

**Meeting Date:** 4/19/2016

**Report Type:** Consent

**Report ID:** 2016-00392

**Title: Lower American River Juvenile Salmon Acoustic Telemetry Study Contract: USFWS Habitat Restoration (G14140200)**

**Location:** Citywide

**Recommendation:** Pass a Motion authorizing the City Manager, or his designee, to execute a Professional Services Agreement with S. P. Cramer & Associates, Inc. in the amount of \$129,826 for work associated with the USFWS Habitat Restoration Project being administered by the City-County Office of Metropolitan Water Planning.

**Contact:** Tom Gohring, Executive Director, (916) 808-1993, Citywide and Community Support, Sacramento City-County Office of Metropolitan Water Planning

**Presenter:** None

**Department:** Community Support

**Division:** CCOMWP

**Dept ID:** 80004101

**Attachments:**

- 1-Description/Analysis
- 2-Background
- 3-Agreement

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### **City Attorney Review**

Approved as to Form  
Joe Robinson  
4/8/2016 4:30:17 PM

### **Approvals/Acknowledgements**

Department Director or Designee: Kathy Howard - 3/31/2016 3:12:53 PM

## Description/Analysis

**Issue Detail:** The City-County Office of Metropolitan Water Planning (CCOMWP) has partnered with the U.S. Bureau of Reclamation (Reclamation), U.S. Fish and Wildlife (FWS), California Department of Fish and Game, and Sacramento County Regional Parks on the Lower American River Salmonid Spawning Gravel Augmentation Project G14140200 (Project) since 2006. The purpose of the Project is to increase the availability of spawning gravel and rearing habitat for fall-run Chinook salmon and steelhead trout in the lower American River. This report recommends approval of a contract for data analysis and biological monitoring necessary to perform the Project. Pursuant to the Interagency Agreement that created the CCOMWP, the City's procedures are followed for all CCOMWP contracting activities.

**Policy Considerations:** This Project will aid fish habitat restoration efforts for the lower American River, consistent with goals of the Water Forum Agreement.

**Economic Impacts:** None.

### Environmental Considerations:

**California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA):** The Project is subject to both CEQA and NEPA. Reclamation is responsible for NEPA review. Reclamation prepared a Finding of No Significant Impact (FONSI) for the Project. The NEPA review process does not require action by the City.

The Project is exempt from CEQA review pursuant to CEQA Guidelines Section 15333, Small Restoration Projects. The project does not exceed five acres in size, will be undertaken for the purpose of restoring habitat for fish, would have no significant impact on endangered, rare or threatened species or their habitat, and would not otherwise result in any significant effects on the environment.

**Sustainability Considerations:** Implementation of the Project is consistent with the City of Sacramento's Sustainability Master Plan Goals:

Sustainability Goal No. 7 - Parks, Open Space, and Habitat Conservation are promoted by the second co-equal objective of the Water Forum Agreement "To preserve the fishery, wildlife, recreational, and aesthetic values of the lower American River."

**Commission/Committee Action:** None.

**Rationale for Recommendation:** The Lower American River Gravel Monitoring Project management team has asked S.P. Cramer & Associates, Inc. to continue providing its services through December 15, 2016 to perform technical work for an amount not to exceed \$129,826. S.P. Cramer & Associates, Inc. will provide an estimate of migration speed, survival and gross habitat associations for tagged juvenile Chinook Salmon as they move through the study reaches between spring and summer 2016. Field activities are expected to end by July 2016. Data results will be provided in PowerPoint slides to the Sacramento Water Forum and US Fish and Wildlife Service for review before being finalized.

S.P. Cramer & Associates, Inc. possesses an exceptional knowledge of the subject and has compiled extensive data regarding this Project that would be extremely difficult, if not impossible, to find in another vendor. Approval of this contract with S.P. Cramer and Associates will provide studies to support the efforts to monitor the effectiveness of the Lower American River Habitat Enhancement Program and will support adaptive management of the system. Staff biologists with U.S. Fish and Wildlife Service, and Reclamation, another partner, worked with S.P. Cramer & Associates staff to achieve the most cost effective scope and budget for the contract based on their funding priorities

**Financial Considerations:** This Project has no impact on the City's General Fund. On September 8, 2015, the Sacramento City Council authorized the execution of Agreement C2015-1717, a cooperative funding agreement, with USFWS for \$150,943. On February 2, 2016, an amendment was brought forward to increase that agreement by \$900,000 for the Project; total funding from all sources for the Project to date is \$8,674,694. There are sufficient Habitat Management Element Funds (Fund 7104) in the USFWS Habitat Restoration (G14140200) portion of the Project to cover the \$129,826 maximum for the contract with S.P. Cramer and Associates; currently the G14140200 unobligated budget is over \$950,000.

