

PROJECT #: LS12  
PROJECT NAME: SUTTER'S LANDING PHASE 1 IMPROVEMENTS  
DEPARTMENT: PARKS & RECREATION  
DIVISION: PARK PLANNING & DEVELOPMENT SERVICES

CITY OF SACRAMENTO

CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT FOR DESIGN SERVICES

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

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**THIS AGREEMENT** is made at Sacramento, California, as of August 22, 2007, by and between the **CITY OF SACRAMENTO**, a municipal corporation ("CITY"), and,

CALLANDER ASSOCIATES  
11180 SUN CENTER DRIVE, SUITE 104, RANCHO CORDOVA, CA 95670-6167  
Phone: (916) 631-1312/Fax: (916) 635-9153

("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

Exhibit E - Non-Discrimination in Employee Benefits

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

Print name: \_\_\_\_\_

*James L. Combs*

James L. Combs  
 Director, Parks & Recreation

\_\_\_\_\_  
 Cassandra H.B. Jennings  
 Assistant City Manager

APPROVED TO AS FORM:

\_\_\_\_\_  
 City Attorney

*[Signature]*

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

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.

TYPE OF BUSINESS ENTITY (check one):

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

Benjamin W. Woodside

Signature of Authorized Person

Benjamin W. Woodside, principal

Print Name and Title

E. R. Smith

Additional Signature (if required)

Erin R. Smith, principal

Print Name and Title

**DECLARATION OF COMPLIANCE  
Equal Benefits Ordinance**

Name of Consultant: CALLANDER ASSOCIATES *Landscape Architecture, Inc.*  
Address: 11180 SUN CENTER DRIVE, SUITE 104, RANCHO CORDOVA, CA 95670-6167

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

7/23/07  
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:

ROY TATMAN, ASSOCIATE LANDSCAPE ARCHITECT  
DEPARTMENT OF PARKS & RECREATION, 915 "I" STREET, 5<sup>TH</sup> FLOOR, SACRAMENTO, CA  
95814  
Phone: (916) 808-5326/Fax: (916) 808-8266

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:

BENJAMIN WOODSIDE, PRINCIPAL  
CALLANDER ASSOCIATES  
11180 SUN CENTER DRIVE, SUITE 104, RANCHO CORDOVA, CA 95670-6167  
Phone: (916) 631-1312/Fax: (916) 635-9153

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. To be completed by December 31, 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 One Hundred Sixty One Thousand Six Hundred Dollars and no cents (\$161,600.00).
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 A, 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:

ROY TATMAN, ASSOCIATE LANDSCAPE ARCHITECT  
DEPARTMENT OF PARKS & RECREATION, 915 "I" STREET, 5<sup>TH</sup> FLOOR, SACRAMENTO, CA  
95814  
Phone: (916) 808-5326/Fax: (916) 808-8266

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, photostating, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. 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 1 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."

## Attachment A



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

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

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

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

The included employee benefits are:

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

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

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

**You May . . .**

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

City of Sacramento  
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 . . .

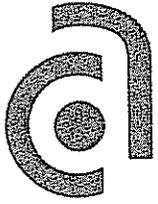
- Submit a written complaint to the City of Sacramento, Contract Services Unit, containing the details of the alleged violation. The address is:  
  
City of Sacramento  
Contract Services Unit  
921 10th St., Room 402  
Sacramento, CA 95814-2714
- Bring an action in the appropriate division of the Superior 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.



Callander Associates  
Landscape Architecture, Inc

*Via Fax and Email*

May 5, 2007  
(916) 808-5326  
Fax: (916) 264-8266

Mr. Roy Tatman, Associate Landscape Architect  
City of Sacramento  
915 I Street, 5th Floor  
Sacramento, CA 95814

**RE: SUTTERS LANDING PHASE 1 IMPROVEMENTS /landscape architectural services (revised)**

Dear Roy:

We have revised the scope based on your phone conversation with Ben Woodside and the *New Sutter's Landing Improvements* list dated 4/23/07. We understand the following items included in the Phase 1 Improvements are temporary facilities and may be moved in the future:

2 acre dog park including a 6 foot high perimeter fence; entrances and exits; non-irrigated areas such as decomposed granite, bark mulch, and artificial turf; drinking fountain; benches; shade shelter; agility course; dirt mound with trees; potted plants; and other amenities.

Dog park to be located on an asphalt lot. As long as the asphalt cap is either enhanced or not modified at all, an additional engineered cap is not needed.

Bocce courts (3 total) including shade shelter, lighting and other amenities.

An on site parking lot to service the dog park and bocce courts (10-12 cars).

Restroom facilities with outdoor sink and counter for fish cleaning.

Trail head with art work, drinking fountain, and interpretive signage.

Stabilized unpaved pedestrian access trail for portaging small boats to the river  
(*Trail will not enter the river*).

