

PROJECT #: LV41
PROJECT NAME: SHASTA PARK CONSTRUCTION DOCUMENT SERVICES
DEPARTMENT: DPR
DIVISION: PPDD

CITY OF SACRAMENTO

CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT FOR DESIGN SERVICES

**TO BE USED FOR DESIGN PROFESSIONAL SERVICES PERFORMED BY
LICENSED ARCHITECTS, LANDSCAPE ARCHITECTS OR PROFESSIONAL
LAND SURVEYORS OR REGISTERED PROFESSIONAL ENGINEERS**

THIS AGREEMENT is made at Sacramento, California, as of June 5, 2007, by and between the **CITY OF SACRAMENTO**, a municipal corporation ("CITY"), and

Callander Associates Landscape Architecture Inc.

11180 Sun Center Drive, Suite 104

Rancho Cordova, CA 95670-6167

916.631.1312 Tel / 916.635.9153 fax

("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.

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

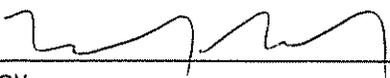
By: _____

Print name: _____

Title: _____

For: Ray Kerridge, City Manager

APPROVED TO AS FORM:



City Attorney

ATTEST:

City Clerk

Attachments

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

CONSULTANT:

Callander Associates Landscape Architecture, Inc.
NAME OF FIRM

94-3349947
Federal I.D. No.

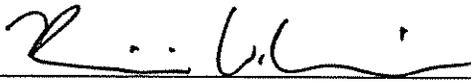
250-3702
State I.D. No.

119706
City of Sacramento Business Op. Tax Cert. No.

119706
City of Sacramento Business Op. Tax Cert. No.

TYPE OF BUSINESS ENTITY (check one):

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



Signature of Authorized Person

Benjamin W. Woodside, principal
Print Name and Title



Additional Signature (if required)

Erik R. Smith, principal
Print Name and Title

**DECLARATION OF COMPLIANCE
Equal Benefits Ordinance**

Name of Consultant: Callander Associates Landscape Architecture, Inc.
Address: 1140 Sun Center Dr. Suite 104 Rancho Cordova, CA 95670

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 "Ordinance").
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

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

Ben W. Woodside
Signature of Authorized Representative

5/4/07
Date

Benjamin W. Woodside
Print Name

Principal
Title

EXHIBIT A

CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT FOR DESIGN SERVICES

SCOPE OF SERVICES

1. **Representatives.**

The CITY Representative for this Agreement is:

DENNIS DAY/Project Manager
915 I Street, 5th Floor, Sacramento, CA 95814
Phone: (916) 808-7633/Fax: (916) 808-8266/E-mail: dday@cityofsacramento.org

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:

Ben Woodside
Callander Associates Landscape Architecture Inc.
11180 Sun Center Drive, Suite 104
Rancho Cordova, CA 95670-6167
916.631.1312 Tel / 916.635.9153 fax

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 is not ___ [check one] 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. The work is to be completed by July 1, 2008.

EXHIBIT B

CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT FOR DESIGN SERVICES

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 Two Hundred Two Thousand Five Hundred Seventy Dollars and no cents (\$202,570.00).
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.
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.
 - 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:

DENNIS DAY/Project Manager
915 I Street, 5th Floor, Sacramento, CA 95814
Phone: (916) 808-7633/Fax: (916) 808-8266/E-mail: dday@cityofsacramento.org

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.

EXHIBIT D
CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT FOR DESIGN SERVICES

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.

- 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

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

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

10. Indemnity.

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

_____ 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:

_____ Professional liability insurance is required and must be continued for at least _____ 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 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:

_____ 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 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 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.

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

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."

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

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.

Attachment 1 – Exhibit A

SHASTA COMMUNITY PARK – PHASE 1 / CONSTRUCTION DOCUMENT SERVICES (revised 03/02/07)

The scope of improvements is limited to the following list:

Shasta Community Park:

- a. Construction plans will be limited to ten (10) acres of the park master plan see attached "Project Limit Diagram" dated February 20, 2007. Improvements to include the approximate limits shown.
- b. Anticipated construction budget (low plus contingency for market/change orders) is \$3,250,200.
- c. Grading and Drainage, Site Construction, Irrigation and Planting plans to be limited to this ten (10) acre area.
- d. Full size soccer field with (2) Bantam soccer fields superimposed includes soccer goals. No sports field lighting in phase 1.
- e. One turf volleyball court.
- f. Site furnishings such as drinking fountains, trash receptacles, bike racks, and benches to be coordinated with North Laguna Library Project.
- g. Walkways as shown on the Master Plan with lighting.
- h. Coordination of bus stop pad at park property along Bruceville Road. City to provide pad. City of Elk Grove to provide shelter.
- i. Street frontage improvements along Cotton Lane Park property to be designed and constructed by adjacent developer. Not included in our scope. We have allowed for limited time to coordinate with developer.
- j. Provide limited amount of time to coordinate with library design team. It is anticipated that the park site will not have LEED certification requirements.
- k. Pre-manufactured restroom building.
- l. Large and small picnic areas with BBQs.
- m. Two (2) shade shelters with lights.
- n. Themed adventure play area.
- o. Themed tot lot play area
- p. Two (2) horseshoe pits.
- q. One (1) tetherball.
- r. Main entry plaza with possible water mister art element.
- s. Landscape berms and native planting along Bruceville Road.
- t. Sound wall element.
- u. Parking lot expansion with parking lot lights
- v. Outdoor reading area.
- w. Baseball field
- x. Jogging Path with exercise stations (4 total)

Based on the above components, we have developed the following list of chronological tasks to provide the City with a comprehensive set of construction documents. We are currently anticipating involvement from our subconsultants for lighting design

(electrical engineer), geotechnical report (geotechnical engineer), back stop and sound wall footing design (structural engineer), and parking lot layout and utilities design (civil engineer). Items shown in *boldface italics* represent documents prepared as part of that task's completion.

Based on the approved master plan, Callander Associates Landscape Architecture, Inc (CA) will prepare the necessary construction documents for the development of the Park. The limits of the project are shown on attached exhibit, "Shasta Community Park - Phase 1 Project Limits Diagram", dated February 20, 2007.