FUNDING SUMMARY

<u>Agency Awarding</u>	<u>Fiscal Year</u>	<u>Amount</u>	<u>City of Sacramento Agreement No.</u>
U.S. Bureau of	FY2006/07	\$ 600,000	2006-1211
Cooperative Funding	FY2009/10	151,000	2006-1211-1
Agreement	FY2011/12	430,000	2006-1211-2
		<u>\$ 1,181,000</u>	
Sacramento D.O.T.			
- mitigation, not a	FY2011/12	\$ 100,000	2010-0179
U.S. Fish and			
Wildlife Service	FY2010/11	\$ 148,695	2010-0694
Cooperative Funding	FY2011/12	253,773	2010-0694-1
Agreement	FY2011/12	99,000	2010-0694-2
	FY2012/13	255,660	2010-0694-3
	FY2012/13	395,283	2010-0694-4
	FY2013/14	45,760	2010-0694-5
	FY2013/14	440,000	2010-0694-6
	FY2013/14 & 15	150,000	2010-0694-7
		<u>\$ 1,788,171</u>	
U.S. Bureau of	FY2014/15	\$ 680,000	C2014-0914
Cooperative Funding	FY2014/15	400,000	C2014-0914-1
Agreement	FY2015/16	150,000	C2014-0914-2
\$4,554,580 Total	FY2016/16	600,000	C2014-0914-3
	FY2016/17 - 19	2,724,580	balance not allocated yet
		<u>\$ 4,554,580</u>	
U.S. Fish and	FY2015/16	\$ 150,943	C2015-1717
Cooperative Funding	FY2015/16	900,000	C2015-1717-1
#F15AC00809		<u>\$ 1,050,943</u>	
		<u>\$ 8,674,694</u>	

**Local Business Enterprise (LBE):** Not applicable.

## **Background Information:**

Reclamation operates facilities that regulate flows in the lower American River, which contains populations of anadromous Chinook salmon and threatened steelhead trout. Flow regulation and stream channel manipulations have modified anadromous salmonid habitat in the American River. Specifically, gravel is regularly lost from spawning sites on the river because of the construction and operation of Central Valley Project dams, bank protection projects, and other actions that reduce the availability of spawning gravel and rearing habitat in the American River downstream of Nimbus Dam.

In 2006 Reclamation approached the CCOMWP, on behalf of the Sacramento Region Water Forum, to assist Reclamation and other project partners in carrying out the Project. Assistance from the CCOMWP includes project planning, permitting, inter-agency coordination, and contracting. Pursuant to the Interagency Agreement that created the CCOMWP, the City's procedures are followed for all CCOMWP contracting activities.

This Project is consistent with the goals of the Fisheries and Instream Habitat Plan, which is incorporated into the River Corridor Management Plan (RCMP). The RCMP is a coordinated approach to management of the lower American River that was developed and endorsed by 38 organizations and local governments in 2002, including the City of Sacramento. The RCMP serves as the implementation vehicle for the Habitat Management Element (HME) of the Water Forum Agreement, of which the City of Sacramento is a signatory. The HME implements one of the Agreement's co-equal objectives, which is to preserve the fishery, wildlife, recreational, and aesthetic values of the lower American River.