For permitting services included in this scope, we have made the assumptions that we would only need to supplement the previously produced EIR for the site. Once we speak with the City, we will have a better understanding of the studies and permits needed and will make adjustments to the scope as necessary. We also made the assumption that as long as we

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F 916 535 9153  
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Landscape Architecture  
Urban Design  
Land Planning  
Park and Recreation Planning  
Environmental Planning

Peter Callander, ASLA Principal  
Mark Slichter, ASLA Principal  
Brian G. Fletcher, ASLA Principal  
Erik Smith, ASLA Principal  
Benjamin W. Woodside, ASLA Principal

Mr. Roy Tatman

RE: SUTTERS LANDING PHASE 1 IMPROVEMENTS/landscape architectural services

May 5, 2007

Page 2 of 6

improve or do not modify the existing landfill cap by such as introducing irrigation, we will only need to amend the current Post Closure Land Use Plan.

It is anticipated that improvements will be processed through the following agencies:

California Regional Water Quality Board  
Local Enforcement Agency  
California Integrated Waste Management Board  
Sacramento Metropolitan Air Quality Management District  
State of California Reclamation Board  
California Department of Fish and Game

For this facility we propose the following list of tasks shown in chronological order. Items shown in *boldface italics* represent documents prepared as part of the task's completion. The park improvements will be as indicated on the attached "Project Limits Diagram", dated 2-15-07.

## 1.0 DESIGN DEVELOPMENT

- 1.01 Review scope, schedule, program, and cost of the anticipated improvements and the professional services aspects of the project with City staff and sub-consultants, in one (1) start up meeting; verify approval process and other administrative procedures. Provide *meeting summary*.
- 1.02 Conduct site reconnaissance and walk the site to visually review apparent features; photograph site and general vicinity.
- 1.03 Coordinate preparation of and provide *topographic survey* for limited area of where the proposed elements are to be located. Topographic survey to be prepared by our sub consultant. Prepare *base sheet* using topographic survey.
- 1.04 Coordinate with environmental consultant to perform an evaluation of the biological resources found at the site of the proposed unpaved pedestrian access trail. Environmental consultant to perform tasks 1A-1C as outlined in the attached ESA Land Management Proposal dated February 13, 2007. The *Biological Resources Report* being prepared will be used to supplement the existing Environmental Impact Report for the Sutters Landing Landfill.
- 1.05 Provide geotechnical and landfill consultation tasks as outlined in the attached Treadwell & Rollo Proposal dated February 16th, 2007.

- 1.06 Prepare *Phase 1 Design Development plan* in electronic CADD format. Submitted documents to include a layout plan showing all proposed elements and a booklet of catalog cuts.
- 1.07 Review with City staff in one (1) work session. Provide *meeting summary*.
- 1.08 Compile studies and plans into one draft amendment to the Post Closure Land Use Plan (PLUP). Submit *draft amendment to the PLUP* for review by city staff.
- 1.09 Submit draft amendment to the PLUP to regulatory agencies.
- 1.10 Review findings with City staff, sub consultants, and regulatory agencies in one (1) work session. Provide *meeting summary*.
- 1.11 Revise PLUP based on comments. Submit *final amendment to the PLUP* to city staff and regulatory agencies for approval as an amendment to the existing closure plan.

## 2.0 PERMITTING

- 2.01 Provide permitting and environmental documentation tasks 2 and 3 as outlined in the attached ESA Land Management Proposal dated February 13, 2007.
- 2.02 Coordination with City and Regulatory Agency staff throughout the preparation of the CEQA document and permit applications. Callander Associates to provide bi-weekly updates to the City (allow up to 22 hours).

## 3.0 CONSTRUCTION DOCUMENTS

- 3.01 Review Phase 1 Design Development Plan, cost analysis and resolve direction for the detailed construction documents. Construction document scope of work includes providing construction documents for all of the above listed elements. Construction documents for elements not included in the list above can be included as additional services. Provide *meeting summary*.
- 3.02 Coordinate design refinement documents with subconsultants 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.

- 3.03 Provide *schedule* for project timeline through bidding process.
- 3.04 Prepare 50% progress set of *construction documents* to outline site construction work elements. Documents to conform to "City of Sacramento Park Design and Development Standards Checklist for Construction Documents". Submitted documents to include:
- a. title sheet with notes and maps
  - b. site demolition plan
  - c. grading and drainage plan
  - d. site construction plan and details
  - e. irrigation plan and details
  - f. planting plan and details
  - g. lighting plan
  - h. erosion control plan
  - i. technical specifications
  - j. bid form outline
  - k. storm water pollution prevention plan (SWPPP) (provided by subconsultant, submission to State done by City)
- 3.05 Review above documents with City Parks staff in a single work session. Resolve outstanding issues and proceed; provide written *meeting summary*.
- 3.06 Continue to coordinate the design with subconsultants, City departments and utility companies; provide *written memos* and *correspondence*.
- 3.07 Prepare 75% complete set of *construction documents and estimate* and submit to City staff. Coordinate submittal to Public Works, and Building Departments and other City departments for plan review.
- 3.08 Review in a single phone meeting with City Parks staff; provide written *meeting summary*.
- 3.09 Upon receipt of review comments from City departments, prepare 100% complete set of *construction documents* and submit to City for plan check.
- 3.10 Revise documents to conform to redlined comments from City Departments; complete *bid form quantities and estimate* and coordinate printing for bid sets.
- 3.11 Resubmit to building department for issuance of building permit.
- 3.12 Provide City with *reproducible documents* on mylar ready for bid.

