysis

2-Agreement

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**City Attorney Review**

Approved as to Form  
Sari Myers Dierking  
1/26/2016 3:14:39 PM

**Approvals/Acknowledgements**

Department Director or Designee: Jerry Way - 1/14/2016 4:26:54 PM

## Description/Analysis

**Issue Detail:** Fire Station 14 is past its useful life and is in need of replacement. A new location has been proposed on a vacant lot on North B Street. The proposed station is approximately 8,500 square feet, with three apparatus bays, and accommodations for eight fire personnel.

**Policy Considerations:** The recommendation in this report is in accordance with the provisions of City Code Chapter 3.64.

**Economic Impacts:** None.

### Environmental Considerations:

**California Environmental Quality Act (CEQA):** In accordance with Section 15061(b)(3) of the CEQA Guidelines, no environmental review is necessary because the recommendation in this report involves architectural and engineering design services, which can be seen with certainty to have no significant effect on the environment. Additional environmental review will be required prior to beginning construction of the project, and will be presented to City Council at the time of construction contract award.

**Sustainability:** Fire Station 14 will be designed and certified with a Leadership in Energy and Environmental Design (LEED) Silver rating.

**Commission/Committee Action:** None.

**Rationale for Recommendation:** On September 22, 2015, the Department of Public Works issued Request for Proposal (RFP) No. P16014541007 for architectural and engineering design services for replacement Fire Station 14. The RFP required a technical proposal and a sealed fee proposal from all respondents. Qualified responses were received from: Lionakis; WLC Architects, Inc.; K12 Architects; Indigo Hammond+Playle Architects, LLP; Brown Reynolds Watford Architects, Inc.; Jeff Katz Architecture; and BCA Architects.

A selection committee comprised of staff from the Department of Public Works and the Sacramento Fire Department selected Brown Reynolds Watford Architects, Inc. as the most qualified and responsive firm. Design work is anticipated to begin in February 2016, and construction is anticipated to begin in November 2016.

**Financial Considerations:** Sufficient funding exists in the Fire Station Replacement Program capital improvement project (General Fund, Fund 1001) to execute the recommended professional services agreement with Brown Reynolds Watford Architects, Inc. for architectural and engineering design services in an amount not to exceed \$357,540.

**Local Business Enterprise (LBE):** Brown Reynolds Watford Architects, Inc. is not an LBE, but has partnered with HLA Group, Inc. and Terracon Consultants, Inc. to exceed the minimum LBE participation requirement. HLA Group, Inc. will provide landscape architecture services. Terracon Consultants, Inc. will provide geotechnical testing and report services.



Requires Council Approval:  No  YES Meeting: 2-2-16

Real Estate  Other Party Signature Needed  Recording Requested

General Information

Form with fields: Type: Professional Services, PO Type, Attachment: Original No., Original Doc Number, \$ Not to Exceed: \$ 357,540.00, Other Party: Brown Reynolds Watford Architects, Project Name: FIRE STATION 14, Deed: None/Included/Separate, Project Number: F130000810, Bid Transaction #: P16014541007, LBE: 5%

Department Information

Department: PUBLIC WORKS Division: A&E
Project Mgr: Amy Smith Supervisor:
Contract Services: Tim Hopper Date: 12-11-15 Division Mgr: Jon Blank
PM Phone Number: 808-2262 Org Number: 15004541

Comment:

Review and Signature Routing

Signature routing table with columns: Department, Signature/Initial, Date. Includes Project Mgr (Amy Smith), Contract Services (T. HOPPER), Supervisor, and Division Manager.

City Attorney section with fields for Signature or Initial and Date. City Attorney: SARI DIERKING, Date: 1/13/16

Call Tim Hopper x8173 (checked) Notify for Pick Up (unchecked)

Authorization section with fields for Signature and Date. JERRY WAY, Department Director. City Mgr: yes (checked) No (unchecked)

Contract Cover/Routing Form: Must Accompany ALL Contracts; however, is not part of the contract. (01-01-09)

For City Clerk Processing box containing fields for Finalized (Initial, Date), Imaged (Initial, Date), and Received (City Clerk Stamp Here)

PROJECT #: F130000810  
PROJECT NAME: FIRE STATION 14  
DEPARTMENT: PUBLIC WORKS  
DIVISION: ARCHITECTURE & ENGINEERING

CITY OF SACRAMENTO

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

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

**BROWN REYNOLDS WATFORD ARCHITECTS  
1620 MONTGOMERY STREET, SUITE 320  
SAN FRANCISCO, CA 94111  
Phone: (415) 749-2670**

("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

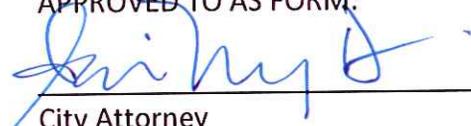
By: \_\_\_\_\_

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:**

BROWN REYNOLDS WATFORD ARCHITECTS, INC.

NAME OF FIRM

75-2651406

Federal I.D. No.

State I.D. No.

1023546

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

VICE PRESIDENT / SECRETARY

Print Name and Title

MARK E. WATFORD

Additional Signature (*if required*)

Print Name and Title

**DECLARATION OF COMPLIANCE  
Equal Benefits Ordinance**

Name of Contractor: BROWN REYNOLDS WATFORD ARCHITECTS

Address: 16200 MONTGOMERY STREET, SUITE 320, SAN FRANCISCO, CA 94111

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.

Mark E. Watford  
Signature of Authorized Representative

12/21/15  
Date

MARK E. WATFORD  
Print Name

VICE PRESIDENT / SECRETARY  
Title

**EXHIBIT A**

**PROFESSIONAL SERVICES AGREEMENT FOR DESIGN PROFESSIONALS**

**SCOPE OF SERVICES**

**1. Representatives.**

The CITY Representative for this Agreement is:

**AMY SMITH, ASSOCIATE ARCHITECT  
5730 24<sup>TH</sup> STREET, BUILDING 4  
SACRAMENTO, CA 95814-2604  
Phone: (916) 808-2262/E-mail: ASmith@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:

**F. CHRISTOPHER FORD, AIA  
BROWN REYNOLDS WATFORD ARCHITECTS  
1620 MONTGOMERY STREET, SUITE 320  
SAN FRANCISCO, CA 94111  
Phone: (415) 749-2670/ Email: CFORD@BRWARCH.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. Insurance.** Insurance requirements are specified in Exhibit D, Section 11.

**3. Conflict of Interest Requirements.**

**A. Generally.** Under the California Political Reform Act, Government Code §§ 81000 et seq., designated employees of the CITY are required to comply with the CITY's Conflict of Interest Code. The term "designated employees" is a term of art and includes individuals who are working for contractors who are providing services or performing work for the CITY and who are considered to be "consultants" under the Political Reform Act. The term "consultant" generally includes individuals who make, or participate in making, governmental decisions or who serve in a staff capacity.

Individuals who perform work that is solely clerical, ministerial, manual or secretarial are not "consultants."

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

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

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

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

B. **Conflict of Interest Statements.** The individual(s) who will provide services or perform work pursuant to this Agreement are "consultants" within the meaning of the Political Reform Act and the CITY's Conflict of Interest Code:  yes  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 provided during the period, or in accordance with the schedule, set forth in the scope of services. Completion date is October 31, 2016.

### **I. Schedule Baseline**

City Council Approval	January 2016
Notice to Proceed	February 2016
Programming and Design	February 2016 through August 2016
Bidding	September/October 2016
Construction	November 2016 through October 2017

### **II. Scope of Services**

1. Architectural and engineering services including, structural, mechanical, plumbing, electrical, fire protection, security, data, and traffic for the complete design of the Fire Station for permitting, and bidding.
2. Civil Engineering, including storm water management. *Note: Civil site base sheets and an ALTA survey will be provided by the City for use by Consultant in developing the site plans.*
3. Geotechnical Soils Investigation Report.
4. Project Programming, Schematic Design, Design Development, Construction Documents including plans, calculations and specifications for a complete fire station.
5. Off-site plans (utility taps, site access and street improvements).
6. Signal Design Concept Report prepared by a Traffic Engineer and complete traffic signal design drawings and specifications (signalization at North B Street/Ahern Street intersection).
7. Coordinate and obtain City building permit.
8. Erosion and Sediment Control Plan with Best Management Practices (storm water quality management & compliance)
9. Bidding Support
10. Leadership in Energy and Environmental Design (LEED) building certification.
11. Existing site demolition plans as required.
12. Estimating / value engineering
13. Plus additional supporting design and engineering services as recommended and necessary.
14. Construction Administration shall be addressed coinciding with the City's award of any general contract for the construction of the Project.

### **III. Project Description**

The project involves design services for a new fire station located at 1400 North B Street. The site location is currently a vacant lot.

The new fire station design will involve participation and coordination with multiple agencies, including Public Works, Fire, Planning and additional stakeholders. Coordination with all interested participants and stakeholders will begin in the early stages of programming, schematic design and continue through design, bidding and commissioning.

The project has limited funding. The design team will be required to develop alternatives and innovative solutions that will meet the program and operational needs of the fire station with a cost effective solution meeting all the stakeholders’ requirements within budget and schedule. The construction budget is limited to \$3.7 million plus fire station furniture, technology and construction escalation. This project must be constructed, commissioned, furnished and opened no later than November 1, 2017. Time is of the essence in completing all design and construction related activities on this project.

