Title: Agreement and Budget Transfer: North Natomas Library Tech Art Project (L19920000)

Location: District 1

Recommendation: Adopt a Resolution: 1) authorizing the City Manager or the City Manager’s designee to transfer $496,000 in General Funds (Fund 1001) from the expenditure budget in the North Natomas Community Center and Aquatic Complex Project (L19140410) to the expenditure budget in the Art in Public Places Program (L19920000); 2) awarding an Agreement to purchase artwork to Vincent Damyanovich in an amount not to exceed $110,000 for the North Natomas Library Tech Art Project; and 3) authorizing the City Manager or the City Manager’s designee to execute the agreement specified above.

Contact: Donald Gensler, Arts in Public Places Specialist, (916) 808-8493; Jody Ulich, Director, (916) 808-5105, Convention and Cultural Services Department

Presenter: None

Attachments:
1-Description/Analysis
2-Background
3-Resolution
4-Agreement
Description/Analysis

**Issue Detail:** The *North Natomas Library Tech Art* is a new District 1 City of Sacramento technology-focused interior wall hanging or freestanding artwork in the entrance hallway of the current North Natomas Library, a branch of the Sacramento Public Library System. The project is located at the North Natomas Library but funded through the North Natomas Community Center and Aquatic Center Complex percent for art requirement.

Mr. Damyanovich was selected by a diverse panel based on his past work and written proposal to work with library and neighborhood stakeholders to hear about their interests and discuss audience for the artwork. The project is a pilot project for Sacramento to explore technology-focused artwork, its benefits, variations, and limitations. The work will be designed to either hang on the entrance hallway wall or be free-standing in such a way to not block pedestrian traffic into the library and allow for both sensory and educational experiences to library visitors. Technology-focused artwork does not have a specific definition, but can entail artwork involving digital screens, LED lights, computers, vibrations, sound (appropriate for a library), or other sensory technology.

The North Natomas Library is within the general area of the North Natomas Community Center and Aquatic Complex, and the proposed technology-focused artwork will be an addition to the Library, not the Community Center or Aquatic Center. There will be separate public art projects at the Aquatic Center Complex location. Additional clarifying information about the project scope, funding, and timeline are located in the attached project plan for the North Natomas Library Tech Art project labeled as “Background.”

**Policy Considerations:** The Sacramento Metropolitan Arts Commission (SMAC) is charged with providing for the nature, selection, and placement of artworks, subject to the City’s approval of the artwork purchase contracts. Pursuant to Sacramento City Code section 3.04.020 any agreement for the purchase, design, or fabrication of artwork that is more than $100,000 requires City Council approval.

**Economic Impacts:** None.

**Environmental Considerations:** Under the California Environmental Quality Act (CEQA), continuing administrative activities, such as what is recommended in this report, do not constitute a “project.” [CEQA Guidelines section 15378(b)(2)]

**Sustainability:** Not Applicable.
Commission/Committee Action: In accordance with City Code section 2.84.130, SMAC has the authority to provide for the nature, selection, and placement of Arts in Public Places (APP) artwork purchases.

Rationale for Recommendation: The North Natomas Library Tech Art project is a culmination of efforts from the District 1 Councilmember’s office, the Sacramento Public Library, and the Sacramento Metropolitan Arts Commission. On September 3, 2019, a panel of City and community representatives selected Mr. Damyonovich as its first choice to complete the project. Mr. Damyonovich has stated he will be responsive to community and neighborhood input and involve these stakeholders through the design process. The artwork will be installed permanently on the grounds of the North Natomas Library.

Financial Considerations: A budget transfer for funding from the North Natomas Community Center and Aquatic Complex Project (L19140410) to the Art in Public Places Program (L19920000) in the amount of $496,000 is necessary to execute the Agreement with Vincent Damyanovich to complete the North Natomas Library Tech Art Project and other future public art stemming from the North Natomas Community Center and Aquatic Complex Project. Upon approval of the recommended budget adjustment, there will be sufficient funding in the Art in Public Places Program (L19920000) to execute the Agreement with Mr. Damyanovich in an amount not to exceed $110,000.

Local Business Enterprise (LBE): Not Applicable.
NORTH NATOMAS LIBRARY TECH ART

[ART PROJECT PLAN: TECHNOLOGY FOCUSED PERMANENT ARTWORK IN LIBRARY ENTRANCE]

North Natomas Library Tech Art is a new District 1 City of Sacramento technology focused interior wall hanging or freestanding artwork in the entrance hallway of the current North Natomas Public Library.

OPPORTUNITIES AND ART SITES

The lead artist or artist team will work with library and neighborhood stakeholders to hear about their interests and discuss audience for the artwork. The project is a pilot project for Sacramento to explore tech focused artwork, its benefits, variations, and limitations. The work should be designed to last 10 years at which point, the artist should describe in the required maintenance plan, the artist's recommendations after the initial 10-year installation period.

The site is the entrance hallway (images of the hallway are attached to this RFQ). The work should be designed to either hang on the wall or be free-standing in such a way to not block pedestrian traffic into the library. However, the artist will be selected based on their experience and quality of past artwork. While not all past work is required to be tech focused, the artist’s past work should demonstrate an ability to successfully produce and deliver a tech focused work.

Technology focused artwork is not defined specifically. High-tech or low-tech approaches are acceptable and will be considered. Artwork involving digital screens, LED lights, computers, vibrations, sound (appropriate for library), or other sensory technology explorations are encouraged. There is no limit or criteria regarding the type of technology implemented. Works providing educational or sensory experiences are encouraged.

ART BUDGET

If selected, the lead artist will be awarded a total budget (including all artist’s costs and expenses) of $110,000 for the design, fabrication, and installation of the interior technology focused artwork. As part of the project, the artist must hold one public presentation where the artist will discuss the work created and the technology presented within the artwork. Artist’s budget should include maintenance and service of the artwork for two years after installation. To be negotiated and agreed upon in the artist contract with the City, after the two-year warranty period, the artist may suggest an ongoing maintenance proposal detailing hourly costs and services provided.