3.13 Provide City with CD containing all electronic files.

#### 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 3.0 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 of Sacramento 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

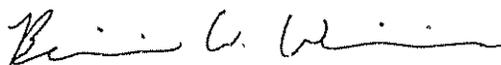
1.0	Design Development	
	(a) Callander Associates (lump sum) .....	\$11,950
	(b) Surveyor (lump sum) <sup>(1)</sup> .....	\$16,000
	(c) Environmental Consultant (lump sum) <sup>(1)</sup> .....	\$17,000
	(d) Geotechnical Engineer (lump sum) <sup>(1)</sup> .....	\$13,000
	Subtotal 1.0 .....	\$57,950

2.0	Permitting	
	(a) Callander Associates (lump sum).....	\$4,050
	(b) Environmental Consultant (lump sum) <sup>m</sup> .....	\$13,500
	Subtotal 1.0.....	\$17,550
3.0	Construction Documents	
	(a) Callander Associates (lump sum).....	\$73,300
	(b) Environmental Consultant (hourly w/ allowance of) <sup>m</sup> .....	\$5,000
	(c) Electrical Engineer (lump sum) <sup>m</sup> .....	\$5,000
	Subtotal 1.0.....	\$83,300
4.0	Construction Administration.....	(to be determined)
5.0	Additional Services.....	(to be determined)
6.0	Reimbursable Expenses (allowance).....	\$2,800
	<b>Total Estimated Compensation (as noted).....</b>	<b>\$161,600</b>

<sup>m</sup> Subconsultant fees for these services will need to be verified with specific scopes. The above amounts are tentative allowances to assist you in preliminary budgeting for these services.

If you have any further thoughts or questions, please give me a call. We would like to discuss your schedule requirements so the project can move forward as quickly as your process will allow.

Sincerely,

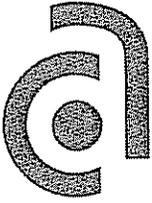


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Benjamin W. Woodside, ASLA, RLA #4590  
Principal  
Callander Associates Landscape Architecture, Inc

- Attachments:
- Standard Schedule of Compensation 2007 RC
  - Project Limits Diagram, dated 2-15-07
  - Land Management Proposal dated February 13, 2007
  - Treadwell & Rollo Proposal dated February 16th, 2007
  - New Sutter's Landing Improvements dated 4-23-07

Notice: Landscape architects are regulated by the State of California.



Callander Associates  
Landscape Architecture, Inc

**Standard Schedule of Compensation 2007 RC (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	\$181/hour	Construction Manager	\$113/hour
Principal	\$147/hour	Assistant 1	\$108/hour
Associate 1	\$142/hour	Assistant 2	\$100/hour
Associate 2	\$130/hour	Assistant 3	\$91/hour
Associate 3	\$117/hour	Assistant 4	\$85/hour
Project Manager 1	\$130/hour	Assistant 5	\$73/hour
Project Manager 2	\$117/hour	Assistant 6	\$68/hour
Project Manager 3	\$113/hour	Word Processor	\$85/hour
Project Manager 4	\$108/hour	Accounting	\$100/hour
Project Manager 5	\$100/hour		

**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.

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Landscape Architecture  
Urban Design  
Land Planning  
Park and Recreation Planning  
Environmental Planning

Peter Callander, ASLA Principal  
Mark Slichter, ASLA, Principal  
Brian G. Fletcher, ASLA, Principal  
Erik Smith, ASLA, Principal  
Benjamin W. Woodside, ASLA, Principal



8950 Cal Center Drive  
Building 3, Suite 300  
Sacramento, CA 95826  
916.564.4500  
916.564.4501

02/13/07 10:00 AM

February 13, 2007

Mr. Ben Woodside  
Project Manager  
Callander Associates  
11180 Sun Center Drive, Suite 104  
Rancho Cordova, CA 95670-6167

**Subject:** Proposal for Environmental Studies and Permitting in Support of  
Sutter's Landing Park (Phase I Development)

Dear Mr. Woodside:

Environmental Science Associates (ESA) is pleased to submit this proposal to Callander Associates to prepare an environmental studies and permitting services in support of Phase One development at Sutter's Landing Park. The park is located in the City of Sacramento on the south bank of the American River.

ESA understands that the City of Sacramento (City) will serve as the Lead Agency pursuant to the California Environmental Quality Act (CEQA). Although the City has already prepared an Environmental Impact Report (EIR) in support of the Sutter's Landing Park, the EIR will be supplemented to include further, more focused environmental review for each additional phase of park development. ESA proposes to provide biological technical studies in support of a supplemental EIR and to assist the City with the preparation of permit applications pursuant to the various federal and state permit requirements. The following pages describe our understanding of the project, our proposed scope of work, estimated schedule, and summary qualifications for the individuals proposed to conduct the work, project assumptions, estimate ESA's relevant experience.