1.0 PROJECT COORDINATION

- 1.01 Attend up to three (3) meetings with library design team to coordinate the two projects. Provide *meeting agenda* and *meeting summaries* for each meeting.
- 1.02 Attend up to two (2) meetings with adjacent developer to coordinate the street frontage and utility connection locations along Cotton Lane.
- 1.03 Provide up to 27 additional hours of phone coordination or meetings as necessary to assist in the integration of the two projects

2.0 DESIGN DEVELOPMENT

- 2.01 Coordinate and provide the services of a geotechnical engineer to take up to eight (8) site borings. Provide geotechnical report including recommendations for footing and pavement designs for both Phase 1 and Phase 2 improvements. Community center and library recommendations will not be included. See attached scope of work from geotechnical engineer.
- 2.02 Using existing master plan, existing and proposed site planning, utility, and other information from City of Sacramento records, any proposed utilities from Tim Lewis Communities, prepare *base sheets*.
- 2.03 Coordinate with and provide services of electrical engineer for electrical service planning and coordination for Phase 1 and Phase 2 improvements. It is anticipated that there will be two (2) service points of connection, one for the library and community center and the second for all park improvements. Provide *plan* for park distribution system for review. See attached scope of work from electrical engineer.

- 2.04 Obtain *horticultural soils samples* to verify soil structure, nutrient levels, organic content, soil chemistry, and agricultural suitability of existing soils. Analyze soils in laboratory and prepare recommended soil remediation program to address drainage and horticultural suitability, and to mitigate adverse site conditions.
- 2.05 Draft *design refinement solution* in auto CADD to indicate items to be included in "Phase 1" of the park. It is anticipated that all Phase 1 elements will remain under the City budget of \$3,250,200 (low bid plus construction contingency).
- 2.06 Prepare *estimate of probable construction costs* based on unit prices and specific quantities as shown in the previously prepared master plan, along with options for controlling the budget to the specified amount. Add on alternates (not mentioned above) will be designed as additional services at increased compensation.
- 2.07 Review scope, schedule and cost of both the anticipated construction elements and the professional services aspects of the project with City staff in one meeting. Review master plan and proposed design refinement solution and estimate with City staff. Provide *meeting summary*.

3.0 CONSTRUCTION DOCUMENTS

- 3.01 Coordinate design development documents with subconsultants, library team, and various City departments where appropriate. Verify points of connection, utility requirements and related data with Callander Associates' consultant group; submit *written summary*, along with coordination letters, memos and related information.
- 3.02 Coordinate and provide the services of an electrical engineer to design the point of connection, parking lot lighting, pathway lighting, shelter lighting, and restroom building service.
- 3.03 Coordinate and provide the services of a civil engineer to design the parking lot expansion area improvements and utility connection coordination. See attached scope of work from Kimley-Horn and Associates (KHA).
- 3.04 Coordinate with and provide services of structural engineer to provide structural calculations/designs of sound wall and back-stop.
- 3.05 Prepare 50% progress set of *construction documents* for improvements to outline site construction work elements. Construction documents will be prepared in accordance with the Preparation Checklist for Construction Documents and the

Maintainable Park Design Guidelines as provided by the City. Documents to include:

- a. approximately 10 acres of the 20 acre park
 - b. title sheet with notes and maps
 - c. demolition, grading and drainage plan
 - d. civil plans (parking lot)
 - e. site construction plan
 - f. site construction details
 - g. irrigation plan
 - h. planting plan
 - i. electrical plan and details
 - j. structural details for wall and back-stop
 - k. details for pre manufactured restroom building and shade shelters
 - l. technical specifications
 - m. bid form outline with schedule of values
 - n. booklet of catalog cuts
 - o. details
 - p. storm water pollution prevention plan (using City Standard sheet and plan, and preparation of the SWPPP documents, notice of intent, submission to State done by City).
- 3.06 CA to use City of Sacramento Standard bid package documents to include general conditions, contract regulations, form of agreement, and other bid documents for revision and preparation by CA.
- 3.07 Review above documents with City in a single work session. Resolve outstanding issues and proceed; provide written *meeting summary*.
- 3.08 Continue to coordinate the design with subconsultants, City departments, and utility companies; provide *written memos* and *correspondence*.
- 3.09 Prepare 75% complete set of *construction documents* and submit ten (10) sets for City staff and Building department for plan review. Permit fees shall be paid for by the City. Review the same with City staff in one work session. Provide *written meeting summary*.
- 3.10 Prepare 100% complete set of *construction documents and estimate* and submit to City staff and Building department for plan check. After all comments have been reviewed by CA, with written confirmation from City, review in a single meeting with above departments. Provide *written meeting summary*.
- 3.11 Revise documents to conform to redlined comments from City departments in preparation of a *final bid set*; complete *bid form* quantities and estimate.

- 3.12 Provide City with stamped and signed *reproducible documents* for bidding purposes. Provide City with *an electronic copy of documents on CD*.

4.0 BIDDING AND CONSTRUCTION REVIEW

- 4.01 During the bidding and construction period we would like to provide you with supplemental services to assist your full time project construction administrator. These services would be provided on an hourly basis as requested. Suggested services include responses to bidder inquiries, preparation of addenda, and change orders (as warranted), bid evaluation, submittal reviews, and site visits during the course of construction. During the phase 1 services, the scope for this phase can be better defined and quantified.

5.0 ADDITIONAL SERVICES

- 5.01 All tasks not specifically noted above could be performed as additional services. These tasks would include, but not be limited to, all revisions or additional submittals required by the City or any other agency's review, other meetings, additional design studies, or other tasks not specifically noted in the foregoing. These services would be billed hourly or on a lump sum fee basis to be documented in a written amendment to this agreement.

6.0 REIMBURSABLE EXPENSES

- 6.01 In addition to the above fees, we would bill for all printing and reproduction, delivery, horticultural soils samples, the communication and insurance surcharge, and other reimbursable expenses as noted in the attached Standard Schedule of Compensation. You should establish a tentative budget for these expenses (see 7.0 Summary below). These costs will be itemized on our invoice and compared monthly with the total allowances to assist you in monitoring these costs.