SACRAMENTO METROPOLITAN ARTS COMMISSION’S PROCESS

A selection panel will review submissions and identify an artist or artist team to undertake the project. The composition of the selection panel members may vary but will typically include a member of the Arts Commission, a curator or arts administrator, an artist, a neighborhood stakeholder, and a participating agency stakeholder.

If awarded the project commission, the lead artist will be required to attend periodic meetings in Sacramento, present concept proposals to the selection panel and Arts Commission, and attend community meetings as required. The selected artist or artist team will be responsible for overseeing the design and installation of the commissioned artwork and for working cooperatively with the project stakeholders, city staff, and consultants.

ARTIST SELECTION CRITERIA

The chosen artist / artist team will be selected according to the following criteria:

• Innovation, quality, and creativity in previous projects / artwork
• Demonstrated experience and professional practice with technology focused artwork
• Experience and success in creating a public artwork in collaboration or cooperation with city agencies and community stakeholders
• Interest in site specific installations and responsiveness of previous artwork to exhibited locations

FUNDING
The project is funded through the traditional 2% for art Capital Improvement Project (CIP) dollars. The CIP project funding the proposed Library artwork is the new North Natomas Aquatic Center Complex (NNACC). The Library is in the same general complex as the Aquatic Center and CM Ashby’s office has elected to split off a portion of the allotted public art dollars to create a new technology focused artwork for the library entrance hallway. The specific project costs are estimated at:

<table>
<thead>
<tr>
<th>BUDGET</th>
<th>EXPENSES</th>
</tr>
</thead>
<tbody>
<tr>
<td>NNACC 2% funds: $145,000</td>
<td>Artist Fee (design and fabrication): $110,000</td>
</tr>
<tr>
<td></td>
<td>SMAC management: $21,750</td>
</tr>
<tr>
<td></td>
<td>Maintenance: $7,250</td>
</tr>
<tr>
<td></td>
<td>Project Admin costs: $6,000</td>
</tr>
<tr>
<td><strong>Total Budget:</strong> $145,000</td>
<td><strong>Total Expenses:</strong> $145,000</td>
</tr>
</tbody>
</table>

PRELIMINARY TIMELINE DETAILS
April 2019 - RFQ released for artists to apply
May 2019 - Panel selects artist and two runners up.
June 2019 - Artist is notified, contract initiated, design process starts
August 2019 - Artist presents design to the selection panel for approval to proceed
September – March 2020 Fabrication of artwork
April 2020 Artwork installed

PROJECT MANAGEMENT CONTACT
Donald Gensler, APP Project Manager, dgensler@cityofsacramento.org, 916-808-8493, 916-955-4564

APPENDIX
Exhibit A – Images of North Natomas Library Exterior and Interior
RESOLUTION NO. 2019-

Adopted by Sacramento City Council

October 22, 2019

Agreement and Budget Adjustment: North Natomas Library Tech Art

BACKGROUND

A. The North Natomas Community Center and Aquatic Complex (NNCCAC) would create civic amenities such as a 50-meter pool, three recreation pools, three support building, and a community center building for recreation programs, meetings, and events.

B. The North Natomas Library Tech Art is a new City of Sacramento District 1 technology-focused interior wall hanging or freestanding artwork in the entrance hallway of the current North Natomas Library, a branch of the Sacramento Public Library System. Mr. Vincent Damyanovich was selected by a diverse panel based on his past work and written proposal to complete the project.

C. $496,000 has been allocated for the Art in Public Places Program for the NNCCAC of which $145,000 is for the North Natomas Library Tech Art project.

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

Section 1. The City Manager or the City Manager’s designee is authorized to transfer $496,000 in General Funds (Fund 1001) from the expenditure budget in the North Natomas Community Center and Aquatic Complex Project (L19140410) to the expenditure budget in the Art in Public Places Program (L19920000).

Section 2. An Agreement to purchase artwork is awarded to Vincent Damyanovich in an amount not to exceed $110,000 for the North Natomas Library Tech Art Project.

Section 3. The City Manager or designee is authorized to execute the agreement specified above.
CITY OF SACRAMENTO

AGREEMENT TO PURCHASE ARTWORK

This Agreement is made at Sacramento, California, as of ______________ (“Effective Date”), by and between the City of Sacramento, a municipal corporation (“City”), and

Vincent Damyanovich
2720 Portola Way
Sacramento, CA 95818
info@vanguardfxstudio.com

(“Artist”). The City and Artist may be referred to collectively as “Parties” or in the singular as “Party,” as the context requires.

Background

A. The City has an Art in Public Places (“APP”) program as set forth in City Code Chapter 2.84, which requires at least two percent of the total construction costs for eligible projects be spent on artworks in public places. The Sacramento Metropolitan Arts Commission (“SMAC”) is charged with providing for the nature, selection, and placement of these artworks.

B. Through the APP program, funds have been allocated for the selection, purchase and placement of artwork (“Work”) to be installed at the North Natomas Library located at 4660 Via Ingoglia, Sacramento, CA 95835 (the “Facility”) in substantial conformance with Artist’s Design Proposal (“Proposal”). The Artist was selected through a competitive process and the artwork concept is to be approved by SMAC.

Based on the facts in the foregoing background, the City and Artist agree as follows:

1. Scope of Services. The services to be provided are set forth in Exhibit A, attached hereto and incorporated herein.

2. Payment. Artist shall be paid according to the fee schedule and manner of payment set forth in Exhibit B, attached hereto and incorporated herein.