For over 35 years, ESA has prepared more than 5,000 environmental documents in compliance with CEQA, the National Environmental Policy Act (NEPA), Clean Air Act, Clean Water Act, Resource Conservation and Recovery Act, state and federal endangered species acts, and other local, state, and federal environmental requirements. ESA assists clients in complying with the requirements associated with these and other environmental laws and regulations. The ESA Land Management group provides these services to land managers throughout the Central Valley-Sierra Region, including federal, state, and local agencies, engineering and architectural firms, and private entities. Our breadth of experience ranges from large environmental impact reports/studies for land management and development projects to initial studies/mitigated negative declarations and permitting projects, such as this project. The project team has direct experience with agencies and resources in the area and is currently working on similar projects. (Please refer to Attachment A for relevant experience and Attachment B for staff qualifications).

## Project Understanding

ESA understands that park development processes have been ongoing for several years. The existing Park Master Plan includes proposed recreational elements that were generated through workshops with the community. The 172-acre site includes four areas: The west site, Waste Management Units A & B, the "Triangle" area, and buffer areas. The proposed Phase One development will occur on the West site and in the buffer area south of the American River. Potential facilities for inclusion in Phase One will include, but are not limited to, the following:

- Open field areas for biking, soccer, etc.
- Paved areas for basketball, roller hockey, etc.
- Dog park;
- West restroom;
- Construction of an unpaved pedestrian access trail (in the location of an existing informal trail) over the levee to provide access to the south bank of the American river. (Although pedestrians will be allowed to portage canoes and kayaks to the river, no formal boat launch facilities will be provided.).

ESA understands that the location of these facilities may vary slightly from those shown in the original Sutter's Park Landing Master Plan, and that more focused environmental studies will be required to amend the existing Master Plan EIR. We also understand that detailed studies associated with the placement of park facilities over former landfill areas will require special studies—such as a human-health risk assessment, a CQA plan, a soil management plan, worker health and safety plan, and a landfill gas study—which will be prepared by another consultant. If requested, ESA can review and summarize these studies to prepare sufficient discussions for the supplemental EIR, but these services are not proposed at this time.

## Scope of Work

The following scope of services describes the specific tasks that ESA will complete for this project. Our scope of work is based on our understanding of the project described and our previous experience preparing similar documents.

### **Task 1—Biological Resources Evaluation and Documentation**

The project area contains riparian habitat adjacent to the American River, including habitat for special status species such as the valley elderberry long-horned beetle (VELB) and Swainson's hawk. Raptor nests have also been observed in this area. Additional raptors observed include red-tailed hawk and red-shouldered hawk. The American River is known to provide habitat for rare, threatened, and endangered fish species and species of concern, such as *salmonids* and other anadromous fish species.

This task will document through field and office investigations project-specific areas of potential environmental sensitivity with regard to compliance with CEQA (e.g., habitat for special-status species) and/or in support of applicable state and federal environmental permit applications. Biological resources will be documented in a Biological Resources Report which can be included as an appendix to the project's CEQA document. Task components associated with preparation of the Biological Resources Report include the following:

### **Task 1A -- Background Data**

Within the specified study area for the Phase One development, ESA biologists will query the California Natural Diversity Database (CNDDB) and other geographic information system (GIS) databases for the project area. Special status species' habitats will be mapped and quantified within the project area using GIS.

A background review of other literature sources, including the previously prepared EIR for the Sutter's Landing Park Master Plan, will be conducted, and we will use existing information to the fullest extent possible.

### **Task 1B -- Field Investigation**

Within the specified study area for the Phase One development, existing vegetation communities will be field-mapped as an overlay to aerial photography (most recent color digitally available) according to the California Department of Fish and Game (CDFG) Vegetation Communities classification and Wildlife Habitat Relationships (WHR) habitats. The field investigation will include a reconnaissance level (non-delineation) assessment of general extent and composition of sensitive habitats including riparian and wetlands/waters.

While no protocol-level special-status plant and wildlife surveys are proposed as part of this scope, habitat evaluations for species that have been previously documented within the project area and/or that are documented by the CNDDB will be conducted on-site. Habitat evaluations will include the following:

- A raptor nest survey within one-half mile of the study area, coordinated with known CNDDB nest locations, if any;
- Elderberry shrubs will be identified and mapped via global positioning unit (GPS) within at least 100 feet of an identified construction easement (assumed to be provided by the client or engineer) through the riparian area in which elderberry has been documented.
- This scope assumes based on site background information and project design that waters of the U.S. within the project area are limited to the American River, and that the project will not affect the American River within its ordinary high water mark. As such, it is assumed that it is not necessary to conduct a jurisdictional wetlands delineation within the project area. Should this assumption not be met, ESA can conduct a delineation under a separate scope and budget upon request.