The consultant will be required during the first phase of the design services to develop options and alternatives for the project site, architectural program and budget. The consultant is responsible for developing value engineering alternatives throughout the project that meet functional and operational needs while conforming to all applicable industry guidelines and code requirements.

**IV. Project Team**

	<u>Firm</u>	<u>Representative</u>	<u>Service(s)</u>
1.	<u>BRW Architects</u>	<u>Chris Ford</u>	<u>Architecture / Project Management</u>
2.	<u>Cornerstone Engineering</u>	<u>Tom Swayze</u>	<u>Structural Engineering</u>
3.	<u>YEI Engineers</u>	<u>Patrick Mallillin</u>	<u>MEP Engineering</u>
4.	<u>SANDIS Engineering</u>	<u>Jeff Setera</u>	<u>Civil Engineering</u>
5.	<u>The HLA Group</u>	<u>Greg Hauser</u>	<u>Landscape Architecture</u>
6.	<u>Terracon Consultants</u>	<u>Gerry Lenehan</u>	<u>Geotechnical</u>
7.	<u>KW Engineering</u>	<u>Jonathan Schoenfeld</u>	<u>Energy Modeling / Commissioning</u>
8.	<u>TJKM Engineers</u>	<u>Chris Kinzell</u>	<u>Traffic / Signalization</u>
9.	_____	_____	_____
10.	_____	_____	_____

The Project Team shall include all firms listed above plus additional firms not listed but necessary to perform services as outlined in this agreement and jointly acceptable to both the City and Consultant. All firms listed above shall maintain fulltime offices with respective licensed professionals. Should any member of the Project Team fail to meet the requirements listed above the Consultant shall replace the firm with an alternative firm mutually acceptable to the Consultant and City at no additional cost to the City and without impacting the project schedule.

## **V. Project Phasing**

Consultant shall provide to the City the basic services described in the following phases for Fire Station 14. Professional services shall include professional quality architectural, structural, mechanical, plumbing, off-site and on-site electrical, civil and landscape design, interior design, lighting design, renewable resources design, energy efficiency design, life-cycle cost evaluations, LEED evaluation ranking, on-going maintenance considerations, operations design considerations, furniture, fixtures and equipment (FF&E), security and surveillance systems, support and coordination for communications and networking services, and additional services as required to address the scope of the project. The Project Construction Cost is set forth in Attachment 1 to Exhibit A, Article VII.

Basic services covered under this Agreement shall include, but are not limited to: public workshops, public information meetings and presentations, staff meetings, architectural program validation, value engineering, conceptual design, cost estimating, all services required to prepare the design, obtain reviews and approvals, coordination with other agencies and organizations, prepare documentation for bidding, and bid administration support.

### **A. Programming Phase**

Upon receipt of a written Notice to Proceed with the Programming Phase, the Consultant shall:

1. Review all existing preliminary data supplied by the City.
2. Meet with City, Fire Department, and community members, to establish the needs of the site and fire station, and to assist in developing the architectural program.
3. Develop the architectural program which shall include at a minimum the following:
  - a. A detailed description and definition of the uses and spaces planned for the project including square footage.
  - b. Identify lighting and power needs for all spaces and site.
  - c. Identify data and communication needs for all spaces and the site.
  - d. Determine the HVAC, exhaust and control requirements for all spaces.
  - e. A bubble diagram defining spatial relationships, adjacencies, traffic patterns and information flow.
  - f. Scenarios depicting typical daily activities, including pedestrian traffic flow patterns.
  - g. A typical operation schedule.
  - h. An itemized cost estimate for each unique area identified.
  - i. Prioritized program needs consistent with current City funding.
4. Develop a master plan for use of the site which shall include at a minimum the following:
  - a. A determined fit of program to site.
  - b. Alternative solutions for the existing site.
  - c. Site plans(s) defining location, orientation, adjacencies, general physical shape,

traffic and pedestrian patterns consistent with architectural program.

- d. Phasing alternatives (if necessary) for masterplan implementation consistent with current City funding.

**B. Schematic Design Phase**

Upon receipt of a written Notice to Proceed with the Schematic Design Phase, the Consultant shall:

1. Based on the criteria set forth in this contract, Consultant shall prepare a project schedule outlining all design, coordination, meetings, reviews, presentations, approvals and similar activities necessary to complete the project. The first draft of the schedule must be submitted within 30 days of receiving notice to proceed with this phase of the work. The schedule shall conform to review and meeting schedule requirements set by the City, and other agencies involved in the project. The schedule shall document in detail how the design, construction documents and permit process shall be completed within 243 calendar days. The schedule shall be developed using a software generated critical path in a format acceptable to the City of Sacramento. Consultant shall provide the City with electronic copies of the schedule and any changes proposed or accepted by the City.
2. Research and review all available project information.
3. Research past project history and commitments on the project site.
4. Complete site investigation of existing conditions. Verify that the existing sidewalk and street construction can support the weight of the fire trucks without short term or long term damage.
5. Review and validate the building program.
6. Research utility services, commitments, resources and regulatory considerations that may impact the project.
7. Meet with City staff, including fire and planning representatives to discuss project objectives, operational needs, and functional requirements and address potential problems or inconsistencies.
8. Meet with appropriate City departments to discuss code analysis summary / diagrams and plans with graphic layouts and impacts to the project design, including but not limited to; utilities, security, parking, daylighting, LEED compliance and landscape requirements. Consultant shall demonstrate that the design meets or exceeds program requirements. Consultant shall meet with other organizations and agencies (such as SMUD, PG&E, AT&T, City communications, Regional Sewer & Sanitation, Utilities Department, etc.) as necessary for review of design issues. Consultant shall prepare a written report of discussions, open issues and any agreements/ conclusions.
9. Consultant shall prepare design alternatives with options and risk assessments for each alternative.
10. Consultant shall prepare preliminary site development plans, floor plans and quality control standards for each alternative. Quantifying energy conservation measures and renewable resources criteria that will be used in development of the design and their impact on LEED compliance and Title 24 Energy Compliance (refer to Attachment 1 to

Exhibit A, Articles VI.E & VI.J). Prepare computer simulations using EnergyPro or similar CEC certified performance software documenting design decisions and the impacts on operating cost and Title 24 compliance. Consultant shall coordinate operational assumptions and schedules with City staff. Simulations shall include lifecycle cost analysis using local utility rates appropriate for the project. Preliminary Title 24 Performance Energy Calculations shall be provided for both actual working hours and operating conditions and compliance conditions as set forth in Attachment 1 to Exhibit A, Article VI.J.

11. Prepare description of alternatives, cost estimates and coordinate with the City's cost estimator.
12. Prepare recommendations on each alternative (minimum of three alternatives).
13. Based on comments from the City make required adjustments, modifications, and complete the final schematic design.
14. Prepare and submit for review by the City and other designated groups, Schematic Design Documents consisting of: Schematic Design Studies/Site Utilization Plans evaluating existing conditions, utilities, etc., functional and organizational user relationships, space requirements, operating procedures, how the design addresses maintenance by selection of materials and location of spaces, operating procedures, functional traffic flow, and how the design takes advantage of solar, wind, weather (summer/winter) and landscape considerations. Explanatory documents shall as a minimum include:
  - a. Site plan / utilities locations / transportation access / pedestrian access
  - b. Location and description of all off-site improvements needed or recommended for the project.
  - c. Floor plans / furniture / equipment layouts
  - d. Engineering plans for all disciplines / basic concept / general locations, sizes / recommendations and coordination.
  - e. Location of electrical equipment including SMUD transformer and main service, standby generator, on site fuel storage and dispensing, HVAC equipment and any other major equipment.
  - f. Roof plan / general equipment locations / access / screening
  - g. Solar impact on site and design, including impact from solar penetration into building.
  - e. Exterior Elevations / massing / daylighting / general materials
  - f. Drainage, grading, wind, and landscape concept and analysis
  - g. Outline specifications detailing materials, systems, assumptions and quality standards.
  - h. Preliminary LEED point scoring. (Refer to Attachment 1 to Exhibit A, Articles VI.E).
  - i. Preliminary Title 24 Performance Calculations. (Refer to Attachment 1 to Exhibit A, Article VI.J).
  - j. Coordination of Art-In-Public-Places. (Refer to Attachment 1 to Exhibit A, Article VI.L).

- k. Utility service path coordination and recommendations.
  - l. Additional information and documentation needed to clarify project design and assumptions.
15. Provide original copies of all alternatives, recommendations, presentation graphics and supporting information.
  16. Prepare information and supporting documentation necessary for the environmental review of the project.
  17. Consultant shall develop and update a document outlining the basis for the design for review by the City, Fire and other appropriate agencies on a monthly basis.
  18. Submit one (1) reproducible set and five (5) copies of the above-mentioned Schematic Design Documents for review and approval and copies of all documents in electronic format acceptable to the City at both 50% and 100% Schematic Design LEED Review.