3. Time of Performance. Time is of the essence in this Agreement. Artist shall dedicate such time and effort as is necessary to fulfill Artist’s obligations to completely finish and install the Work to the satisfaction of City within the timelines set forth in the Project Schedule established in Exhibit A, except as the Work may be delayed by circumstances described in Section 22, below. City shall make its staff and contractors reasonably
available to Artist for consultation and assistance in order to achieve the purposes of this Agreement.

4. **Documentation of Work.** Artist shall provide to the City twenty (20) high resolution (300 dpi minimum) professional quality digital images documenting the processes of Work fabrication and installation, and the completed Work. Artist shall also provide City with a complete schedule for maintenance of the Work in the form reflected in Exhibit C hereto.

5. **Artist Warranties.**

   A. **Restoration of Work Site.** Artist agrees and warrants that, within 30 days after the Work is accepted by the City, Artist shall restore the Work site (including the entire area affected by the fabrication and installation of the Work) to a state and condition that is substantially similar to that which existed when the Work was begun. Artist further agrees and warrants that, within the period specified herein, Artist shall repair or replace, as is determined necessary by City, and to the reasonable satisfaction of City, all property (real, personal or otherwise), which has been damaged, injured or otherwise adversely affected by the acts or omissions of Artist, Artist’s agents, contractors, or employees. Artist shall be solely responsible for all expenses and costs which may be necessary to comply with the requirements of this paragraph, and City shall have no responsibility or liability therefor.

   B. **Infringement.** Artist warrants that the Work is original and is solely the product of Artist’s own creative efforts and does not infringe the rights, including copyrights, of any person or entity. Artist also agrees to protect, defend, indemnify and hold City, its officers, agents and employees harmless from any action, claim, suit or liability based on a claim that work performed under this Agreement by Artist, or Artist’s agents or Artist’s subcontractors constitutes an infringement of any patent, copyright, trademark, trade name or other proprietary right of any party.

   C. **Originality of Work.** Artist also warrants that, unless otherwise stipulated in writing, the Work is original, that it is an edition of one (1), and that Artist shall not sell, license, perform or reproduce a substantially similar copy of the Work without the prior written consent of City. However, nothing contained herein shall prevent the Artist from creating future works in Artist’s style and manner of working.

   D. **Work Free from Defects.** Artist shall warrant and maintain the Work free from all faults or defects related to material or workmanship for a period of two years after the Work is accepted by City.
E. **Compliance with all Laws.** In performing services under this Agreement, Artist shall comply with all applicable federal, state, and local laws and regulations, including without limitation applicable state and federal occupational safety and health acts and regulations, and acquisition of all licenses, permits, or approvals that are legally required for Artist to provide any services under this Agreement. If any failure by Artist to comply with any laws or regulations results in a fine, penalty, cost, or charge being assessed, imposed, or charged against City, Artist shall reimburse and indemnify City for any such fine, penalty, cost or charge, including without limitation attorney fees, court costs, and expenses.

F. **Authority.** Artist warrants that he/she has the full power to enter into and perform this Agreement and to make the grant of rights contained in this Agreement.

G. **Survival.** These representation and warranties in this section shall survive the expiration or sooner termination of this Agreement.

6. **Transfer of Title to Work.** Title to the Work shall remain with Artist until City has accepted the Work as completed and it is installed to the satisfaction of City. When City has so certified, title shall transfer to City. Artist shall bear all risk of loss of the Work until title has been transferred to City, and City agrees to inspect Work and accept Work within thirty (30) days of Artist's notification of completion, unless the provisions of Section 8(A)(1) or 8(A)(2) apply.

7. **Performance Made Impossible.** In the event it shall become impossible for Artist to complete the Work because of illness, death or injury, this Agreement may be terminated at the sole discretion of City, and, in such event, all completed work, materials, and supplies related to the Work shall be delivered to City and shall, along with the Proposal, become City's sole property. City shall thereafter have no obligation to make any additional or further payments to Artist, and Artist shall have no further or additional claims against City with respect to the Work or such portion thereof as may be completed, or the Proposal, or with respect to any matter whatsoever pertaining to, affected by or embodied in this Agreement. In the event of such termination, City may take such action as may appear to it appropriate under the circumstances, including, without limitation of the generality of the foregoing, commissioning another artist to complete the Work. In the event that City completes the Work or arranges to have it completed, Artist's name shall be publicly displayed at, on or near the Work, unless Artist and City mutually agree otherwise.

8. **Acceptance of Work.**

A. City agrees to accept the completed Work unless:
(1) The Work was not completed in substantial conformance with the Proposal or other requirements in Exhibit A.

(2) The Work as completed or any portion thereof does not conform to a reasonable standard of artistic or technical quality. City shall provide its reasons for this finding to Artist in writing no later than ten (10) days after Artist has tendered the Work to the City for City's acceptance. Where the Artist disputes this finding, the dispute may, if the Parties so agree, be submitted to Arts Arbitration and Mediation Services ("A.A.M.S."), of California Lawyers for the Arts, Sacramento for resolution, and any decision by A.A.M.S. shall be binding upon City and Artist and neither shall have any further recourse or cause of action regarding the matters so resolved.

B. Upon the City's refusal to accept the Work for the reasons stated in Sections 8(A)(1) or 8(A)(2), City shall have the right to: 1) request that Artist correct the deficiencies in the Work within a reasonable time, or 2) terminate this Agreement and recover all sums previously paid to Artist. Both remedies shall be independent and cumulative and in addition to any other remedy available to the City at law or equity. Enforcement of one such remedy shall not be exclusive nor shall it be deemed an election of such remedy to the exclusion of any other or further remedy. However, nothing contained herein shall limit City's available remedies at law and equity.

