

City Council Report 915 I Street, 1st Floor Sacramento, CA 95814 www.cityofsacramento.org

File ID: 2017-00127

February 14, 2017

Consent Item 01

Title: Community Center Theater Renovation – Additional Project Funding and Agreements for Design and Owner's Representative Services [Published for 10-Day Review 02/02/2017]

Location: 1301 L Street, District 4

Recommendation: Pass a Resolution 1) authorizing the City Manager or his designee to execute an agreement with DLR Group, Inc. dba Westlake Reed Leskosky for the design of the Community Center Theater renovation project for an amount not to exceed \$7,137,528; 2) authorizing the City Manager or his designee to execute an agreement with Rider Levett Bucknall Ltd. to provide owner's representation services for the Community Center Theater renovation project for an amount not to exceed \$1,580,000; 3) authorizing the City Manager or his designee to increase the expenditure budget in the Community Center Theater/Convention Center/Memorial Auditorium Projects CIP Fund (M17100100) by \$5 million with a transfer of \$5 million from available fund balance in the Community Center Fund (Fund 6010).

Contact: Desmond Parrington, Project Manager, (916) 808-5044; Fran Halbakken, Interim Assistant City Manager/Project Executive, (916) 808-7194; Office of the City Manager.

Presenter: None

Department: City Manager, Executive Office

Attachments:

1-Description/Analysis

- 2-Background
- 3-Resolution

4-Exhibit A - Design and Professional Services Agreement with DLR Group, Inc. dba Westlake Reed Leskosky

5-Exhibit B - Professional Services Agreement with Rider Levett Bucknall Ltd.

Description/Analysis

Issue Detail: On October 18, 2016, City Council directed staff to select a consultant to design and a consultant to perform pre-construction services for the Community Center Theater renovation project, and to bring proposed contracts to City Council for consideration.

Given their extensive experience with the Community Center Theater, staff recommends DLR Group, Inc. dba Westlake Reed Leskosky (WRL) as the architect for the renovation. WRL was originally selected through a competitive RFQ process in 2010 for design services for the Theater. WRL has a comprehensive team that includes architects, engineers, acousticians, lighting consultants, theatrical consultants, sign designers, and accessibility consultants, among others. Given their earlier work evaluating and preparing prior designs for the Theater, they have a wealth of knowledge about the Theater and the needs of the groups that use it.

Staff is also recommending approval of the agreement with Rider Levett Bucknall Ltd. (RLB) to provide owner's representative services for the Community Center Theater renovation project. RLB was previously selected through a competitive RFP process in 2016 to serve as the owner's representative on the Community Center Theater and Convention Center project, when a combined project was envisioned. RLB, in conjunction with its partners at Pfocus, has served as an owner's representative on many theater projects around the world including the Phoenix Symphony Hall in Arizona, Tempe Center for the Arts in Tempe, Arizona, and the Voxman School of Music at the University of Iowa, among others. In addition to Pfocus, the owner's representative team includes theater consultant, Schuler Shook and acoustic and media system specialist, McKay Conant Hoover, Inc.

With regard to pre-construction services, staff will bring forward the agreement for those services later in February. Staff is currently negotiating the terms of that agreement with Kitchell CEM, the recommended contractor.

Finally, staff is recommending the transfer of \$5 million from the available fund balance from the Community Center Fund (Fund 6010) to pay for the design and pre-construction services work associated with the Community Center Theater renovation. Staff recommends the \$5 million be placed in the Community Center Theater/Convention Center/Memorial Auditorium Projects CIP Fund (M17100100). As set out in Resolution 2017-0036, once the bonds are issued for the Memorial Auditorium, Community Center Theater and Convention Center projects, then Fund 6010 can be reimbursed for these design, pre-construction, and owner's representative expenses related to the Theater renovation project.

Policy Considerations: The renovation of the Community Center Theater will allow the facility to remain attractive and competitive for years while providing a critically needed

performing arts venue for residents, visitors and convention-goers. In addition, the work will include major improvements benefitting users and patrons of the Theater. The requested actions support the following goal and policy of the City's General Plan:

• ERC 4.1.3 The City shall enhance the quality of existing City-owned arts and cultural resources and facilities through reinvestment, communications and marketing.

Economic Impacts: Not applicable.

Environmental Considerations: On April 27, 2010, Council found the Theater Renovation to be exempt from CEQA, citing CEQA Guidelines section 15302, which provides that projects involving replacement or reconstruction of existing structures and facilities are exempt from CEQA. (Resolution #2010-208).

Sustainability: The Theater project will be designed utilizing energy efficient standards and will reduce the carbon footprint contribution, therefore helping meet the City of Sacramento's sustainability goal. The Theater facility will be designed in accordance with City policy LU 8.1.5 LEED Standard for City-Owned Buildings, which requires LEED (Leadership in Energy and Environmental Design) Silver or equivalent standard.

Commission/Committee Action: Not applicable.

Rationale for Recommendation: Renovation of the Community Center Theater will address compliance with Americans with Disabilities Act (ADA) requirements, improved patron experience including better sound and acoustics, and theater operations and functionality.

WRL was selected through a competitive process in 2010 to perform feasibility and initial design services for the Community Center Theater renovation. WRL has continued to provide design support for the Theater renovation project through 2016. The contract work being recommended in this report provides for the final design of the Community Center Theater.

The owner's representative, RLB, was selected through a qualifications-based process including issuance of a Request for Proposal in 2016. Two proposals were received and scored and ranked by a panel consisting of Visit Sacramento, City Manager's office, Convention & Cultural Services and Public Works Departments.

Financial Considerations: Staff is recommending that the \$5 million from the available fund balance in Community Center Fund (Fund 6010) be transferred to the Community Center Theater/Convention Center/Memorial Auditorium Projects CIP Fund (M17100100). Upon issuance of bonds for the Community Center Theater, Memorial Auditorium and the Convention Center projects later this year, the bonds proceeds will be used in accordance with

Resolution No. 2017-0036 to reimburse the Fund 6010 for these expenses associated with the Community Center Theater renovation. The cost of the design work from WRL is \$7,137,528. The cost for owner's representative services from RLB is \$1,580,000, for a grand total of \$8,717,528 which will be paid from CIP Fund M17100100.

Local Business Enterprise (LBE): Neither WRL nor RLB are local businesses. WRL was first selected for the Theater project prior to the LBE program. The minimum LBE participation requirement was waived for owner's representation services due to the limited local availability of firms with a depth of experience as an owner's representative on large theater projects.

On January 24, 2017, the City Council in Resolution No. 2017-0035 authorized the transfer of \$5.5 million from the General Fund (Fund 1001) to the Community Center Theater/Convention Center/Memorial Auditorium Projects CIP Fund (M17100100). The \$5.5 million came from an amount totaling \$8.5 million in the General Fund that was originally set aside per Resolution 2013-0144 for the Community Center Theater Renovation Project. These funds came from two closed assessment funds and Council, on May 7, 2013, agreed to commit these funds for the Community Center Theater Renovation Project.

In this staff report, staff is requesting an additional \$5 million be placed in the Community Center Theater/Convention Center/Memorial Auditorium Projects CIP Fund (M17100100). Together, this \$10.5 million amount is necessary to pay for the services associated with the Memorial Auditorium and the Community Center Theater improvement and renovation projects, such as:

- Design services
- Owner's representative services
- Geotechnical studies
- Hazardous material surveys
- ALTA surveys
- Design-assist and pre-construction services

In addition to the contracts for design and owner's representative services for the Theater project set out in this staff report and the agreements presented to Council on January 24, 2017 for design and owner's representative services for the Memorial Auditorium project, staff will be bringing forward additional contracts of \$100,000 or more to City Council for approval, in accordance with City Code requirements. These include pre-construction/design-assist and construction contracts for the Memorial Auditorium and Community Center Theater Projects.

Furthermore, as set forth in Resolution 2017-0036, the money from Fund 6010 will be reimbursed with bond proceeds at such time that the City issues bonds for the Community Center Theater, Memorial Auditorium and the Convention Center projects. The anticipated bond issuance date is Fall 2017.

RESOLUTION NO. 2017-

Adopted by the Sacramento City Council

AUTHORIZING AGREEMENTS AND FUNDING FOR THE COMMUNITY CENTER THEATER RENOVATION

- A. On October 18, 2016, City Council directed staff to select consultants for the design and pre-construction services of the Community Center Theater renovation.
- B. DLR Group, Inc. dba Westlake Reed Leskosky (WRL) is recommended for design of the Community Center Theater renovation based on their extensive experience with theater design and their experience and familiarity with the Community Center Theater.
- C. Rider Levett Bucknall Ltd. (RLB) is recommended as the City's owner representative for the Community Center Theater renovation project based on their background, expertise and familiarity with theater projects including renovations.
- D. Both firms were originally selected through a competitive process conducted by the City.
- E. The Community Center Theater renovation is needed not only to modernize and improve the facility but to address the accessibility and other needs of patrons.
- F. On January 24, 2017, City Council approved Resolution No. 2017-0036 which allows for bonds issued for the Community Center Theater, Memorial Auditorium and Convention Center projects to be used to cover design and other soft costs associated with these projects.
- G. Funding is needed presently from the available fund balance in the Community Center Fund (Fund 6010) to pay for the design, owner's representative and other related services necessary for the Community Center Theater renovation and those funds will be reimbursed from bond proceeds when the bonds are issued.

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

- Section 1. The City Manager or his designee is authorized to execute an agreement with DLR Group, Inc. dba Westlake Reed Leskosky for the design of the Community Center Theater renovation for an amount not to exceed \$7,137,528, attached hereto as Exhibit A.
- Section 2. The City Manager or his designee is authorized to execute an agreement with Rider Levett Bucknall Ltd. to provide owner's representation services

for the Community Center Theater renovation for an amount not to exceed \$1,580,000, attached hereto as Exhibit B.

- Section 3. The City Manager or his designee is authorized to increase the expenditure budget in the Community Center Theater/Convention Center/Memorial Auditorium Projects CIP Fund (M17100100) by \$5 million with a transfer of \$5 million from available fund balance in the Community Center Fund (Fund 6010).
- Exhibit A Professional Services Agreement with DLR Group, Inc. dba Westlake Reed Leskosky
- Exhibit B Professional Services Agreement with Rider Levett Bucknall Ltd.