Requires Council Approval:  No  YES Meeting: 4/19/16

Real Estate  Other Party Signature Needed  Recording Requested

General Information

Type: Professional Services Attachment: Original Number:
PO Type: Non-Comp-Prof Service Original Document Number:
\$ Not to Exceed: \$ 129,826.00 Original Contract Amount: \$

Other Party: S.P. Cramer & Associates, Inc. Deed:  None  Included  Separate

Project Name: LAR Juvenile Salmon Acoustic Telemetry Study

No. Certified Copies of Document:

Bid Transaction #: E/SBE-DBE-MWBE:

Department Information

Department: Citywide and Community Support Division: CCOMWP/Water Forum
Project Mgr: Tom Gohring Supervisor: Tom Gohring
Contract Services: Ana Ayala Date: 4/1/16 Division Mgr: Tom Gohring
Phone Number: 808-1993 Org Number: 80004101
Comment: Original is double-sided.

Review and Signature Routing

Table with columns: Department, Signature or Initial, Date. Rows for Accounting, Contract Services, and Division Manager.

City Attorney Signature or Initial Date
\* City Attorney: [Signature] 4-6-16

Send Interoffice Mail  Notify for Pick Up

Authorization Signature or Initial Date
Gohring, Tom
Department Director:
City Mgr: yes  No

Contract Cover/Routing Form: Must accompany ALL Contracts; however, is not part of the Contract

For City Clerk Processing
Finalized:
Initial:
Date:
Imaged:
Initial:
Date:
Received:
(City Clerk Stamp Here)

On Exhibit D, p. 6, check "yes" or "no" for E&O insurance - if "yes", you will need to get updated certificate showing current E&O coverage

OKAY Kef

PROJECT #:

PROJECT NAME: LAR Juvenile Salmon Acoustic Telemetry Study

DEPARTMENT: Citywide and Community Support

DIVISION: City-County Office of Metropolitan Water Planning

CITY OF SACRAMENTO

**PROFESSIONAL SERVICES AGREEMENT \***

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

S. P. Cramer & Associates, Inc.  
600 NW Fariss Road, Gresham, OR 97030  
Phone: (503) 491-9577 / Fax: (503) 465-1940

("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.

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\* This form to be used for all professional services, except professional services related to a construction project and professional services performed by architects, landscape architects, professional engineers, or professional land surveyors.

**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:**

S.P. Cramer & Associates  
NAME OF FIRM

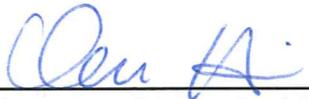
93-1055956  
Federal I.D. No.

388-077-80  
State I.D. No.

158080  
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**

Olivia Hipes, Controller  
Print Name and Title

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

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

- 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

## EXHIBIT A

### PROFESSIONAL SERVICES AGREEMENT

#### SCOPE OF SERVICES

#### 1. Representatives.

The CITY Representative for this Agreement is:

Tom Gohring, Executive Director  
City-County Office of Metropolitan Water Planning  
2831 G Street, Ste. 100, Sacramento, CA 95816  
Phone (916) 808-1998 / Fax: (916) 443-1255 / E-mail: [tgohring@waterforum.org](mailto:tgohring@waterforum.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:

Kirsten Sellheim, Science Operations Manager  
S.P. Cramer & Associates  
3300 Industrial Blvd, Suite 100, West Sacramento, CA 95691  
Phone: (916) 231-1681 / Fax: (916) 231-1688 / E-mail: [kirstens@fishsciences.net](mailto:kirstens@fishsciences.net)

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:

## **Lower American River Juvenile Salmon Acoustic Telemetry Study**

### ***2016 Concepts from Cramer Fish Sciences to the Sacramento Water Forum***

**Background:** Survival and migration rate of juvenile Chinook Salmon in the LAR is likely to vary in space and time based on hypothesized abiotic (habitat, temperature, flow) and biotic (predation) interactions. Between Watt Ave bridge and the confluence with the Sacramento River, habitat changes as gradient decreases and the river changes from gravel bedded with riffles, runs, side channels and other habitat features to a low-gradient channelized reach dominated by sand, silt and riprapped banks. These changes in habitat may affect survival because the uniform habitat resulting from channelization in the low-gradient reach provides advantages for pelagic predators such as black bass and striped bass. A lack of structure or shallow shoal habitat provides little refuge or facilitation of rearing opportunities for juvenile Chinook Salmon as they migrate and rear through this reach.