C. No payments to Artist shall be deemed as a waiver of City's right to refuse to accept the Work.

9. **City Maintenance of Work.** City agrees to reasonably ensure that the Work is properly maintained and protected. City agrees that it will not intentionally destroy, damage, alter, modify or change the Work in any way. If an alteration should occur, either intentionally or unintentionally, the Work will no longer be represented as the work of the Artist without his or her written permission. City shall have the right to move or remove the Work from display or deaccession the Work, in City’s sole determination. In the event it becomes necessary to change the placement of the Work, City shall confer with Artist concerning placement, though the ultimate placement of the Work is solely within the City’s discretion.

10. **Repair of Work.** In the event repair of the Work is required after the two-year warranty period, City may give Artist the opportunity to perform the repairs for a reasonable fee. Fees for repair should be included with submission of the Maintenance plan. In the case of disagreement between City and Artist as to what constitutes a reasonable fee, the fee determined by an independent conservator selected by City shall be considered a
reasonable fee. In the event Artist refuses to make the repairs for such fee, City may arrange for repairs by another qualified person. When emergency repairs are necessary in order to prevent the loss of or further damage to the Work, such repairs shall be undertaken or arranged by City without advance notice to Artist, and such repairs shall not constitute an artistic alteration. City shall thereafter notify Artist as soon as is practicable.

11. **Work Authorship.** Artist shall retain the copyright to the Work and the right to claim authorship of the Work. City shall ensure that Artist’s name is publicly displayed on, at, or near the Work. In the event the Work is substantially damaged or altered, City shall no longer represent the Work to be the Work of Artist if Artist gives written notice to City that Artist denies authorship of the Work on the grounds stated in this paragraph. In the event City disputes the right of Artist to deny authorship, the matter may be submitted to A.A.M.S for mediation or arbitration. If the Parties select arbitration, the determination by A.A.M.S shall be binding upon City and Artist and neither shall have any further recourse or cause of action regarding the matters so determined.

12. **Artist Payment of Contractors and Employees.** In the event Artist hires or contracts with employees, subcontractors, or material suppliers, Artist shall pay these employees, subcontractors, or material suppliers out of the payments mace to Artist by City for completion of the phase of work for which the employees, subcontractors, or material suppliers provided labor or materials and provide proof of payment to the City prior to completion of the next phase of work. In the case of nonpayment of wages or other amounts due the employees, subcontractors, or material suppliers herein, City may withhold from Artist out of payments due a sum sufficient to pay such persons the amounts owed by Artist absent evidence satisfactory to the City of a legal basis for such nonpayment. All subcontractors shall be properly licensed pursuant to the California Contractors State License Law (California Business and Professions Code section 7000 et seq.). Before performing any work, each subcontractor shall provide to the City and Artist evidence that the subcontractor has workers’ compensation insurance coverage.

13. **Prevailing Wages.** This Agreement is subject to the provisions of Sacramento City Code section 3.60.180 which requires, among other things, that Artist pay not less than the prevailing rate of wages, as determined by the Director of the California Department of Industrial Relations pursuant to California Labor Code section 1773, for “public works” identified as:

A. Construction work in an amount exceeding $25,000; or

B. Alteration, demolition, repair, or maintenance work in an amount exceeding $15,000.
If the fabrication and/or installation of any Work under this Agreement is determined by any administrative agency having jurisdiction to be a "public work" under California Labor Code section 1720 et seq. and Artist subcontracts all or any part of the fabrication or installation of any Work under this Agreement, Artist agrees to pay to all persons performing labor not less than the highest general prevailing rate of wages. If payment of the prevailing rate of wages is required, Artist and every lower-tier subcontractor shall submit certified payrolls and labor compliance documentation electronically when and as required by City. Artist is responsible for compliance with Sacramento City Code section 3.60.180, and shall include these requirements in every subcontract or subagreement. This Agreement is subject to compliance monitoring and enforcement by the California Department of Industrial Relations, as specified in California Labor Code section 1771.4.

14. **DIR Registration.** California Labor Code Section 1725.5 requires Artist and all lower-tier subcontractors performing public works services to be currently registered with the California Department of Industrial Relations (DIR), as specified in California Labor Code Section 1725.5. Further information can be found on DIR's website at http://www.dir.ca.gov/Public-Works/Contractors.html. The above summary is provided solely for informational purposes, and does not in any way affect Artist's and subcontractors' obligation to comply in all respects with all other applicable laws and regulations. Artist shall disseminate these provisions to every lower-tier subcontractor.

15. **Indemnity.** Artist 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 solely to any negligent act or omission, recklessness or willful misconduct of Artist, its 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 the sole negligence or willful misconduct of City, its subcontractors or agents, and their respective officers and employees. 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 15, nor shall the limits of such insurance limit the liability of Artist hereunder. The provisions of this Section 15 shall survive any expiration or termination of this Agreement.
16. **Insurance.** During the entire term of this Agreement, Artist shall maintain the insurance coverage described in this Section 16.

Full compensation for all premiums that Artist is required to pay for the insurance coverage described herein shall be included in the compensation paid to Artist under this Agreement. No additional compensation will be provided for Artist’s insurance premiums. Any available insurance proceeds in excess of the specified minimum limits and coverages shall be available to the City.

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

A. **Minimum Scope & Limits of Insurance Coverage.**

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

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

No automobile liability insurance shall be required if Artist 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." [Artist 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

City of Sacramento – Art in Public Places Program  
Form Approved by City Attorney May 22, 2017
of subrogation in favor of the City. If no work or services will be performed on or at City facilities or City property, the City representative may waive this requirement by selecting the option below:

Workers' Compensation waiver of subrogation in favor of the City is not required ______ (City representative initials).

No Workers’ Compensation insurance shall be required if Artist 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.” □ □ □ □ (Artist initials)

(4) Professional Liability Insurance providing coverage on claims made basis for errors, omissions or malpractice with limits of not less than one million ($1,000,000) dollars. Professional Liability (Errors and Omissions) insurance:

Is ______ is not ____X____ [check one] required for this Agreement.