City of Sacramento		Resolution No.	
Requires Council Approval	: No	YES X Meeting: 2/14/17	
Real Estate Other Party Signature Needed Recording Requested			
General	Information		
Type: Professional Services Not to Exceed: \$ 7,137,528.		Attachment: No.: Original Doc Number:	
Other Party: DLR Group, Inc., a California corporation dba DLR Group Westlake Reed Leskosky		Certified Copies of Document::	
Project Name: Community Center Theater Renovation Project Number: M17100102		Deed: ⊠None ☐ Included	
Transaction #:			
Departme	nt Informatio	n	
Department: City Manager Project Mgr: Desmond Parrington Contract Services: Steven Sakakihara Date: 2.08.2017 Phone Number: 808-7146 Comment:		Assistant City Manager: Fran Halbakken Org Number: 02001011	
Review and Signature Ro	uting		
Department Signature or Initial	Date	For City Clerk Processin Finalized: Initial:	ng
Project Mgr: <u>}</u>		Date:	
Accounting: Contract Services:		Imaged:	
Supervisor:		Initial:	
City Attorney Signature or Initial	Date	Date:	
City Attorney: MLH			
Send Interoffice Mail Notify for Pick Up		Received: (City Clerk Stamp Here)	
Authorization Signature or Initial	Date		
Department Director: City Mgr: Yes X No			
Contract Cover/Routing Form: Must Accompan	y ALL Contract	S; Page 8	of 127

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PROJECT NAME: Community Center Theater Renovation (M17100102) AGREEMENT TERM: Expires April 30, 2019 AUTHORIZED RENEWALS: DEPARTMENT: City Manager's Office DIVISION: Executive Office

CITY OF SACRAMENTO

PROFESSIONAL SERVICES AGREEMENT FOR ARCHITECTS, LANDSCAPE ARCHITECTS, PROFESSIONAL ENGINEERS, AND PROFESSIONAL LAND SURVEYORS

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

DLR Group, Inc., a California corporation dba DLR Group | Westlake Reed Leskosky 1050 20th Street, Suite 250, Sacramento, CA 95811 Ph: 1-602-381-8580 / mrudolph@dlrgroup.com

("CONTRACTOR"), who agree as follows:

- 1. Services. Subject to the terms and conditions set forth in this Agreement, CONTRACTOR shall provide to CITY the services described in Exhibit A. CONTRACTOR shall provide the services at the time, place, and in the manner specified in Exhibit A. CONTRACTOR shall not be compensated for services outside the scope of Exhibit A unless prior to the commencement of the services: (a) CONTRACTOR notifies CITY and CITY agrees that the services are outside the scope of Exhibit A; (b) CONTRACTOR estimates the additional compensation required for these additional services; and (c) CITY, after notice, approves in writing a Supplemental Agreement specifying the additional services and amount of compensation therefor. CITY shall have no obligations whatsoever under this Agreement or any Supplemental Agreement, unless and until this Agreement or any Supplemental Agreement is approved by the Sacramento City Manager or the City Manager's authorized designee, or by the Sacramento City Council, as required by the Sacramento City Code.
- 2. **Payment.** CITY shall pay CONTRACTOR for services rendered pursuant to this Agreement at the times and in the manner set forth in Exhibit B. The payments specified in Exhibit B shall be the only payments to be made to CONTRACTOR for the services rendered pursuant to this Agreement unless pursuant to Section 1, above, CITY approves additional compensation for additional services. CONTRACTOR shall submit all billings for services to CITY in the manner specified in Exhibit B, or, if not specified in Exhibit B, according to the usual and customary procedures and practices that CONTRACTOR uses for billing clients similar to CITY.
- 3. **Facilities and Equipment.** Except as set forth in Exhibit C, CONTRACTOR shall, at its sole cost and expense, furnish all facilities and equipment that may be required for CONTRACTOR to perform services pursuant to this Agreement. CITY shall furnish to CONTRACTOR only the facilities and equipment listed in Exhibit C according to any terms and conditions set forth in Exhibit C.

Form Approved by City Attorney (Architects/Engineers/Surveyors) 12-22-16

- 4. **General Provisions.** The General Provisions set forth in Exhibit D, which 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 CONTRACTOR 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 those terms or conditions.
- 5. Non-Discrimination in Employee Benefits. This Agreement may be subject to the requirements of Sacramento City Code Chapter 3.54, Non-Discrimination in Employee Benefits by City Contractors. A summary of the requirements of Sacramento City Code Chapter 3.54, entitled "Requirements of the Non-Discrimination in Employee Benefits Code," can be viewed at: <u>http://portal.cityofsacramento.org/Finance/Procurement/Standard-Agreements</u>. By signing this Agreement, CONTRACTOR acknowledges and represents that CONTRACTOR has read and understands these requirements and agrees to fully comply with all applicable requirements of Sacramento City Code Chapter 3.54. If requested by CITY, CONTRACTOR agrees to promptly provide such documents and information as may be required by CITY to verify CONTRACTOR's compliance. Any violation by CONTRACTOR of Sacramento City Code Chapter 3.54 constitutes a material breach of this Agreement, for which the CITY may terminate the Agreement and pursue all available legal and equitable remedies.
- 6. **Considering Criminal Conviction Information in the Employment Application Process.** This Agreement may be subject to the requirements of Sacramento City Code Chapter 3.62, Procedures for Considering Criminal Conviction Information in the Employment Application Process. A summary of the requirements of Sacramento City Code Chapter 3.62, entitled "Ban-The-Box Requirements," can be viewed at:

<u>http://portal.cityofsacramento.org/Finance/Procurement/Standard-Agreements</u>. By signing this Agreement, CONTRACTOR acknowledges and represents that CONTRACTOR has read and understands these requirements and agrees to fully comply with all applicable requirements of Sacramento City Code Chapter 3.62. If requested by CITY, CONTRACTOR agrees to promptly provide such documents and information as may be required by CITY to verify CONTRACTOR's compliance. Any violation by CONTRACTOR of Sacramento City Code Chapter 3.62 constitutes a material breach of this Agreement, for which the CITY may terminate the Agreement and pursue all available legal and equitable remedies. CONTRACTOR agrees to require its subcontractors to fully comply with all applicable requirements of Sacramento City Code Chapter 3.62, and include these requirements in all subcontracts covered by Sacramento City Code Chapter 3.62.

- 7. Additional Requirements for Surveying, Material Testing, and Inspection Services. If this Agreement includes any land surveying, material testing, or inspection services provided for a City construction project, during the design, pre-construction, construction, or post-construction phases of the project, the Contractor and any subcontractor or subconsultant performing any such services shall comply with the provisions specified in Exhibit E.
- 8. **Authority.** The person signing this Agreement for CONTRACTOR represents and warrants that he or she is fully authorized to sign this Agreement on behalf of CONTRACTOR and to bind CONTRACTOR to the performance of its obligations hereunder.

9. Exhibits. All exhibits referred to herein and attached hereto, and the "Requirements of the Non-Discrimination in Employee Benefits Code" and "Ban-The-Box Requirements" described above, 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

Ву:_____

Print name:

Title:

For: Howard Chan, City Manager

APPROVED AS TO FORM:

Maila Hongon______ City Attorney

ATTEST:

City Clerk

Attachments

- Scope of Service Exhibit A
- Fee Schedule/Manner of Payment Exhibit B
- Exhibit C Facilities/Equipment Provided
- **General Provisions** Exhibit D
- Exhibit E Additional Requirements for Surveying, Material Testing, and Inspection Services

CONTRACTOR:

DLR Group, Inc., a California corporation dba DLR Group | Westlake NAME OF FIRM

94329360

Federal I.D. No.

C2061239

State I.D. No.

116527

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: _____

5/1/ Signature of Authorized Person

PAUL E. WESTLAKE JR., FATA SENIOR PRINCIPH, GLOBAL CULTURE+ PERFORMING ARTS LEADER

Print Name and Title

Additional Signature (if required)

Print Name and Title

EXHIBIT A PROFESSIONAL SERVICES AGREEMENT

SCOPE OF SERVICES

1. Representatives.

The CITY Representative for this Agreement is:

Desmond Parrington, Senior Development Project Manager City of Sacramento, Office of the City Manager 915 I Street, 5th Floor, Sacramento, CA 95814 Ph: 916-808-5044 / DParrington@cityofsacramento.org

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

The CONTRACTOR Representative for this Agreement is:

Michael Rudolph, AIA, Senior Associate DLR Group, Inc., a California corporation dba DLR Group | Westlake Reed Leskosky 1050 20th Street, Suite 250, Sacramento, CA 95811 Ph: 1-602-381-8580 / <u>mrudolph@dlrgroup.com</u>

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

2. Insurance. Insurance requirements are specified in Exhibit D, Section 11.

3. Conflict of Interest Requirements.

A. **Generally.** Under the California Political Reform Act, Government Code §§ 81000 et seq., designated employees of the CITY are required to comply with the CITY's Conflict of Interest Code. The term "designated employees" is a term of art and includes individuals who are working for contractors who are providing services or performing work for the CITY and who are considered to be "consultants" under the Political Reform Act. The term "consultant" generally includes individuals who make, or participate in making, governmental decisions or who serve in a staff capacity. Individuals who perform work that is solely clerical, ministerial, manual or secretarial are not "consultants."

The CITY's Conflict of Interest Code requires designated employees, including individuals who qualify as "consultants", to file the following statements of economic interests:

(1) An "assuming office" statement of economic interests to be filed within 30 days after execution of the agreement between the City and the contractor;

- (2) Annual statements of economic interests while the agreement remains in effect, to be filed not later than April 30 of each year; and
- (3) A "leaving office" statement of economic interests to be filed within 30 days of completion of the contract.

The above statements of economic interests are public records subject to public disclosure under the California Public Records Act.

The CITY's Conflict of Interest Code also requires individuals who qualify as "consultants" under the Political Reform Act to comply with the conflict of interest provisions of the Political Reform Act, which generally prohibit individuals from making or participating in the making of decisions that will have a material financial effect on their economic interests.

B. **Conflict of Interest Statements.** The individual(s) who will provide services or perform work pursuant to this Agreement are "consultants" within the meaning of the Political Reform Act and the CITY's Conflict of Interest Code: _____ yes __x__ no [check one]

If "yes" is checked above, CONTRACTOR shall cause the following to occur within 30 days after execution of this Agreement:

- (1) Identify the individuals who will provide services or perform work under this Agreement as "consultants";
- (2) Cause these individuals to file with the CITY Representative the "assuming office" statements of economic interests required by the CITY's Conflict of Interest Code.

Thereafter, throughout the term of the Agreement, CONTRACTOR shall cause these individuals to file with the CITY Representative annual statements of economic interests, and "leaving office" statements of economic interests, as required by the CITY's Conflict of Interest Code. The CITY may withhold all or a portion of any payment due under this Agreement until all required statements are filed.