## **Task 1C -- Biological Resources Report**

A Biological Resources Report will be prepared and formatted to facilitate its use for the project's CEQA document. Information from Tasks 1A and 1B will be used to describe the project's biological and regulatory setting as well as quantified habitat types and potential for species occurrence. Thresholds of significance will be identified and compared to the magnitude of any potential impacts to biological resources (including special status species, waters of the U.S., sensitive natural plant communities, and other biological resources that are otherwise regulated). We will then identify mitigation measures that may reduce impacts to a less than significant level. The results of this evaluation will be provided in a bound report that would be suitable for an appendix to the EIR.

### *Deliverables*

- *Two (2) copies of the Administrative draft Biological Resources Report for review by the City;*
- *Two (5) copies of Final Biological Resources Report to the City and applicable parties*

### *Cost*

ESA proposes to prepare the Biological Resources Report (Tasks 1A through 1C) for a not-to-exceed fee of \$17,000. This is based on estimates of \$6,000 for the raptor survey, \$3,000 for the elderberry survey, and \$8,000 for remaining field investigation, mapping and report documentation.

## **Task 2—Permit Applications: Preparation and Submittal**

ESA proposes to assist the City by preparing and filing permit applications to satisfy requirements that are known as of the current time pursuant to the CDFG, the California Regional Water Quality Board (CRWQB), and the State of California Reclamation Board (Reclamation Board). Based on site background information and project design, it is assumed that the project will not affect waters of the U.S., therefore a Clean Water Act Section 404 permit and/or Rivers and Harbors Act Section 10 permit would not be required, nor would a Clean Water Act Section 401 Water Quality Certification be required from the CRWQB. Should these assumptions not be met, one or more of these permit applications may be prepared under separate scope and budget upon request.

Findings of the Biological Resources Report (Task 1) will further inform the project's status with regard to any potential effects to federally listed species, including VELB. Formal consultation with the USFWS or NMFS may be necessary pursuant to FESA should the project potentially affect federally listed species. For the purpose of this scope of work and cost estimate, we assume that impacts to federally listed and proposed species will be avoided.

## **Task 2A—California Department of Fish and Game Streambed Alteration Agreement**

ESA will prepare and submit an application for a CDFG Streambed Alteration Agreement as required under the California Fish and Game Code Sections 1600-1616 for proposed activities that would obstruct the flow of, or alter the bed, channel, or bank of a waterway in which there is a fish or wildlife resource. Submittal requirements for a 1600-1616 application include a fee payment, project description and drawings, and detailed documentation in response to several application questions regarding potential aquatic resource impacts. This task assumes that the City will provide the application fee.

Note that completed CEQA documentation must be attached to the Streambed Alteration Agreement application in order for the application to be considered complete. Therefore, although the application will be prepared concurrently with other permit applications, it will be sent to CDFG immediately upon completion of the CEQA process with applicable documentation attached.

This task assumes that one administrative draft application will be prepared, and that comments on the administrative draft will be consolidated onto one (1) copy for ESA's use.

### ***Deliverables***

- *Two (2) copies of the Administrative draft Streambed Alteration Agreement application for review by the City and applicable parties;*
- *Submittal of Final Streambed Alteration Agreement application to CDFG and up to five (5) copies distributed among the City and applicable parties.*

### ***Cost***

ESA proposes to prepare the Streambed Alteration Agreement application for a not-to-exceed fee of \$5,000.

## **Task 2B—Biological Documentation for Reclamation Board Encroachment Permit**

ESA will provide the biological documentation in support of the City's application for a Reclamation Board encroachment permit. This permit is required for projects which affect levees and designated floodways adjacent to federal and state authorized flood control projects. The Reclamation Board's jurisdiction includes areas both waterward of levees and up to 10 ft. landward of the levee toe.

### ***Deliverables***

- *Two (2) copies of the Administrative draft biological information in the form of answers to permit form questions and/or a biological resources attachment/appendix, for review by the City and applicable parties;*

- *Submittal of Final biological information in the form of answers to permit form questions and/or a biological resources attachment/appendix and up to five (5) copies distributed among the City and applicable parties.*

**Cost**

ESA proposes to prepare the biological documentation in support of the Reclamation Board encroachment permit for a not-to-exceed fee of \$2,000.

**Task 2C—Stormwater Pollution Prevention Plan (SWPPP)**

Per the requirements of the CRWQB for proposed projects that would conduct grading of areas over one acre in size, ESA proposes to prepare a SWPPP for the Phase One development. The SWPPP will address erosion control measures to protect surface water quality including recommendations for tools such as silt fencing. The SWPPP will utilize Best Management Practices (BMP's) as identified in the CalTrans BMP manual, and will make specific recommendations on the locations, placements, and types of BMP's to be employed during construction to protect water quality.

**Deliverables**

- *Two (2) copies of the Administrative draft SWPPP for review by the City and applicable parties.*
- *Submittal of Final SWPPP and up to five (5) copies distributed among the City and applicable parties*

**Cost**

ESA proposes to prepare the SWPPP for a not-to-exceed fee of \$6,500.