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

B. Additional Insured Coverage.

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

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

C. Other Insurance Provisions. The policies are to contain, or be endorsed to contain, the following provisions:
(1) Except for professional liability, Artist’s insurance coverage, including excess 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 Artist’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 Artist’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.

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

D. **Acceptability of Insurance.** Insurance shall be placed with insurers with a Bests’ rating of not less than A:VI. Self-insured retentions, policy terms or other variations that do not comply with the requirements of this Section 16 must be declared to and approved by the City’s Risk Management Division in writing prior to execution of this Agreement.

E. **Verification of Coverage.**

(1) Artist shall furnish City with certificates and required endorsements evidencing the insurance required. The certificates and endorsements shall be forwarded to the APP Administrator. Copies of policies shall be delivered to the City on demand. Certificates of insurance shall be signed by an authorized representative of the insurance carrier.

(2) For all insurance policy renewals during the term of this Agreement, Artist shall send insurance certificates reflecting the policy renewals directly to:

City of Sacramento c/o EXIGIS LLC
P.O. Box 4668 ECM- #35050
New York, NY 10168-4668

Insurance certificates also may be faxed to (888) 355-3599, or e-mailed to: certificates-sacramento@riskworks.com

(3) The City may withdraw its offer of contract or terminate this Agreement
if the certificates of insurance and endorsements required have not been
provided prior to execution of this Agreement or when demanded by
City. The City may withhold payments to Artist and/or terminate the
Agreement if the insurance is canceled or Artist otherwise ceases to be
insured as required herein.

F. Subcontractors. Artist shall require and verify that all subcontractors maintain
insurance coverage that meets the minimum scope and limits of insurance
coverage specified in subparagraph A, above.

17. Copyright. Artist expressly reserves every right available to Artist at common law or
under the Federal Copyright Act to control the making and dissemination of copies or
reproduction of the Work except as those rights are limited by this Agreement. Artist
agrees to give a credit substantially in the following form: “Original owned by the City of
Sacramento” in any public showing of reproductions of the Work. Artist authorizes City
and its assigns to make photographs, drawings, and other two-dimensional
reproductions of the Work without prior consent of Artist if used solely for
non-commercial purposes, advertising, descriptive brochures, and similar purposes. All
reproductions by City shall contain a copyright notice substantially in the following form:
©, Artist’s name, date", in such a manner and location as shall comply with the U.S.
Copyright laws.

18. Waiver of VARA and CAPA Rights. With the exception of Artist’s rights as to third
parties, Artist waives any and all rights Artist may have with respect to the Work under
the federal Visual Artists Rights Act of 1990 (17 U.S.C. §§ 106A and 113(d)), the
California Art Preservation Act (Cal. Civil Code § 987 et seq.), and any other local, state,
federal or international laws that convey rights of the same nature as those conveyed
under 17 U.S.C. § 106A, Cal. Civil Code § 987 et seq., or any other type of moral right
protecting the integrity of works of art.

19. Location of Work. The final location of the Work shall be determined by the City’s
architect or engineer following consultation with Artist.

20. Dispute Resolution. If any dispute is submitted to a third party for resolution, all fees,
expenses, and costs connected therewith shall be borne jointly and equally by City and
Artist. The previous sentence notwithstanding, each Party shall bear its own attorneys’
fees and costs. Each and every obligation under this Agreement to submit any matter to
a third party for resolution is conditioned upon the foregoing two sentences of this
paragraph. If any matter is to be submitted to A.A.M.S, and if at the time such
submission is called for, A.A.M.S is not in existence or is not able or willing to provide
such resolution service, then the matter shall be submitted for resolution to the
American Arbitration Association in accordance with their procedures then in use.
21. **Representatives.** Any and all notices or demands from either Party shall be in writing, and served either personally or by first-class mail. Service shall be conclusively deemed made at the time of personal service or the time of deposit in the mail, return receipt requested. Any notice or demand shall be given to the following addresses:

**City Representative:**
City of Sacramento  
Metro Arts Division  
Attn: Donald Gensler  
915 I Street, 3rd Floor  
Sacramento, CA 95814  
916-808-8493  
dgensler@cityofsacramento.org

**Artist:**
Vincent Damyanovich  
2720 Portola Way  
Sacramento, CA 95818  
info@vanguardfxstudio.com

Artist shall notify the City Representative in writing of any change of address. Failure to do so shall constitute a waiver of Artist’s rights under this Agreement during the time of the omission.

22. **Excuse from Performance.**

A. In the event Artist’s performance of any of his obligations or undertakings under this Agreement is delayed, interrupted, or prevented by an act of God, unforeseen conditions, unusually severe weather, or occurrences that are beyond the control of either Party to this Agreement, Artist shall be excused from any further performance for whatever period of time after the occurrence necessary to remedy the effects of that occurrence. Artist shall notify City in writing within ten (10) days after any occurrence described in this section that may delay Artist performance. City shall amend the Project Schedule when, in its determination, Artist’s performance has been excused, and the delay or interruption has resulted in a material change in the time for performance.

B. In the event that the installation site has not been adequately prepared for receipt of the Work as scheduled, or delivery or installation is delayed due to a material failure on the part of the City or its subcontractors, then the City shall promptly act to address the problem(s) identified by Artist. In such events, timelines for performance by Artist shall be extended as needed, provided, that none of the delays are caused in whole or in part by Artist. Site preparation by City shall not include site measurements, which shall be the sole responsibility of Artist.
23. **Press Releases.** Artist shall not make any public information release in connection with services performed under this Agreement without the prior written permission of the City.

24. **Exhibits.** All exhibits referred to herein are attached hereto and are by this reference incorporated as if set forth fully herein.

25. **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 Artist, and by City, in accordance with applicable provisions of the Sacramento City Code.

26. **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.

27. **Waiver.** Neither City acceptance of, or payment for, any work performed by Artist, 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. No waiver shall be effective unless it is in writing and signed by the City.