4. Scope of Services.

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

5. **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.

ATTACHMENT 1 TO EXHIBIT A

PLEASE NOTE: THIS AGREEMENT DOES NOT AUTHORIZE CONTRACTOR TO PERFORM WORK DURING CONSTRUCTION PHASE OF COMMUNITY CENTER THEATER PROJECT.

After the Guaranteed Maximum Price is approved by CITY, CITY may elect to have CONTRACTOR perform design assistance during the construction phase. If elected by CITY, in CITY's sole discretion, design assistance services during the construction phase will be contracted for through an amendment to this Agreement or a separate agreement. Should the CITY authorize the project to proceed into construction, it is anticipated that the CONTRACTOR will be involved in construction administration throughout the duration of construction. However, nothing in this Agreement shall obligate CITY to contract with CONTRACTOR for services during the construction phase. Accordingly, CONTRACTOR shall not perform the work listed in Section (E) below unless authorized by CITY through an amendment to this Agreement or a separate agreement.

I. SCOPE OF SERVICES FOR COMMUNITY CENTER THEATER DESIGN

CONTRACTOR shall provide technical expertise and support services to the CITY as necessary and as requested by CITY to address all design and construction related issues necessary to renovate and expand the existing Sacramento Community Center Theater (the "Project"). All references to "Owner" throughout this Attachment to Exhibit A shall mean the City of Sacramento as owner to the Sacramento Community Center Theater. CONTRACTOR shall perform design work for all areas of the Project, including, but not limited to the following services:

- a. Design Program refinement and establishment of specific measurable goals and objectives;
- b. Integrated site design, pedestrian queue/circulation patterns, and on-site traffic safety; coordinated with the neighboring Convention Center;
- c. On-site and off-site field assessment of as-observed conditions, utilities and services;
- d. Design of the Community Center Theater renovation, accounting for the fact that construction may be completed in multiple phases based on budget availability and therefore must be designed with phasing in mind;
- e. Coordination with the Owner's design consultant for the neighboring Convention Center, if applicable;
- f. Coordination and peer review with the Owner's design consultant for the HVAC and Electrical central plant;
- g. Specific design solutions addressing accessibility design and conformance with the Americans with Disabilities Act (ADA), any applicable state laws regarding disabled accessibility and City Accessibility Guidelines (See Section II.B);
- h. Design proposal for the Theater to achieve LEED silver equivalency;

- i. Acoustic Engineering as outlined in Section II.C;
- j. Estimating / reconciliation / value engineering at major design milestones: 100%
 Schematic Design (SD), 100% Design Development (DD), and 95% Construction
 Documents (CD) GMP Estimate.

It is anticipated that the CITY will engage a "Design-Assist" contractor to provide construction Project estimating, value engineering and constructability review. The "Design-Assist" contractor will participate in facility design, field investigations, construction phasing, document review and Project delivery. The CONTRACTOR shall coordinate with the "Design-Assist" contractor during the Project on constructability review, estimate reconciliation, phasing and Project construction schedule. CONTRACTOR shall have the right to rely on the Design-Assist contractor's constructability review, Project schedule and reconciled estimate. At the completion of the Project design phase, the CITY will engage a contractor to prepare a Guaranteed Maximum Price (GMP) for construction based on the design by the CONTRACTOR.

A. SCHEMATIC DESIGN

CONTRACTOR shall perform the following services regarding Schematic Design:

- 1. CONTRACTOR's team shall review original and any more current plans for the existing facility including the Building Assessment and Concept Design Report (January 2009), the ADA/Access Compliance Survey for the Community Center Theater (November 15, 2003), the City of Sacramento Draft ADA/Access Compliance Performance Standards Manual (2009), current civil engineering survey information, if applicable, preliminary title reports, and typical specifications for divisions 1, 22, 23 & 26.
- 2. CONTRACTOR's team shall visit the Theater and document as-observed conditions for all design and building systems documenting as-observed conditions that will require modifications, upgrades or replacement to accord with federal, state, and local laws and provide individual assessments by each discipline.
- 3. Complete an architectural program confirmation reviewing the minimum design performance requirements for renovation and expansion of the Theater per the previous Project definition phase. Provide empirical measurement criteria to establish quality and successful completion of the Project (i.e. acoustic standards, operational requirements, (temperature, occupancy schedules, etc.). Programming confirmation shall include workshops with operations staff to outline acceptable systems, priorities, approaches and critical issues that will impact design and construction phasing.
- 4. Provide Acoustic Analysis and recommendations as outlined in Section II.C.
- 5. CONTRACTOR's design shall include compliance with applicable federal, state, and local laws, including but not limited to federal and state disability building standards, Title III of the Americans with Disabilities Act (ADA) and California Government Code section 4459(c); whichever is more stringent. (See Section II.B).

- 6. CONTRACTOR shall provide a schematic design eligible for LEED Silver certification. CONTRACTOR shall provide capital and operating cost information and recommendations of the measures required to achieve LEED Gold certification. Should the CITY elect to pursue LEED Gold certification following review of LEED Gold impact at the end of Schematic Design, the CONTRACTOR shall be compensated for the additional services in DD through CA phase. However, CONTRACTOR will not be compensated for such services regarding LEED Gold certification unless an amendment to this Agreement is executed by City authorizing such compensation.
- 7. Complete energy efficiency modeling as outlined in Section II.E.
- 8. CONTRACTOR shall prepare and submit for review by the CITY and others as determined by the CITY, Schematic Design Documents consisting of: Schematic Design Studies/Site Utilization Plans evaluating as-observed conditions, utilities, etc., functional and organizational user relationships, space requirements, an outline describing how the Theater design addresses maintenance by selection of materials, operating procedures, functional traffic flow, and how the design meets acoustical design needs for the Theater. Documents prepared by CONTRACTOR and delivered to CITY shall at a minimum include:
 - a. Site plan, including utilities locations, transportation access, and pedestrian access.
 - b. Location and description of all off-site improvements needed or recommended for the Project.
 - c. Analysis of floor plans, furniture, equipment layouts, and compliance with federal, state, and local laws analysis.
 - d. Building Sections.
 - e. Key interior elevations at public lobby, multipurpose room and auditorium.
 - f. Engineering plans for all disciplines identified in this Attachment 1 to Exhibit A, including basic concept, general locations, recommendations and coordination.
 - g. Roof plan, including general equipment locations, access, and screening.
 - h. Theatrical systems probable cost, including stage rigging, stage lighting and controls, auditorium seating, and stage drapery.
 - i. Solar impact on site and design, including impact from solar penetration into building, including, if needed, a design solution that will mitigate solar impacts without reliance on mechanical systems.
 - j. Analysis of exterior elevations, massing, day-lighting, general materials, and nightlighting.
 - k. Drainage, grading, wind, and landscape concept and analysis.
 - I. Acoustic analysis and recommendations including without limitation building systems noise control, acoustically rated door and wall types, and acoustical room data schedule.
 - m. Outline specifications for the Theater renovation, listing materials to be used, necessary systems, assumptions regarding renovation, and quality standards.

- n. Coordination of potential artwork to be installed pursuant to the City's Art-In-Public-Places requirements.
- o. Additional information and documentation needed to clarify Project design and assumptions.
- p. Construction plan including any phased operation relocations (i.e. concessions, box office operations, etc.).
- q. Cost estimate of construction and value engineering options.
- 9. Provide original copies of all alternatives, recommendations, presentation graphics and supporting information.
- 10. Prepare information and supporting documentation necessary for the environmental review of the Project.
- 11. CONTRACTOR shall develop and update a document outlining the "Basis of the Design" and "Owners Design Requirements" as described in Section II.D.
- 12. Submit set of the above-mentioned Schematic Design Documents for review and approval in electronic format acceptable to the CITY at both 50% and 100% Schematic Design.

B. DESIGN DEVELOPMENT

Upon receipt of written approval by CITY of the Schematic Design Documents, and receipt of written notice to proceed from the CITY with the Design Development Phase, CONTRACTOR shall perform the following services for Design Development:

- 1. Prepare and submit for review by the CITY and others as designated by the CITY, Design Development Documents consisting of site and floor plans, elevations or other mutually acceptable drawings, and descriptive specifications to identify and illustrate the size, extent and character of the Project in its essentials as to materials, type of structure, mechanical, electrical and communication systems, data systems, landscaping, civil engineering, and other systems essential for the definition of the Project, including interface of systems. DD Documents shall at a minimum include:
 - a. Site Plan/Civil Engineering Plans dimensioned, graded, showing Design Development phase information, utility information, points of service and connection to existing or new services. Confirmation of connection points with the appropriate utilities and agencies.
 - b. Landscape Plan showing size, type and location of materials and basic irrigation layout, controls location and irrigation coverage, and regard to night-sky friendly lighting.
 - c. Floor Plans key dimensions, showing Design Development phase information, major material and color selections, furniture, equipment and fixture layouts, and methods of compliance with federal, state, and local laws regarding disability access (See Section II.B). Include wall thicknesses, exiting analysis, building code analysis and all code required separations.

- Identify day-lit zones plus anticipated lumen levels on a 10'x10' grid, including solar impacts at 12:00 pm, 3:00 pm and 7:00 pm for March 21, June 21 and December 21. Include anticipated temperature in each daylight zone.
- e. Reflected Ceiling Plan sufficient detail to indicate all lighting decisions, exposed ceiling mounted equipment, maintenance clearance requirements and day-lighting elements.
- f. Catwalk Plan sufficient detail to outline service access to lights and equipment.
- g. Roof Plan showing all roof mounted equipment, screening, vents, daylighting elements and access.
- h. Exterior Elevations dimensioned, showing Design Development phase information, with all material and color selections.
- i. Typical building sections and key interior elevations necessary to illustrate design decisions and system coordination including all material and color selections, day- lighting, and compliance with all applicable energy conservation laws and regulations.
- j. Door and hardware schedule identifying all doors and corresponding hardware types.
- k. Room finish schedule with material selections.
- Preliminary Structural Framing and Foundation Plans sufficient detail to indicate all structural decisions, material selections, quality, size of HVAC System selection, location, size, coordination, and load calculations for each room, space and zone, control schematics, and equipment specifications and manufacturers cut sheets.
- m. Quantifying energy conservation measures and renewable resources criteria that will be used in development of the design and their impact on LEED equivalancy and Title 24 Energy Compliance. Prepare computer simulations using EnergyPro or similar CEC certified performance software documenting design decisions and the impacts on operating cost and Title 24 compliance. CONTRACTOR shall coordinate operational assumptions and schedules with CITY staff. Simulations shall include lifecycle cost analysis using local utility rates appropriate for the Project. Preliminary Title 24 Performance Energy Calculations shall be provided for both actual working hours and operating conditions and compliance conditions.
- n. Electrical Design and Location documents, load and lighting calculations for each space and zone, control recommendations, energy saving options, and equipment specifications and manufacturers cut sheets.
- Communications/Data design and location documents, telephone, alarm, data, fiber optics, surveillance cameras, access control recommendations, theatrical equipment, miscellaneous equipment specifications and manufacturer cut sheets.
- p. Fire protection drawings including location plans, preliminary equipment selection and hydraulic calculations.
- q. Audio Visual design and location documents. Including equipment and wiring device plans and schedules.