**Task 3—Project Management, Meetings, and Agency Coordination**

Throughout the preparation of the CEQA document and permit applications, FSA's Project Manager will conduct meetings with the project team to address issues as they arise. The Project Manager will work directly with the project team to ensure that the project is adequately addressed and that proposed design strategies are feasible, including up to three meetings with the prime consultant and up to three meetings with the City of Sacramento. This task also includes preparing and submitting up to two technical memoranda to the prime consultant or City related to project progress or compliance. Additional meetings required by the project will be conducted on a time and materials basis.

**Deliverables:** *Two (2) meetings with the prime consultant, three (3) meetings with the prime consultant and City staff, and up to three (2) technical memorandum progress reports*

## Estimated Schedule

ESA is prepared to start work immediately upon receipt of an executed contract. ESA will work with the prime contractor and appropriate City staff to perform a site reconnaissance within two weeks (10 business days) from contract execution. ESA will provide draft copies of deliverables associated with the above tasks within 12 weeks of contract execution, and provide final versions of these reports within 3 weeks upon receiving review and comments by the prime consultant and the City. This schedule is based on the following assumptions:

- Agency files, if necessary for review, will be available within the time allotted to complete these studies and analyses;
- ESA will be granted access to the subject property;
- A recent digital aerial photograph of the study area will be made available to ESA.

## Project Assumptions

The project scope of work, estimated budget, and schedule of this proposal are based on several assumptions that are summarized below to further define the proposed scope of work.

- One administrative draft of each document will be prepared for the client. The client will provide ESA with one copy of the draft comments, which will consolidate all proposed changes from the Callander Associates and the City of Sacramento.
- The client and responsible agencies will cooperate with the consultant team in a timely manner, and neither the client nor others outside the study team will stop work following project initiation. Should work be stopped or delayed for a period exceeding sixty (60) days, ESA will be reimbursed for costs to date. Should work be stopped or delayed by others, ESA shall have the right to renegotiate costs of work required.
- Neither formal nor protocol-level special-status species surveys will be required. If required, this work will be performed on a time-and-materials basis.
- This scope of work does not include a formal wetland delineation report, Section 404 permit application, or Biological Assessment (per Section 7 of the FESA). ESA can conduct these tasks on a time and materials basis should these tasks be required at a future time.
- This proposal is valid for forty-five (45) days and contingent on ESA and the client executing a mutually agreeable contract.

ESA recognizes that these assumptions may be subject to change by the client during the course of the project. While such changes would not necessarily result in modification of the scope, schedule, or cost, ESA must reserve the right to propose such modifications in the event of such changes.

## Estimated Budget

Based on the proposed scope of work above, ESA can complete the Tasks 1A through 2C for a total lump sum cost of \$30,500, with meeting attendance as a separate cost based on time and materials.

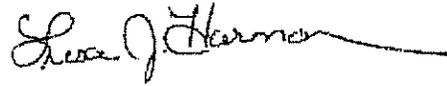
## Schedule

As previously stated, ESA is prepared to begin work immediately to support the proposed project. We thank you for the opportunity to present this proposal to Callander Associates. We trust you will find this information adequate for your review. Should you need additional information or have any questions, please do not hesitate to call.

Sincerely,



Erich L. Fischer  
Director



Lisa J. Harmon  
Project Manager

Attachments



16 February 2007

Mr. Ben Woodside  
Callander Associates  
2941 Sunrise Boulevard, Suite 130  
Rancho Cordova, California 95742

Subject: Proposal  
Geotechnical Consultation  
Sutter's Landing Park  
Sacramento, California

Dear Mr. Woodside:

Treadwell & Rollo, Inc. (T&R) is pleased to present this proposal to provide geotechnical consulting services for the proposed Sutter's Landing Park site in Sacramento. The Sutter's Landing Park is an approximately 172-acre site to be developed on the closed 28<sup>th</sup> Street Landfill adjacent to the American River in downtown Sacramento.

**SCOPE OF SERVICES**

We propose to provide geotechnical consultation on an "as-needed" basis for the purpose to developing design documents for boat launch, dog park, and bocci ball court portions of the proposed Sutter's Landing Park project. Specifically, we planned to review design concepts developed by Callander Associates, provide geotechnical input regarding settlement estimates and surface water infiltration through the proposed landfill cover material, and provide comments to subsurface drainage details developed by Callander Associates. In addition, we will prepare a health and safety plan, a soil management plan, and construction quality assurance testing requirements for the project. The objective of our services will be to provide documents and information necessary for regulatory review of the proposed project.

**ESTIMATED FEE**

We will perform our services in accordance with your Master Agreement between the City of Sacramento and the project Subconsultants. A breakdown of our estimated fees is presented below:

<b>Geotechnical and Landfill Consultation Services</b>	
Review of conceptual design documents provided by Callander Associates.....	\$ 1,000
Landfill settlement analyses.....	1,500
HELP analyses.....	2,000



Mr. Ben Woodside  
Callander Associates  
16 February 2007  
Page 2

Health and safety plan .....	2,000
Soil management plan .....	1,500
Construction quality control plan .....	1,500
Project management, three meetings, and consultation .....	<u>3,500</u>
<b>GRAND TOTAL .....</b>	<b>\$13,000</b>

It should be noted that the proposed health and safety plan, soil management plan, and construction quality control plan will likely be reused as additional phases of the Sutter's Landing Park project are implemented.