28. **Attorney Fees.** Except as required by Section 15, the Parties will bear their own costs and attorney fees incurred in connection with this Agreement.

29. **Independent Contractor; Artist Not Agent.** Artist shall be an independent contractor and no relationship of employer-employee shall exist between Artist and the City for any purpose whatsoever. Artist shall not be entitled to any benefits payable to employees of the City. Artist shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent or to bind City to any obligations whatsoever.

30. **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.
31. **Assignment Prohibited.** The expertise and experience of Artist are material considerations for this Agreement. Artist 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.

32. **Binding Effect.** All rights and obligations of Artist pursuant to this Agreement shall be personal to Artist and shall terminate upon either the legal disability or incompetence of Artist or upon the death of Artist, except the rights provided to Artist under copyright laws.

33. **Term; Suspension; Termination.**

   A. This Agreement shall become effective on the Effective Date 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 Artist's performance hereunder, in whole or in part, by giving a written notice of suspension to Artist. If City gives such notice of suspension, Artist 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 Artist. If City gives such notice of termination, Artist shall immediately cease rendering services pursuant to this Agreement. If City terminates this Agreement:

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

   [Signature Page Follows]
CITY OF SACRAMENTO
A Municipal Corporation

By: _____________________________
Jody Ulich
Director, Convention & Cultural Services Department

For: Howard Chan, City Manager

APPROVED AS TO FORM:

Deputy City Attorney

ATTEST:

______________________________
City Clerk

ARTIST:

Vincent Damyanovich

82-3873868

Federal I.D. No.

1000513617

State I.D. No.

1024350


TYPE OF BUSINESS ENTITY (check one):

X Individual/Sole Proprietor

____ Partnership

____ Corporation

(may require 2 signatures)

____ Limited Liability Company

____ Other (please specify: ________)

Exhibits:
Exhibit A – Scope of Services
Exhibit B – Fee Schedule / Manner of Payment
Exhibit C - Maintenance Report

City of Sacramento – Art in Public Places Program
Form Approved by City Attorney May 22, 2017
EXHIBIT A
SCOPE OF SERVICES

1. Artist's Completion of the Work. Artist shall purchase, at Artist’s sole expense, all labor, supplies, materials, equipment and other items required to design, fabricate, deliver, and install an exterior artwork ("Work") to the satisfaction of City and in substantial conformance with Artist’s Proposal. The Work shall be installed in a mutually agreed upon highly visible area on or near the front of the Facility.

2. Phases to be Completed by Artist. Artist shall not commence performance of any Phase identified in this Exhibit A until Artist receives a written “Notice to Proceed” from the City for each Phase. All work shall be performed in accordance with the Project Schedule specified below. Parties agree that Artist must complete conceptual design and have design approved by stakeholders before Phases 1-5 commence. After conceptual design has been approved, Artist shall complete the following phases:

A. Conceptual Design. After receipt of fully executed agreement, Artist shall deliver the following to the City:

(1) Meeting with project stakeholders on mutually agreeable date. City will organize meeting schedule, location, and stakeholders to attend meeting.
(2) On-site meeting with City staff, select stakeholders, and Library staff.
(3) Conceptual design proposal that is responsive to Artist’s discussions with stakeholders, site, project goals, and City staff suggestions.
(4) Artist shall present conceptual design proposal on a mutually agreeable date. City will organize meeting schedule, location, and stakeholders to attend conceptual design proposal presentation.

B. Phase 1: Prep Work. After receipt of City’s Phase 1 Notice to Proceed, Artist shall deliver the following to City:

(1) All Engineering and Construction Drawings as required by the City’s Permitting Division and other City departments.
(2) Estimates from suppliers and fabricators documenting expenses.
(3) Receipt of any required permits or other approvals.
(4) List of any subcontractors that Artist intends to utilize. City shall approve the list of subcontractors, and any changes to the approved list of subcontractors must be approved in writing by City.

City of Sacramento – Art in Public Places Program
Form Approved by City Attorney May 22, 2017
Page 22 of 31
(5) Artist will provide the City one (1) maquette and/or drawing of the proposed Work before completion of this phase.

(6) A Final Design Proposal ("Final Proposal") for the Work, to be completed at the end of this phase. The Final Design Proposal shall include:

a. Details and location of the Work including an indication of form, scale and proposed materials.

b. A detailed written description of the fabrication and installation methods ("Installation Specification").

c. A detailed fabrication and installation schedule ("Installation Schedule"), describing Artist's specific timelines for completing the Work, including design, fabrication and installation.

d. A project budget not to exceed the total amount specified in Exhibit B that includes all costs for the design, execution, fabrication, transportation, delivery, installation, insurance, contingencies, consultant fees and permits, and any other costs associated with the Work, based on conditions, City requirements, and laws and regulations in effect as of the date thereof, and the Artist's fee.

e. Artist, at City’s option, shall be available to present the Final Proposal, at one or more project meetings, to City staff, SMAC, the Project Architect, or other individuals and organizations, as needed. Artist agrees to collaborate closely with City through in-person meetings and other necessary means of communication to thoroughly integrate the Final Proposal into the existing landscape design.

f. The City may approve, with minor changes, or disapprove the Final Proposal. In the event that the City disapproves the Final Proposal, or approves it with minor changes, the Artist, upon written notification by the City, shall respond to the changes in writing and submit up to two design modifications to the Final Proposal. Artist recognizes and agrees that the City will review the Final Proposal as revised and may make additional requests for changes regarding the revised Final Proposal.

C. **Phase 2: Fabrication of Artwork to 50% Completion.** After receipt of City’s Phase 2 Notice to Proceed, Artist shall fabricate the Work to 50% completion, in
accordance with all Final Proposal drawings and Construction Drawings approved by the City. Any material change in the scope, design, color, size, material or texture of the Work from the Final Proposal must be approved in writing by City before commencement of fabrication. City shall have the right to view the Artist’s Work in progress, at a mutually agreeable time. This phase will not be complete until City approves 50% completion in writing, to City’s reasonable satisfaction.