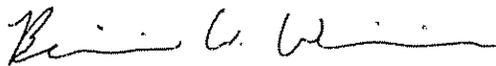
7.0 COMPENSATION SUMMARY

7.01 Using the preceding scope of services , the list of project components and the construction cost budget, Callander Associates and their subconsultants have shown their time and compensation as follows:

1.0 Project Coordination	
Callander Associates (hourly, not to exceed)	\$ 6,950
KHA (hourly, not to exceed)	\$ 6,800
Subtotal 1.0 (hourly, not to exceed)	\$13,750
2.0 Design Development	
Geotechnical evaluation (lump sum)	\$ 5,600
Zeiger Engineers (lump sum)	\$ 6,000
Callander Associates (lump sum)	\$ 8,200
Subtotal 2.0 (lump sum)	\$ 19,800
3.0 Construction Documents	
Zeiger engineer (lump sum)	\$ 11,000
KHA (lump sum)	\$ 12,000
Structural Engineer (lump sum)	\$ 3,000
Callander Associates (lump sum)	\$ 128,400
Subtotal 3.0 (lump sum)	\$ 154,400
4.0 Bidding and Construction Review (hourly, not to exceed)	to be determined
5.0 Additional Services	to be determined
6.0 Reimbursable Expenses (allowance)	\$ 14,620
Total Estimated Compensation (including allowance in 6.0)	\$ 202,570

The tasks outlined are organized to best analyze existing conditions and develop documents suitable for public competitive bidding. If you have any further thoughts or questions, please call me. The attached schedule will also assist you in moving the project forward.

Sincerely,



Benjamin W. Woodside, ASLA, RLA #4590
Principal
Callander Associates Landscape Architecture, Inc

Attachments: Standard Schedule of Compensation 2007 RC -1
Shasta Community Park Phase 1, Project Limit Diagram, dated February 20, 2007
Geotechnical Engineering Services Proposal, dated February 22, 2007. 3 pages
Electrical Consultation Zeiger Engineers, Inc., dated February 21, 2007, 2 pages
Civil engineering Construction Documents – phase 1, dated February 22, 2007, 5 pages
Schedule, dated March 2, 2007

Notice: Landscape architects are regulated by the State of California. Any question concerning a landscape architect may be referred to the "Landscape Architects Technical Committee" at 400 R Street, Suite 4000, Sacramento, CA 95814, (916) 445-954.

Attachment 1 – Exhibit B

Standard Schedule of Compensation 2007 RC-1 (Rancho Cordova)

General

The following list of fees and reimbursable expense items shall be used in providing service in the agreement. These amounts shall be adjusted in January, upon issuance of an updated Standard Schedule of Compensation:

Hourly Rates

Senior Principal	\$173/hour	Construction Manager	\$108/hour
Principal	\$140/hour	Assistant 1	\$103/hour
Associate 1	\$136/hour	Assistant 2	\$96/hour
Associate 2	\$124/hour	Assistant 3	\$87/hour
Associate 3	\$112/hour	Assistant 4	\$81/hour
Project Manager 1	\$124/hour	Assistant 5	\$70/hour
Project Manager 2	\$112/hour	Assistant 6	\$65/hour
Project Manager 3	\$108/hour	Word Processor	\$81/hour
Project Manager 4	\$103/hour	Accounting	\$96/hour
Project Manager 5	\$96/hour		

Reimbursable Expenses

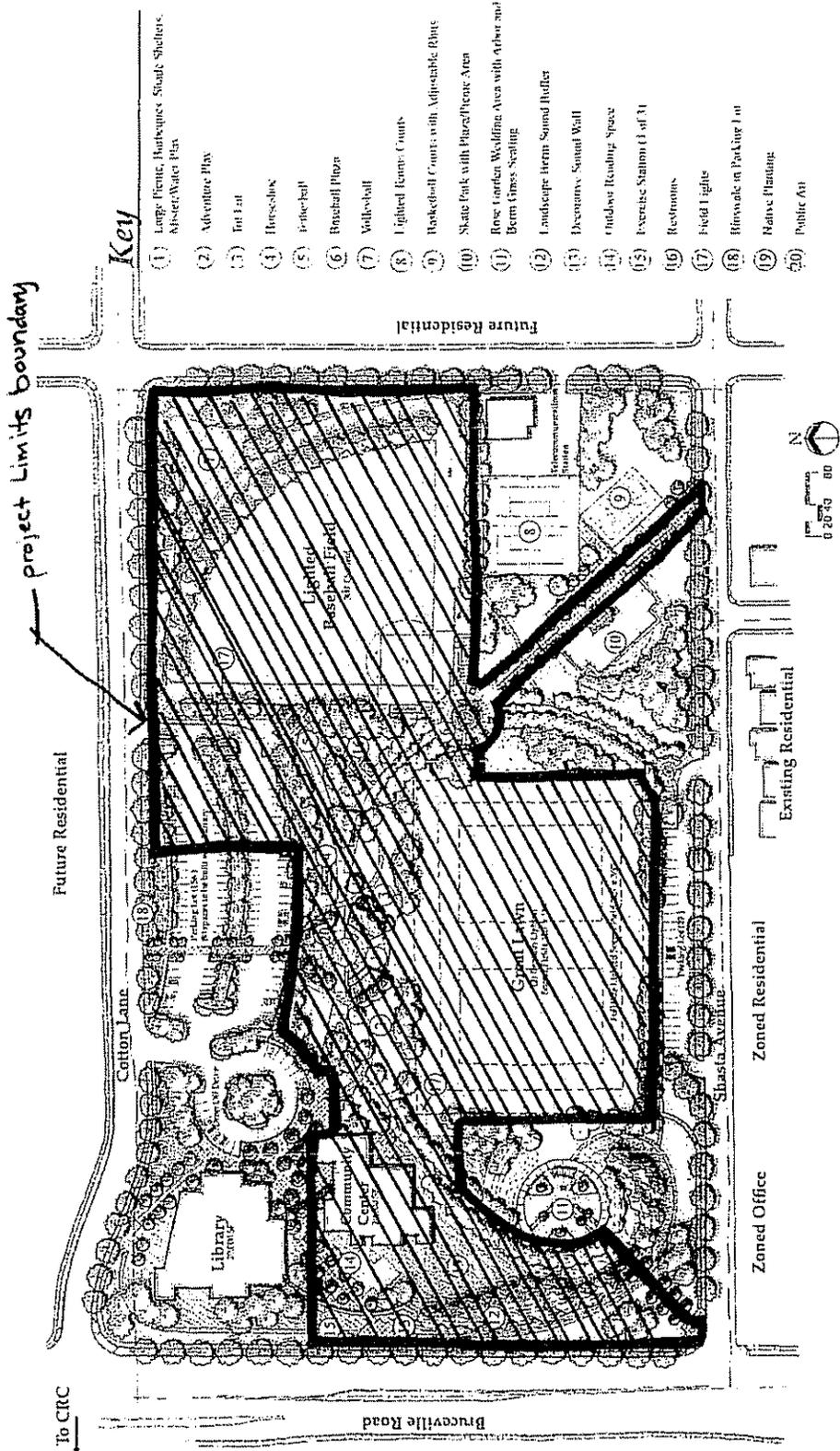
All costs for photography, printing and plotting, special delivery, insurance certificate charges, charges for waivers of subrogation, local business licenses, sales taxes, assessments, fees, mileage, all CADD and visual simulation ancillary costs, such as data transfers, tapes and outside services, and all other costs directly related to the project will be billed as a reimbursable expense at our cost plus a fifteen percent (15%) administration charge. The cost of professional liability insurance and all costs associated with cell phones, electronic mail, faxes, long distance phone charges and related telecommunications shall be charged as a combined surcharge of 2.5% on the total fees.