**C. Design Development Phase**

Upon receipt of written approval of the Schematic Design Phase Documents, and receipt of written notice to proceed with the Design Development Phase:

1. Prepare and submit for review by the City and other designated groups, Design Development Documents consisting of:

Site and floor plans, elevations or other mutually acceptable drawings, and descriptive specifications to identify and illustrate the size, extent and character of the Project in its essentials as to materials, type of structure, mechanical, electrical and communication systems, data systems, landscaping, civil engineering, and other systems essential for the definition of the Project, including interface of systems. Explanatory documents shall as a minimum include:

- a. Site Plan/Civil Engineering Plans (both on site and off site) - dimensioned, graded, showing Design Development phase information, utility information, points of service and connection to existing or new services. Confirmation of connection points with the appropriate utilities and agencies. Include site lighting plan with fixture locations and photometrics.
- b. Landscape Plan - showing size, type and location of materials and basic irrigation layout, controls location and irrigation coverage.
- c. Floor Plans - dimensioned, showing Design Development phase information, all material and color selections, furniture and fixture layouts, and methods of compliance with the requirements of the Americans with Disabilities Act (ADA). Include wall thicknesses, exiting analysis, code analysis and all code required separations. Identify daylight zones plus anticipated lumen levels, including solar impacts at 9:00 am, 12:00 pm, 3:00 pm and 6:00 pm, on March 21, June 21 and December 21.
- d. Reflected Ceiling Plan - sufficient detail to indicate all lighting decisions, exposed ceiling mounted equipment, maintenance clearance requirements and daylighting elements.

- e. Roof Plan - showing all roof mounted equipment, screening, vents, daylighting elements and access.
  - f. Exterior Elevations - dimensioned, showing Design Development phase information, with all material and color selections.
  - g. Typical building sections and all interior elevations necessary to illustrate design decisions and system coordination including all material and color selections, daylighting, energy compliance and LEED compliance (Refer to Attachment 1 to Exhibit A, Article VI.E).
  - h. Preliminary Structural Framing and Foundation Plans - sufficient detail to indicate all structural decisions, material selections, quality, size, spacing anchorage and reinforcing.
  - i. HVAC System selection, location, size, coordination, and load calculations for each room, space and zone, control recommendations, and equipment specifications and manufacturers cut sheets.
  - j. Quantifying energy conservation measures and renewable resources criteria that will be used in development of the design and their impact on LEED compliance and Title 24 Energy Compliance. Prepare computer simulations using EnergyPro or similar CEC certified performance software documenting design decisions and the impacts on operating cost and Title 24 compliance. Consultant shall coordinate operational assumptions and schedules with City staff. Simulations shall include lifecycle cost analysis using local utility rates appropriate for the project. Preliminary Title 24 Performance Energy Calculations shall be provided for both actual working hours and operating conditions and compliance conditions as set forth in Attachment 1 to Exhibit A, Articles VI.E & VI.J.
  - k. Electrical Design and Location documents, load and lighting calculations for each space and zone, control recommendations, energy saving options, and equipment specifications and manufacturers cut sheets.
  - l. Telecommunications/Data plan, (separate from the Power plan). Include equipment locations for, telephone, alarm, data, fiber optics, surveillance cameras, access control recommendations, equipment specifications and manufacturer cut sheets.
  - m. Preliminary Specifications - in CSI Divisions with sufficient detail to indicate all decisions, including complete detail cut sheets of all specified equipment (with maintenance requirements) and materials.
  - n. Drawings itemizing on-site and off-site development requirements.
  - o. Design development binder indexing all manufacturers cut sheets and maintenance requirements on all equipment and significant materials and finishes.
2. Coordinate, support and incorporate the selected approach to Art-In-Public-Places into the overall project design.
  3. Consultant shall prepare alternatives with options and risk assessments for each alternative, develop preliminary site development plans, floor plans and quality

control standards for each alternative, quantifying energy conservation measures and renewable resources criteria that will be used in development of the design and their impact on LEED compliance and Title 24 Energy Compliance (Refer to Attachment 1 to Exhibit A, Articles VI.E & VI.J).

4. Prepare construction cost estimates and coordinate with the City's cost estimator to review intermediate and final cost estimates for the project.
5. Submit one (1) reproducible set and five (5) copies of the above-mentioned Design Development Documents for review and approval and copies of all documents in electronic format acceptable to the City at both 50% and 100% Design Development LEED Review.
6. Meet with staff during the Design Development phase and/or review period to discuss staff comments and address potential problems or inconsistencies.
7. Incorporate revisions to Design Development documents requested by the City, and resubmit one (1) reproducible set of Design Development documents for record approval.

**D. Construction Documents Phase**

Upon receipt of written approval of the Design Development Phase Documents, and receipt of written notice to proceed with the Construction Documents Phase:

1. Prepare and submit for review by the City and other designated groups, Construction Documents consisting of:

Working Drawings and the Project Manual setting forth in complete and coordinated detail the requirements for the construction of the entire Project, including the necessary bidding information and special provisions of the contract forms. The City shall provide the General Conditions of the contract for coordination and inclusion. The Consultant shall verify all options and variables with the City prior to incorporation of General Conditions in the Project Manual. Documents shall as a minimum include:

- a. Cover sheet with names and phone numbers of each consultant, sheet index, vicinity map, and building code criteria.
- b. Demolition / Site clearance plans with verified existing condition plans.
- c. Civil Engineering Drawings, Calculations and Specifications.
- d. Architectural Drawings, Calculations and Specifications.
- e. Exit path diagrams.
- f. Floor Plan with color coding to identify fire separation assemblies and fire protection ratings for all openings
- e. Structural Engineering Drawings, Calculations and Specifications.
- f. Mechanical Engineering Drawings, Calculations and Specifications.
- g. Plumbing Engineering Drawings, Calculations and Specifications.
- h. Fire Sprinkler / Suppression / Alarm / Detection Drawings, Calculations and

Specifications, including all manufacturers cut sheets to complete a full design for approval by the fire department. Differed submittal by successful contractor is not allowed.

- i. Electrical Engineering Drawings, Calculations and Specifications.
- j. Furniture, Fixtures and Equipment (FF &E) Design Drawings, Calculations, Specifications, and preparation of separate bid documents.
- k. Food Service Equipment Design Drawings, Calculations and Specifications. *Note: Kitchen design will not be subject to health permitting.*
- l. Communications Engineering Drawings, Calculations and Specifications.
- m. Landscape Drawings, Calculations and Specifications.
- n. Carpet Seaming Plan Drawings and Specifications.
- o. Title 24 Energy Compliance Documentation – Performance Calculations conforming to Attachment 1 of Exhibit A, Articles VI.E and VI.J.
- p. Off-site Civil, electrical, landscaping and other utilities as required, including traffic signal drawings, calculations and specifications.
- q. Shop drawings as required for plancheck review and coordinated with the remainder of the contract documents.
- r. Art-In-Public-Places coordination documents with all necessary supporting documentation for plancheck, permit and construction.
- s. Project specifications divided into the CSI format, with list of required submittals and material testing. Provide a combined, single-document file of the text of all specification sections on computer-generated magnetic media in format acceptable to the City.
- t. Update the Design Development binder which includes all the detail cut-sheets (with maintenance requirements) of materials specified in construction documents broken down to conform to the CSI 16 format for City use at final 100% construction document submittal.
- u. Consultant shall prepare a list of all submittals required from the contractor for completion of the project. The list shall be included in the bid package and require the contractor to identify the sub-contractor, scope of work & documentation, and review schedule as depicted in the contractor's schedule.
- v. Provide a work plan and list of criteria for commissioning all building systems as part of the bid documents, including specific test requirements. Consultant shall be responsible for organizing and conducting all commissioning activities.
- w. Consultant shall coordinate all testing and commissioning and prepare all LEED certification documentation as described in Attachment 1 to Exhibit A, Article VI.E.
- x. Consultant shall prepare an itemized directory of all Title 24 Acceptance Testing requirements. The directory shall clearly set forth all equipment, systems, conditions and materials that must be tested, the tests that must be performed, qualifications for the person(s) conducting the testing, documentation requirements, identify the person(s) responsible for conducting and documenting the test results, actions to take if an item fails a test, identify who must be present for the test, notification requirements for

the test and all participants, qualifications for the “Testing Authority,” responsibility for compiling, indexing and submitting acceptance test results to the building official. Responsibility for securing a permanent Occupancy Permit.

2. The following information shall be included in all sets submitted to the City for review and approval:
  - a. Completed structural calculations for all structural elements of the Project.
  - b. Completed mechanical, plumbing, fire sprinkler / suppression calculations / alarm.
  - c. Communications / signal/ data and electrical panel load calculations including load balancing.
  - d. Completed Title 24 Energy Compliance Performance Calculations, as required by the California Energy Commission.
3. Fire Sprinkler / Suppression / Alarm / Detection Documents shall be completed with sufficient detail to meet fire department plancheck and approval. Documents under this heading shall include all specifications, calculations, manufacturers cut sheets and similar documentation with sufficient detail to secure the final permit acceptable to the Sacramento City Fire Department.
4. Identify all details, supports, and engineering connections necessary to install, support and secure any and all artwork associated with the Art-In-Public-Places Program.
5. Adjustments to the estimate of the "Fixed Project Construction Cost Estimate". The City may contract with an independent Cost Engineer to evaluate the Consultant's estimate. Where discrepancies occur between the two estimates the Consultant and the City's Project Manager will evaluate the differences and adopt a mutually acceptable value. Acceptance of the Cost Estimate by the City does not relieve the Consultant from responsibilities stipulated in Attachment 1 to Exhibit A, Article VII.
6. Provide drawings, specifications, calculations and support documentation for review and approval by Building Inspections Division. Make all necessary changes to secure required permits and approvals.
7. Submit one (1) reproducible set and two (2) copies of the above mentioned Construction Documents for review and approval at 50%, and 100% completion along with all Title 24 energy calculations and LEED certification calculations described in Attachment 1 to Exhibit A, Articles VI.E & VI.J.
8. Meet with City staff during the Construction Document review period(s) to discuss staff comments and address potential problems or inconsistencies.