- r. Theatrical design and location documents. Including lighting, drapery, rigging and equipment plans and schedules.
- s. Preliminary Specifications in CSI Divisions format with sufficient detail to indicate all decisions, including complete detail cut sheets of all specified equipment (with maintenance requirements) and materials.
- t. Drawings itemizing on-site and off-site development requirements.
- u. Design development binder indexing all manufacturers cut sheets on all significant equipment and significant materials and finishes.
- v. Updated Acoustic analysis and recommendations including building systems noise control, acoustically rated door and wall types, absorption and reflection recommendations and acoustical room data schedule.
- 2. Coordinate, support and incorporate the selected approach to comply with the City's Art-In-Public-Places requirements into the overall Project design.
- 3. CONTRACTOR shall prepare up to six design alternatives not exceeding a combined 5% of the anticipated construction budget, with risk assessments for each alternative. CONTRACTOR will develop preliminary site development plans, floor plans and quality control standards for each alternative. CONTRACTOR will quantify energy conservation measures and renewable resources criteria that will be used in development of each design and their impact on LEED equivalency and Title 24Energy Compliance.
- 4. CONTRACTOR shall provide cost estimate and participate in reconciliation process with the Design-Assist contractor, and participate in value engineering and adjustments to meet the Project requirements.
- 5. Submit copy of the above-mentioned Design Development Documents for review and approval in electronic format acceptable to the CITY at both 50% and 100% Design Development milestones.
- 6. Incorporate revisions to Design Development documents requested by the CITY, and resubmit electronically a set of Design Development documents to CITY for record approval, within three weeks unless otherwise specified.
- 7. Design team shall work with the selected Design-Assist contractor to complete Project review, update and incorporation of recommendation. CONTRACTOR will use Building Information Management (BIM) and/or will convert and data transfer document to contractor using BIM format.
- 8. CONTRACTOR shall provide five (5) renderings of the perspective view, size to be mutually agreed upon by CONTRACTOR and CITY, along with an Executive Summary of the Project design. The CITY will require a three-week review period commencing once all required items have been submitted to CITY; prior to accepting final drafts. The CONTRACTOR must be responsive to comments during this review period (phone and/or e-mail are acceptable forms of communication; unless otherwise requested.)

C. CONSTRUCTION DOCUMENT DEVELOPMENT AND COMPLETION

Upon receipt of written approval by CITY of the Design Development Documents, and receipt of written notice to proceed from the CITY with the Construction Documents Phase, CONTRACTOR shall perform the following services:

- 1. Prepare and submit for review by the CITY and others as determined by the CITY, Construction Documents consisting of Working Drawings and the Project Manual setting forth in complete and coordinated detail the requirements for the construction of the entire Project, including the necessary bidding information and special provisions of the contract forms as provided by the CITY. The CITY shall provide the general conditions of the contract, consistent with the CITY's standard General Conditions, for coordination and inclusion. Should coordination of the general conditions require a variance to the CITY's general conditions, the CONTRACTOR shall obtain approval from the CITY prior to incorporation of General Conditions in the Project Manual. Construction Documents shall at a minimum include:
 - a. Cover sheet with names and phone numbers of each consultant, sheet index, vicinity map, and building code criteria.
 - b. Demolition / Site clearance plans with verified as-observed condition plans.
 - c. Civil Engineering Drawings, Calculations and Specifications.
 - d. Architectural Drawings, Calculations and Specifications.
 - e. Exit path diagrams.
 - f. Floor Plan with graphical coding to identify fire separation assemblies and fire protection ratings for all openings.
 - g. Structural Engineering Drawings, Calculations and Specifications.
 - h. Mechanical Engineering Drawings, Calculations and Specifications.
 - i. Plumbing Engineering Drawings, Calculations and Specifications.
 - j. Fire Sprinkler / Suppression, Calculations and Specifications, including all manufacturers cut sheets to complete a full design for approval by the City's Fire Department. Deferred submittals are not allowed.
 - k. Electrical Engineering Drawings, Calculations and Specifications.
 - I. Audio Visual drawings, equipment narrative and specifications.
 - m. Theatrical equipment drawings, equipment narrative and specifications.
 - n. Theatrical lighting drawings, and specifications.
 - o. Photometric isopoint calculations for major areas (house and lobby).
 - p. Furniture, Fixtures and Equipment (FF&E) Design Drawings, Calculations, Specifications, and preparation of separate bid documents for subcontractors. Any required re-selections or substitutions due to obsolescence of product after selection or specification will be a compensated additional service to be provided by CONTRACTOR only after written approval from the CITY.
 - q. Food Service Equipment Design Drawings, Calculations and Specifications for approval by the County Health Department.
 - r. Communications, Engineering Drawings, Calculations and Specifications.
 - s. Landscape Drawings, Calculations and Specifications.

- t. Carpet Seaming Plan Drawings and Specifications.
- u. Title 24 Energy Compliance Documentation Performance Calculations conforming to Section II.E.
- v. Shop drawings as required for plan-check review and coordinated with the remainder of the Contract Documents as described in CITY's agreement with the General Contractor chosen to complete construction of the Project.
- w. Art-In-Public-Places coordination documents with supporting documentation for plan-check, permit and construction.
- x. Project specifications divided into the CSI Division format, with list of required submittals and material testing. Provide a combined, single document file of the text of all specification sections on computer- generated magnetic media in format acceptable to the CITY.
- y. Update the Design Development binder to include all the detail cut- sheets of materials specified in Construction Documents broken down to conform to the CSI Division format for CITY use at final 100% Construction Documents submittal.
- z. CONTRACTOR shall prepare a list of all submittals required from the contractor for completion of the Project. The list shall be included in the bid package and require the contractor to identify the sub-contractor, scope of work & documentation, and review schedule as depicted in the contractor's schedule.
- aa. Provide a work plan and list of criteria for commissioning all building systems as part of the subcontractor bid documents, including specific test requirements.
- bb. CONTRACTOR shall prepare an itemized directory of all Title 24 Acceptance Testing requirements. The directory shall clearly set forth all equipment, systems, conditions and materials that must be tested, the tests that must be performed, qualifications for the person(s) conducting the testing, documentation requirements, identify the person(s) responsible for conducting and documenting the test results, actions to take if an item fails a test, identify who must be present for the test, notification requirements for the test and all participants, qualifications for the "Testing Authority", responsibility for compiling, indexing and submitting acceptance test results to the building official. CONTRACTOR shall support the CITY and contractor, who will secure temporary and permanent Occupancy Permits, as necessary.
- 2. The following information shall be included in all Construction Documents sets submitted to the CITY for review and approval:
 - a. Completed structural calculations for all structural elements of the Project, not provided by specialty engineers. Specialty engineer's structural calculations to be submitted for CITY review and approval during construction administration.
 - b. Completed mechanical, plumbing, fire sprinkler, and fire suppression calculations.
 - c. Communications, signal, data and electrical panel load calculations including load balancing.

- d. Completed Title 24 Energy Compliance Performance Calculations, as required by the California Energy Commission.
- 3. Fire Sprinkler and fire suppression shall be completed with sufficient detail to meet City fire department plan-check and approval. Documents under this heading shall include all specifications, calculations, manufacturers cut sheets and similar documentation with sufficient detail to secure the final permit acceptable to the CITY's Fire Department.
- CONTRACTOR shall define and prepare up to five design alternatives that will serve as add alternates and combined do not exceed 5% of the CITY's Construction Budget. CITY, CONTRACTOR, and Design-Assist Contractor shall mutually agree on draft priority of alternates prior to issuance of drawings.
- 5. CONTRACTOR shall provide a document set at 95% Construction Documents forestimation.
- 6. CONTRACTOR shall provide cost estimate and participate in reconciliation process with the Design-Assist Contractor. Reconciliation to include identification and prioritization of alternates identified per 1.C.4.
- 7. Provide drawings, specifications, calculations and support documentation for review and approval by Building Inspections Division. Make all necessary changes to secure required permits and approvals.
- 8. Submit one (1) reproducible set and five (5) copies, and copies in Revit and PDF formats of the above-mentioned Construction Documents for review and approval at 50%, and 100% completion along with all Title 24 energy.
- 9. Meet with CITY staff during the Construction Document review period(s) to discuss staff comments and address potential problems or inconsistencies.
- 10. Provide additional clarification and/or coordination drawings when requested by CITY.

D. DESIGN SUPPORT DURING BIDDING PHASE

It is anticipated the CITY will bring a General Contractor into the Project to work in conjunction with the Design firm as early in Schematic Design as possible. It is not yet known if the contractor brought on during Schematic Design will be the General Contractor awarded the construction of the Project. In any case, it is anticipated that the Design team will be involved in construction administration throughout the duration of construction.

Upon receipt of written approval by CITY of the Construction Documents and receipt of written notice to proceed with the subcontractor Bidding Phase from the CITY, CONTRACTOR shall assist in obtaining bids and in awarding subcontractor construction contracts for the Project, and CONTRACTOR shall provide the following services:

 Furnish one (1) set of reproducible hardcopy of the approved Working Drawings, one (1) typed hardcopy of the approved Project Manuals for printing and binding of bid documents. Documents shall be in a format acceptable to the CITY. Documents will be prepared for bidding in phases and by discipline when necessary.

- 2. Furnish a copy of all Working Drawings and Project Manuals in electronic format acceptable to the CITY.
- 3. Attend and participate in a CITY coordinated Pre-Bid Conference.
- 4. Keep records and prepare necessary addenda and modifications, both written and in drawing form, for timely issuance prior to the bid opening dates. All addenda shall be issued through the CITY's designated Project Manager.
- 5. CONTRACTOR shall not issue clarifications, interpretations or addenda or provide any other direction to bidders during this phase of the Project. All clarifications, interpretations, revisions, directions, addenda or similar instruments must be issued and released by the CITY.
- 6. CONTRACTOR shall provide a reconciliation of the GMP per the 95% reconciled estimate.
- 7. Revise Bidding documents for issuance as Construction Documents to incorporate addenda and clarifications.