Payments

Payments are due within ten days after monthly billing with amounts more than thirty days past due subject to a 1.5% per month interest charge. Retainer amounts, if indicated, are due upon signing the agreement and shall be applied to the final invoice for the project.

PROJECT LIMIT DIAGRAM PHASE I 2/20/07

Master Plan



Key

- (1) Large Picnic, Barbecues, Shade Shelters, Arbor/Water Play
- (2) Adventure Play
- (3) Tee Ball
- (4) Horseshoe
- (5) Frisbee Golf
- (6) Baseball Plaza
- (7) Volleyball
- (8) Lighted Tennis Courts
- (9) Basketball Courts with Adjorable Ramps
- (10) Skate Park with Plaza/Plaza Area
- (11) Rose Garden/Wedding Area with Arbor and Fern Gazebo Seating
- (12) Landscape Item-Sound Buffer
- (13) Decorous Sound Wall
- (14) Outdoor Reading Space
- (15) Exercise Station (1 of 3)
- (16) Restrooms
- (17) Field Light
- (18) Binocular in Parking Lot
- (19) Native Planting
- (20) Public Art

SHASTA COMMUNITY PARK

City of Sacramento
Park Planning Design Development Division
February 5, 2007

Callander Associates
Landscape Architecture
Park and Recreation Design



**WALLACE • KUHL
& ASSOCIATES INC.**

February 22, 2007



Geotechnical Engineering

Engineering Profits

Environmental Consulting

Remedial Investigation

Construction Management

Construction Management

Mrs Dana M. Thomas
Callander Associates Landscape Architecture, Inc.
11180 Sun Center Drive, Suite 104
Rancho Cordova, California 95670-6167

Geotechnical Engineering Services Proposal
SHASTA COMMUNITY PARK, PHASE 1
Shasta Avenue
Sacramento, California
WKA Proposal No. 2PR07064

As requested, we are submitting this proposal for the preparation of a geotechnical engineering report for the proposed Shasta Community Park, Phase 1 located in Sacramento, California. To assist in the preparation of this proposal we have reviewed a site plan provided by you, we have visited the site and we have discussed the project with you.

The rectangular-shaped property is located north of Shasta Avenue and east of Bruceville Road in Sacramento, California. At the time of our site visit on February 21, 2007, the area proposed for Phase 1 of the park was development with three residential structures. Remaining portions of the site supported a moderate growth of grasses and weeds. Portions of the site appeared to have been recently disced. Additionally, several mature trees and scattered debris were observed across the site.

We understand Phase 1 of the proposed park development will include shade shelters, a restroom building, a decorative sound wall, lighted soccer and baseball fields and asphalt concrete parking areas. Associated development will include underground utilities, typical landscaping, and exterior flatwork.

The purposes of our work would be to explore the existing site, soil and ground water conditions within structural improvement areas, and to provide geotechnical engineering conclusions and recommendations regarding development of the planned park structures. To accomplish these purposes, we propose to drill and

COMMERCIAL OFFICE
3901 Franklin Blvd., Suite 100
Sacramento, CA 95821
Tel: 916.486.1100
Fax: 916.486.1100

ROCKLIN OFFICE
1000 Rocklin Blvd., Suite 100
Rocklin, CA 95765
Tel: 916.486.1100
Fax: 916.486.1100

STOCKTON OFFICE
1111 West Hamilton Lane, Suite 100
Stockton, CA 95210
Tel: 209.234.7000
Fax: 209.234.7000

sample one boring each at the shade shelters, restroom building, decorative sound wall and four additional borings across the sports field areas. These borings would extend to maximum depths of approximately 20 feet below existing site grades. We also would obtain bulk samples of the near-surface soils within the planned pavement areas. Soil samples obtained during the field exploration would be taken to our laboratory for additional classification and selection of samples for testing to determine engineering properties of the soils. Upon completion and analysis of this work, we would prepare a formal report presenting:

1. a Vicinity Map;
2. a Site Plan showing boring locations;
3. Logs of Borings;
4. laboratory test results;
5. findings regarding site, soil and ground water conditions;
6. conclusions regarding:
 - a. 1997 UBC/2001 CBC seismic design parameters
 - b. bearing capacity
 - c. expansive soil conditions
 - d. excavation conditions
 - e. effect of ground water on development
 - f. soil suitability for use in fill construction
 - g. preliminary soil corrosivity
 - h. pavement subgrade qualities
7. recommendations regarding:
 - a. site preparation and engineered fill placement
 - b. trench backfill
 - c. foundation design
 - d. interior floor slab support
 - e. exterior flatwork construction
 - f. sound wall design
 - g. site drainage
 - h. pavement section alternatives
8. Guide Earthwork Specifications

We could prepare the report described above for a not-to-exceed fee of \$5,600 billed in accordance with the attached standard prevailing wage fee schedule rates



On January 1, 2001, SB1999 went into effect amending Section 1720 of the Labor Code relating to public contracts. SB1999 revised the definition of public works to include work performed during the design and pre-construction phases of a public works project, as well as the construction phase. SB1999 further amends the Labor Code to include inspection and land surveying as work covered by prevailing wage laws. During our geotechnical consulting, the impact of SB1999 affects the technicians we will have on-site to help facilitate hand sampling of the soils. Our fee estimates have been determined assuming we must pay prevailing wages to our employees. In addition, we assume the field investigation will be conducted during weekdays.