9. Provide additional clarification and/or coordination drawings when requested by City.

#### **E. Bidding Phase**

Upon receipt of written approval of the Construction Documents and receipt of written notice to proceed with the Bidding Phase Consultant shall assist in obtaining bids and in awarding construction contract for the Project:

1. Furnish one (1) set of reproducible hardcopy of the approved Working Drawings, one (1) typed hardcopy of the approved Project Manual for printing and binding of bid documents. Documents shall be in a format acceptable to the City.
2. Furnish a copy of all Working Drawings and Project Manual in electronic format acceptable to the City.
3. Keep records and prepare necessary addenda and modifications, both written and in drawing form, for timely issuance prior to the bid opening date. All addenda shall be issued through the City's designated Project Manager.
4. Submit a daily log of all clarifications and phone conversations conducted by Consultant during the bid phase relating to this project. Provide the City with a typed list of all clarifications and addenda nine (9) days before bids are due. Consultant shall not issue clarifications, interpretations or addenda or provide any other direction to bidders during this phase of the project. All clarifications, interpretations, revisions, directions, addenda or similar instruments must be issued and released by the City.
5. Prepare a bid evaluation sheet comparing all bids and addenda. Consult with and advise the City on bids submitted by Bidders for construction of the Project.
6. Revise Bidding documents for issuance as Construction Documents to incorporate addenda, and clarifications.

#### **F. Construction Phase**

Consultant services during the Construction Phase shall be addressed coinciding with the City's award of any general contract for the construction of the Project.

### **VI. Consultant Responsibilities**

#### **A. Design/Administrative Responsibility**

The Consultant agrees to designate F. Christopher Ford, AIA as the individual responsible for, and actively involved in, development of the architectural design for this Project. Consultant agrees that F. Christopher Ford shall conduct and participate in required workshops, design charrettes, project meetings and similar activities on this Project. Consultant

agrees that F. Christopher Ford shall not delegate responsibility for any architectural programming or design efforts on this Project to any individual or firm without the prior written approval of the City.

**B. Public Information Meetings/Design Presentations/Public Meetings**

Consultant shall prepare, coordinate, and participate in relevant informational meetings, presentations, coordination sessions, workshops, public meetings and similar activities for the project. Consultant shall be responsible for preparing meeting notes for all activities listed above and distributing copies of notes and a list of follow-up actions to all parties designated by the City.

**C. Public Information Releases**

Consultant, and all associated firms and/or individuals, shall not release information concerning this Project for public relations or promotional purposes without the specific written authorization of the City. This limitation shall not prohibit the consultant from referencing this Project in proposals developed by the Consultant to secure other contracts provided that the City is contacted in advance and approves such use and reference.

Upon request by the City, Consultant shall provide information necessary for the public information releases by the City.

**D. Supporting Information Services**

Consultant agrees to work with the City and develop, prepare and provide information requested by regulatory agencies, reviews, environment assessments and similar activities necessary to obtain required consensus, reviews and approvals for the project and related activities.

**E. LEED Certification**

Consultant shall secure the services of a LEED certified professional to assist the City and Design team in evaluating options and alternatives for LEED certification. This project must achieve LEED v3/2009, Silver Certification or higher.

The design team shall follow the guidelines below for all work related to LEED activities related to this project:

Consultant shall work with the City to ensure that the project achieves the USGBC Silver Certification LEED v3/2009. A point "cushion" of at least 5 points is required when the project goes to bid.

Consultant shall develop and document a "Basis of Design" (BOD). The BOD shall include a discussion of building usage, operating hours, anticipated occupant loads on weekdays and weekends, building program as it directly impacts LEED certification, a section describing how each discipline is meeting the building program, including LEED compliance and structural, mechanical, lighting and electrical design calculations and objectives. Provide updated

electronic and hard copy at each phase of the project through project completion, commissioning and occupancy.

Consultant shall enroll this project under SMUD's "Savings By Design" (SBD) program, and shall achieve a minimum energy savings of ten percent (10%) beyond what is required by Title 24 using the whole building approach.

Consultant shall provide the City with an electronic and hard copy of all computer models and simulation reports.

Consultant shall use City provided guide specifications (or mutually agreed to guide specifications from Consultant) in order to achieve the City's sustainability goals.

Specifications shall include, but not be limited to:

- Section 01350 - Special Environmental Requirements
- Section 01565 - Construction Waste Management Program
- Section 01810 - Commissioning

The City will hire a third party Commissioning Authority (CA) that shall be part of the design team from schematic design through building occupancy. The CA's scope with respect to the Consultant shall be as a reviewer. The CA should be invited to any appropriate design team meetings, but their attendance is not required. Consultant shall schedule the CA's participation through the Project Manager. The City will pay CA fees.

The Consultant is free to achieve LEED v3/2009, Silver certification level in the most cost effective manner available and acceptable to the City. The following are required:

1. Achieve a minimum of 1 point under Sustainable Sites:
  - a. Credit 6.1 - Stormwater Design - Quantity Control, or
  - b. Credit 6.2 - Stormwater Design - Quality Control.
2. Achieve a minimum of 2 points under the Water Efficiency category.
3. Achieve a minimum of 7 points under the following Energy and Atmosphere Credits:
  - a. Credit 1 - Optimize Energy Performance, and
  - b. Credit 3 - Enhanced Commissioning, and
  - c. Credit 5 - Measurement and Verification.
4. Achieve a minimum of 1 point under Materials and Resources Credit 2 - Construction Waste Management (minimum 50% C&D Waste Diversion).
5. Achieve a minimum of 3 points under the following Indoor Environmental Quality Credits:
  - a. Credits 3.1 - 3.2 - Construction IAQ Management Plans; and
  - b. Credits 4.1 - 4.4 - Low-Emitting Materials.
6. The City will pay the USGBC charges for LEED Registration and Certification; however the consultant is fully responsible for collecting and submitting materials to the USGBC.

7. Consultant will work with the USGBC to obtain the LEED Certification.

The Consultant shall perform all documentation of the LEED compliance process and provide an updated electronic copy of the score card and of the backup material to the Project Manager at the times noted below:

1. 50% Schematic Design Review.
2. 100% Schematic Design Review.
3. 50% Design Development Review.
4. 100% Design Development Review.
5. 50% Contract Document Review.
6. 100% Contract Document Review.

**F. Separate City Consultants**

The City may secure the services of multiple separate consultants throughout the duration of the project and this contract. Consultant shall meet, coordinate, provide supporting information and generally support the work efforts of these consultants in a timely and expeditious manner at no additional cost to the project.

**G. Heating and Cooling Design Conditions**

Heating and cooling design for this facility shall be based on ASHRAE design procedures. Consultant shall research, document and develop recommendations for temperature, humidity and ventilation parameters based on recommendations from ASHRAE, and regulatory agencies.

**H. Incentives, Rebates and Tax Benefits**

Consultant shall be responsible for reviewing the project scope and objectives with City staff and investigating the availability and impact of current or anticipated incentives and/or rebates for energy efficient design improvements available to the project. Consultant shall evaluate the operational and lifecycle impacts with City staff. Consultant shall prepare all documentation, calculations and supporting paperwork required to file for any incentives and/or rebates.

Rebates and incentives available to the owner or occupant shall remain the property of the City; however, incentives and tax benefits available to the design team shall remain the property of the design team in addition to compensation set forth in this agreement. The design team is responsible for all documentation, testing, certification and similar actions necessary to document qualifications for incentives and/or tax benefits for the design team. The City assumes no responsibility for loss of incentives or tax benefits to the design team due to actions by the City or the contractor(s).

**I. Energy Efficient Design Requirements**

Consultant is encouraged to develop energy efficient design options and alternatives for the design of the building, site and systems and maximize energy efficiency throughout the facility by addressing building design, shading, daylighting, site design, insulation, glazing, orientation, systems and similar criteria.

Consultant shall use the Performance Compliance computer simulation program approved by the California Energy Commission for use on non-residential projects. The program used shall be the latest version approved by the California Energy Commission and the program shall be capable of producing Life-Cycle-Cost analysis based on actual anticipated operating conditions.

Consultant shall prepare the following computer simulations for each phase of the design and contract documents for review by the City:

1. Consultant shall prepare energy savings recommendations for consideration by the City based on **actual operating conditions** and Life-Cycle-Cost simulations based on actual operating schedules and anticipated occupant loads and equipment operation.
2. Consultant shall develop options for consideration by the City that achieve a minimum energy savings of ten percent (10%) beyond allowable energy budgets established under Title 24 – Part 6 for Non-Residential Buildings. Each simulation shall include the simultaneous combined effects of the building envelope, indoor lighting, mechanical systems, and hot water systems.
3. Each option developed under 1.2. above shall also include a separate computer simulation demonstrating a minimum energy savings of 5 percent (5%) beyond allowable energy budgets established under Title 24 – Part 6 for Non-Residential Buildings. Each simulation shall be limited to just the effect of the building envelope.
4. Consultant shall prepare separate Performance Compliance Calculations as described above during the schematic, design development, construction document and commissioning phases.