E. DESIGN SUPPORT DURING CONSTRUCTION PHASE – OPTIONAL SERVICES

The services described in this Section (E) are optional services that will only be provided by CONTRACTOR following written approval from CITY through an amendment to this Agreement. Should the CITY authorize the project to proceed into construction, it is anticipated that the CONTRACTOR will be involved in construction administration throughout the duration of construction. However, nothing in this Agreement shall obligate the CITY to select these services and CITY shall be under no obligation to pay for these services unless specifically authorized by CITY through an amendment this Agreement. Furthermore, the CITY may modify the services described in this Section (E) as necessary if an amendment is issued.

After the CITY's award of a contract for the construction of the Project, CONTRACTOR will review the progress of construction to determine, in general, if the work is performed in accordance with the construction Contract Documents, and assist the CITY in the following manner:

- 1. Participate in a CITY coordinated Pre-Construction Conference.
- 2. Furnish, on request, definitions, interpretations and clarification of the Contract Documents for the Project as noted in Section II.W.
- 3. Review and recommend approval or rejection of shop drawings, samples, and other submissions for conformance with the construction drawings of the Project and compliance with the Contract Documents. All review comments shall be supplied to the CITY's Project Manager as noted in Section II.W. The CITY's Project Manager may grant additional time for individual reviews on a case-by-case basis.
- 4. Perform general administration of the Project to review the progress and quality of work and at intervals appropriate to the stage of construction and as specifically required in the Contract Documents, but not less than once every two weeks and consistent with requirements outlined in Section II.W. Notify the CITY's Project Manager at least one (1) working day prior to each site visit and submit written field observations to the CITY within

two (2) working days of completing each site visit. The CITY's Project Manager may grant an extension for the submittal of written observations on a case-by-case basis.

- 5. CONTRACTOR shall review requests for change from the contractor, and provide recommendations to the CITY's Project Manager, in accordance with the intent of the Contract Documents.
- 6. Review the contractor's applications for payment and recommend amounts owing, as noted in Section II.W.
- 7. Review and recommend approval or rejection of substitutions by the contractor for conformance with the Project design concept and for compliance with Contract Documents. CONTRACTOR shall briefly review, at no additional cost to the CITY, each substitution and should the detailed review require more than 16 hours of review time CONTRACTOR shall provide the CITY's Project Manager with a fee and time schedule for detailed review of each substitution. Detailed review of each substitutions are subject to the requirements of Additional Services when approved and authorized by the CITY's Project Manager prior to beginning the detailed review. Should review of any substitution require more than twelve hours of services, such review shall be compensated as an additional service.
- 8. Review for compliance, any items submitted by the contractor for consistency with the contract documents, including but not limited to submittals, O&M Manuals, written guarantees, instruction books, diagrams and charts, etc., within the timelines established in Section II.W.
- 9. Upon application for substantial completion by the contractor, recommend the date of substantial completion, and prepare and distribute a detailed punch-list of all deficiencies within 72 hours of the site visit. Verify punch-list completion prior to recommending final acceptance and payment.
- Should CONTRACTOR become aware of omissions, substitutions, defects or deficiencies in the work of the Project, CONTRACTOR shall immediately advise the CITY's Project Manager and follow- up in two calendar days with written confirmation of field conditions. CONTRACTOR is not contracted to complete extensive site investigation and field observations.
- 11. Assist during the post-construction warranty/guarantee period. CONTRACTOR shall not be responsible for post-construction guarantee assistance resulting from material or procedure changes to the Contract Documents made by CITY during construction and not approved by CONTRACTOR.
- 12. Review and evaluate the contractor's commissioning plan, detailed schedule, commissioning results and reports provided by the contractor. Attend and observe field tests and commissioning.
- 13. Make final site review of the completed Project with the CITY.
- 14. Upon full and satisfactory completion of all required construction, to the satisfaction of CITY, issue a Certificate of Completion and Acceptance.

15. Upon completion of the work, based on markups provided by the contractor, compile and deliver to the CITY a complete set of record documents for the completed Project, including all reports, plans, as-builts as provided by contractor, etc.; in hard copy and electronic versions.

II. CONTRACTOR RESPONSIBILITIES

A. DESIGN/ADMINISTRATIVE RESPONSIBILITY

The CONTRACTOR agrees to designate Vince Leskosky as the lead design team member responsible for development of the architectural design and administration of design. The CONTRACTOR designates Michael Rudolph as the lead design team member responsible for daily coordination with the CITY, development of construction document activities, coordination with the contractor and responsibility for daily administration of the design according to the specifications in this Attachment 1 to Exhibit A.

Accordingly, Michael Rudolph shall be responsible for the daily activities necessary to complete the design and construction of the Project. CONTRACTOR agrees that Mr. Rudolph shall coordinate, conduct and participate in required workshops, design charrettes, Project meetings and similar activities on this Project. CONTRACTOR agrees that Mr. Rudolph shall not delegate responsibility on this Project to any individual or firm without the prior written consent of the CITY. CONTRACTOR agrees Mr. Rudolph shall not be changed without the prior written consent of the CITY.

B. ACCESSIBILITY COMPLIANCE

The CONTRACTOR shall appropriately address disability accessibility issues as identified in the CITY provided 2014 CASp Assessment Report conducted by SZS Consulting Group. The CITY is committed to providing a facility that is accessible to all members of the community. Given the existing building, some Title 24 and ADA requirements may not be attainable without the extensive demolition of primary building structural elements. In these instances, the CONTRACTOR will work with the Disability Advisory Commission and the CITY's accessibility consultant to define an acceptable approach that best meets the intent of Title 24 and ADA. CONTRACTOR agrees to complete the design conforming to the regulation and intent of ADA requirements, California Title 24 accessibility regulations/ recommendations and guidelines provided by the CITY. Where a conflict may occur between applicable accessibility standards, CONTRACTOR agrees to design the facility to the most stringent standard.

Where ranges are provided for compliance (i.e. dimensions, operating pressures, etc.), CONTRACTOR shall NOT design and provide contract documents that use allowable minimums. CONTRACTOR and, based on the recommendations of the Owner regarding tolerances, shall adjust minimums to account for normal construction practices and site conditions to ensure the final installation complies with ALL requirements when installed.

C. ACOUSTICS REQUIRMENTS

The design and implementation of acoustics form a critical part of the design and final operation of the Theater. CONTRACTOR agrees to include the CITY's participation in the review and analysis of existing conditions, recommendations for alterations to maximize acoustic quality and flexibility in the Theater, recommendation for design changes to improve acoustics, acoustic evaluation of design alternatives and final design.

D. GEOTECHNICAL REPORT

The CONTRACTOR shall update the 2010 Shannon & Wilson Inc. geotechnical report where necessary to reflect this Project's scope.

E. CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) REQUIREMENTS

CONTRACTOR shall include all California Environmental Quality Act (CEQA) requirements in all Construction Documents.

F. ENERGY EFFICIENT DESIGN REQUIREMENTS

CONTRACTOR is encouraged to develop energy efficient design options and alternatives for the design of the Theater, site and systems and maximize energy efficiency throughout the Theater by addressing building design, shading, day-lighting, site design, insulation, glazing, orientation, building systems and similar criteria throughout the design process.

CONTRACTOR shall use a Performance Compliance computer simulation program approved by the California Energy Commission for use on non-residential Projects. The program used shall be the latest version approved by the California Energy Commission and the program shall be capable of producing Life-Cycle-Cost analysis based on actual anticipated operating conditions.

Thirty calendar days prior to completion of the first performance simulation requirement listed below, CONTRACTOR shall develop for CITY the operational calendars and occupant loads that will be used for energy model simulations for SMUD and Value Engineering in addition to simulations needed for Title 24 Part 6 evaluation and compliance. CONTRACTOR shall prepare the following computer simulations:

- 1. CONTRACTOR shall prepare energy savings recommendations for consideration by the CITY based on actual operating conditions and Life-Cycle-Cost.
- 2. CONTRACTOR shall develop options for consideration by the CITY that achieve an energy savings beyond allowable energy budgets established under Title 24 Part 6 for Non-Residential Buildings. Each simulation shall include the simultaneous combined effects of the actual design building envelope, indoor lighting, mechanical systems, and hot water

systems. Square foot budget allowances will be allowed during Schematic Phase for lighting, all other disciplines must use proposed design conditions and equipment.

CONTRACTOR shall provide the energy simulations listed above at the following times:

- a. 30 calendar days prior to completion of the Schematic Design Phase.
- b. 100% Design Development Review.
- c. Final Building Department Submittal.
- d. At any time necessary for coordination with regulatory agencies and/orutilities.

G. HEATING AND COOLING DESIGN CONDITIONS

Heating and cooling design for the Theater shall be based on ASHRAE design procedures. CONTRACTOR shall research, document and develop recommendations for temperature, humidity and ventilation parameters based on recommendations from ASHRAE, regulatory agencies and standard specifications supplied by the CITY.

H. SEPARATE CITY CONSULTANTS

The CITY may secure the services of multiple separate consultants throughout the duration of the Project and this Agreement. As it relates directly to the scope of this Project, CONTRACTOR shall, coordinate, provide supporting information and generally support the work efforts of these consultants.

I. INCENTIVES, REBATES AND TAX BENEFITS

CONTRACTOR shall assist in reviewing the Project scope and objectives with CITY staff and assist in investigating the availability and impact of current or anticipated incentives and/or rebates for energy efficient design improvements available to the Project. CONTRACTOR shall assist in the evaluation the operational and lifecycle impacts with CITY staff. Should additional documentation, calculations or supporting paperwork be required to file for any incentives and/or rebates, the CONTRACTOR shall offer a proposed fee for services regarding application for any incentives and/or rebates, and will only perform these services after written authorization from the CITY. Rebates and incentives available to the Owner shall remain the property of the CITY.

J. SYSTEM COMMISSIONING

CONTRACTOR shall coordinate, as it relates directly to the scope of the Project, with the CITY's commissioning agent during the milestone review periods of Schematic Design and Design Development and during the commissioning period in the construction phase.

K. FURNITURE, FIXTURES, SYSTEMS, EQUIPMENT

CONTRACTOR shall be responsible for design and specification of all fixtures, equipment, materials, systems, furniture, blinds, drapes, etc. related to the Project, including items not permanently attached to the Theater. Contract Documents shall include design, specification, bid documentation, coordination and support necessary for proper installation of all fixtures, furniture, systems, and equipment; including but not limited to, lighting controls, dimmer systems, drapes, theatrical equipment, telephone, networking, communication, repeaters, box office infrastructure, AV systems, etc.