Early in the migration period juvenile salmon are smaller which makes them more susceptible to gape-limited predators. However, abiotic conditions may be more favorable. For example, lower temperatures may be closer to the Chinook Salmon optimum while reducing the metabolism of warm water predators. Flow may mediate mortality at any time of year but is likely related to magnitude. In the gravel bed reach flows that activate floodplain habitat or alternate migration routes (side channels) are likely to benefit juvenile salmon by reducing predator encounter rates. High flows may increase survival in the low-gradient reach by increasing turbidity which has been shown to reduce predation rates. Increases in flow that do not provide a mechanism for increased survival may produce little measurable effect on survival but may still be important for initiating migration behavior.

To estimate survival and travel time of juvenile Chinook Salmon in the LAR it will be essential to demarcate the relevant habitat types (e.g., gravel bed vs. low gradient; complex channel vs. channelized stream) and perform releases during different points in the migration period to maximize the chances of environmental variation (temperature and flow). Additionally, in 2016 a large JSATS array will be deployed from Tower Bridge to the Golden Gate. Thus, release performed in the LAR can also be tracked through the Delta and Bay to gain additional information on total migration survival as a function of timing.

**Methods:** Receivers will be deployed to create three specific reaches: two in the gravel bed reach and one in the low gradient reach. Fish will be released at Watt Ave. bridge and the first receiver will be established approximately 3 km downstream near the water diversion structure (Fairbairn Water Treatment Facility) to create the first reach (Reach 1). The next receiver will be deployed approximately 4.5 km downstream below Paradise Beach (Last gravel bar just above 80 bridge) to create Reach 2. Finally, two receivers will be deployed near the Jiboom Street Bridge to create the  $\approx$  6.5 km low gradient reach (Reach 3). The double receiver array will be needed so detection probabilities can be calculated and survival estimated as a separate parameter.

Two releases will be performed to maximize the potential for variation in fish size, water temperature and flow. The first release will occur as soon as fish achieve a size sufficient for tagging (6 g). The

## EXHIBIT B

### PROFESSIONAL SERVICES AGREEMENT

#### FEE SCHEDULE/MANNER OF PAYMENT

1. **CONTRACTOR's Compensation.** The total of all fees paid to the CONTRACTOR for the performance of all services set forth in Exhibit A, including normal revisions (hereafter the "Services"), and for all authorized Reimbursable Expenses, shall not exceed the total sum of \$ 129,826.00.
2. **Billable Rates.**

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



Lower American River Juvenile Salmon Acoustic Telemetry Study											
Objectives, and Tasks	Projected Hours					Labor Subtotal	Totals				
	\$225.00 Sr. Scientist IV	\$174.00 Sr. Scientist I	\$128.00 Project Manager	\$101.00 GIS Analyst	\$90.00 Biologist		\$54.00 Field Technician	Travel	Direct	Misc.	
<b>Objective 1 Deploy and test receivers</b>											
Task 1: Set up and deploy 5 receivers		8				24	24	75	14,975	200	20,098
Task 2: Range test of receiver stations		8				24	24	75	14,975	200	4,923
<b>Objective 1 Subtotal</b>	0	16	0	0	0	48	48	150	14,975	200	25,021
<b>Objective 2 Tagging and release of two groups of 150 juvenile Chinook salmon</b>											
Task 1: Surgical implantation of 300 tags		24	24			24	32	75	61,497	100	72,808
Task 2: Release of tag groups		24	24			16	16	50	2,304	100	2,354
<b>Objective 2 Subtotal</b>	0	24	24	0	0	40	48	125	61,497	100	75,162
<b>Objective 3 Service and download receivers</b>											
Task 1: Change batteries and download between releases						16	16	50	1,245	100	3,699
Task 2: Final download and retrieve receivers						16	16	50	2,304	100	2,354
<b>Objective 3 Subtotal</b>	0	0	0	0	0	32	32	100	1,245	100	6,053
<b>Objective 4 Data analysis and reporting</b>											
Task 1: Detection processing		4	16	40		24	24				6,784
Task 2: Data analysis		40				4	4				9,120
Task 3: Reporting	4	24									5,436
Task 4: Presentation to USFWS	6										1,350
Task 5: Project management	4										900
<b>Objective 4 Subtotal</b>	4	68	16	40	28	148	128	375	77,717	400	23,590
<b>Objective 4 Subtotal</b>	4	108	40	40	148	128	375	77,717	400	129,826	