**J. System Commissioning Plan**

Consultant shall coordinate with City staff, develop and prepare a facility-commissioning plan for the project to be included in the construction documents. The system-commissioning plan may include portions of the “2013 Title 24 Part 6 Acceptance Testing Requirements” but shall extend and incorporate all systems commissioning required for LEED Silver certification. Consultant shall prepare scope and scheduling for commissioning all systems designed by Consultant.

**K. Furniture, Fixtures, Systems, Equipment**

Consultant shall be responsible for design and specification of all equipment, systems and

furniture related to the project. Including items not permanently attached to the building. The contract documents shall provide details and specifications on all fixtures and furniture permanently attached to the building, including, but not limited to whiteboards, structural support for overhead projectors, cabinets, security systems, surveillance systems, etc. Contract documents shall include design, specification, bid documentation, coordination and support necessary for proper installation of all furniture, systems, and equipment.

**L. Art-in-Public-Places**

Consultant shall work with the Sacramento Metropolitan Arts Commission to incorporate and support integration of artwork within the project design beginning in the Schematic Design Phase.

**M. Building Interior, Exterior and Site Signage**

Consultant shall be responsible for design of all interior and exterior signage design, including specifications, bid instruments and documentation.

**N. Building Maintenance, Operations, Servicing**

Consultant shall meet with representatives from the City to determine how systems, spaces and access in the building will be facilitated for servicing and maintenance.

**O. Additional Clarification and Documentation**

Consultant shall provide additional details, isometrics, sections, calculations and similar information when requested by City to clarify design and installation requirements and coordination on the project.

**P. Information Format**

Consultant shall provide all information developed for the project in an electronic format the City can readily use for reports, public notices, press releases, presentations and similar activities. The format shall be compatible with existing City software and resources.

**Q. Code / Regulatory Interpretation or Conflict**

Where an interpretation, regulation, law or code conflicts with other interpretations, regulations, law or codes the design consultant shall follow the most stringent requirement.

**R. Surveys/Reports**

Consultant shall obtain or otherwise prepare surveys and/or reports as referenced within the scope of work, including but not limited to: a geotechnical soils investigation report; traffic signal design concept report; and, cost estimate reports. Consultant shall provide City with an electronic and hard copy of all preliminary and final surveys and/or reports obtained or otherwise prepared for purposes of delivering services for this project.

## VII. PROJECT CONSTRUCTION COST

Project Construction Cost, as used in this Agreement, means the total cost to the City of all work designed or specified by the Consultant.

- A. Project Construction Cost shall include work covered by Change Orders (except where the Change Order is inconsistent with the current approved program for the Project or where the change is necessitated by conditions beyond the control of the Consultant, but **excluding the following**: cost of the site acquisition, City staff fees, and the cost of any rights of way. Project Construction cost shall include all construction cost, systems, support, infrastructure, communications equipment, security equipment, furniture, fixtures, equipment, networking and related project cost necessary to complete the project, make the facility operational and address all items described in the architectural program.
- B. Consultant shall work closely with the City's designated cost estimator in development of all cost estimates, value engineering and tradeoff studies.
- C. Consultant shall prepare comprehensive construction cost estimates. City shall prepare updated project cost estimates as necessary.
- D. The "Preliminary Project Construction Cost" shall be the estimate of construction cost submitted to the City by the Consultant at the end of the Schematic Design Phase. Once the "Preliminary Project Construction Cost has been reviewed and approved by it shall become the "Fixed Project Construction Cost". Consultant agrees to complete all construction documentation within the "Fixed Project Construction Cost Estimate".
- E. The "Preliminary Project Construction Cost" and the "Fixed Project Construction Cost" estimates shall be based on the Construction Specification Institute (CSI) standard division format.
- F. Estimates shall include an appropriate design contingency adjusted for the level of detail available during each phase. The contingency must be approved by the City and shall be no less than fifteen percent (15%) at the Schematic Design Phase, ten percent (10%) at the Design Development Phase, and 5% at the completion of the fifty percent (50%) Construction Document Phase and none at completion of the Construction Document Phase.
- G. All estimates shall list costs associated with the City's General Conditions. Specific attention shall be given to bonding, insurance and prevailing wage requirements. Consultant shall be responsible for obtaining a current copy of the City's General Conditions, and verifying all variables and options prior to completion of each estimate.
- H. The City reserves the right to increase the "Fixed Project Construction Cost Estimate", consistent with the consultant's submitted design, without increasing compensation under this

Agreement.

- I. If the project, as designed, results in a low bid submitted by a responsible and qualified bidder which is more than the "Fixed Project Construction Cost Estimate" Consultant agrees, at no additional cost, and at the option of the City (1) to modify Working Drawings and Project Manual suitable for re-bidding the Project; or (2) to modify the Working Drawings and Project Manual and assist in negotiations with the responsible and qualified low bidder to reduce construction cost within the limit set by the "Fixed Project Construction Cost Estimate." The City may explore both methods with the Consultant, and the Consultant agrees to continue to render said services until the Project is designed within the limit of the "Fixed Project Construction Cost Estimate," at no additional cost to the City.
- J. The City, at its option, may agree to, and accept in writing, a low bid in excess of the "Fixed Project Construction Cost Estimate" specified above with no increase in compensation to the Consultant under this Agreement.
- K. Consultant shall assist the City by developing updated cost estimates and cashflow projections at various stages of the design, as requested by the City.

**VIII. MAJOR PROJECT CHANGE**

- A. As used herein the term Major Project Change means: "A material and substantial change in the scope of work necessitated by conditions beyond the control of the Consultant and not resulting from errors, conflicts or omissions of the consultant." A change shall be deemed substantial only if it is significantly at variance with the approved Schematic Design and associated construction Cost Estimate.

If a question arises over the determination of "significant variance," the City's Supervising Architect or Supervising Engineer shall render a binding determination on all parties.

- B. Services required due to a Major Project Change are Additional Services and shall be governed by that provision of Exhibit B.
- C. No additional compensation shall be considered for minor changes which do not constitute a Major Project Change.

**IX. PROJECT DESIGN AND CONSTRUCTION SCHEDULE**

The Consultant shall review and determine that their work can be performed in conformance with the Schedule Baseline and as outlined below with all reviews, modifications, approvals and permits issued no later than August 31, 2016.

- A. The amount of time for completion of each phase of the work and City review periods shall, by incorporation in this agreement, be mutually acceptable and binding.
- B. The City will issue a Notice to Proceed on a phase-by-phase basis once the contract has been fully executed. By approving the full contract the City does not warrant or imply the full contract will be implemented.
- C. Consultant agrees to meet the mutually accepted deadlines for completion of their work by using whatever staffing strategies they may consider necessary. The City will not extend the completion dates without an acceptable explanation that the extension was completely unanticipated and beyond the control of the Consultant. The City will not consider any additional compensation for any consultant overtime, which the consultant may decide, is necessary to comply with the schedule.
- D. The City reserves the right to return all submissions from the design team, which are incomplete or inconsistent with the level of work required under the agreement without review, and provide no time extension. One week prior to a required submission of documents, the consultant shall meet with the City and present the "rough draft" of the submission, including copies of all available documents from the Consultant and all sub-consultants providing professional services under this Agreement. The Consultant shall be responsible for all costs associated with re-submission of a previously incomplete submittal, including, but not limited to: printing, delivery, travel, and extensions/revisions to the Consultants contract with his sub-consultants.
- E. The City reserves the right to withhold or modify payment to Consultant if submittals are incomplete, delayed or inconsistent with project scope and schedule described in this agreement.
- F. Consultant shall review the project schedule monthly with the City and make adjustments as necessary and acceptable to the City. Changes to the schedule may not be made without the City's approval.
- G. The schedule shall be maintained by Consultant in a format acceptable to the City, and made available for the City, in electronic format, when requested.
- H. The schedule shall include float to accommodate normal project adjustments typically encountered on similar projects. The City retains rights to ALL float time in the schedule.
- I. The schedule shall include time for all filings, processing and evaluation prior to any meetings or actions.
- J. Time is of the essence in the execution of this agreement.

**X. SUSPENSION/TERMINATION FOR NON-ACQUISITION OF SITE**

CITY is in the process of acquiring the project site for Fire Station 14, which is the subject of this Agreement. CITY's acquisition of the project site is a condition precedent to continuing Services under this Agreement beyond the Schematic Design phase. CONTRACTOR shall not proceed past the Schematic Design phase without receipt of a written notice to proceed from CITY in accordance with Attachment 1 to Exhibit A, Article IX, Paragraph B.