We appreciate the opportunity to present this proposal to you for the Sutter's Landing Park project. If you have any questions regarding the information contained in this proposal, please call.

Sincerely yours,  
TREADWELL & ROLLO, INC.

Dean H. Iwasa, GE 2285  
Senior Associate

## **New Sutter's Landing Improvements**

4/23/07

The following estimates are based on park development budgets of \$358,000 per acre, and that they are to be developed as interim projects.

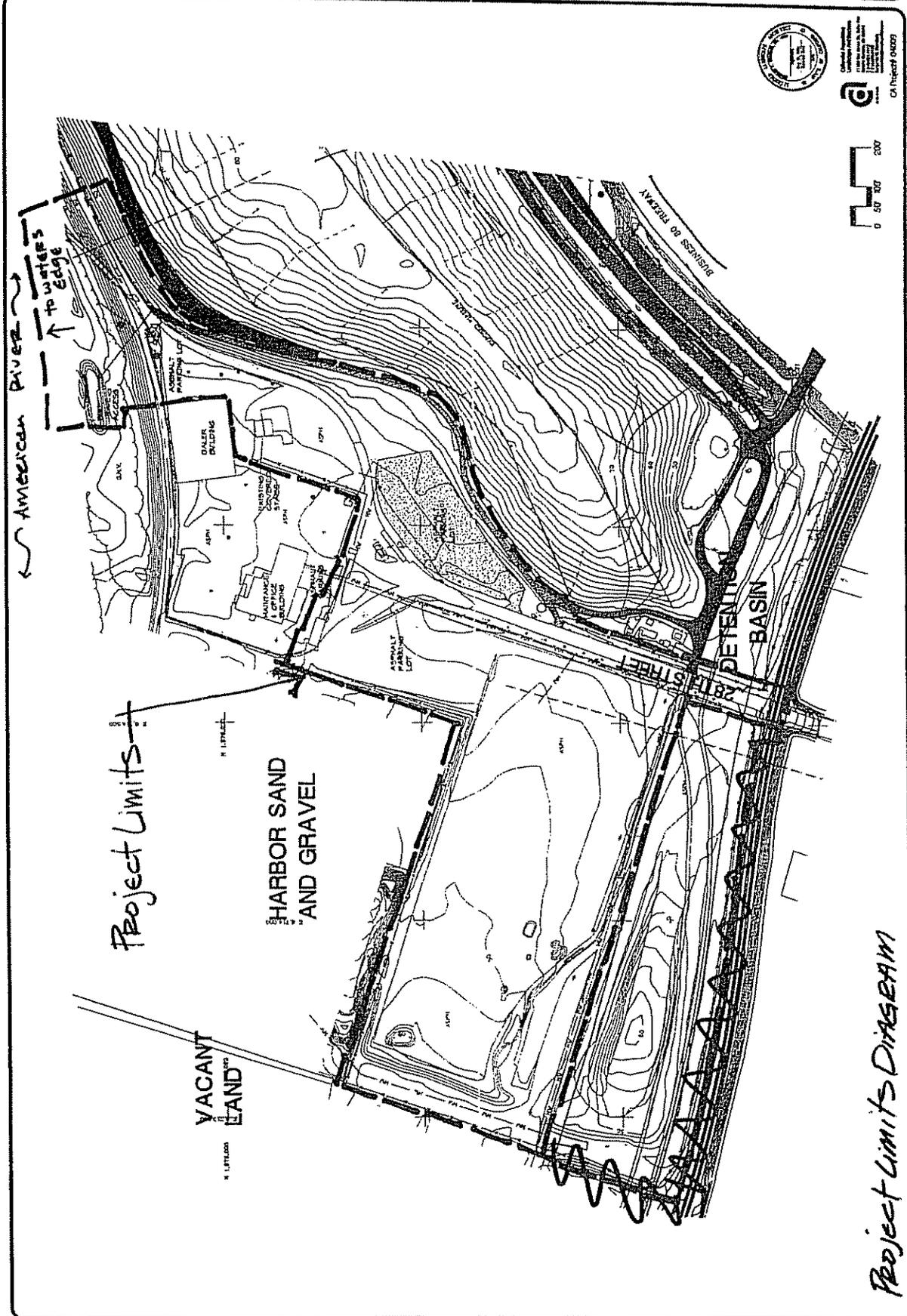
1. **Dog Park – 2Ac +/-**, with minimal improvements, (4) benches, (6) trees in planters, irrigation, 6' fence w/ sally port & maintenance gate, drinking fountain w/ pet fountain, (2) shade canopies, agility course. **\$350,000**
2. **River Access / Small Boat Launch** – minimal levee improvements to include a small hand carry boat launch, signage, coordination with county & state. **\$200,000**
3. **Bocce Courts** – develop (2/3) full sized bocce courts with shade canopies, lights and support areas. **\$250,000**
4. **Basketball** – develop (2/3) full court basketball courts, w/ lights. **\$100,000**
5. **Trailhead** – Install APP art work, install drinking fountain and have permanent interpretive signs made & installed. **\$35,000**
6. **Restroom** – Install prefab restroom (2) stalls w/ outside sink & counter for fish cleaning. **\$250,000**