Our subsurface investigation could be conducted within approximately one week of receiving authorization. We could provide a verbal discussion regarding the geotechnical aspects of site development shortly after the completion of our fieldwork. The final report will take about three additional weeks to complete. Thus, we recommend that you allocate at least four weeks after we receive authorization for WKA to complete the geotechnical engineering report.

If this proposal is acceptable, please prepare and send us one of your standard agreements for our review and signature.

We appreciate the opportunity to submit this proposal and look forward to the possibility of working with you again.

Wallace-Kuhl & Associates, Inc.



Mauricio Luna
Staff Engineer



Troy W. Kamisky
Senior Project Engineer
RCE No. 68350

Attachments: Fee Schedules *AP*, *BP*, and *CP*

ML:TWK





ZEIGER ENGINEERS, INC.

478 3RD STREET, OAKLAND, CALIFORNIA 94607

TEL: (510) 452-9391

FAX: (510) 452-0661

www.zeigerengineers.com

Revised February 27, 2007

February 21, 2007

Ben Woodside
Callander Associates Landscape Architecture, Inc.
11180 Sunrise Center, Suite 104
Rancho Cordova, CA 95742

Re: Shasta Community Park, City of Sacramento
Electrical Consultation

Dear Ben:

We propose to furnish the necessary electrical engineering services in connection with the referenced project for total fees as indicated below, plus \$1,200.00 for normal reimbursable project expenses.

Fee Itemization – Phase I:

Preliminary Design	\$6,000.00
Construction Documents	<u>\$11,000.00</u>
Total:	\$17,000.00

Scope of Work will be limited to preparation of electrical plans and specifications for the park improvements, excluding the electrical service planning and coordination with library project and future community center. The park project will have its own new commercial service and transformer.

Scope will include service pad mounted transformer, electrical meter switchboard and power distribution pedestal, with capacity and feeder provisions for future activity and sports lighting facilities that are under Phase II work; complete lighting system for parking area (less the library parking area) and pathways which are to be integrated with the design of site lights for the library project site lights; rough-in conduits and pull boxes for future sports field lighting for two soccer fields and one baseball field; connections for irrigation controller and booster pump; connection of pre-fabricated restroom building; site receptacle outlets at backstop and shade structures; lights at shade structures; cost estimates of electrical work, and initial site visit to verify service connection with SMUD representative.

Provisions will be made to accommodate Phase 2 work, that would include additional parking and pathway lights, and lighted soccer and baseball fields, two tennis courts, one skateboard park and a basketball court. This would necessitate installation of empty underground conduits and pull boxes extending from the Phase 2 areas back to the main power panel/pedestal for the park.

Additional Service: The following work is not included in our basic services and shall be considered as additional service when authorized in writing. Compensation for additional services shall be on an hourly basis or a lump sum amount, to be determined.

1. Telephone service to site for pay phone on restroom building or for operation and control of irrigation controller.
2. Surveillance television security system with cameras, digital recorder, cabling and poles.
3. Festival receptacle outlets throughout park.
4. Pre-bid, and/or pre-construction, meetings
5. Construction Administration, including submittal reviews, construction observation and meetings.
6. Redesign, or value engineering, of project to reduce costs should bid results be over the budget.

Please call me should you require any additional information.

Sincerely,

ZEIGER ENGINEERS, INC.



Ronald Zeiger, PE
President

Accepted this _____ day of _____, 2007 by Callander Associates.

Signature

Name/Title



Kimley-Horn
and Associates, Inc

February 22, 2007

Mr Ben Woodside ASLA
Callander Associates Landscape Architecture, Inc
11180 Sun Center Drive, Suite 104
Rancho Cordova, CA 95670

Suite 150
11060 White Rock Road
Rancho Cordova, California
95670

**RE: SHASTA PARK – CITY OF SACRAMENTO
CIVIL ENGINEERING CONSTRUCTION DOCUMENTS – PHASE 1**

Dear Mr. Woodside:

We appreciate the opportunity to submit this proposal for professional civil engineering services to provide site civil engineering design for the above referenced project

PROJECT UNDERSTANDING

The City of Sacramento would like to construct a park and library fronting on Bruceville Road between Shasta Ave and Cotton Lane. The site currently is mostly vacant land and has completed a site utilization study, and Park Master Plan. The next phase will be to prepare construction documents.

SCOPE OF SERVICES

Kimley-Horn and Associates, Inc. (KHA) will provide the following services as outlined below. The Client will provide input on the direction of the project and will review and approve all documents, plans, and studies provided, prior to submittal to the Owner for review. KHA will provide the following services to the Client:

Task 1: Project Coordination. KHA will provide Civil Consulting services for the above referenced project as follows:

- Attend up to three meetings with the Callander Associates Design team to coordinate project requirements. It is anticipated that these meetings will be in conjunction with the 35%, 50%, and 100% design phases.
- Attend up to three meetings with the Library Design team to coordinate improvement conforms and utility (storm, sewer, & water) connections.

Task 2: Construction Documents. KHA will prepare 35%, 50%, & 100% Construction Documents for the above referenced project as follows:

- Prepare 35%, 50%, and 100% Construction Documents for the Phase 1 parking lot expansion and provide utility connections to the public restrooms with utility stubs for future improvements such as the future Community Center and Phase 2 improvements. KHA will prepare Construction Documents on Callander base sheets.



to include grading and drainage plan of the Phase 1 parking lot and site utilities (storm, sewer, & water)

- Prepare an Opinion of Probable Construction Cost for civil improvements
- Prepare special provisions to supplement the City of Sacramento Standard Construction Specifications.

Deliverables (Hard Copy and Disk):

- 35%, 50%, and 100% Construction Documents
- Opinion of probable construction cost
- Special provisions.

Deleted
BWA

Task 3: Bus Turnout. – Optional Task: KHA will prepare roadway improvement plans to provide a bus turnout at the corner of Bruceville Road and Shasta Lane as follows:

- Prepare construction documents on City of Sacramento Base sheet for the design of a City Bus Turnouts per City Standard Detail Plate 15-27 This task assumes two sets of City review comments and final submittal to the City on mylar plan sheets
- Prepare an Opinion of Probable Construction Cost for civil improvements
- Coordinate improvements with City of Sacramento reviewing staff.