**EXHIBIT D  
PROFESSIONAL SERVICES AGREEMENT**

**GENERAL PROVISIONS**

**1. Independent Contractor.**

- A. It is understood and agreed that CONTRACTOR (including CONTRACTOR's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither CONTRACTOR nor CONTRACTOR's assigned personnel shall be entitled to any benefits payable to employees of CITY. CITY is not required to make any deductions or withholdings from the compensation payable to CONTRACTOR under the provisions of this Agreement, and CONTRACTOR shall be issued a Form 1099 for its services hereunder. As an independent contractor, CONTRACTOR hereby agrees to indemnify and hold CITY harmless from any and all claims that may be made against CITY based upon any contention by any of CONTRACTOR's employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any Services under this Agreement. (As used in this Exhibit D, the term "Services" shall include both Services and Additional Services as such terms are defined elsewhere in this Agreement.)
- B. It is further understood and agreed by the parties hereto that CONTRACTOR, in the performance of its obligations hereunder, is subject to the control and direction of CITY as to the designation of tasks to be performed and the results to be accomplished under this Agreement, but not as to the means, methods, or sequence used by CONTRACTOR for accomplishing such results. To the extent that CONTRACTOR obtains permission to, and does, use CITY facilities, space, equipment or support services in the performance of this Agreement, this use shall be at the CONTRACTOR's sole discretion based on the CONTRACTOR's determination that such use will promote CONTRACTOR's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the CITY does not require that CONTRACTOR use CITY facilities, equipment or support services or work in CITY locations in the performance of this Agreement.
- C. If, in the performance of this Agreement, any third persons are employed by CONTRACTOR, such persons shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONTRACTOR. It is further understood and agreed that CONTRACTOR shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of CONTRACTOR's assigned personnel and subcontractors.
- D. The provisions of this Section 1 shall survive any expiration or termination of this Agreement. Nothing in this Agreement shall be construed to create an exclusive relationship between CITY and CONTRACTOR. CONTRACTOR may represent, perform services for, or be employed by such additional persons or companies as CONTRACTOR

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.

**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 actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, costs 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 "Liabilities"), including but not limited to Liabilities arising from personal injury or death, damage to personal, real or intellectual property or the environment, contractual or other economic damages, or regulatory penalties, arising out of or in any way connected with performance of or failure to perform this Agreement by CONTRACTOR, any sub-consultant, subcontractor or agent, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, whether or not (i) such Liabilities are caused in part by a party indemnified hereunder or (ii) such Liabilities are litigated, settled or reduced to judgment; provided that the foregoing indemnity does not apply to liability for any damage or expense for death or bodily injury to persons or damage to property to the extent arising from the sole negligence or willful misconduct of CITY, its agents, servants, or independent contractors who are directly responsible to CITY, except when such agents, servants, or independent contractors are under the direct supervision and control of CONTRACTOR.
- 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

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

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

## 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

**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,



**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

OP ID: MA

DATE (MM/DD/YYYY)

01/12/2016

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

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

<b>PRODUCER</b> Davidson & Assoc Insurance 610 Esther St Ste 101 Vancouver, WA 98660 Bruce Davidson		<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: <b>CROME-1</b>		FAX (A/C, No):
<b>INSURED</b> S.P. Cramer & Associates Inc. Cramer Fish Sciences 600 NW Fariss Rd Gresham, OR 97030		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: <b>Travelers Casualty Ins Co</b> INSURER B: <b>Travelers Indemnity Company</b> INSURER C: INSURER D: INSURER E: INSURER F:		<b>NAIC #</b> 19046 25666

**COVERAGES**

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X		6809B449289	06/18/2015	06/18/2016	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000
	<input checked="" type="checkbox"/> Business Owners						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY			BA9B491596	06/18/2015	06/18/2016	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"/> SCHEDULED AUTOS						PROPERTY DAMAGE (PER ACCIDENT) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						\$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS						\$
B	UMBRELLA LIAB			CUP9B491050	06/18/2015	06/18/2016	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE						\$
	DEDUCTIBLE \$						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		Y/N	UB2D781569	06/18/2015	06/18/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	PROFESSIONAL LIAB			15984224	08/23/2014	08/23/2015	OCCURRENCE 2,000,000
	Retro Dte-10/25/02						AGGREGATE 2,000,000