CONTRACTOR understands and agrees that, if the project site is not acquired by the end of Schematic Design, CONTRACTOR'S services under this Agreement shall be suspended or terminated by CITY. Any such suspension or termination shall be in accordance with Exhibit D, Paragraph 9. If CITY suspends or terminates CONTRACTOR'S services at the end of Schematic Design due to non-acquisition of the project site, payment in full to CONTRACTOR shall be limited to those fees associated with Programming and Schematic Design services as reflected in Attachment 1 to Exhibit B; CONTRACTOR shall not be compensated for any other services, and fees from later phases shall not be reallocated to support any request for increased compensation.

## 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 **THREE HUNDRED FIFTY SEVEN THOUSAND FIVE HUNDRED FORTY DOLLARS AND NO CENTS (\$357,540.00)**.
2. **Billable Rates.** CONTRACTOR shall be paid for the performance of Services on an lump sum/ % complete, 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:

**AMY SMITH, ASSOCIATE ARCHITECT**  
**5730 24<sup>TH</sup> STREET, BUILDING 4**  
**SACRAMENTO, CA 95814-2604**  
**Phone: (916) 808-2262/E-mail: ASmith@cityofsacramento.org**

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

**SCOPE OF SERVICES  
 LUMP SUM  
 PAYABLE TO CONTRACTOR BASED ON  
 PERCENTAGE COMPLETE  
 HOURLY RATES**

The following shall apply to the fee breakdown contained herein and any subsequent invoicing submitted to the CITY for payment:

1. **BREAKDOWN.** CONTRACTOR shall list all applicable consultants and sub-categories of work.
2. **RE-ALLOCATION.** The contract amount for each phase of the project is fixed based on the Phases and Categories breakdown provided within Attachment 1 to Exhibit B. The dollar amount for each phase shall not be re-allocated from one phase to another, unless the CITY provides written authorization to the CONTRACTOR. In no case shall dollar amounts from later phases be re-allocated to earlier phases.
3. **REIMBURSABLES.** CITY will not pay reimbursable costs for parking, travel or associated costs, postage, express mail, courier service, printing or copying services.
4. **REPRODUCTION.** Reproduction services will be provided by a vendor under separate CITY contract. CONTRACTOR shall transmit reproduction orders to the designated vendor, and CITY shall reimburse the designated vendor directly.

Phases and Categories (Not all are necessarily shown. Consultant to Complete Worksheet)			
I	Programming	\$	10,284
II	Schematic Design	\$	68,900
III	Design Development	\$	88,300
IV	Construction Documents	\$	154,056
V	LEED Services	\$	36,000
<b>TOTAL – LUMP SUM Not To Exceed</b>			<b>\$ 357,540</b>

For each phase listed above include a breakout for each consultant’s work as shown below:

**Phase I Programming**

Architecture	\$ 10,284
<b>Subtotal Phase I – Programming</b>	<b>\$ 10,284</b>

**Phase II – Schematic Design**

Architecture	\$ 42,050
Landscape Architecture	\$ 4,200
Civil Engineering	\$ 4,200
Structural Engineering	\$ 2,000
MEP Engineering	\$ 2,000
Geotechnical Engineering	\$13,200
Traffic Engineering	\$ 1,250
<b>Subtotal Phase II – Schematic Design</b>	<b>\$ 68,900</b>

**Phase III – Design Development**

Architecture	\$ 41,050
Landscape Architecture	\$ 4,500
Civil Engineering	\$ 9,500
Structural Engineering	\$ 15,000
MEP Engineering	\$ 10,500
Traffic Engineering	\$ 3,750
Data / Security / Telecommunications / Alerting System	\$ 4,000
<b>Subtotal Phase III – Design Development</b>	<b>\$ 88,300</b>

**Phase IV – Construction Documents**

Architecture	\$ 65,256
Landscape Architecture	\$ 13,300
Civil Engineering	\$ 13,500
Structural Engineering	\$ 25,000
MEP Engineering	\$ 16,000
Traffic Engineering	\$ 10,000
Data / Security / Telecommunications / Alerting System	\$ 8,000
Fire Alarm / Fire Sprinkler	\$ 3,000
<b>Subtotal Phase IV – Construction Documents</b>	<b>\$ 154,056</b>

**Phase V – LEED Services**

Architecture	\$ 12,000
MEP Engineering	\$ 10,000
Energy Modeling	\$ 8,000
Enhanced Commissioning	\$ 3,000
Incentives, Rebates and Tax Benefits	\$ 3,000
<b>Subtotal Phase V – LEED Services</b>	<b>\$ 36,000</b>

**Hourly Rate Schedule**

List the fully burdened hourly rates for all classifications of employees that will charge time to the project. Include rates for all consultants, including but not limited to Architect, Civil, Mechanical, Plumbing, Electrical engineering, etc. All other employees will be considered as overhead and shall be included in the hourly rates below.

<u>Employee Classification</u>	<u>Hourly Rate</u>
<b>Architect: BRW Architects</b>	
Principal	\$ 240.00
Project Manager	\$ 185.00
Project Architect	\$ 135.00
Designer	\$ 120.00
CAD Technician	\$ 90.00
Administration	\$ 70.00
<b>Engineers: SANDIS, Cornerstone, YEI</b>	
Principal	\$ 185.00
Project Engineer	\$ 160.00
Designer	\$ 120.00
CAD Technician	\$ 75.00
Administration	\$ 70.00
<b>Landscape Architects: The HLA Group</b>	
Principal	\$ 185.00
Landscape Architect	\$ 160.00
Designer	\$ 120.00
CAD Technician	\$ 75.00
Administration	\$ 70.00

EXHIBIT C

PROFESSIONAL SERVICES AGREEMENT FOR DESIGN PROFESSIONALS

FACILITIES AND EQUIPMENT TO BE PROVIDED BY CITY

CITY shall *[check one]*

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. Any available insurance proceeds in excess of the specified minimum limits and coverages shall be available to the CITY.

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

A. Minimum Scope & Limits of Insurance Coverage

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

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

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

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

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

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

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

- (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. Professional Liability (Errors and Omissions) insurance:

Is  Is not \_\_\_\_\_ [check one] required for this Agreement.

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

B. Additional Insured Coverage

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

C. Other Insurance Provisions

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

- (1) Except for professional liability, CONTRACTOR's insurance coverage, including excess insurance, shall be primary insurance as respects CITY, its officials, employees, and volunteers. Any insurance or self-insurance maintained by CITY, its officials, employees, or volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it.
- (2) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to CITY, its officials, employees, or volunteers.

- (3) Coverage shall state that CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (4) CITY will be provided with thirty (30) days written notice of cancellation or material change in the policy language or terms.

D. Acceptability of Insurance

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

E. Verification of Coverage

- (1) CONTRACTOR shall furnish CITY with certificates and required endorsements evidencing the insurance required. The certificates and endorsements shall be forwarded to the CITY representative named in Exhibit A. Copies of policies shall be delivered to the CITY on demand. Certificates of insurance shall be signed by an authorized representative of the insurance carrier.
- (2) For all insurance policy renewals during the term of this Agreement, CONTRACTOR shall send insurance certificates reflecting the policy renewals directly to:

City of Sacramento

c/o Ebix RCS

Reference #: (This number will be provided by EBIX after Agreement approval.)

PO Box 257

Portland, MI 48875-0257

Insurance certificates also may be faxed to (770) 325-3340, or e-mailed to:

CertsOnly-Portland@ebix.com

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

F. Subcontractors

CONTRACTOR shall require and verify that all sub-consultants and subcontractors maintain insurance coverage that meets the minimum scope and limits of insurance

coverage specified in subsection A, above.

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

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

13. **Entire Agreement.** This document, including all Exhibits, contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Agreement. No alteration to the terms of this Agreement shall be valid unless approved in writing by CONTRACTOR, and by CITY, in accordance with applicable provisions of the Sacramento City Code.
14. **Severability.** If any portion of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.
15. **Waiver.** Neither CITY acceptance of, or payment for, any Service or Additional Service performed by CONTRACTOR, nor any waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.
16. **Enforcement of Agreement.** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court or Federal District Court located in Sacramento County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.
17. **Assignment Prohibited.** The expertise and experience of CONTRACTOR are material considerations for this Agreement. CITY has a strong interest in the qualifications and capability of the persons and entities that will fulfill the obligations imposed on CONTRACTOR under this Agreement. In recognition of this interest, CONTRACTOR shall not assign any right or obligation pursuant to this Agreement without the written consent of the CITY. Any attempted or purported assignment without CITY's written consent shall be void and of no effect.
18. **Binding Effect.** This Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the parties, subject to the provisions of Section 17, above.
19. **Use Tax Requirements.** During the performance of this Agreement, CONTRACTOR, for itself, its assignees and successors in interest, agrees as follows:
  - A. Use Tax Direct Payment Permit: For all leases and purchases of materials, equipment, supplies, or other tangible personal property used to perform the Agreement and

shipped from outside California, the Contractor and any subcontractors leasing or purchasing such materials, equipment, supplies or other tangible personal property shall obtain a Use Tax Direct Payment Permit from the California State Board of Equalization ("SBE") in accordance with the applicable SBE criteria and requirements.

- B. Sellers Permit: For any construction contract and any construction subcontract in the amount of \$5,000,000 or more, Contractor and the subcontractor(s) shall obtain sellers permits from the SBE and shall register the jobsite as the place of business for the purpose of allocating local sales and use tax to the City. Contractor and its subcontractors shall remit the self-accrued use tax to the SBE, and shall provide a copy of each remittance to the City.
- C. The above provisions shall apply in all instances unless prohibited by the funding source for the Agreement.