Deliverables per site (Hard Copy and Disk):

- Bus Turnout construction plans
- Opinion of Probable Construction Cost

Task 4: LEED Coordination. – Optional Task: KHA will provide LEED coordination for the Callander Associates and/or the Library Design Teams as follows:

- Meet with team members to strategize possible LEED approaches
- Prepare LEED Letter Template for Sustainable Sites Prerequisite 1 Erosion & Sediment Control
- Prepare LEED Letter Template for Sustainable Sites Credit 6.1 Stormwater Management Rate & Quantity
- Prepare LEED Letter Template for Sustainable Sites Credit 6.2 Stormwater Management Treatment

Deliverables per site (Hard Copy and Disk):

- LEED Letter Templates

ASSUMPTIONS/EXCLUSIONS

- 1 Owner to provide Geotechnical Reports, and any necessary title company services, including but not limited to, preliminary title reports, subdivision reports, filing and recording fees, etc. as may be required.



- 2 All meetings are assumed to be held locally in the project area. Meetings outside the project area will be charged travel time and mileage on a time and materials basis
- 3 Retaining walls will not be required and are not included.
- 4 Landscape drawings and Site Lighting designs, if required, will be provided by others
- 5 Construction Staking of the project improvements is not included with this proposal
6. Owner to provide plan check and other agency fees associated with this project

ADDITIONAL SERVICES

Services not specifically provided for in the above scope, as well as any changes in the scope the Client requests, will be performed at our then current hourly rates. Additional services we can provide include, but are not limited to, the following:

- Construction Support
- Reconciliation of boundary disputes or conflicts in the title of the subject parcels
- Verification of Utility Providers & Availability of Service
- Reconciliation of boundary disputes or conflicts in the title of the subject parcel.
- Expert testimony or court appearances
- Processing and recording of grant deeds, Records of Survey, Corner Records.
- Right of way negotiations or landowner meetings
- Preparation of a Record of Survey
- Surveying or retrieval of property corners
- Potholing surveys
- Request for Underground Service Alert
- Traffic engineering
- Roadway widening and offsite street improvements
- Traffic signal design and engineering
- Environmental consulting
- Master water facilities (water treatment plants, tanks, etc)
- Master sewer facilities (pump stations, lift stations, wastewater treatment plants, etc)
- Structural Design
- Hydrology Studies
- Phase II Environmental Site Assessment
- Preparation of record drawings
- Entitlements

SCHEDULE

We will provide our services as expeditiously as practical to meet our mutually agreed upon schedule.



FEE AND BILLING

KHIA will perform the scope of services in Tasks 1 - 3 for a lump sum fee of \$32,800 as follows:

DESCRIPTION		Total FEE per Task
Task 1	Coordination / Project Mngt	\$ 6,800
Task 2	Construction Documents	\$ 12,000
<i>New</i> Task 3	Bus Turnout Optional	\$ 7,000
Task 4	LEED Coordination Optional	\$ 4,500
<i>Sub-Total KHA Labor Fee</i>		\$ 30,300 \$ 18,800 <i>JKW</i>
<i>Reimbursable expenses (projected budget)</i>		\$ 2,500
GRAND TOTAL Labor and expenses (projected)		\$ 32,800 \$ 21,300 <i>JKW</i>

Direct reimbursable expenses such as express delivery services, air travel, and other direct expenses will be billed at 1.15 times cost. An amount will be added to each invoice to cover certain other expenses such as in-house duplicating, local mileage, telephone calls, facsimiles, postage and word processing. Technical use of computers for design, analysis, GIS, and graphics, etc. will be billed at \$25.00 per hour. All permitting, applications, and similar project fees will be paid directly by the Client.

Fees will be invoiced monthly based upon the percentage of services performed as of the invoice date. Payment will be due within 25 days of your receipt of the invoice.

CLOSURE

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the terms and conditions in the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, the term "the Consultant" shall refer to Kimley-Horn and Associates, Inc. and the term "the Client" shall refer to Callander Associates Landscape Architecture, Inc.

If you concur in all the foregoing and wish to direct us to proceed with the services, please have authorized persons execute both copies of this Agreement in the spaces provided below, retain one copy and return the other to us. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.



Kimley-Horn
and Associates, Inc

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.

David A. Wilson, P.E., LEED[®] AP
Project Manager (P.F. C47985)

Dennis Cliff, P.E.
Associate (P.F. C34483)

Attachments: Standard Provisions
Billing Rate Schedule

Agreed to this _____ day of _____, 2006.

**Callander Associates Landscape Architecture, Inc.
A Corporation**

By:

_____, President/Vice President

(Print or Type Name)

(Email Address)