CITY OF SACRAMENTO  
 Department of Parks and Recreation  
 Parks Planning, Design and Development  
 131 Street Suite 400 Sacramento, CA 95814

SUTTERS LANDING PARK

PROJECT NUMBER: 020  
 DATE: 02/20/07  
 SCALE: AS SHOWN  
 DRAWN BY: [Name]  
 CHECKED BY: [Name]

0 50' 100' 200'



Professional Engineer  
 State of California  
 License No. [Number]  
 City of Project 02007

Project Limits Diagram  
 DATED 02-20-07 REV 5-5-07

Jan 29 2007 9:24AM Callander Associates No 6414 P 1  
**CERTIFICATE OF INSURANCE**

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			Each Occurrence \$ 2,000,000
	<input checked="" type="checkbox"/> Contractual Liability			General Aggregate \$
	<input checked="" type="checkbox"/> Underground Hazard Coverage			Products - Completed \$
	<input checked="" type="checkbox"/> Personal Injury			Operations Aggregate \$
	<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			
	EXCESS LIABILITY	POLICY PERIOD		BODILY INJURY AND PROPERTY DAMAGE (Combined Single Limit)
	<input type="checkbox"/> Umbrella	Effective Date	Expiration Date	Each Occurrence \$
	<input type="checkbox"/> Other			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)
DG3 0125 F10 030	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.  
 ADDITIONAL INSURED

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, LOSS CONTROL  
 PROJECT: ALL CITY OF SACRAMENTO CONTRACTS  
 PROJECT#: VARIOUS

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.

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

Agent's Code Stamp  
 AFO Code 11. WINTERS 05-2810  
 PENINSULA AFO F163

Jan 29 2007 9:22AM Callander Associates

No 6414 P 2

CD Policy No. 97-LW-5874-3

FE-6609



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.

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: D83 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: WAUUAH74F86N131576  
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: WAUUAH74F86N131576

Odometer Information  
Odometer reading: 28  
Odometer date: 05-2008

**Additional Interests**

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

Jan 8 2007 3:07PM Callander Associates

CALLAASSO1

Client#: 56

DATE (MM/DD/YYYY)  
7/19/06

# ACORD CERTIFICATE OF LIABILITY INSURANCE

**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		NAIC #
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 LTR	ADDL INSTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
		<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR  GENERAL AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PER- <input type="checkbox"/> EVENT <input type="checkbox"/> YEAR				EACH OCCURRENCE	\$
		<b>AUTOMOBILE LIABILITY</b> <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 (Per accident)	\$
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY	\$
		<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  DEDUCTIBLE RETENTION \$				EACH OCCURRENCE	\$
A		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY FROM THE WORKER OR THE EXECUTIVE OFFICER/EMPLOYEE OR HIS/HERS If yrs. describe under SPECIAL PROVISIONS below OTHER	WZPB0941611	07/01/06	07/01/07	<input checked="" type="checkbox"/> NO STATU- TORY LIMITS <input type="checkbox"/> OTH- ER	\$1,000,000
						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  
*James H. Steiner*

Jan 8 2007 3:07PM Callander Associates

No 5091 P 6/6



State Farm  
Specialty Products

# CERTIFICATE OF INSURANCE

ISSUE DATE: January 2, 2007

<b>Producer</b> 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.	
<b>Producer Code #:</b> 052810		<b>INSURER AFFORDING COVERAGE</b>	
<b>Insured</b> CALLANDER ASSOCIATES LANDSCAPE ARCHITECT DBA: CALLANDER ASSOCIATES 311 SEVENTH AVENUE SAN MATEO, CA 94401		STATE FARM FIRE AND CASUALTY COMPANY BLOOMINGTON, IL	
<b>COVERAGES</b> 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.			
<b>POLICY NUMBER</b>	<b>POLICY EFFECTIVE DATE</b>	<b>POLICY EXPIRATION DATE</b>	
PS 0000000576702	January 1, 2007	January 1, 2008	
<b>TYPE OF INSURANCE</b>		<b>LIMIT OF LIABILITY</b>	
ARCHITECTS & ENGINEERS PROFESSIONAL LIAB		\$1,000,000 - Limit of Liability Each Claim \$1,000,000 - Total Limit of Liability	
Retroactive date: Unlimited			
<b>CERTIFICATE HOLDER</b> CITY OF SACRAMENTO 1231 I STREET, SUITE 400 SACRAMENTO, CA 95814		<b>CANCELLATION</b> 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(RHVA) (01/01)

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