L. ART-IN-PUBLIC-PLACES

CONTRACTOR shall participate with the CITY and the Sacramento Metropolitan Arts Commission in the selection of artists, development of designs, incorporation, support and integration of artwork within the Project design beginning in the Schematic Design Phase and continuing through installation of the artwork.

M. BUILDING INTERIOR, EXTERIOR AND SITE SIGNAGE

CONTRACTOR shall be responsible for design of interior and exterior signage design, including specifications, bid instruments and documentation. Signage may include interactive media and/or digital signage and monument signage on the building or site.

N. BUILDING MAINTENANCE, OPERATIONS, SERVICING

CONTRACTOR shall meet with representatives from the CITY to determine how systems, spaces and access will be facilitated for servicing, maintenance and on-going operation of the Theater through construction.

O. ADDITIONAL CLARIFICATION AND DOCUMENTATION

CONTRACTOR shall provide additional details, isometrics, sections, calculations and similar information when requested by CITY and if required to facilitate construction to clarify design and installation requirements and coordination on the Project.

P. RECORD DOCUMENTS

The construction contractor for the Project shall provide as-built conditions, RFIs, and field changes to the CONTRACTOR. CONTRACTOR shall provide the CITY with all Construction Documents, including Contractor provided record documents in electronic format and media acceptable to the CITY for the development of "Record Documents". CONTRACTOR is required to prepare "Record Documents" under this Agreement.

Q. INFORMATION FORMAT

CONTRACTOR shall provide all information developed for the Project in electronic format the CITY can readily use for reports, public notices, press releases, presentations and similar activities. The format shall be compatible with existing CITY software and resources.

R. CODE / REGULATORY INTERPRETATION OR CONFLICT

Where an interpretation, regulation, law or code conflicts with other interpretations, regulations, law or codes, the CONTRACTOR shall implement the most stringent requirement.

S. MEETING RESPONSIBILITIES

CONTRACTOR shall prepare agendas and participate in relevant informational meetings, presentations, coordination sessions, workshops, regulatory meetings, utility meetings, public meetings and similar activities associated with execution of the Project. CONTRACTOR shall be required to attend and present at twelve (12) meetings including the following meetings but not limited to:

- a. Presentation to steering committee and stakeholders at completion of design phases,
- b. Presentation to Sacramento Design Review Board,
- c. Sacramento Disability Advisory Committee (DAC), and
- d. Presentation to Sacramento City Council.

T. PUBLIC INFORMATION RELEASES

CONTRACTOR, and all associated firms and/or individuals, shall not release information concerning this Project for public relations or promotional purposes without the specific written authorization of the CITY. This limitation shall not prohibit CONTRACTOR from referencing this Project in proposals developed by CONTRACTOR to secure other contracts provided that the CITY is contacted in advance and approves such use and reference.

Upon request by the CITY, CONTRACTOR shall provide information necessary for the public information releases by the CITY.

U. SUPPORTING INFORMATION SERVICES

CONTRACTOR agrees to work with the CITY to develop, prepare and provide information requested by regulatory agencies, reviews, environment assessments, utility incentives and similar activities necessary to obtain required consensus, reviews and approvals for the Project and related activities.

V. CHANGES RESULTING FROM CODE IMPLEMENTATIONS, MODIFICATIONS & INTERPRETATIONS

CONTRACTOR shall be responsible for completing all design document changes necessary that result from changes in any federal, state, or local laws, or regulatory code changes, modifications,

implementations or interpretations through completion of Construction Documents at no additional cost to the CITY.

W. ON-SITE STAFFING

CONTRACTOR shall provide on-site staff presence and reference support through the Bidding Phase, and through the Construction Phase if requested by CITY through a written amendment to this Agreement, not to exceed 14 months, total from the effective date of this Agreement, unless otherwise agreed to in writing between the parties. On- site staff shall include a designated construction representative, from the CONTRACTOR's office, acceptable to the CITY with authority to represent CONTRACTOR and execute construction administration activities on-site. CONTRACTOR or its authorized representative shall be available and responsive, even when not on site, throughout the duration of the Bidding Phase, or Construction Phase if requested through written amendment by CITY, until construction completion, not to exceed 28 months from construction commencement. The designated construction representative shall remain unchanged throughout the entire Project until the work is completed, or as otherwise approved by CITY.

III. PROJECT CONSTRUCTION COST

Project Construction Cost, as used in this Agreement, means the total cost to the CITY of ALL construction work necessary to complete the Project. CONTRACTOR shall develop an estimated Project Construction Cost and submit such estimate to CITY.

- Project Construction Cost shall include work covered by Change Orders (except where the Change Order is inconsistent with the Project design as approved by CITY or where the change is necessitated by conditions that could not have been anticipated by CONTRACTOR). Project Construction Cost shall not include: cost of the site acquisition, CITY staff fees, cost of Art-In-Public-Places or the cost to acquire any necessary rights of way. Project Construction Cost shall include all construction costs, systems, support, infrastructure, communications equipment, security equipment, furniture, fixtures, equipment, networking and related Project costs necessary to complete and occupy a fully functional Theater.
- 2. CONTRACTOR shall work closely with the Design-Assist Contractor in development and reconciliation of all cost estimates including consultants' estimates, value engineering and tradeoff studies.
- 3. The CONTRACTOR's Construction Budget shall match the CITY's Construction Budget submitted to the Sacramento City Council for approval at the completion of the Project Definition Phase. Estimates submitted to the CITY by the Design-Assist Contractor and reconciled with the CONTRACTOR's estimate at the end of the Schematic Design, Design Development, and the 95% GMP draft shall be within the "Owner's Construction Budget". CONTRACTOR agrees to complete all construction documentation within the "Owner's Construction Budget" with provisions for contingency and alternatives.

- 4. The CONTRACTOR's Construction Budget estimates shall be based on the Construction Specification Institute (CSI) Uniformat.
- 5. Estimates shall include an appropriate design, estimating, and construction change order contingency adjusted for the level of detail available during each phase. The contingency must be approved by the CITY. Prior to issuance of the first estimate, the Design-Assist Contractor, the CITY and the CONTRACTOR shall agree upon a set of contingency levels to utilize in the development and reconciliation of the estimate. All estimates shall list costs associated with the CITY's general conditions. Specific attention shall be given to bonding, insurance and prevailing wage requirements. CONTRACTOR shall be responsible for obtaining a current copy of the CITY's General Conditions, and verifying all variables and options prior to completion of each estimate.

IV. MAJOR PROJECT CHANGE

- 1. As used herein, "Major Project Change" means: "A material and substantial change in the scope of the design work necessitated by conditions beyond the control of the CONTRACTOR and not resulting from errors, conflicts or omissions of the CONTRACTOR". A Major Project Change shall be deemed material and substantial if it requires a material work effect by the consultant team. Prior to the initiation of material work effect by the CONTRACTOR shall notify the CITY, review the work effort and reach mutual agreement on scope of work effort. The CONTRACTOR shall not proceed with work effort without authorization from the CITY.
- 2. Services required due to a Major Project Change are Special Services. Special Services shall not be performed without an agreement on the cost of the Special Services and written notice to proceed from the CITY.
- 3. No additional compensation shall be considered for minor changes which do not constitute a Major Project Change.

V. PROJECT DESIGN AND CONSTRUCTION SCHEDULE

- 1. CONTRACTOR shall perform its work in conformance with the timeframes within the Project schedule outlined in Subsection 2 below by using whatever staffing strategies it may consider necessary, subject to the staffing requirements specified above in the On-Site Staffing and Design/Administrative Responsibility sections above. The schedule is subject to change by the CITY and may be modified at the request of CONTRACTOR where delay is unanticipated and beyond the control of CONTRACTOR and upon the prior written approval of CITY. The CITY will not pay additional compensation for any CONTRACTOR overtime, which CONTRACTOR may decide is necessary to comply with the schedule.
- 2. Project Schedule:
 - a. Schematic Design Phase: NTP + 4 months
 - b. Schematic Design Review and Estimation: 5 Weeks
 - c. Design Development Phase: NTP +5 months

- d. Design Development Review and Estimation: 5 Weeks
- e. Construction Document: NTP + 6 months
- f. 95% Construction Document GMP Draft: 4 Weeks
- g. Plan check Phase: 4 months
- h. Bidding and Award: 4 months
- i. CITY issues Contractor Notice to Proceed
- j. Construction Phase: NTP + 26 months to substantial completion plus 2 months to final completion (Should the CITY authorize the project to proceed into construction, it is anticipated that the CONTRACTOR will be involved in construction administration throughout the duration of construction. However, as specified above, CONTRACTOR will only perform work during the Construction Phase if specifically authorized by CITY through an amendment to this Agreement).
- 3. The CITY reserves the right to return (without review) all submissions from the CONTRACTOR design team which are incomplete or inconsistent with the level of work required under the Agreement, and provide no time extension. One week prior to a required submission of documents, CONTRACTOR shall meet with the CITY and present the "rough draft" of the submission, including copies of all available documents from the CONTRACTOR and all subconsultants providing services to CONTRACTOR. CONTRACTOR shall be responsible for all costs associated with re- submission of a previously incomplete submittal, including, but not limited to: printing, delivery, travel, and extensions/revisions to the CONTRACTOR's contracts with its sub- consultants.
- 4. The CITY reserves the right to withhold or modify payments to CONTRACTOR if submittals are incomplete, delayed or inconsistent with Project scope and schedule described in this Agreement.
- 5. CONTRACTOR shall review the Project schedule monthly with the CITY and make adjustments as necessary and acceptable to the CITY. Changes to the schedule may not be made without the CITY's prior written approval.
- 6. The schedule shall be maintained by CONTRACTOR in a format acceptable to the CITY, and made available for the CITY, in electronic format, when requested.
- 7. The schedule shall include "float" time to accommodate normal Project adjustments typically encountered on similar Projects. The CITY retains rights to ALL float time in the schedule.
- 8. The schedule shall include time for all filings, processing and evaluation prior to any meetings or actions.

VI. ADDITIONAL SERVICES TO BE PROVIDED BY CONTRACTOR

A. Presentation Model

CONTRACTOR will construct a laser-cut display model whose base is not less than nine square feet, as well as a stand and Plexiglas cover. The model will be internally illuminated, and will illustrate and distinguish between the existing Theater building scheduled to remain and all of the new work. The

model's roof will be cutaway to allow view of the new design for the audience chamber, lobby, and other public spaces. This model will also illustrate new site features.