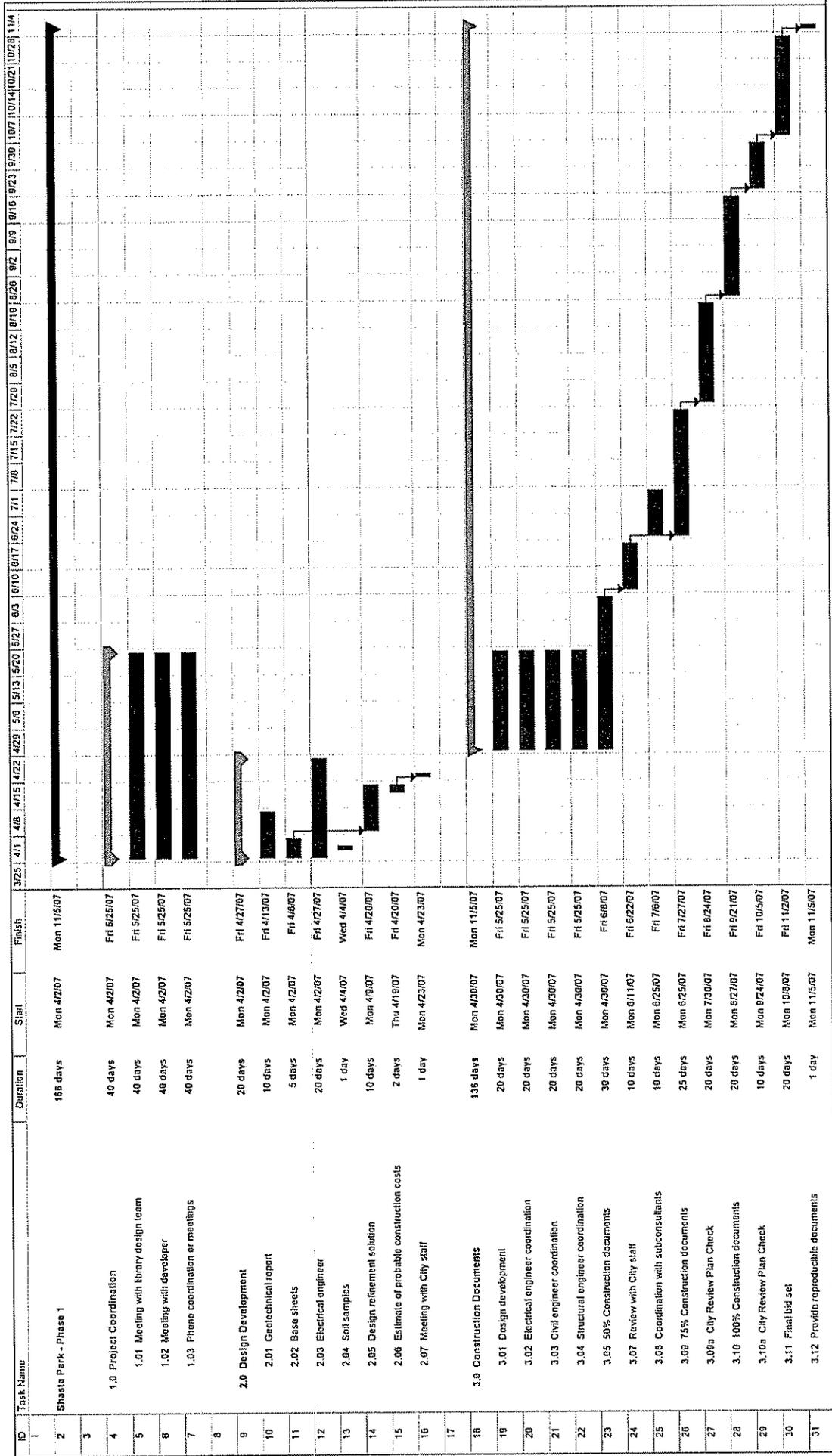
Attest:

_____, Secretary/Assistant Secretary

(Print or Type Name)

Affix Corporate Seal:

Mr. Ben Woodside ASI A
Callander Associates
Shasta Park



Note: "Duration days are considered working days"

PROJECT SCHEDULE

Shasta Park - Phase 1
City of Sacramento

Jan 29 2007 9:24AM Callander Associates
CERTIFICATE OF INSURANCE

No 6414 P 1

This certifies that STATE FARM FIRE AND CASUALTY COMPANY, Bloomington, Illinois
 STATE FARM GENERAL INSURANCE COMPANY, Bloomington, Illinois
 STATE FARM FIRE AND CASUALTY COMPANY, Scarborough, Ontario
 STATE FARM FLORIDA INSURANCE COMPANY, Winter Haven, Florida
 STATE FARM LLOYDS, Dallas, Texas

insures the following policyholder for the coverages indicated below:

Policyholder CALLANDER ASSOCIATES LANDSCAPE ARCHITECTURE, INC.
 Address of policyholder 311 7TH AVENUE; SAN MATEO, CA 94401 & 11180 SUN CENTER DR; RANCHO CORDOVA,
CA 95670 & 255 N MARKET ST STE 110; SAN JOSE, CA 95140
 Location of operations SEE ABOVE
 Description of operations LANDSCAPE ARCHITECTURE

The policies listed below have been issued to the policyholder for the policy periods shown. The insurance described in these policies is subject to all the terms, exclusions, and conditions of those policies. The limits of liability shown may have been reduced by any paid claims.

POLICY NUMBER	TYPE OF INSURANCE	POLICY PERIOD		LIMITS OF LIABILITY (at beginning of policy period)
		Effective Date	Expiration Date	
97-LW-5074-3-C	Comprehensive Business Liability	10/01/06	10/01/07	BODILY INJURY AND PROPERTY DAMAGE
This insurance includes				
<input type="checkbox"/> Products - Completed Operations <input checked="" type="checkbox"/> Contractual Liability <input checked="" type="checkbox"/> Underground Hazard Coverage <input checked="" type="checkbox"/> Personal Injury <input checked="" type="checkbox"/> Advertising Injury <input type="checkbox"/> Explosion Hazard Coverage <input type="checkbox"/> Collapse Hazard Coverage <input checked="" type="checkbox"/> Non-Owned Auto/Any Auto <input checked="" type="checkbox"/> Hired Auto				Each Occurrence \$ 2,000,000 General Aggregate \$ Products - Completed Operations Aggregate \$
	EXCESS LIABILITY	POLICY PERIOD		BODILY INJURY AND PROPERTY DAMAGE (Combined Single Limit)
	<input type="checkbox"/> Umbrella <input type="checkbox"/> Other	Effective Date	Expiration Date	Each Occurrence \$ Aggregate \$
	Workers' Compensation and Employers Liability			Part 1 STATUTORY Part 2 BODILY INJURY Each Accident \$ Disease - Each Employee \$ Disease - Policy Limit \$
POLICY NUMBER	TYPE OF INSURANCE	POLICY PERIOD		LIMITS OF LIABILITY (at beginning of policy period)
DG1 0325 E30 050	AUTO	12/30/06	12/30/07	\$1,000,000

THE CERTIFICATE OF INSURANCE IS NOT A CONTRACT OF INSURANCE AND NEITHER AFFIRMATIVELY NOR NEGATIVELY AMENDS, EXTENDS OR ALTERS THE COVERAGE APPROVED BY ANY POLICY DESCRIBED HEREIN.

If any of the described policies are canceled before its expiration date, State Farm will try to mail a written notice to the certificate holder 30 days before cancellation. If however, we fail to mail such notice, no obligation or liability will be imposed on State Farm or its agents or representatives.