## EXHIBIT E

### REQUIREMENTS OF THE NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

#### INTRODUCTION

The Sacramento Non-Discrimination In Employee Benefits Code (the "Ordinance"), codified as Sacramento City Code Chapter 3.54, prohibits City contractors from discriminating in the provision of employee benefits between employees with spouses and employees with domestic partners, and between the spouses and domestic partners of employees.

#### APPLICATION

The provisions of the Ordinance apply to any contract or agreement (as defined below), between a Contractor and the City of Sacramento, in an amount exceeding \$100,000.00. The Ordinance applies to that portion of a contractor's operations that occur: (i) within the City of Sacramento; (ii) on real property outside the City of Sacramento if the property is owned by the City or if the City has a right to occupy the property; or (iii) at any location where a significant amount of work related to a City contract is being performed.

The Ordinance does not apply: to subcontractors or subcontracts of any Contractor or contractors; to transactions entered into pursuant to cooperative purchasing agreements approved by the Sacramento City Council; to legal contracts of other governmental jurisdictions or public agencies without separate competitive bidding by the City; where the requirements of the ordinance will violate or are inconsistent with the terms or conditions of a grant, subvention or agreement with a public agency or the instructions of an authorized representative of any such agency with respect to any such grant, subvention or agreement; to permits for excavation or street construction; or to agreements for the use of City right-of-way where a contracting utility has the power of eminent domain.

#### DEFINITIONS

As set forth in the Ordinance, the following definitions apply:

"Contract" means an agreement for public works or improvements to be performed, or for goods or services to be purchased or grants to be provided, at the expense of the City or to be paid out of moneys deposited in the treasury or out of the trust money under the control or collected by the City. "Contract" also means a written agreement for the exclusive use ("exclusive use" means the right to use or occupy real property to the exclusion of others, other than the right reserved by the fee owner) or occupancy of real property for a term exceeding 29 days in any calendar year, whether by singular or cumulative instrument, (i) for the operation or use by others of real property owned or controlled by the City for the operation of a business, social, or other establishment or organization, including leases, concessions, franchises and easements, or (ii) for the City's use or occupancy of real property owned by others, including leases, concessions, franchises and easements.

“Contract” shall not include: a revocable at-will use or encroachment permit for the use of or encroachment on City property regardless of the ultimate duration of such permit; excavation, street construction or street use permits; agreements for the use of City right-of-way where a contracting utility has the power of eminent domain; or agreements governing the use of City property that constitute a public forum for activities that are primarily for the purpose of espousing or advocating causes or ideas and that are generally protected by the First Amendment to the United States Constitution or that are primarily recreational in nature.

“Contractor” means any person or persons, firm, partnership, corporation, company, or combination thereof, that enters into a Contract with the City. “Contractor” does not include a public entity.

“Domestic Partner” means any person who has a currently registered domestic partnership with a governmental entity pursuant to state or local law authorizing the registration.

“Employee Benefits” means bereavement leave; disability, life, and other types of insurance; family medical leave; health benefits; membership or membership discounts; moving expenses; pension and retirement benefits; vacation; travel benefits; and any other benefit given to employees. “Employee benefits” shall not include benefits to the extent that the application of the requirements of this chapter to such benefits may be preempted by federal or state.

#### **CONTRACTOR’S OBLIGATION TO PROVIDE THE CITY WITH DOCUMENTATION AND INFORMATION**

Contractor shall provide the City with documentation and information verifying its compliance with the requirements of the Ordinance within ten (10) days of receipt of a request from the City. Contractors shall keep accurate payroll records, showing, for each City Contract, the employee’s name, address, Social Security number, work classification, straight time pay rate, overtime pay rate, overtime hours worked, status and exemptions, and benefits for each day and pay period that the employee works on the City Contract. Each request for payroll records shall be accompanied by an affidavit to be completed and returned by the Contractor, as stated, attesting that the information contained in the payroll records is true and correct, and that the Contractor has complied with the requirements of the Ordinance. A violation of the Ordinance or noncompliance with the requirements of the Ordinance shall constitute a breach of contract.

#### **EMPLOYER COMPLIANCE CERTIFICATE AND NOTICE REQUIREMENTS**

(a) All contractors seeking a Contract subject to the Ordinance shall submit a completed Declaration of Compliance Form, signed by an authorized representative, with each proposal, bid or application. The Declaration of Compliance shall be made a part of the executed contract, and will be made available for public inspection and copying during regular business hours.

(b) The Contractor shall give each existing employee working directly on a City contract, and (at the time of hire), each new employee, a copy of the notification provided as Attachment “A.”

(c) Contractor shall post, in a place visible to all employees, a copy of the notice provided as Attachment “B.”

Attachment A



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

On \_\_\_\_\_ (date), your employer (the "Employer") entered into a contract with the City of Sacramento (the "City") for \_\_\_\_\_ (contract details), and as a condition of that contract, agreed to abide by the requirements of the City's Non-Discrimination In Employee Benefits Code (Sacramento City Code Section 3.54).

The Ordinance does not require the Employer to provide employee benefits. The Ordinance does require that if certain employee benefits are provided by the Employer, that those benefits be provided without discrimination between employees with spouses and employees with domestic partners, and without discrimination between the spouse or domestic partner of employees.

The Ordinance covers any employee working on the specific contract referenced above, but only for the period of time while those employees are actually working on this specific contract.

The included employee benefits are:

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

(Employee Benefits does not include benefits that may be preempted by federal or state law.)

If you feel you have been discriminated or retaliated against by your employer in the terms and conditions of your application for employment, or in your employment, or in the application of these employee benefits, because of your status as an applicant or as an employee protected by the Ordinance, or because you reported a violation of the Ordinance, and after having exhausted all remedies with your employer,

**You May . . .**

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

City of Sacramento  
Procurement Services Division  
915 I Street, Second Floor  
Sacramento, CA 95814

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

## Attachment B



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

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

The included employee benefits are:

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

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

**You May . . .**

- Submit a written complaint to the City of Sacramento, Contract Services Unit, containing the details of the alleged violation. The address is:  
City of Sacramento  
Procurement Services Division  
915 I Street, Second Floor  
Sacramento, CA 95814
- Bring an action in the appropriate division of the Superior Court of the State of California against the employer and obtain 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)

12/7/2015

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

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

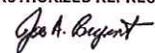
<b>PRODUCER</b> McLaughlin Brunson Insurance Agency, LLP 12801 North Central Expressway Suite 1710 Dallas TX 75243	<b>CONTACT NAME:</b> Joe A Bryant	
	<b>PHONE (A/C, No, Ex):</b> (214) 503-1212	<b>FAX (A/C, No):</b> (214) 503-8899
<b>E-MAIL ADDRESS:</b>		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> Travelers Indemnity Co of CT		25682
<b>INSURER B:</b> Travelers Indemnity Company		25658
<b>INSURER C:</b> Catlin Insurance Company, Inc.		19518
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**COVERAGES** **CERTIFICATE NUMBER:** Cert ID 31010 **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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	Y	Y	680555M964A	12/20/2014	12/20/2015	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000
	<input checked="" type="checkbox"/> X,C,U Covered						PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> Contractual Liab.						GENERAL AGGREGATE \$ 2,000,000
	GENL AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						\$
B	AUTOMOBILE LIABILITY	Y	Y	BA2A266690	12/20/2014	12/20/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						\$
	<input type="checkbox"/> NON-OWNED AUTOS						\$
B	UMBRELLA LIAB	Y	Y	CUP3616T685	12/20/2014	12/20/2015	EACH OCCURRENCE \$ 5,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 5,000,000
	<input type="checkbox"/> OCCUR						\$
	<input type="checkbox"/> CLAIMS-MADE						\$
	DED RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A					WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						OTHER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
C	Professional Liability	Y		AED-673237-0116	1/22/2015	1/22/2016	E.L. DISEASE - POLICY LIMIT \$
							Per Claim \$ 2,000,000
							Annual Aggregate \$ 4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 The claims made professional liability coverage is the total aggregate limit for all claims presented within the annual policy period and is subject to a deductible. Thirty (30) days Notice of cancellation or non-renewal is in favor of the certificate holder. The CITY, its officials, employees, and volunteers are named as an additional insured on the general, auto and umbrella liability coverages as required by contract. The general liability coverages are on a primary and non-contributory basis. The auto liability coverage is on a primary basis. The umbrella liability follows form.RE: City of Sacramento - RFP; Bid # P16014541007

<b>CERTIFICATE HOLDER</b>  City of Sacramento c/o Ebix RCS PO Box 257  Portland MI 48875-0257	<b>CANCELLATION</b>  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 