B. System Commissioning

CONTRACTOR shall provide system commissioning as Commissioning Agent (CxA). The CONTRACTOR will assist the CITY in development of the Owner's Project Requirements (OPR) as a guideline to develop the design. The Owner's Project Requirements will be detailed in the architectural program prepared by the CONTRACTOR. The CONTRACTOR will prepare the Basis of Design (BOD). The CONTRACTOR will coordinate with the CITY staff and update the OPR and BOD for use as the Commissioning Agent (CxA), and develop the system- commissioning plan. The system commissioning plan may include portions of Title 24 Part 6 "Acceptance Testing Requirements" in effect at the time of the permit issuance, but shall extend and incorporate all systems commissioning required by additional programs selected by the CITY. The CONTRACTOR shall develop notes and commissioning requirements and incorporate the commissioning requirements in the Contract Documents. The CONTRACTOR shall prepare scope and scheduling for commissioning all designed systems. CONTRACTOR and CITY shall observe field tests necessary for system commissioning. If a system fails commissioning testing due to defects in the design and specifications, CONTRACTOR as a basic service shall assist in identifying the cause of the failure and appropriate actions necessary to assure the system passes commissioning and functions correctly, efficiently and as designed. Should the system fail commissioning due to defects in the construction or in the equipment or assembly due to defects of the contractor, or manufacturer, or vendor, or party other than the CONTRACTOR, the services related to identifying the cause of the failure and appropriate actions necessary to assure the system passes commissioning and functions correctly, efficiently, and as designed shall be a compensated additional service if approved in writing by CITY before these services are performed; CITY shall not be obligated to compensate CONTRACTOR for such services if written CITY approval was not obtained prior to beginning services.

C. LEED Certification

CONTRACTOR shall provide the services of a LEED certified professional to assist the CITY and the Design team in evaluating options and alternatives for LEED certification. The LEED certified professional shall have successfully completed LEED registration and /or certification for multiple Projects using LEED NC and LEED EBOM. The LEED certified professional, in the schematic design phase, shall analyze the LEED classifications that may pertain to the Project, and present to the owner advantages and disadvantages of the applicable LEED classifications, and recommend the LEED classification approach for the Project, providing a report of this analysis and recommendation. The CONTRACTOR shall, at its own expense, retain an independent LEED certified Peer Review Professional who has successfully completed LEED certification for at least 12 Projects using LEED NC and 12 Projects using LEED EBOM, to provide an independent analysis of the CONTRACTOR's LEED certified professional's report and recommendation, and deliver its opinion to the CITY. CONTRACTOR shall follow the guidelines below for all work related to LEED activities related to this Project:

- CONTRACTOR shall develop and document a "Basis of Design" (BOD). The BOD shall include a discussion of building usage, operating hours, anticipated occupant loads on weekdays and weekends, building program as it directly impacts LEED certification, a section describing how each discipline is meeting the building program, including LEED compliance objectives for civil, landscape, architectural, structural, mechanical, lighting, electrical, and owner design objectives. Provide updated electronic and hard copy at each phase of the Project through Project completion, commissioning end occupancy.
- 2. CONTRACTOR shall coordinate with the CITY to complete the "Owners Design Requirements" related to LEED compliance.
- 3. CONTRACTOR shall complete research, investigation, evaluation and provide the CITY with recommendations and implementation of the most appropriate and cost effective approach to achieve Silver certification for Leadership in Energy and Environmental Design (LEED).
- 4. CONTRACTOR shall be responsible for registration of the Project with USGBC no later than completion of the Design Development Phase. CONTRACTOR shall provide Project management for LEED requirements including delegation of LEED responsibilities, development of guidelines and specifications for implementation, commissioning and management of LEED Online resources.
- 5. CONTRACTOR shall develop a LEED scorecard and agree to achieve the Design Points in the scorecard with pre-requisites and credits mutually acceptable to the CITY and General Contractor by the completion of the Design Development Phase. The scorecard shall formalize responsibilities for design and construction credits and prerequisites necessary to achieve LEED Silver with a minimum 5 point cushion. CONTRACTOR shall be responsible for SUBMITTING DOCUMENTATION WITH THE GOAL OF OBTAINING USGBC approval of all prerequisites and credits, not directly assigned to the general contractor, within a one point cushion. CONTRACTOR shall provide management and assistance with the LEED certification process through final Project certification by the USGBC.
- 6. The Project design shall incorporate prerequisites and credits in the current LEED EBOM guidelines, acceptable to the CITY, and necessary to recertify the Project as LEED EBOM Silver in the future. CONTRACTOR shall provide the CITY with LEED EBOM tracking tools to assist in documenting LEED EBOM recertification.
- 7. CONTRACTOR shall serve as the LEED Project Manager for the Project.
- 8. CONTRACTOR shall provide the CITY with an electronic and hard copy of all computer models and simulation reports.
- 9. CONTRACTOR shall use CITY provided guide specifications (or mutually agreed to guide specifications from CONTRACTOR) in order to achieve the CITY's sustainability goals.
- 10. Specifications shall include, but not be limited to:
 - a. Section 01350 Special Environmental Requirements
 - b. Section 01565 Construction Waste Management Program
 - c. Section 01810 Commissioning
- 11. The CONTRACTOR shall prepare all documentation for LEED compliance, including but not limited to, all templates, calculations and supporting documentation.

- 12. CONTRACTOR shall provide an updated electronic copy of the LEED score card and of the backup material to the Project Manager at the times noted below:
 - a. 50% Schematic Design Review.
 - b. 100% Schematic Design Review.
 - c. 50% Design Development Review.
 - d. 100% Design Development Review.
 - e. 50% Contract Document Review.
 - f. 100% Contract Document Review.
 - g. At any time a construction change might impact the level of LEED certification.
 - h. At the completion of commissioning.
- 13. If CONTRACTOR performs services as requested by CITY during the Construction Phase, CONTRACTOR shall include impacts of LEED certification on all change orders and alternatives submitted by the contractor during construction.

TABLE OF SERVICES

			RESPO	ISIBILITY		
SERVICES		OWNER / OWNER'S CONSULTANT/ CONTRACTOR	Architect (Basic Services) *	Architect (Designated Additional Services)*	Architect (Contingent Additional Services)**	COMMENTS
1.	Land Survey Services	Х				
2.	Geotechnical Services		Х			
3.	Environmental Surveys, Studies & Reports	Х				
4.	Facility Safety Services	Х				
5.	Owner supplied data coordination		Х			
6.	Economic Feasibility Study	х				
7.	Economic Impact Analysis	Х				
8.	Fundraising Analysis	х				
9.	Existing Conditions Survey and Drawings		х			
10.	Needs Assessment	Х				
11.	Programming		х			Program developed during previous Definition Phase will govern.
12.	Program Verification		Х			
13.	Extensive evaluation or validation of site or existing building conditions				х	
14.	Destructive testing to investigate concealed or unknown conditions	х				
15.	Code required special inspections	Х				
16.	Quality assurance testing during the Construction Administration Phase	х			······································	
17.	Site Analysis and selection					Not applicable
18.	Zoning Analysis		Х			
19.	Historic Preservation				х	
20.	Building Design – New Construction or Additions		х			
21.	Interior Alterations		Х			
22.	Exterior Alterations		Х			
23.	Code Analysis		Х			
24.	Construction Documents - Single Bid		х			
25.	Package Construction Documents - Multiple Bid Packages (fast track or phased)				x	
26.	Detailed Cost Estimate		X			Consultant Service
27.	Value Analysis	х	·			
28.	Schedule Development & Monitoring				x	
29.	Contractor Qualifications Analysis	х				
30.	Bidding/Negotiations		X			
31.	Contract Administration				X	
32.	Post Contract Evaluation				X	
33.	Full-Time On-Site Project		x			

*Services included in fee.

**Services not included in original fee. Service is available for an adjustment in compensation.

January 9, 2017

	SERVICES	OWNER / OWNER'S CONSULTANT/ CONTRACTOR	Architect (Basic Services)	Architect (Designated Additional Services)*	Architect (Contingent Additional Services)**	COMMENTS
	Representation					
34.	Record Drawings		х			
35.	System Validation Testing (SVT)				x	
36.	Tenant-Related Services					Not applicable
37.	LEED [™] – Project registration, consultation, documentation, and certification submission				x	
38,	Infrared Thermography				х	
39.	Master Planning					Not applicable
40.	Test Fits/Flow diagrams		-			Not applicable
41.	Civil Design	·	Х			Consultant Service
12.	Landscape / Site Work Design		Х			Consultant Service
13.	Commissioning		х			
44.	Post Occupancy Warranty Review				×	
45.	Historic Tax Credit Submissions	Contraction of the second	and a starting	Strain and State	and the second second	in the second second
	a. Part 1		- to to the state of the			Not applicable
	b. Part 2					Not applicable
	c. Part 3					Not applicable
46.	Structural Engineering		HALLEN AUX	Dia ne dia ma	a a set a set a set	
	a. Lateral and Gravity Loading		X		and the second	
-	b. Seismic Loading		x			
1007	c. Blast /Progressive Collapse					Not applicable
-	d. Curtain wall systems	x				
_	e. Cold formed metal framing	X				
	f. Temporary shoring	x				
-	g. Underpinning	x				
-	h. Torque down piles	×				
	i. Metal pan stairs	x				
	j. Handrails and guardrails	x				
	k. Metal ladders	x				6
	I. MEP support systems	×				
	m. Pre-engineered equipment frames, catwalks	x			mai nental salest	
47.	Mechanical Engineering	The rest of the second	Contraction (and the			
	a. Central Plant Design	х				
	b. HVAC Systems		х			
-	c. Plumbing Systems		x			
	d. Fire Protection (Sprinklers)		х			
	e. Medical Gasses				(1))))/////////////////////////////////	Not applicable
	f. Integrated Automation Control		х			
18.	Electrical Engineering		(II₩II.)) (IIEE) (I	SIN DEGENSION		
	a. Medium Voltage Distribution		X			
	b. Power Distribution	1	x			
	c. On Site Power Generation				X	