D. **Phase 3: Fabrication of Artwork to 100% Completion.** After receipt of City’s Phase 3 Notice to Proceed, Artist shall fabricate the Work to 100% completion, in accordance with all Final Proposal drawings and Construction Drawings approved by the City. City shall have the right to view the Artist’s Work in progress, at a mutually agreeable time. This phase will not be complete until City approves 100% completion in writing, to City’s reasonable satisfaction.

E. **Phase 4: Complete Installation of Artwork.** After receipt of City’s Phase 4 Notice to Proceed, Artist will install the Work at the specific location as described in the Final Proposal and in accordance with the installation methods approved by the City. Artist is responsible for the cost and installation of any lighting and any structural support, footing, or base required for the Work. Artist shall provide City with a written list of the workers, vehicles, and equipment to be involved in installation at least 15 days in advance of installation. Artist shall at all times perform the installation in such a manner that it shall not constitute a private or public nuisance. Artist’s installation shall not cause damage or destruction to facilities, equipment or other property of the City or adjoining property owners, and Artist shall reimburse City for any such damage or destruction. Upon completion of installation, Artist shall restore the installation site, as specified in Section 5(A) of the Agreement. This phase will not be complete until City approves the installation in writing, to City’s reasonable satisfaction.

F. **Phase 5: Submission of Maintenance Report; Public Lecture.** After receipt of City’s Phase 5 Notice to Proceed, Artist shall complete the Maintenance Report attached hereto as Exhibit C, and submit 20 high resolution digital images of the fabrication and installation of the Artwork, and the completed Artwork to City. Artist will submit proof of all Final and Special Inspection documents. If requested by the City, Artist will deliver one Public Lecture regarding the Work within one year of installation on a date and under conditions to be mutually determined by the Artist and City Representative.

3. **Project Schedule.** Artist must complete the above-mentioned Phases within the Project Schedule specified below unless the Parties agree to modify this schedule through a written amendment to this Agreement.
<table>
<thead>
<tr>
<th>Phase</th>
<th>Start</th>
<th>Finish</th>
<th>Anticipated Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Concept Design</td>
<td>Upon receipt of fully executed agreement</td>
<td>1 month after receipt of executed agreement</td>
<td>November 20, 2019</td>
</tr>
<tr>
<td>1</td>
<td>Upon receipt of City’s Phase 1 Notice to Proceed</td>
<td>1 month after City approval of Concept Design</td>
<td>December 20, 2019</td>
</tr>
<tr>
<td>2</td>
<td>Upon receipt of City’s Phase 2 Notice to Proceed</td>
<td>1 month after City approval of Phase 1</td>
<td>January 20, 2020</td>
</tr>
<tr>
<td>3</td>
<td>Upon receipt of City’s Phase 3 Notice to Proceed</td>
<td>1 months after City approval of Phase 2</td>
<td>February 20, 2020</td>
</tr>
<tr>
<td>4</td>
<td>Upon receipt of City’s Phase 4 Notice to Proceed</td>
<td>1 month after City approval of Phase 3</td>
<td>May 20, 2020</td>
</tr>
<tr>
<td>5</td>
<td>Upon receipt of City’s Phase 5 Notice to Proceed</td>
<td>1 month after City approval of Phase 4</td>
<td>June 20, 2020</td>
</tr>
</tbody>
</table>
EXHIBIT B
FEE SCHEDULE / MANNER OF PAYMENT

1. **Artist’s Compensation.** The total of all fees paid to Artist for the performance of all services set forth in Exhibit A, including normal revisions (hereafter the “Services”), shall not exceed the total sum of $110,000. In the event Artist incurs costs in excess of this not-to-exceed amount, Artist shall pay such excess from Artist’s own funds. City shall not be required to pay any part of such excess and Artist shall not have any claim against City on account of any cost overruns. If, after City issues the Notice to Proceed with fabrication of the Artwork as set forth in Exhibit A, City approves any modification of the Design Proposal or Construction Drawings which results in cost savings such as, but not limited to, the deletion of an element of the Artwork, the substitution of lesser quality, quantity and/or cost materials with no offsetting upgrade of other materials, or the reduction in the Artwork’s size, the cost savings attributable to the modification will not be paid to the Artist.

2. **Fee Schedule.** Artist shall be paid for the performance of the Services according to the following fee schedule:

<table>
<thead>
<tr>
<th>Services Performed</th>
<th>Amount of Payment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Execution of Agreement by both Parties</td>
<td>$18,000</td>
</tr>
<tr>
<td>City’s written approval of Phase 1</td>
<td>$37,000</td>
</tr>
<tr>
<td>City’s written approval of Phase 2</td>
<td>$40,000</td>
</tr>
<tr>
<td>City’s written approval of Phase 3</td>
<td>$10,000</td>
</tr>
<tr>
<td>City’s written approval of Phase 4 and Phase 5</td>
<td>$5,000</td>
</tr>
<tr>
<td><strong>TOTAL:</strong> $110,000</td>
<td></td>
</tr>
</tbody>
</table>

3. **Payments to Artist.** Payments to Artist shall be made within a reasonable time after City’s receipt of Artist’s invoices. Except for the initial payment upon execution of the Agreement, all payments will be made to Artist after City’s written approval of each Phase. Artist shall be responsible for the cost of supplying all documentation necessary to verify the billings to the satisfaction of City. All invoices must contain an itemized description of the services performed under that invoice. No payment shall be made if Artist is in default of this Agreement or if any Phase is not completed to the satisfaction of City. City shall be the sole determiner of when a Phase has been completed to its satisfaction. All invoices shall be emailed to the City Representative identified in Section 21 above. Artist agrees that City has no obligations regarding commissions or any agreements with galleries or agents with whom Artist may have contracted, and City is not responsible for paying sales tax.