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/7/2015

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

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

<b>PRODUCER</b> McLaughlin Brunson Insurance Agency, LLP 12801 North Central Expressway Suite 1710 Dallas TX 75243	<b>CONTACT NAME:</b> Joe A Bryant <b>PHONE (A/C, No, Ext):</b> (214) 503-1212 <b>E-MAIL ADDRESS:</b>	<b>FAX (A/C, No):</b> (214) 503-8899													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Travelers Indemnity Co of Am.</td> <td>25666</td> </tr> <tr> <td>INSURER B: Travelers Indemnity Company</td> <td>25658</td> </tr> <tr> <td>INSURER C: Catlin Insurance Company, Inc.</td> <td>19518</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Travelers Indemnity Co of Am.	25666	INSURER B: Travelers Indemnity Company	25658	INSURER C: Catlin Insurance Company, Inc.	19518	INSURER D:		INSURER E:		INSURER F:
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INSURER C: Catlin Insurance Company, Inc.	19518														
INSURER D:															
INSURER E:															
INSURER F:															

**INSURED** (214) 528-8704  
 Brown Reynolds & Watford Architects, Inc.  
 3535 Travis, #250 & #260  
 LB 102  
 Dallas TX 75204

**COVERAGES**

CERTIFICATE NUMBER: Cert ID 27818

REVISION NUMBER:

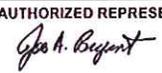
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b>	Y	Y	PACP552M0916	12/20/2014	12/20/2015	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000
	<input checked="" type="checkbox"/> X,C,U Covered						PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> Contractual Liab.						GENERAL AGGREGATE \$ 2,000,000
GENL AGGREGATE LIMIT APPLIES PER:							PRODUCTS - COMP/OP AGG \$ 2,000,000
<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC							\$
B	<b>AUTOMOBILE LIABILITY</b>	Y	Y	BA2A266690	12/20/2014	12/20/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB	Y	Y	CUP3616T685	12/20/2014	12/20/2015	EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 5,000,000
	DED RETENTION \$						\$
<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below							WC STATUTORY LIMITS E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	<b>Professional Liability</b>		Y	AED-673237-0116	1/22/2015	1/22/2016	Per Claim \$ 2,000,000 Annual Aggregate \$ 4,000,000

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

The claims made professional liability coverage is the total aggregate limit for all claims presented within the annual policy period and is subject to a deductible. Thirty (30) days Notice of cancellation or non-renewal is in favor of the certificate holder. The CITY, its officials, employees, and volunteers are named as an additional insured on the general, auto and umbrella liability coverages as required by contract. The general liability coverages are on a primary and non-contributory basis. The auto liability coverage is on a primary basis. The umbrella liability follows form.RE: City of Sacramento - RFP; Bid # P16014541007

**CERTIFICATE HOLDER****CANCELLATION**

City of Sacramento c/o Ebix RCS PO Box 257  Portland MI 48875-0257	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 
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SOI6583

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

12/8/2015

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

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

<b>PRODUCER</b> Commercial Lines Wells Fargo Insurance Services USA, Inc. 6100 Fairview Road Charlotte, NC 28210	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 888-572-2412		FAX (A/C, No):	
	E-MAIL ADDRESS: certs@trinet.com			
<b>INSURED</b> Strategic Outsourcing, Inc. L/C/F Brown Reynolds Waford Architects, Inc. PO Box 241448 Charlotte, NC 28224	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>	
	INSURER A : ACE American Insurance Company		22667	
	INSURER B :			
	INSURER C :			
	INSURER D :			
	INSURER E :			
INSURER F :				

**COVERAGES**

CERTIFICATE NUMBER: 9860062

REVISION NUMBER: See below

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$	
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$	
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WLRC4857354A	03/01/2015	03/01/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000

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

Re: All Operations

Workers' Compensation Insurance is limited to employees of Brown Reynolds Waford Architects, Inc. through a co-employment contract with Strategic Outsourcing, Inc.

A Waiver of Subrogation applies in favor of the Certificate Holder as required by written contract.

**CERTIFICATE HOLDER****CANCELLATION**

City of Sacramento Dept of Public Works  
 Attn: Amy Marie Smith  
 Facilities & Real Property Management  
 5730 24th Street, Bldg. 4  
 Sacramento, CA 95822

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2014/01)

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

**BLANKET ADDITIONAL INSURED  
(ARCHITECTS, ENGINEERS AND SURVEYORS)**

This endorsement modifies insurance provided under the following:  
COMMERCIAL GENERAL LIABILITY COVERAGE PART

**A. The following is added to WHO IS AN INSURED (Section II):**

Any person or organization that you agree in a "contract or agreement requiring insurance" to include as an additional insured on this Coverage Part, but only with respect to liability for "bodily injury", "property damage" or "personal injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of 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 "products-completed operations hazard".

Such person or organization does not qualify as an additional insured for "bodily injury", "property damage" or "personal injury" for which that person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- d. 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 Coverage Part.
- e. This insurance does not apply to the rendering of or failure to render any "professional services".
- f. The limits of insurance afforded to the additional insured shall be the limits which you agreed in that "contract or agreement requiring insurance" to provide for that additional insured, or the limits shown in the Declarations for this Coverage Part, whichever are less. This endorsement does not increase the limits of insurance stated in the LIMITS OF

**INSURANCE (Section III) for this Coverage Part.**

**B. The following is added to Paragraph a. of 4. Other Insurance in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):**

However, if you specifically agree in a "contract or agreement requiring insurance" that the insurance provided to an additional insured under this Coverage Part 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 the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have entered into that "contract or agreement requiring insurance". But this insurance still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured under any other insurance.

**C. The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):**

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 injury" arising out of "your work" performed by you, or on your behalf, under a "contract or agreement requiring insurance" with that person or organization. We waive these rights only where you have agreed to do so as part of the "contract or agreement requiring insurance" with such person or organization entered into by you before, and in effect when, the "bodily

**COMMERCIAL GENERAL LIABILITY**

injury" or "property damage" occurs, or the "personal injury" offense is committed.

**D. The following definition is added to DEFINITIONS (Section V):**

"Contract or agreement requiring insurance" means that part of any contract or agreement under which you are required to include a person or organization as an additional insured on this Cov-

erage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed:

- a. After you have entered into that contract or agreement;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

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

## **BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)**

This endorsement modifies insurance provided under the following:  
**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**A. The following is added to WHO IS AN INSURED (Section II):**

Any person or organization that you agree in a "contract or agreement requiring insurance" to include as an additional insured on this Coverage Part, but only with respect to liability for "bodily injury", "property damage" or "personal injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of 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 "products-completed operations hazard".

Such person or organization does not qualify as an additional insured for "bodily injury", "property damage" or "personal injury" for which that person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- d. 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 Coverage Part.
- e. This insurance does not apply to the rendering of or failure to render any "professional services".
- f. The limits of insurance afforded to the additional insured shall be the limits which you agreed in that "contract or agreement requiring insurance" to provide for that additional insured, or the limits shown in the Declarations for this Coverage Part, whichever are less. This endorsement does not increase the limits of insurance stated in the **LIMITS OF**

**INSURANCE (Section III) for this Coverage Part.**

**B. The following is added to Paragraph a. of 4. Other Insurance in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):**

However, if you specifically agree in a "contract or agreement requiring insurance" that the insurance provided to an additional insured under this Coverage Part 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 the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have entered into that "contract or agreement requiring insurance". But this insurance still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured under any other insurance.

**C. The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):**

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 injury" arising out of "your work" performed by you, or on your behalf, under a "contract or agreement requiring insurance" with that person or organization. We waive these rights only where you have agreed to do so as part of the "contract or agreement requiring insurance" with such person or organization entered into by you before, and in effect when, the "bodily

## COMMERCIAL GENERAL LIABILITY

injury" or "property damage" occurs, or the "personal injury" offense is committed.

**D. The following definition is added to DEFINITIONS (Section V):**

"Contract or agreement requiring insurance" means that part of any contract or agreement under which you are required to include a person or organization as an additional insured on this Cov-

erage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed:

- a. After you have entered into that contract or agreement;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

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

## **BLANKET WAIVER OF SUBROGATION**

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 the endorsement.

Paragraph 5. **Transfer of Rights Of Recovery Against Others To Us** of the CONDITIONS section is replaced by the following:

**5. Transfer Of Rights Of Recovery Against Others To Us**

We waive any right of recovery we may have against any person or organization to the extent

required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

**Workers' Compensation and Employers' Liability Policy**

Named Insured STRATEGIC OUTSOURCING, INC. L/C/F BROWN REYNOLDS WATFORD ARCHITE 3023 HSBC WAY, SUITE 100	Endorsement Number
	Policy Number Symbol: WLR Number: C4857354A
Policy Period 03-01-2015 <b>TO</b> 03-01-2016	Effective Date of Endorsement 12-08-2015
Issued By (Name of Insurance Company) ACE AMERICAN INSURANCE COMPANY	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

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

This endorsement applies only to the insurance provided by the policy because California is shown in Item 3.A. of the Information Page.

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, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule, where you are required by a written contract to obtain this waiver from us.

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

**Schedule**

1.  **Specific Waiver**

Name of person or organization:

CITY OF SACRAMENTO DEPT OF PUBLIC WORKS  
 ATTN: AMY MARIE SMITH  
 FACILITIES & REAL PROPERTY MANAGEMENT  
 5730 24TH STREET, BLDG. 4  
 SACRAMENTO, CA 95822

**Blanket Waiver**

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. **Operations:**

PROJECT: ALL OPERATIONS

3. **Premium:**

The premium charge for this endorsement shall be INCLUDED percent of the California premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. **Minimum Premium :** INCLUDED

\_\_\_\_\_  
 Authorized Representative