Name and Address of Certificate Holder

THE CITY OF SACRAMENTO, ITS OFFICIALS, AGENTS AND EMPLOYEES
 915 J STREET, 4TH FLOOR
 SACRAMENTO, CA 95814

ATTN: MS DEBORAH PATTERSON
 DEPT OF HUMAN RESOURCES, 1055 CONTROL

PROJECT: ALL CITY OF SACRAMENTO CONTRACTS
 PROJECT#: VARIOUS

Signature of Authorized Representative *[Signature]*
 AGENT 01/09/07
 Title Date

Agent's Code Stamp

AFO Code **WINTERS** **05-2810**
PENINSULA AFO **F163**
CITY

Jan 29 2007 9:24AM Callander Associates

No 6414 P 2

CD Policy No. 97-LW-5874-3

FE-0000



SECTION II ADDITIONAL INSURED ENDORSEMENT

Policy No.: 97-LW-5874-3

Named Insured: CALLANDER ASSOCIATES

Additional Insured (include address):

THE CITY OF SACRAMENTO
ITS OFFICIALS, EMPLOYEES &
VOLUNTEERS
915 I ST
SACRAMENTO CA 95814

WHO IS AN INSURED, under SECTION II DESIGNATION OF INSURED, is amended to include as an Insured the Additional Insured shown above, but only to the extent that liability is imposed on that Additional Insured solely because of your work performed for that Additional Insured shown above.

Any insurance provided to the Additional Insured shall only apply with respect to a claim made or a suit brought for damages for which you are provided coverage.

The Primary Insurance coverage below applies only when there is an "X" in the box.

Primary Insurance. The insurance provided to the Additional Insured shown above shall be primary insurance. Any insurance carried by the Additional Insured shall be noncontributory with respect to coverage provided to you.

All other policy provisions apply.

CITY AGREEMENT NO. 2006-1508

Printed in U.S.A.

Feb 5 2007 2:42PM Callander Associates

No 5577 P 2

Customer name: CALLANDER ASSOCIATES
 LANDSCAPE ARCHITECTURE, INC
 Address: 311 7TH AVE
 SAN MATEO CA 94401-4259
 Policy: D63 0325-F30-05Y
 Status: PAID IN FULL

Company: SF Mutual
 Servicing agent: ROB WINTERS
 Eff date: 01-09-2007 to 06-30-2007
 Description: 2006 AUDI A6 4DR
 VIN: WAUAH74F86N131576
 SFPP #: POLICY NOT ON SFPP

Coverage Details

The premium amounts shown reflect a six-month policy term.

Code	Description
A	Bodily Injury/Property Damage Liability Limit of Liability-Coverage A \$1,000,000 Each Accident
D500	\$500 Deductible Comprehensive
G500	\$500 Deductible Collision
H	Emergency Road Service
U	Uninsured Motor Vehicle Limits of Liability-U Each Person, Each Accident \$250,000 \$500,000
U1	Uninsured Motor Vehicle Property Damage Additional Use of Non-Owned Car Coverage BIPD Liability Physical Damage

Vehicle Details

Year: 2006
 Make: AUDI
 Model: A6
 Body style: 4DR
 VIN: WAUAH74F86N131576

Odometer Information

Odometer reading: 28
 Odometer date: 05-2008

Additional Interests

Code:

THE CITY OF SACRAMENTO
 915 I STREET
 4TH FLOOR
 SACRAMENTO CA 95814

CITY 2006-1508
 AGREEMENT NO. _____

Jan 3 2007 3:07PM Callander Associates

No 6091 P 3/6

Client#: 56

CALLAASSO1

ACORD CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 7/19/06
PRODUCER Dealey, Renton & Associates P.O. Box 12675 Oakland, CA 94604-2675 510 465-3090		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED Callander Associates 311 Seventh Avenue San Mateo, CA 94401-4259		
		INSURERS AFFORDING COVERAGE
		INSURER A American Automobile Ins. Co.
		INSURER B
		INSURER C
		INSURER D
		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 ADD'L TR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> GENL. AGGREGATE LIMIT APPLIES PER POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> EXCL.				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Each occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPLETED AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Each accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY EA ACC \$ OTHER THAN AUTO ONLY ACC \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROFESSIONAL/ADMIN/EXECUTIVE OFFICER/EMPLOYEE/RETIREE/OTHER? If yes, describe in detail SPECIAL PROVISIONS below OTHER	WZPB0941611	07/01/06	07/01/07	<input checked="" type="checkbox"/> WE STATE TOBY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 All Projects

CERTIFICATE HOLDER City of Sacramento Associate Landscape Architect 1231 L Street, Suite 400 Sacramento, CA 95814	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>James H. Steiner</i>
--	---

Jan 3 2007 3:07PM Callander Associates

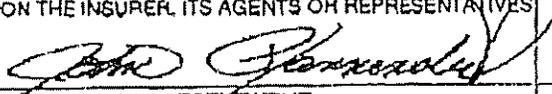
No 5091 P 6/6



State Farm
Specialty Products

CERTIFICATE OF INSURANCE

ISSUE DATE: January 2, 2007

Producer DEBBIE SOFIA ROBERT W WINTERS STATE FARM AGENCY 633 SOUTH B STREET SAN MATEO, CA 94401-4120		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.	
Producer Code #: 052810		INSURER AFFORDING COVERAGE	
Insured CALLANDER ASSOCIATES LANDSCAPE ARCHITECT DBA: CALLANDER ASSOCIATES 311 SEVENTH AVENUE SAN MATEO, CA 94401		STATE FARM FIRE AND CASUALTY COMPANY BLOOMINGTON, IL	
COVERAGES THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICY(IES) DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.			
POLICY NUMBER PS 0000000576702		POLICY EFFECTIVE DATE January 1, 2007	
		POLICY EXPIRATION DATE January 1, 2008	
TYPE OF INSURANCE ARCHITECTS & ENGINEERS PROFESSIONAL LIAB		LIMIT OF LIABILITY \$1,000,000 - Limit of Liability Each Claim \$3,000,000 - Total Limit of Liability	
Retroactive date: Unlimited			
CERTIFICATE HOLDER CITY OF SACRAMENTO 1231 I STREET, SUITE 400 SACRAMENTO, CA 95814		CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.	
		 AUTHORIZED REPRESENTATIVE	

CERT(Rev4) (01/01)

L1017

JAN-02 2007 15:49

CITY
 AGREEMENT NO. 2006-1508