4. **Additional Services.** Additional Services are those services related to the scope of
services of Artist set forth in Exhibit A but not anticipated at the time of execution of this Agreement. Additional Services shall be provided only when an amendment authorizing the Additional Services is approved by City in accordance with City’s amendment procedures. City reserves the right to perform any Additional Services with its own staff or to retain other consultants to perform the Additional Services.

5. **Accounting Records of Artist.** During performance of this Agreement and for a period of three (3) years after completing all Services and Additional Services hereunder, Artist shall maintain all accounting and financial records related to this Agreement, including, but not limited to, records of Artist’s costs for all Services and Additional Services performed under this Agreement, in accordance with generally accepted accounting practices, and shall keep and make the records available for inspection and audit by representatives of the City upon reasonable written notice.

6. **Taxes.** Artist shall pay, when and as due, any and all taxes incurred as a result of Artist’s compensation hereunder, including estimated taxes, and shall provide City with proof of the payment upon request. Artist hereby agrees to indemnify City for any claims, losses, costs, fees, liabilities, damages or injuries suffered by City arising out of Artist’s breach of this Section 6.
EXHIBIT C
MAINTENANCE REPORT

Artist: ________________________________________________

Address: ________________________________________________

Home Phone: ____________________ Work Phone: ______________

Studio Phone: ____________________

1. Title of the Artwork: ________________________________________________

2. Medium or material: ________________________________________________

3. Edition information, if applicable: ____________________________________

4. Date and place executed: ____________________________________________

5. Collaborating artist(s), if applicable. _________________________________

6. Maker(s) other than Artist (fabricators, technicians), if applicable. Include names, addresses, phone numbers and element worked on. ________________________________

7. Location of signature and copyright mark, if it occurs. __________________

8. Exhibitions pertaining only to the above-named work, if any. ______________

9. Published reviews or articles concerning the above named work. __________

10. Dimensions (please measure in both inches and centimeters; record height first, then width, then depth if needed or diameter; if a work is irregular or circular in shape, state as such in parenthesis; if work involves multiple pieces, measure the significant parts as well as the whole; measure the work separately from the frame or pedestal; include the dimensions of the frame or pedestal.) ________________________________

11. Materials used in the execution of the Artwork (be technical and specific). ________________________________

City of Sacramento – Art in Public Places Program
Form Approved by City Attorney May 22, 2017

Page 28 of 31
12. Technique or construction methods used in the execution of the Artwork (attach fabrication drawings, if necessary).

13. Material finish on the Artwork (glaze, paint color and type, sanding, grit, tool pattern, patina, surface sealer, etc.)

14. Foundation/installation structure (include armature bolt/pin size, grout, etc.).

15. Handling instructions.

16. Artist’s statement about the Artwork (concept, message, relationship to site, etc.).

17. Describe recommended general routine maintenance and care for the Artwork (cleaning agent(s), procedure(s) timetable, etc.).

18. Special handling and/or storage instructions.

19. Special cautions or concerns regarding the Artwork.

20. Packing, shipping or storage instructions (should the need arise).
CERTIFICATE OF LIABILITY INSURANCE

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

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

PRODUCER
Zinc Insurance
3505 E Royelton Rd #110
Broadview Hts OH 44147

CONTACT NAME: Christina McGoldrick
PHONE (440) 526-2661  FAX (440) 546-1344
EMAIL: christina@zincinsurance.com

INSURER: Philadelphia Insurance

INSURER A: 
INSURER B: 
INSURER C: 
INSURER D: 
INSURER E: 
INSURER F: 

COVERAGES

CERTIFICATE NUMBER: REVISION NUMBER:

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

<table>
<thead>
<tr>
<th>NLR</th>
<th>TYPE OF INSURANCE</th>
<th>ADDL. SUBR. INSUR. WND.</th>
<th>POLICY NUMBER</th>
<th>POLICY EFF</th>
<th>POLICY EXPI</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>GENERAL LIABILITY</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR</td>
<td>Y</td>
<td>PHPK2031682</td>
<td>2019-09-30</td>
<td>2020-10-01</td>
<td></td>
</tr>
<tr>
<td></td>
<td>AUTO LIABILITY</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>ANY AUTO</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>ALL OWNED AUTOS AUTOS</td>
<td>SCHEDULED NON-OWNED AUTOS</td>
<td>$1,000,000</td>
<td>DAMAGE TO RENTED PROPERTY (Ex. occurrence)</td>
<td>100,000</td>
<td>MED EXP (Any one person)</td>
</tr>
<tr>
<td></td>
<td>HIRER AUTOS</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>UMBRELLA LIABILITY</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>OCCUR</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>EXCESS LIABILITY CLAIMS-MADE</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>DED RETENTION</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY

<table>
<thead>
<tr>
<th>Y/N</th>
<th>INSURER A: Philadelphia Insurance</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>E.L. EACH OCCURRENCE</td>
</tr>
<tr>
<td></td>
<td>E.L. DISEASE - EA EMPLOYEE</td>
</tr>
<tr>
<td></td>
<td>E.L. DISEASE - POLICY LIMIT</td>
</tr>
</tbody>
</table>

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

LOCATION: 2720 Portola Way
Sacramento, CA 95818

CERTIFICATE HOLDER
City of Sacramento
c/o EXIGIS Risk Management Services
PO Box 4668- ECM# 35050
New York, NY 10163-4668

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

AUTHORIZED REPRESENTATIVE

© 1988-2010 ACORD CORPORATION. All rights reserved.

ACORD 25 (2010/05)
The ACORD name and logo are registered marks of ACORD
POLICY NUMBER: PHPK2031682

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

The City of Sacramento, its officials, agents, employees and volunteers.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or

2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.