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

RE: Lower American River

SEE ATTACHED HOLDER NOTES FOR ADDITIONAL INSURED WORDING

**CERTIFICATE HOLDER****CANCELLATION**

<b>CITYSAC</b>  City of Sacramento Water Forum 2831 G St Ste 100 Sacramento, CA 95816	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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**NOTEPAD:**HOLDER CODE CITYSAC  
INSURED'S NAME S.P. Cramer & Associates Inc.CRAME-1  
OP ID: MAPAGE 2  
Date 01/12/2016

RE: Lower American River

The City of Sacramento, its officials, employees shall be covered as additional insureds as respect General Liability and Auto arising out of activities performed by or on behalf of Contractor, products and completed operations of Contractor, and premises owned, leased or used by Contractor. Coverage is primary and non-contributory. Additional insured wording does not apply to Professional Liability.

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

## **ADDITIONAL INSURED (CONTRACTORS)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

**NAME OF PERSON(S) OR ORGANIZATION(S):**

CITY OF SACRAMENTO

2831 G STREET

SUITE 100

SACRAMENTO

CA 95816

**PROJECT/LOCATION OF COVERED OPERATIONS:**

RIVER NEAR SACRAMENTO

1. WHO IS AN INSURED – (Section II) is amended to include the person or organization shown in the Schedule above, but:
  - a) Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
  - b) If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" on or for the project, or at the location, shown in the Schedule. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.
2. The insurance provided to the additional insured by this endorsement is limited as follows:
  - a) In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by a "written contract requiring insurance" for that additional insured, the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits Of Insurance.
  - b) The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
    - i. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
    - ii. Supervisory, inspection, architectural or engineering activities.
  - c) The insurance provided to the additional insured does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless a "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage

## COMMERCIAL GENERAL LIABILITY

- or the end of the policy period, whichever is earlier.
3. The insurance provided to the additional insured by this endorsement is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover under this endorsement. However, if a "written contract requiring insurance" for that additional insured specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But the insurance provided to the additional insured by this endorsement still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under such "other insurance".
  4. As a condition of coverage provided to the additional insured by this endorsement:
    - a) The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:
      - i. How, when and where the "occurrence" or offense took place;
      - ii. The names and addresses of any injured persons and witnesses; and
      - iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.
    - b) If a claim is made or "suit" is brought against the additional insured, the additional insured must:
      - i. Immediately record the specifics of the claim or "suit" and the date received; and
      - ii. Notify us as soon as practicable.The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
    - c) The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
    - d) The additional insured must tender the defense and indemnity of any claim or "suit" to any provider of "other insurance" which would cover the additional insured for a loss we cover under this endorsement. However, this condition does not affect whether the insurance provided to the additional insured by this endorsement is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured as described in paragraph 3. above.
  5. The following definition is added to SECTION V. – DEFINITIONS:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

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

POLICY NUMBER: 680-9B449289-15-42

COMMERCIAL GENERAL LIABILITY

ISSUE DATE: 06/22/2015

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

## **WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

**Name of Person or Organization:**

CITY OF SACRAMENTO

2831 G ST STE 100  
SACRAMENTO

CA 95816

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

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV-COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or

damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazards." This waiver applies only to the person or organization shown in the Schedule above.



ONE TOWER SQUARE  
HARTFORD, CT 06183

**WORKERS COMPENSATION  
AND  
EMPLOYERS LIABILITY POLICY**

**ENDORSEMENT WC 04 03 06 (01) - 002**

POLICY NUMBER: (IJUB-2D78156-9-15)

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

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

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

THE ADDITIONAL PREMIUM FOR THIS ENDORSEMENT SHALL BE 1.000 % OF THE CALIFORNIA WORKERS' COMPENSATION PREMIUM OTHERWISE DUE ON SUCH REMUNERATION.

**SCHEDULE**

PERSON OR ORGANIZATION	JOB DESCRIPTION
CITY OF SACRAMENTO	ONGOING WATER FLOW MONITORING AND GRAVEL MONITORING FOR THE CITY

DATE OF ISSUE: 12-17-15

ST ASSIGN: