CITY CLERK'S COPY

PROJECT #: 262974
PROJECT NAME: Oak Park Gym Architectural Services
DEPARTMENT: General Services
DIVISION: Facility Development
CITY OF SACRAMENTO

CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made at Sacramento, California, as of OCTOBER 31, 2006, by and between the **CITY OF SACRAMENTO,** a municipal corporation ("CITY"), and

Dahlin Group
5865 Owens Drive
Pleasanton, CA 94588
Phone (925) 251-7200 / Fax (925) 251-7201

("CONSULTANT"), who agree as follows:

1. **Services.** Subject to the terms and conditions set forth in this Agreement, CONSULTANT shall provide to CITY the services described in Exhibit A. CONSULTANT shall provide said services at the time, place, and in the manner specified in Exhibit A. CONSULTANT shall not be compensated for services outside the scope of Exhibit A unless prior to the commencement of such services: (a) CONSULTANT notifies CITY and CITY agrees that such services are outside the scope of Exhibit A; (b) CONSULTANT 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 CONSULTANT 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 CONSULTANT for the services rendered pursuant to this Agreement unless pursuant to Section 1, above, CITY approves additional compensation for additional services. CONSULTANT 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 CONSULTANT uses for billing clients similar to CITY.

3. **Facilities and Equipment.** Except as set forth in Exhibit C, CONSULTANT 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 CONSULTANT 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 CONSULTANT 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.

CITY
AGREEMENT NO. 2006-1210

CITY
AGREEMENT NO. 2006-1210

CITY CLERK'S COPY

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. CONSULTANT 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 CONSULTANT hereby represents and warrants that he/she is fully authorized to sign this Agreement on behalf of CONSULTANT and to bind CONSULTANT 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: _____

Marty Hanneman, Assistant City Manager
For: Ray Kerridge, City Manager

APPROVED TO AS FORM:

_____
City Attorney

ATTEST:

_____
City Clerk 11-7-06

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

CONSULTANT:

DAHLIN GROUP, INC.
NAME OF FIRM

94-2455290
Federal I.D. No.

State I.D. No.

147462
City of Sacramento Business Op. Tax Cert. No.

TYPE OF BUSINESS ENTITY *(check one)*:

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

_____
Signature of Authorized Person

KARL DANIELSON, VICE PRESIDENT
Print Name and Title

_____
Additional Signature *(if required)*

_____
Print Name and Title

CITY AGREEMENT NO. 2006-1210

CITY
AGREEMENT NO. 2006-1210

DECLARATION OF COMPLIANCE
Equal Benefits Ordinance

Name of Consultant: DAHLIN GROUP, INC.

Address: 5865 OWENS DRIVE, PLEASANTON, CA 94588

The above named Consultant ("Consultant") hereby declares and agrees as follows:

1. Consultant 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, Consultant 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 AOrdinance@).

3. Consultant 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

   Consultant agrees that if Consultant offers any of the above-listed employee benefits, Consultant 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. Consultant understands that Consultant 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, Consultant will not be required to provide the benefit, nor shall it be deemed discriminatory, if Consultant requires the employee to pay the monetary difference in order to provide the benefit to the domestic partner or to the spouse.

   b. If Consultant is unable to provide a certain benefit, despite taking reasonable measures to do so, if Consultant provides the employee with a cash equivalent Consultant will not be deemed to be discriminating in the application of that benefit.

   c. If Consultant provides employee benefits neither to employee's spouses nor to employee's domestic partners.

   d. If Consultant provides employee benefits to employees on a basis unrelated to marital or domestic partner status.

   e. If Consultant 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

CITY
AGREEMENT NO. 2006-1210

after the first open enrollment process following the date this Agreement is executed by the City of Sacramento ("City"). Consultant 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. Consultant 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 Consultant 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 Consultant cannot end discrimination in employee benefits despite taking all reasonable measures to do so, Consultant provides a cash equivalent to eligible employees for whom employee benefits are not available. Unless otherwise authorized in writing by the City Manager, Consultant 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. Consultant understands that failure to comply with the provisions of Section 4(a) through 4(i), above, will subject Consultant 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. Consultant 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. Consultant further agrees to maintain a copy of each such letter provided, in an appropriate file for inspection by authorized representatives of the City. Consultant also agrees to prominently display a poster informing each employee of these rights.

7. Consultant understands that Consultant 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. Consultant 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 Consultant.

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 Consultant to the provisions of this Declaration.

Signature of Authorized Representative

10/20/06
Date

KARL DANIELSON
Print Name

VICE PRESIDENT
Title

CITY
AGREEMENT NO. 2006-1210

EXHIBIT A

CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT

SCOPE OF SERVICES

1. **Representatives.**

The CITY Representative for this Agreement is:

Yadi Kavakebi, Project Manager
5730 24th Street, Bldg. #4
Sacramento, CA 95822
Phone (916)808-8432 / Fax (916)808-8337

All CONSULTANT questions pertaining to this Agreement shall be referred to the CITY Representative or the Representative's designee.

The CONSULTANT Representative for this Agreement is:

Karl Danielson
5865 Owens Drive
Pleasanton, CA 94588
Phone (925)251-7200 / Fax (925)251-7201

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

2. **Professional Liability Insurance.** Professional Liability (Errors and Omissions) insurance **is** required for this Agreement. (See Exhibit D, Section 11, for complete insurance requirements.)

3. **Scope of Services.**

The services provided shall be as set forth in Attachment 1 to Exhibit A, attached hereto and incorporated herein.

4. **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.

AGREEMENT EXPIRES DECEMBER 28, 2008

CITY
AGREEMENT NO. 2006-1210

ATTACHMENT 1 TO EXHIBIT A

I. Project Description

The project is a new community gymnasium/ multi-purpose building located adjacent to the Oak Park Community Center on Martin Luther King Blvd., Sacramento, California.

II. Building Program

a. The building will be +/-10,530 sq. ft., single-story, A2.1 occupancy, Type V-1 hour, fully-sprinklered with sprinkler substituted for 1-hour construction based on the Conceptual Plan dated September 5, 2006 (attached). The building program will be:

Gymnasium:	7,500 sq. ft.
Office:	150 sq. ft.
Storage:	500 sq. ft.
Performance Platform:	1,150 sq. ft.
Men's Restroom:	340 sq. ft.
Women's Restroom:	450 sq. ft.
Circulation:	200 sq. ft.
Utilities:	240 sq. ft.
TOTAL	**10,530 sq. ft.**

b. The building design will allow for 3,000 sq. ft. of future expansion for additional multi-purpose community rooms. Future expansion is not part of this project scope.

c. By prior agreement with the local Building Department, restroom facilities will provide for:

Men's Room:	3 toilets, 3 urinals, 3 lavatories
Women's Room:	7 toilets, 5 lavatories
Drinking Fountains:	3

d. The Gymnasium will be primarily used for basketball/recreation but also the ability to host community events with a performance platform at one side. The Gymnasium floor will be a synthetic surface. Bleacher seating will not be provided.

e. The gymnasium shall allow for one full-length high school basketball court, two regulation volleyball courts, and two short basketball courts in the opposite direction. Retractable basketball backboards will be provided with an add-alternate for motorized basketball backboards.

f. The performance stage will be for soft presentations only (i.e. non-theatrical) and will not require light bars or microphone drops. The gymnasium shall be designed acoustically to allow for speech and music performances.

CITY
AGREEMENT NO. 2006-1210

g. A covered canopy will be provided as an add-alternate between the existing Community Center and the new Gymnasium. This canopy shall be structurally independent from either facility and subject to Fire Department approval for access requirements.

h. The project will participate in the Arts in Public Places program. The public art is not part of the project budget. Public art will be incorporated as part of the monument signage or entry walkway. It will not be part of the building.

i. A scoreboard and public address system will be provided.

j. A security system with exterior cameras. The system will connect to the existing system at the adjacent community center.

III. Site Work

a. The extent of site work is indicated on the attached Scope of Work plan.

b. Provide 20-foot wide, all-weather, fire access road per Fire Department requirements. It is anticipated that a road will extend from San Carlos Way.

c. Provide new utility services for the building. No utilities will be shared with existing structures. Provide new fire protection service from Martin Luther King Blvd.

d. The existing concrete amphitheatre platform and lawn amphitheatre shall remain.

e. Provide a new children's outdoor play area with existing play equipment relocated.

f. Provide an add-alternate for new play equipment.

g. Provide one exterior basketball court with nightlights.

h. Provide an add-alternate for a second exterior basketball court.

i. Master planning concept for the remainder of the site is not required.

j. Provide landscape, hardscape, and required pedestrian lighting within the Scope of Work area.

k. No additional parking, trash enclosures, or improvements to the existing parking lot are required.

IV. L.E.E.D.

The building is required to be L.E.E.D. Silver Certified. The City will provide a Building Commissioning Consultant and pay all applicable fees.

CITY
AGREEMENT NO. 2006-1210

V. Consultant Services

Architect will provide Consultant services for the following:

a. Architectural
b. Structural
c. Mechanical
d. Electrical
e. Plumbing
f. Civil
g. Landscape and Irrigation
h. Interior Design and Finishes
i. Title 24 Energy Compliance
j. Cost Estimator
k. Acoustical

Performance Specs only will be provided for Fire Protection System. Construction Documents for fire protection will be provided on a design/build basis through the General Contractor. The City will be responsible for providing all other Consultant services if not specifically listed above.

VI. Geotechnical Engineer

The services of a Geotechnical Engineer are required and will be provided by the City. The City has provided a Geotechnical Report by Youngdahl Consulting Group, Inc. dated April 24, 2006.

VII. Programming and Conceptual Plan

By previous Contract, the Architect has completed the building Program, Conceptual Floor Plan, and Conceptual Fire Access Plan. These plans have been reviewed by the City and will be the basis for Schematic Design. Architect has provided six (6) sets of documents for the City's use.

VIII. Schematic Design Phase

Upon receipt of written Notice to Proceed, the Consultant shall:

a. Interview various City staff and interested individuals to obtain information necessary to develop the Schematic Design. (Maintain written records of each meeting)

b. Attend and administer City project design team meeting to discuss concept and approach to building design (Maintain written records of each meeting)

c. Participate in the incorporation of Art in Public Places Program as part of the project.

CITY
AGREEMENT NO. 2006-1210

d. Meet with various City departments and review committees to discuss code analysis summary / diagrams and plans with graphic explanations / street and parking concerns. Demonstrate that the design meets or complies with the various requirements. Meet with SMUD to review energy conservation performance in excess of Title 24 requirements and establish possible levels of performance and related rebates or incentives, provide value-engineering tradeoffs. Also meet with other agencies (such as County Health, etc.) as necessary for review of design issues. Include written reports of discussions and conclusions.

e. The Architect shall prepare Schematic Design Documents including the following:

1. Site Plan
2. Floor Plan
3. Exterior Elevation (colored)
4. Cost Estimate

Architect will review site plan and floor plan with the Parks and Recreation Department. After their approval, Architect will prepare three (3) exterior elevation designs for City Review.

IX. Design Review

Architect will prepare presentation exhibits for Public review and City approval of the Schematic Design. Architect will attend and present the project at the following meetings:

a. Parks Advisory Committee (1)
b. R.A.C. (1)
c. Design & Review (1)

X. 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, the Consultant shall:

a. Prepare Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the Project as to architectural, structural, mechanical, and electrical systems, materials, and such other elements as may be appropriate.

b. Prepare the structural engineering documents to further establish and refine the structural systems developed in the Schematic Design phase to establish the basic structural system layout and dimensions, foundation design, sizing of major structural components, critical clearances and specifications. The documents shall be as follows:

1. Foundation plan indicating appropriate size, shape, and location of footings.

CITY
AGREEMENT NO. 2006-1210

2. Floor plans indicating vertical structural components, i.e., columns, lateral resisting the frames and sheers walls to be strengthened or added.
3. Floor framing plan indicating the layout and sizes of primary structural system components.
4. Roof framing plan indicating layout and sizes of primary structural system components.
5. Primary building cross sections indicating primary structural systems components.
6. Typical construction details.
7. Outline specifications.
8. Material & Color Board.
9. Colored Rendering.
10. Title 24 update.

c. Prepare the Mechanical Engineering documents to further establish and refine the plumbing, HVAC, and fire sprinkler systems developed in the Schematic Design phase to establish the basic system layouts, equipment sizes, capacities, and space requirements, acoustic, and vibration control, and visual impacts. The document shall be as follows:

1. Piping and air duct distribution plans.
2. Fixture and equipment plans.
3. Outline fixtures and equipment schedules.
4. Roof drainage plan.
5. Typical construction details.
6. Outline specifications for plumbing, HVAC, and fire sprinkler systems.
7. Title 24 update.

d. Prepare the Electrical Engineering documents to further establish and refine the electrical power and lighting systems developed in the Schematic Design phase and to establish the basic system layouts, equipment sizes, capacities and space requirements. The documents shall be as follows:

1. Power and lighting plans.
2. Outline fixture and equipment schedules.
3. Typical construction details.
4. Outline specifications.
5. Title 24 update.

e. Prepare Civil Engineering documents to establish preliminary site grading, drainage, and utility plans to establish the scope and primary details for the on site civil engineering work and offsite connections and tree removal plan. The documents shall be as follows:

1. Preliminary demolition plan.
2. Preliminary site grading plan.
3. Preliminary surface and storm drainage plan.
4. Preliminary site utility plan.
5. Preliminary site cross sections.
6. Typical construction details.
7. Outline specifications.

CITY
AGREEMENT NO. 2006-1210

f. Prepare the Landscape Architectural documents to further establish and refine the conceptual landscape/hardscape site plans approved by the City to establish the final scope and preliminary details for landscape architectural work. The documents shall be as follows:

1. Conceptual landscape/hardscape plans.
2. Preliminary finish site grading and surface drainage plans (street, curb, gutter, and parking lot excluded.)
3. Preliminary site planting plans.
4. Preliminary site irrigation.
5. Typical construction details.
6. Outline plant materials and site accessories/furniture schedules.
7. Statement of site lighting concept and light fixture selection.
8. Outline specifications.

g. Prepare a cost estimate based on the approved Design Development documents.

h. Provide six (6) sets of documents for City review and approval.

XI. 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 the Consultant shall:

a. Prepare and submit for review by the City and other designated groups, Construction Documents consisting of the working drawings and the project manual setting forth the requirements for the construction of the Project. The City shall provide the Facility Management Manual for Contracts for coordination and inclusion. Documents shall as a minimum include:

1. Cover sheet with names and phone numbers of each consultant, sheet index, vicinity map, and building code criteria
2. Architectural Documents
3. Structural Engineering Documents
4. Mechanical Engineering Documents
5. Plumbing Engineering Documents
6. Electrical Engineering Documents
7. Project Specifications – broken into CSI 16 Division format
8. Update the Design Development binder which includes all the detailed cut sheets of materials specified in construction documents broken down to conform to the 16 division CSI format for City use at 50% construction document submittal.

b. The Architect shall prepare project specifications in C.S.I. (MasterSpec 1995) format for sections 2-16. The City shall prepare front-end specification (Division 0-1) that includes bidding requirements, contract forms, contract conditions (general and supplementary,) bonding, and insurance requirements.

CITY
AGREEMENT NO. 2006-1210

c. Submit 6 sets of the above-mentioned Construction Documents for review and make corrections as necessary for approval by Building Inspections Division. Coordinate with City for Department cover letter and verify with Building inspection the exact materials required for inclusion within the submittal.

d. Plan check comments from the City shall be incorporated into the project manual and drawings as necessary to obtain building permit. Architect will respond to a single complete plan checklist. If additional plan checklists or items are required, Architect will provide response and resubmittal as additional services. Plan check comments shall be incorporated into the project manual and drawings prior to bidding.

e. Submit 6 sets of the above-mentioned Construction Documents for review and approval at 50% and 100% completion.

XII. Bidding Phase

The Consultant shall assist in the progress of competitively bidding the construction documents, and shall assist the City in the following manner:

a. The City will be the administrator of the Construction Contract and will coordinate the Bid phase and negotiation of the Construction Contract.

b. Architect shall attend the pre-bid conference.

c. Architect shall respond to questions from bidders or proposers and clarify or interpret the bidding documents.

XIII. Construction Phase

The Consultant shall review the progress of construction to determine if the work is performed in accordance with the Contract Documents, and shall assist the City in the following manner:

a. The duration of construction will be set based on the General Contractors Contract schedule. The Architect will limit his Scope of Services to this duration. Should the duration of construction extend beyond this timeframe, the Architect may be entitled to additional compensation per Exhibit B, Paragraph 5 of this Agreement. The City will assign staff to act as the Project Construction Manager. The Construction Manager will be the administrator of the Construction Contract, and the General Contractor will communicate through him to the Architect, therefore the Architect will limit his services to:

   1. Attend pre-construction conference.

CITY
AGREEMENT NO. 2006-1210

2. Attend construction meetings when requested by the City Administrator. Site meetings for the Architect and his Consultants will be limited to a maximum of:

   a. Architect – (20)
   b. Structural – (3)
   c. Mechanical/Plumbing – (2)
   d. Electrical – (2)
   e. Landscape – (3)
   f. Civil – (2)
   g. Acoustical – (0)
   h. L.E.E.D. – (2)

   The City Administrator shall be responsible for meeting minutes and distribution.

3. Site walks to confirm the work is in general conformance with the intent of the Construction Documents. Prepare site walk field reports.

4. Respond to Requests for Information (RFI's) after Construction Manager has reviewed them and determined that the Architect should respond. Architect will issue drawing revisions as required to clarify the requirements of the contract documents.

5. Review shop drawings, samples, and other submittals from the Contractor. (Substitutions will be limited to items identified at Bidding.)

6. Review Change Order requests submitted by Contractor after City's review for compliance with the Contract.

7. Prepare a final punch list.

8. The Architect shall be a representative of and shall advise and consult with the City during Construction until final payment to the Contractor is due. The Architect shall have authority to act on behalf of the City only to the extent provided in this Agreement unless otherwise modified by written instrument.

9. The Architect shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, these are solely the Contractor's responsibility. Architect shall not be responsible for the Contractor's schedules or failure to carry out the Work in accordance with the Contract Documents. The Architect shall not have control over or charge of acts or omissions of the Contractor, Sub-Contractor's, or their agents or employees, or of any other persons performing the Work.

10. The Architect shall at all times have access to the Work upon notification to the City.

CITY
AGREEMENT NO. 2006-1210

11. Except as may otherwise be provided in the Contract Documents or when direct communications have been specifically authorized, the Architect and Contractor shall communicate through the City Representative. Communications by and with the Architect's Consultant's shall be through the Architect.

12. Whenever the Architect, with approval of the City, considers it necessary or advisable for implementation of the intent of the Contract Documents, the Architect will have authority to require additional inspection or testing of the Work in accordance with the provisions of the Contract.

13. The Architect shall review and return with no exceptions noted, or take other appropriate action upon Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action shall be taken with reasonable promptness as provided in the project manual, while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designed by the Contractor, all of which remain the responsibility of the Contractor to the extent required by the Contract Documents. The Architect's review shall not constitute approval of safety precautions or of construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component. When professional certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, the Architect shall be entitled to rely upon such certification to establish that the materials, systems, or equipment will meet the performance criteria required by the Contract Documents.

XIV. Project Costs

a. The preliminary project budget has been established at $4,000,000. The budget does not include soft costs or furniture, fixtures, or equipment.

b. Architect will provide cost estimates at the end of the following phases:

   1. Schematic Design.
   2. Design Development.
   3. Construction Documents.

c. Evaluations of the City's Project Budget, preliminary estimates of Construction Cost and detailed estimates of Construction Cost, if any, prepared by the Architect, represent the Architect's best judgment as a design professional familiar with the construction Industry. It is recognized, however, that neither the Architect nor the City has control over the cost of labor, materials, or equipment, over the Consultant's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and

CITY
AGREEMENT NO. 2006-1210

does not warrant or represent the bids or negotiated prices will not vary from the City's Project budget or from any estimate of Construction Cost or evaluation prepared or agreed to by the Architect.

XV. 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.

b. Services required due to a Major Project Change are Additional Services.

c. No additional compensation shall be paid for changes which do not constitute a Major Project Change.

d. When Consultant and City fail to agree as to whether or not any Work is Additional Services, Consultant shall nevertheless immediately perform such Work upon receipt from City of written order to do so. Within ten (10) calendar days after receipt of such order, Consultant may submit written protest to City, specifying in detail what Additional Services are required and approximate change in cost resulting therefrom. At no time shall Consultant stop performance of the Work pending resolution of a dispute unless ordered in writing by the City to do so.

    1. Failure to submit such protest within the period specified shall constitute waiver of any and all right to Additional Services of the time for performance of the Work, and Consultant thereafter shall not be entitled to Additional Services or the time for performance of the Work. For any such Work which is found to be Additional Services and as to which of the above requirements have been met, the Agreement Price and time for performance of the Work will be adjusted.

e. Any dispute arising under or related to performance of the Agreement, after all remedies and provisions of the Agreement have been exhausted, may be resolved by arbitration, if both parties specifically agree to arbitration in writing.

    1. All claims which the parties are aware of, or should, with reasonable diligence, be aware of, will be submitted to the arbitrator in the request for arbitration. Those claims not so submitted shall be deemed as withdrawn.

    2. A request for arbitration by Consultant shall be made no later than thirty (30) calendar days after date of service in person or by mail on the Consultant of the final written decision by City on the dispute.

    3. Whether decided by arbitration, by a court of competent jurisdiction or otherwise, attorney's fees and costs will be allowed to the prevailing party.

CITY
AGREEMENT NO. 2006-1210

XVI. Project Design and Construction Schedule

a. The Consultant agrees that their services can be rendered in conformance with the project Schedule attached hereto and incorporated by this reference.

XVII. Project Meetings & Presentations

The Architect shall include the following number of review meetings and presentations. Additional meetings will be provided as an additional service when requested by the City.

Schematic Design

Parks and Recreation Dept./City Staff	2

Design Review

Park Advisory Committee	1
R.A.C.	1
Design Review Board	1

Design Development

Parks and Recreation Dept./City Staff	2

Construction Documents

Parks and Recreation Dept./City Staff	2

XVIII. Renderings

Architect will provide one color rendering.

XIX. Revisions

Architectural work that is required to be revised after Program or Schematic Design approval due to changes by the City or its committees shall be done as an additional service on an hourly basis.

XX. Work Not Included

The following items are not included within the project scope or fee:

a. Entitlement processing, including EIR, traffic studies, biological or other land use or environmental studies.
b. Renderings, models, or graphic presentation material other than those specifically listed.
c. Public presentations or meetings other than those specifically listed.
d. Phase building, multiple permits, multiple bid sets, or fast track construction.
e. Consultant services, other than those specifically listed.

CITY
AGREEMENT NO. 2006-1210

f. Data, AV, PA, telephone, security, or other "special" electrical systems.
g. Design for E occupancy.
h. Commissioning Consultant.
i. Certified playground equipment audit.
j. Life cycle cost analysis.
k. Design of public address/ music amplification system.
l. Storm water pollution prevention plan (will be provided by General Contractor.)
m. Fees for permits, registration, or review by agencies or other entities.
n. Horticultural soils testing.
o. L.E.E.D. audit.
p. Site lighting photometrics.
q. Fire protection drawings.
r. Approval of Contractor payment applications.
s. Multiple plan check responses and resubmittals.
t. Certificate of Substantial Completion (will be provided by the City).

XXI. Fee Schedule

Services shall be compensated with the following fixed fees:

	BLDG & SITE	L.E.E.D.	TOTAL
a. Programming	Completed		
b. Schematic Design	$48,000	$12,000	$60,000
c. Design Review	$4,000	$0	$4,000
d. Design Development	$92,000	$32,000	$124,000
e. Working Drawings	$138,000	$38,000	$176,000
SUBTOTAL	**$282,000**	**$82,000**	**$364,000**
f. Construction Administration	$66,000	$3,000	$69,000
TOTAL FEE	**$348,000**	**$85,000**	**$433,000**
g. Reimbursables (Estimated Allowance)			**$26,000**
TOTAL			**$459,000**

XXII. Retainer

Retainer is not required.

XXIII. Payments

Invoices will be monthly based on the percentage completed for fixed fee phases and hourly rates for hourly phases. Invoices are due upon presentation. Owner shall

CITY
AGREEMENT NO. 2006-1210

review invoices and contract the Architect within seven (7) days, if there are any questions or problems that would delay payment. Invoices become delinquent if not paid within sixty (60) days of the date of invoice. Past due invoices are subject to a late charge of 1.5% per month.

XXIV. Reimbursable Expenses:

The following is a good faith estimate of reimbursable expenses. This amount will not be exceeded without the City's approval.

Blueprints	
Schematic Design	$6,000
Design Development	$8,000
Construction Documents	$12,000
TOTAL	**$26,000**

Architect will provide three (3) sets of plans and specifications at completion of Schematic Design, Design Development, and Construction Documents. Architect will also provide electronic versions of all documents in Adobe Acrobat PDF format on CD ROM discs. Additional copies and all copies for bidding and construction will be provided by the City.

Overnight delivery services will only be used when specifically requested by the City and are not included in the reimbursable expenses.

XXV. Project Representative

The following is the City's Representative and has the authority to direct the Architect and approve drawings, request changes, and approve additional services:

Mr. Yadi Kavakebi
Mr. Kirk Thompson

XXVI. Hazardous Materials

The City shall provide all services relating to hazardous or toxic waste removal, including but not limited to, asbestos removal or disposal, asbestos detection and abatement of all such hazards.

END OF ATTACHMENT "1" TO EXHIBIT A

CITY
AGREEMENT NO. 2006-1210

EXHIBIT B

CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT

FEE SCHEDULE/MANNER OF PAYMENT

1. **CONSULTANT's Compensation.** The total of all fees paid to the CONSULTANT 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 **$459,000.00.**

2. **Billable Rates.** CONSULTANT 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. *[Attach list of billable rates that apply, labeled "Attachment 1 to Exhibit B".]*

3. **CONSULTANT's Reimbursable Expenses.** Reimbursable Expenses shall be limited to actual expenditures of CONSULTANT 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 CONSULTANT.**

   A. Payments to CONSULTANT shall be made within a reasonable time after receipt of CONSULTANT's invoice, said payments to be made in proportion to services performed or as otherwise specified in Attachment 1 to Exhibit B. CONSULTANT may request payment on a monthly basis. CONSULTANT 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 CONSULTANT 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.

CITY
AGREEMENT NO. 2006-1210

C. Items shall be separated into Services and Reimbursable Expenses. Billings that do not conform to the format outlined above shall be returned to CONSULTANT for correction. CITY shall not be responsible for delays in payment to CONSULTANT resulting from CONSULTANT's failure to comply with the invoice format described below.

D. Requests for payment shall be sent to:

Yadi Kavakebi
5730 24th Street, Bldg. #4
Sacramento, CA 95822

5. **Additional Services.** Additional Services are those services related to the scope of services of CONSULTANT 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 CONSULTANT.** During performance of this Agreement and for a period of three (3) years after completing all Services and Additional Services hereunder, CONSULTANT shall maintain all accounting and financial records related to this Agreement, including, but not limited to, records of CONSULTANT's costs for all Services and Additional Services performed under this Agreement and records of CONSULTANT'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.** CONSULTANT shall pay, when and as due, any and all taxes incurred as a result of CONSULTANT's compensation hereunder, including estimated taxes, and shall provide CITY with proof of such payment upon request. CONSULTANT hereby agrees to indemnify CITY for any claims, losses, costs, fees, liabilities, damages or injuries suffered by CITY arising out of CONSULTANT's breach of this Section 7.

CITY
AGREEMENT NO. 2006-1210

CIVIL

BKF Engineers

Title	Hourly Rate
Associate Engineer	$150
Project Manager	$142
Surveying Project Manager	$142
Senior Construction Administrator	$140
Engineer IV	$131
Surveyor IV	$131
Engineer III	$120
Surveyor III	$120
Field Engineer III	$119
Field Surveyor	$118
Survey Party Chief	$118
Senior Planner	$110
Engineer II	$106
Surveyor II	$106
Associate Planner	$104
Design & Draft Technician III	$104
Field Engineer II	$103
Resident Engineer	$101
Design & Draft Technician II	$ 96
Engineer I	$ 93
Surveyor I	$ 93
Survey Chainman	$ 93
Field Engineer I	$ 93
Drafter IV	$ 92
Design & Draft Technician I	$ 89
Surveying Apprentice IV	$ 86
Drafter III	$ 84
Surveying Apprentice III	$ 77
Drafter II	$ 76
Drafter I	$ 69
Surveying Apprentice II	$ 67
Project Assistant	$ 59
Student Enginer/Surveyor	$ 52
Clerical/Administrative Assistant	$ 52
Surveying Apprentice I	$ 49

STRUCTURAL

BCA Structural Engineering, Inc.

Title	Hourly Rate
Principal	$125
Senior Engineer III:	$110
Engineer II:	$100
Engineer I:	$ 90
Drafter:	$ 80

MECHANICAL/PLUMBING

Mechanical Design Studio

Title	Hourly Rate
Principal	$150
Senior Engineer	$125
Associate/Senior Engineer	$115
Engineer/Designer	$100
CAD Manager	$ 95
CAD Drafter	$ 85
Project Support	$ 65

ELECTRICAL

Fard Engineers, Inc.

Title	Hourly Rate
Principal	$140
Senior Engineer, Senior Associate	$120
Engineer, Senior Designer	$105
Designer	$ 95
Junior Designer	$ 75
Senior Drafter (CAD)	$ 65
Drafer (CAD)	$ 55
Clerical	$ 55

LANDSCAPE

Quadriga

Title	Hourly Rate
Principal-in-Charge	$140
Project Manager	$110
Project Designer	$ 95
Professional & Administrative Staff	$ 55 - $ 85

ACCOUSTICAL

Wilson, Ihrig, & Associates, Inc.

Title	Hourly Rate
Principal	$200 - $250
Associate Principal	$185
Senior Consultant	$160
Associate	$130
Assistant	$110
Technician	$ 90 - $100
Administrative Assistant	$ 70

L.E.E.D.

KEMA

Title	Hourly Rate
Director	$175
Commercial Projects Manager	$150
Senior Energy Specialist	$150
LEED Consultant	$140
GB Consultant	$130

COST CONSULTING

Leland Saylor Associates

Title	Hourly Rate
Principal	$175
Chief Estimator	$145
Project Manager	$130
Senior Estimator	$120
Estimator	$100
Administrative Services	$ 60
Messenger Services	$ 45

CITY
AGREEMENT NO. 2006-1210

EXHIBIT C

CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT

FACILITIES AND EQUIPMENT TO BE PROVIDED BY CITY

CITY shall [*check one*]

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

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

CITY
AGREEMENT NO. 2006-1210

EXHIBIT D
CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT

GENERAL PROVISIONS

1. **Independent Contractor**.

A. It is understood and agreed that CONSULTANT (including CONSULTANT's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither CONSULTANT nor CONSULTANT'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 CONSULTANT under the provisions of this Agreement, and CONSULTANT shall be issued a Form 1099 for its services hereunder. As an independent contractor, CONSULTANT 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 CONSULTANT'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 CONSULTANT, 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 CONSULTANT for accomplishing such results. To the extent that CONSULTANT 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 CONSULTANT's sole discretion based on the CONSULTANT's determination that such use will promote CONSULTANT's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the CITY does not require that CONSULTANT 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 CONSULTANT, such persons shall be entirely and exclusively under the direction, supervision, and control of CONSULTANT. 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 CONSULTANT. It is further understood and agreed that CONSULTANT shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of CONSULTANT's assigned personnel and subcontractors.

CITY
AGREEMENT NO. 2006-1210

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 CONSULTANT. CONSULTANT may represent, perform services for, or be employed by such additional persons or companies as CONSULTANT sees fit provided that CONSULTANT does not violate the provisions of Section 5, below.

2. **Licenses; Permits, Etc.** CONSULTANT represents and warrants that CONSULTANT has all licenses, permits, City Business Operations Tax Certificate, qualifications, and approvals of whatsoever nature that are legally required for CONSULTANT to practice its profession or provide any services under the Agreement. CONSULTANT represents and warrants that CONSULTANT 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 CONSULTANT to practice its profession or provide such Services. Without limiting the generality of the foregoing, if CONSULTANT is an out-of-state corporation, CONSULTANT 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.** CONSULTANT 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 CONSULTANT'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. **CONSULTANT Not Agent.** Except as CITY may specify in writing, CONSULTANT and CONSULTANT's personnel shall have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. CONSULTANT and CONSULTANT's personnel shall have no authority, express or implied, to bind CITY to any obligations whatsoever.

5. **Conflicts of Interest.** CONSULTANT 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 CONSULTANT's performance of Services under this Agreement. CONSULTANT 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. CONSULTANT 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 CONSULTANT is or employs a former officer or employee of the CITY, CONSULTANT 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, CONSULTANT 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. CONSULTANT agrees to protect all City Information and treat it as strictly confidential, and further agrees that CONSULTANT shall not

CITY
AGREEMENT NO. 2006-1210

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, CONSULTANT 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 CONSULTANT of this Section 6 shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

7. CONSULTANT Information.

A. CITY shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by CONSULTANT 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. CONSULTANT shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by CITY.

B. CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT of its obligations hereunder, which shall survive any termination or expiration of this Agreement.

C. All proprietary and other information received from CONSULTANT by CITY, whether received in connection with CONSULTANT's proposal to CITY or in connection with any Services performed by CONSULTANT, 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 CONSULTANT of any request for the disclosure of such information. The CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT of any rights regarding the information designated "trade secret" by

CITY
AGREEMENT NO. 2006-1210

CONSULTANT, and such information shall be disclosed by CITY pursuant to applicable procedures required by the Public Records Act.

8. **Standard of Performance.** CONSULTANT shall perform all Services required pursuant to this Agreement in the manner and according to the standards currently observed by a competent practitioner of CONSULTANT's profession in California. All products of whatsoever nature that CONSULTANT 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 CONSULTANT's profession, and shall be provided in accordance with any schedule of performance specified in Exhibit A. CONSULTANT shall assign only competent personnel to perform Services pursuant to this Agreement. CONSULTANT shall notify CITY in writing of any changes in CONSULTANT'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 CONSULTANT 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, CONSULTANT 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 CONSULTANT's performance hereunder, in whole or in part, by giving a written notice of suspension to CONSULTANT. If CITY gives such notice of suspension, CONSULTANT 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 CONSULTANT. If CITY gives such notice of termination, CONSULTANT shall immediately cease rendering Services pursuant to this Agreement. If CITY terminates this Agreement:

(1) CONSULTANT 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 CONSULTANT the reasonable value of Services rendered by CONSULTANT prior to termination; provided, however, CITY shall not in any manner be liable for lost profits that might have been made by CONSULTANT had the Agreement not been terminated or had CONSULTANT completed the Services required by this Agreement. In this regard, CONSULTANT 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 render by CONSULTANT. The foregoing is cumulative and does not affect any right or remedy that CITY may have in law or equity.

CITY
AGREEMENT NO. 2006-1210

10. Indemnity.

A. Indemnity: CONSULTANT shall indemnify and save harmless, CITY, its officers and employees, and each and every one of them, from and against all actions, damages, costs, liability, claims, demands, losses, judgments, penalties, costs and expenses of every type and description, including, but not limited to, any fees and/or costs reasonable 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"), to the extent such Liabilities are caused by or arise from any negligent act or omission, recklessness or willful misconduct of CONSULTANT, its subconsultants, subcontractors or agents, and their respective officers and employees, in connection with the performance or nonperformance of this Agreement, whether or not (i) such Liabilities also are caused in part by the passive negligence of the CITY, its officers or employees, (ii) the CITY, its officers or employees reviewed, accepted or approved any service or work product performed or provided by the CONSULTANT, or (iii) such Liabilities are litigated, settled or reduced to judgment.

B. Obligation to Defend: CONSULTANT shall, upon CITY's request, defend at CONSULTANT's sole cost any action, claim, suit, cause of action or portion thereof that asserts or alleges Liabilities caused by or arising from any negligent act or omission, recklessness or willful misconduct of CONSULTANT, its sub-consultants, subcontractors or agents, and their respective officers and employees, in connection with the performance or nonperformance of this Agreement, whether such action, claim, suit, cause of action or portion thereof is well founded or not.

C. Insurance Policies; Intellectual Property Claims: Except as may be expressly provided in this Section 10, 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 CONSULTANT 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, CONSULTANT shall maintain the insurance coverage described in this Section 11.

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

It is understood and agreed by the CONSULTANT 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 CONSULTANT in connection with this Agreement.

A. Minimum Scope & Limits of Insurance Coverage

(1) Commercial General Liability Insurance, providing coverage at least as broad as

CITY
AGREEMENT NO. 2006-1210

ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars ($1,000,000) per occurrence. The policy shall provide contractual liability and products and completed operations coverage for the term of the policy.

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

No automobile liability insurance shall be required if CONSULTANT 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." _____ (CONSULTANT initials)

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

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

No Workers' Compensation insurance shall be required if CONSULTANT 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." _____ (CONSULTANT initials)

(4) Professional Liability Insurance providing coverage on a claims made basis for errors, omissions or malpractice with limits of not less than one million ($1,000,000) dollars if required by the CITY by selecting the option below:

X Professional liability insurance is required and must be continued for at least **5** year(s) following the completion of all Services and Additional Services under this Agreement.

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

CITY
AGREEMENT NO. 2006-1210

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

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

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

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

C. Other Insurance Provisions

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

(1) Except for professional liability, CONSULTANT's insurance coverage shall be primary insurance as respects CITY, its officials, employees and volunteers. Any insurance or self-insurance maintained by CITY, its officials, employees or volunteers shall be in excess of CONSULTANT'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 CONSULTANT's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(4) CITY will be provided with thirty (30) days written notice of cancellation or material change in the policy language or terms.

D. Acceptability of Insurance

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

E. Verification of Coverage

(1) CONSULTANT shall furnish CITY with certificates and required endorsements evidencing the insurance required. The certificates and endorsements shall be

CITY
AGREEMENT NO. 2006-1210

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

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

F. Subcontractors

CONSULTANT 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, CONSULTANT, for itself, its assignees and successors in interest, agrees as follows:

A. Compliance With Regulations: CONSULTANT 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: CONSULTANT, 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. CONSULTANT 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 CONSULTANT for work to be performed under any subcontract, including all procurement of materials or equipment, each potential subcontractor or supplier shall be notified by CONSULTANT of CONSULTANT'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: CONSULTANT 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 CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, CONSULTANT 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 CONSULTANT with the

CITY
AGREEMENT NO. 2006-1210

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 CONSULTANT under this Agreement until CONSULTANT complies;

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

F. Incorporation of Provisions: CONSULTANT 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. CONSULTANT 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 CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, CONSULTANT 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 CONSULTANT, 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 CONSULTANT, 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 CONSULTANT are material considerations for this Agreement. CITY has a strong interest in the qualifications and capability of the persons and entities who will fulfill the obligations imposed on CONSULTANT under this Agreement. In recognition of this interest, CONSULTANT 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.

CITY
AGREEMENT NO. 2006-1210

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 $25,000.00. 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

CITY
AGREEMENT NO. 2006-1210

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 or 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 directing 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."

CITY
AGREEMENT NO. 2006-1210

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,

CITY
AGREEMENT NO. 2006-1210

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
  Contract Services Unit
  921 10th St., Room 402
  Sacramento, CA 95814-2714

- 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

CITY
AGREEMENT NO. 2006-1210

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
Contract Services Unit
921 10th St., Room 402
Sacramento, CA 95814-2714

○ 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.

CITY
AGREEMENT NO. 2006-1210

RESOLUTION NO. 2006-793

Adopted by the Sacramento City Council

October 31, 2006

ACCEPT AN ARCHITECTURAL SERVICES PROPOSAL AND AUTHORIZE THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH THE DAHLIN GROUP TO PROVIDE ARCHITECTURAL SERVICES FOR THE OAK PARK COMMUNITY CENTER PHASE II - GYM PROJECT IN AN AMOUNT NOT TO EXCEED $459,000

BACKGROUND

A In the fall of 2003, City Council supported the preparation of the Proposition 40 Urban Parks Act program grant for the Oak Park Community Center Phase II - Gym project In March 2005, City Council accepted the $3 million dollar grant from the State Department of Parks and Recreation and established the CIP for the project (KB29)

B On October 11, 2005, City Council authorized the City Manager to identify projects for a 2006 Community Reinvestment Capital Improvement Program (CRCIP) bond issuance The approved 2006 CRCIP Bond included an appropriation of $1 million for this project (Resolution 2006-367)

C. Dahlin Group prepared a preliminary program, conceptual drawings and conceptual floor design

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:

Section 1. The architectural services proposal from Dahlin Group for the Oak Park Community Center Phase II - Gym Project in an amount not to exceed $459,000 is hereby accepted

Section 2. The City Manager or his designee is authorized to execute a professional services agreement with Dahlin Group in an amount not to exceed $459,000 to provide architectural services for the Oak Park Community Center Phase II - Gym Project

Adopted by the City of Sacramento City Council on October 31, 2006 by the following vote:

Ayes: Councilmembers, Cohn, Hammond, McCarty, Pannell, Sheedy, Tretheway, Waters, and Vice Mayor Fong

Noes: None.

Abstain: None.

Absent: Mayor Fargo

Robert King Fong, Vice Mayor

Attest:
Shirley Concolino, City Clerk

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY): 10/24/06

PRODUCER 0641361 1-650-369-5900
Professional Practice Insurance Brokers, Inc.
A Hilb, Rogal and Hobbs Co.
10 California Street

Redwood City, CA 94063

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED
Dahlin Group, Inc.

5865 Owens Drive

Pleasanton, CA 94588

INSURER A: St. Paul Protective Insurance Company
INSURER B: Lloyd's of London
INSURER C: Fidelity & Guaranty Insurance Company
INSURER D: Fidelity & Guaranty Insurance Underwriters
INSURER E:

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
D	GENERAL LIABILITY	BX022201998	09/01/06	09/01/07	EACH OCCURRENCE	$ 1,000,000
	X COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	$ 1,000,000
	CLAIMS MADE X OCCUR				MED EXP (Any one person)	$ 10,000
					PERSONAL & ADV INJURY	$ 1,000,000
					GENERAL AGGREGATE	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	$ 2,000,000
	X POLICY PRO-JECT LOC					
C	AUTOMOBILE LIABILITY	BA02200712	09/01/06	09/01/07	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO					
	ALL OWNED AUTOS				BODILY INJURY (Per person)	$
	SCHEDULED AUTOS					
	X HIRED AUTOS				BODILY INJURY (Per accident)	$
	X NON-OWNED AUTOS					
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
	ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
					AGG	$
	EXCESS LIABILITY				EACH OCCURRENCE	$
	OCCUR CLAIMS MADE				AGGREGATE	$
						$
	DEDUCTIBLE					$
	RETENTION $					$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	BW02198786	09/01/06	09/01/07	X WC STATU-TORY LIMITS OTH-ER	
					E.L. EACH ACCIDENT	$ 1,000,000
					E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
					E.L. DISEASE - POLICY LIMIT	$ 1,000,000
B	OTHER Professional Liability	W101ZO06PNPM	03/31/06	03/31/07	Per Claim	$ 1,000,000
					Aggregate	$ 2,000,000
						$

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
All operations of the named insured. See additional insured endorsement attached.
Professional Liability is written at aggregate limits of liability not less than the amount shown.
RE: Oak Park Gym Architectural Services (PN:262974).

CERTIFICATE HOLDER

City of Sacramento

Attn: Malyssa Berry
5730 24th Street, Bldg. One

Sacramneto, CA 95822-3699

USA

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION *NON-PAYMENT OF PREMIUM: 10 DAYS NOTICE

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL [redacted] MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, [redacted]

AUTHORIZED REPRESENTATIVE

ACORD 25-S (7/97) Eric 5099897

©ACORD CORPORATION 1988

CITY
AGREEMENT NO. 2006-1210

LIABILITY COVERAGE ENHANCEMENT
ARCHITECTS AND ENGINEERS
ENDORSEMENT

Name Insured: Dahlin Group, Inc.	**Policy No:** BK022201998
Additional Insured: City of Sacramento.	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
This endorsement modifies insurance provided under the following:
LIABILITY COVERAGE PART

1. The following replaces the final paragraph of **SECTION II. WHO IS AN INSURED, 1.**:

   However, no person or organization is an insured with respect to the conduct of any current or past partnership, joint venture, limited liability company or trust that is not shown as a Named Insured in the Liability Coverage Part Declarations. This provision does not apply to you, for your participation in any past or present "unnamed joint venture," or if that person or organization is otherwise an insured under Paragraph 2. below.

2. The following is added to **SECTION II. WHO IS AN INSURED, 2.:**

   Person Or Organization Required By Written Contract

   Any person or organization that you agree to add as an insured under this Liability Coverage Part in a written contract or agreement that is made before, and in effect when, the "bodily injury" or "property damage" occurs or the offense that causes the "personal injury" or "advertising injury" is first committed, but only with respect to that person's or organization's liability arising out of "your work" for that person or organization.

   However, such person or organization is not an insured with respect to any:

   (1) "Bodily injury," "property damage," "personal injury" or "advertising injury" that does not arise out of:

   (a) Your negligence; or

   (b) The negligence of another person or organization for whom you are liable;

   a. Direct employees; or

   b. Owns, rents, or leases any real or personal property.

   No other member or partner, or their spouses, of any past or present "unnamed joint venture" is an insured.

   (2) "Bodily injury," "property damage," "personal injury" or "advertising injury" for which such person or organization has assumed liability in a contract or agreement, except for liability for damages that such person or organization would have in the absence of the contract or agreement;

   (3) "Property damage" to:

   (a) Property owned, used or occupied by, or loaned or rented to, such person or organization;

   (b) Property over which such person or organization is for any purpose exercising physical control; or

   (c) "Your work" performed for the insured; or

   (4) "Bodily injury," "property damage," "personal injury" or "advertising injury" arising out of any architect's, engineer's or surveyor's rendering of, or failure to render, any "professional service," when such person or organization is an architect, engineer or surveyor.

3. The following is added to **SECTION II. WHO IS AN INSURED:**

   "Unnamed Joint Venture"

   You are an insured for your participation in any past or present "unnamed joint venture."
   However, you are not an insured if the "unnamed joint venture" has:

4. The following replaces **SECTION III. LIMITS OF LIABILITY, 2. b.**:

   b. Will apply separately to the sum of all:

   (1) Damages because of "bodily injury" and "property damage," under **SECTION I. COVERAGE, A. Liability** above; and
   (2) Medical payments for "bodily injury," under **SECTION I. COVERAGE, B. Medical Payments**

CITY
AGREEMENT NO. 2006-1210

arising out of each location listed in the Schedule of Premises or each of "your projects;" and

5. The following replaces SECTION IV. CONDITIONS, **5. "Other Insurance," a. Primary Insurance, (2):**

   (a) Paragraph **h. Certain Additional Insureds By Contract or Agreement**; or

   (b) Persons Or Organizations Required By Written Contract;

   if you specifically agree, in that written contract or agreement, that this insurance must be primary to, and non-contributory with, such "other insurance." This insurance will then be applied as primary insurance for damages for "bodily injury," "property damage," "personal injury" or "advertising injury" to which this insurance applies and that are incurred by such person or organization, and we will not share those damages with such "other insurance."

6. The following is added to SECTION IV. CONDITIONS, **5. "Other Insurance," b. Excess Insurance:**

   This insurance is excess over an "other insurance" whether primary, excess, contingent or on any other basis that is available to you for your participation in any past or present "unnamed joint venture."

   (2) However, this insurance will be considered primary to, and non-contributory with, "other insurance" issued directly to a person or organization added as an addition insured under SECTION II. WHO IS AN INSURED, 2.:

7. The following is added to SECTION IV. CONDITIONS, **8. Transfer Of Rights Of Recovery And Proceeds Against Others To Us:**

   above;

   However, we waive any right of recovery and proceeds we may have against any person or organization that is added as an additional insured under the paragraph **Person Or Organization Required By Written Contract** of SECTION II. WHO IS AN INSURED, 2.:

   a. Because of payments we make for "bodily injury," "property damage," "personal injury" or "advertising injury" arising out of "your work" in ongoing operations or included in the "products-completed operations hazard"; and
   b. Performed under a written contract or agreement that is made before, and in effect when, the "bodily injury" or "property damage" occurs or the offense that causes the "personal injury" or "advertising injury" is committed; and
   c. You specifically agree in such written contract or agreement to waive those rights of recovery and proceeds for such person or organization.

8. The following are added to SECTION V. DEFINITIONS.

   "Unnamed joint venture" means any joint venture in which you are a member or partner where:

   a. Each and every one of your co-ventures in that joint venture is an architectural, engineering or surveying firm; and
   b. That joint venture is not named in the Liability Coverage Part Declarations.

   "Your premises" means any premises, site, or location owned or occupied by, or rented to, you.

   "Your project:"

   a. Means any premises, site or location at, on, or in which "your work" is not yet completed; and

   b. Does not include "your premises" or any location listed in the Schedule of Premises.

NOTICE OF CANCELLATION: If we cancel this policy for any reason other than non-payment of premium, we will mail written notice at least 30 days before the effective date of cancellation to the Additional Insureds on file with the company. If we cancel this policy for non-payment of premium, we will mail written notice at least 10 days before the effective date of cancellation to the Additional insureds on file with the company.

CITY
AGREEMENT NO. 2006-1210

Policy Number: BA02200712 **COMMERCIAL AUTO**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED
DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART
GARAGE COVERAGE PART
TRUCKERS COVERAGE PART

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

SCHEDULE

Name of Person or Organization: City of Sacramento

A. WHO IS AN INSURED is amended to include as an "insured" the person or organization shown in the Schedule as an Additional Insured. The coverage afforded to the Additional Insured is solely limited to liability specifically resulting from the conduct of the Named Insured which may be imputed to the Additional Insured. However, the naming of the person or organization shown in the Schedule as an Additional Insured does not increase or alter the Limit of Insurance nor the scope of coverage of this policy.

B. EXCLUSIONS

This Insurance does not apply to:

1. "Bodily injury" or "property damage" for which the Additional Insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. But this exclusion does not apply to liability for damages that the Additional Insured would have in the absence of the contract or agreement.

2. "Bodily or "property damage" arising out of the use of your "products" or work you performed for the Additional Insured.

3. "Property damage" to:

   a. Property owned, used or occupied by or rented to the Additional Insured.

   b. Property in the care custody or control of the Additional Insured for any purpose of exercising physical control.

C. Any coverage provided by this policy shall be excess only, over any other valid and collectible insurance which would apply in the absence of this policy. However, this policy shall not be excess over any policy written as specific excess.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.
Copyright, Insurance Services Office, Inc., 1993

CUCA 99 09 08 95

CITY
AGREEMENT NO. 2006-1210

Agreement/Contract Requirements

This cover will be remain with the original Agreement/Contract

General Information	Project Information
Amount: $459,000 Vendor: The Dahlin Group Effective Date:	Number: 262974 Name: Oak Park Gym Architectural Services Manager: Yadi Kavakebi

Notice Information (If Required) (Print)		BID/RFP Opening	Print Name	Initial
Date:		Date:		
Clerk:		Clerk:		
Department:		Procurement or Department:		

VERIFICATIONS of Correct Information	Verified by:	Print Name	Initial
Orig. Agreement/Contract #.			
☐ Supplement No.			
☐ Change Order No.	YADI KAVAKEBI		YK
☒ Totals Dollar Amounts Verified	YADI KAVAKEBI		YK
☒ Tech Specs Verified	Melyssa Berry		MB
☒ Insurance Requirements Verified	YADI KAVAKEBI		YK
☒ BOT Number: 147462			

Type:	Qualification	Authorization
☐ Commodity (API -1)	☐ Quote (<$25K)	☐ Ordinance 99-024
☐ Public Project (API- 48)	☐ Informal BID (=> $25 K but<$100K)	CM Authority for < $100K
☒ Professional Service (API - 47)	☐ Formal BID (=>$100K)	☐ Resolution No. _____ CC RA HA
☐ Non-Professional Service (API -1)	☒ RFP	Authorization =>$100K
☐ Development Agreement	☐ RF ☐ Quote ☐ Qualification	☐ Suspend Comp BID/Sole Source
☐ IPA ☐ MSA	☐ RFI	☐ Other
☐ Grant		
☐ Other _____		

Signature: YADI KAVAKEBI — Print Name — Initial: YK

Signatures	Needed	Obtained and Reviewed by: Print Name	Initial
☐ Vendor/Other Party /Agency	☒	YADI KAVAKEBI	YK
☒ Attorney	☒	Gerald Hicks	
☐ City Manager	☒		
☐ Mayor	☐		
☐ Recording Required	☐		
☐ Notarization Correct	☐		

CITY AGREEMENT NO. 2006-1210