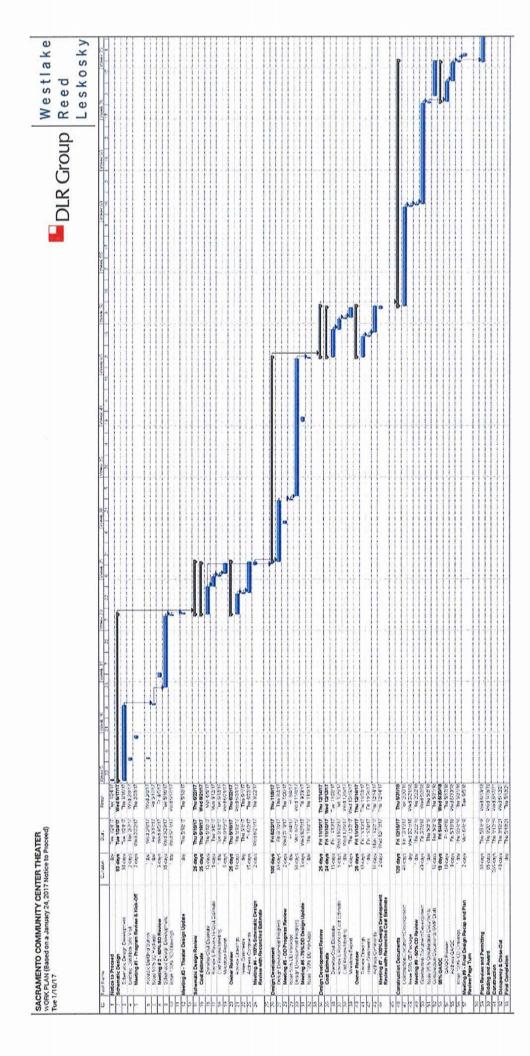
			RESPONSIBILITY								
SERVICES		OWNER / OWNER'S CONSULTANT/ CONTRACTOR	Architect (Basic Services) *	Architect (Designated Additional Services)*	Architect (Contingent Additional Services)**	COMMENTS					
	d. General Lighting		Х								
49.	Low Voltage Systems										
	a. Fire Alarm		x			Shop drawings including circuiting, volt drop, battery calculations shall be by deferred submittal.					
	b.		X								
	c. Telephone		Х								
	d. Data		Х								
	e. Nurse Call					Not applicable					
	f. Code Blue					Not applicable					
	g. Monitoring and Medical					Not applicable					
	h. CCTV		Х								
	i. CTV		Х								
	j. MATV					Not applicable					
	k. Master Clock					Not applicable					
	I. Intercom		Х								
	m. Paging		x								
	n. Show Control Automation				x						
50.	Energy Modeling		x			As required for equipment sizing and energy code compliance only					
51.	Operating Cost Analysis				х						
52.	Life Cycle Cost Analysis				х						
53.	Utility Incentive Analysis				х						
54.	Energy Tax Credit Analysis				Х						
55.	Lighting Design										
	a. Decorative/Accent Lighting		Х								
	b. Theatrical Lighting	·	Х								
	c. Exhibit Lighting					Not applicable					
56.	Interior Design, Details, and Specifications										
	a. Room Finishes		X								
	 b. Furniture, Fixtures, & Equipment (FFE) 		×								
	 c. Specialized elements for AV/IT/COM equipment and devices 		х								
57.	Signage Design, Details, and Specifications										
	a. Required by Certificate of Occupancy		X			Consultant Service					
	b. Interior Signage		X								
	c. Exterior Signage		X								
	 Discretionary (such as donor recognition, directories, etc.) 				х	Consultant Service					

January 9, 2017

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		(
	SERVICES	OWNER / OWNER'S CONSULTANT/ CONTRACTOR	Architect (Basic Services)	Architect (Designated Additional Services)*	Architect (Contingent Additional Services)**	COMMENTS
58.	Acoustics	Water Providence				A REPORT OF A RECEIPTION OF THE ACT
	a. Room Acoustics		х			
	b. Isolation		X			
	c. Noise Control		x			
59,	Audio Visual		A State of the second second			Production of the Production
	a. Background Music					Not applicable
	b. Video Conferencing					Not applicable
	c. Audio Conferencing					Not applicable
_	d. Distance Learning					Not applicable
	e. Playback Entertainment Sound Systems					Not applicable
	f. Sound Reinforcement Systems					Not applicable
	g. Media Projection					Not applicable
	h. Room Automation Systems					Not applicable
	i. Video Camera Systems			un M. S. Husumus	nonunia dis sources	Not applicable
	j. Primary Audio System		х			
	k. Digital Video System	ar ar an	х	Reflection - The State of Stat		
	I. Centralized Control System		Х			
	m. Assisted Listening System		Х			
	n. Intercom System		х			
	o. Production Monitoring		Х			
60.	Radiation Protection					Not applicable
61.	Food Service	and filler friendstrik	Tistilin (by thi)	CONTRACTOR OF	State States	Children of the second second
	a. Full Service Kitchen	х				
	b. Catering Pantries		х	aner and the same		Consultant Services
	c. Concessions		×			Consultant Services
62.	Theatrical Equipment Selection and Specifications		х			
63.	Medical Equipment Selection and Specifications					Not applicable
64.	Exhibit Design, Selection, and Specifications					Not applicable
	a. Image Acquisition					Not applicable
	b. Content Development					Not applicable
_	c. Intellectual Property Rights					Not applicable
65.	Retail Design, Selection, and Specifications				x	
66.	Presentation Renderings		х			
67.	Presentation Models		Х			
68.	Agency Approvals	STARE DE LA MERIE			A SHOW SHE	
	a. Architectural Review Board		Х			
_	b. Board of Zoning Appeals				x	
	c. State Historic Preservation Office				×	
	d. National Park Service				x	
	e. Landmark Commission				х	Contraction and the state

4



Form Approved by City Attorney (Architects/Engineers/Surveyors) 12-22-16

Exhibit A - Page 29



PROJECT CONTACT LIST

Client: Sacramento Community Center Theater Project: Theater Transformation

BUILDING ADDRESS: 1301 L St.

Sacramento, California 95814

OWNER:

City of Sacramento Office of the City Manager 915 I Street Sacramento, CA 95814 Desmond Parrington, AICP Senior Development Project Manager DParrington@cityofsacramento.org Office: 916.808.5044 Mobile: 916.216.2813

OWNER'S REPRESENTATIVE:

Pfocus/RLB 1425 North 1st Street, Suite 100 Phoenix, AZ 85004 Richard H. Pfannenstiel, Principal rick@pfocusllc.com Office: 480.945.8100 Mobile: 602.321.7021

ARCHITECT/ENGINEERS:

DLR Group | Westlake Reed Leskosky 6225 North 24th Street, Suite 250 Phoenix, AZ 85016 Office: 602.381.8580 Fax: 602.212.1020 Paul Westlake, Jr., FAIA, Principal in Charge pwestlake@dlrgroup.com Mobile: 216.832.3527

Vince Leskosky, Lead Designer vleskosky@dlrgroup.com

Ruth Albertelli, Specifications ralbertelli@dlrgroup.com

Phoenix and locations worldwide

Pfocus/RLB

4343 East Camelback Road, Suite 350 Phoenix, Arizona 85018 Scott Sumners, Principal <u>scott.sumners@us.rlb.com</u> Office: 602.443.4848 Mobile: 602.554.7773

Michael Rudolph, AIA, Project Director mrudolph@drlgroup.com Mobile: 480.239.7094

Elizabeth Michaels, Interiors emichaels@dlrgroup.com

Page 2

Engineering Team: Radames Cocco, PE, Electrical Engineer rcocco@dlrgroup.com

Duane Palin, PE, Mechanical Engineer dpalin@dlrgroup.com

Shawn Carr, PE, Structural Engineer scar@dlrgroup.com

Roger Chang, PE, LEED Fellow, GGP, LEED rchang@dlrgroup.com

Specialties: Kascey Haslanger, Theatre Specialist khaslanger@dlrgroup.com

Jonathan Hopkins, Acoustician jhopkins@dlrgroup.com

Ray Kent, AV rkent@dlrgroup.com

Yosuke Hiraiwa, Lighting yhiraiwa@dlrgroup.com

CIVIL ENGINEER: Cunningham Engineering Corporation 2120 20th Street, Suite 3 Sacramento, CA 95818 Office: 916.455.2026 Fax: 916.451.2066 Dan Fenocchio, P.E., President dan@cecwest.com

COST ESTIMATING: O'Connor Construction Management, Inc. 6110 Executive Blvd., Suite 440 Rockville, MD 20852 Office: 202.299.0530 Tom Strandberg, CCP, PMP, PSP, LEED AP, Vice President tstrandberg@ocmi.com Jeff Gormish, Electrical Designer jgormish@dlrgroup.com

Mike Sugahiro, Mechanical Designer msugahiro@dlrgroup.com

Murad Hamdallah, PE, Structural Engineer mhamdallah@dlrgroup.com

Ray Heintel, Data/IT rheintel@dlrgroup.com

Mark Egbert, ITDG megbert@dirgroup.com

Richard Ingraham, AV ringraham@dlrgroup.com

LANDSCAPE ARCHITECT: The HLA Group 2600 Capitol Avenue, Suite 120 Sacramento, California 95816 Office: 916.447.7400 Fax: 916.447.8270 Steven Canada, PLA, ASLA, Principal scanada@hlagroup.com

FIRE PROTECTION: Cosco Fire Protection 4320 Anthony Court, Suite 8 Rocklin, CA 95677 Office: 916.652.1306

EXHIBIT B PROFESSIONAL SERVICES AGREEMENT

FEE SCHEDULE/MANNER OF PAYMENT

- 1. **CONTRACTOR's Compensation.** The total of all fees paid to the CONTRACTOR for the performance of all services set forth in Exhibit A, including normal revisions (hereafter the "Services"), and for all authorized Reimbursable Expenses, shall not exceed the total sum of \$7,137,528.
- 2. Billable Rates. CONTRACTOR shall be paid for the performance of Services on an hourly rate, daily rate, flat fee, lump sum or other basis, as set forth in Attachment 1 to Exhibit B, attached hereto and incorporated herein.
- **3. CONTRACTOR's Reimbursable Expenses.** Reimbursable Expenses shall be limited to actual expenditures of CONTRACTOR for expenses that are necessary for the proper completion of the Services and shall only be payable if specifically authorized in advance by CITY.

4. Payments to CONTRACTOR.

- A. Payments to CONTRACTOR shall be made within a reasonable time after receipt of CONTRACTOR's invoice, in proportion to services performed or as otherwise specified in Attachment 1 to Exhibit B. CONTRACTOR may request payment on a monthly basis. CONTRACTOR shall be responsible for the cost of supplying all documentation necessary to verify the monthly billings to the satisfaction of CITY.
- B. All invoices submitted by CONTRACTOR shall contain the following information:
 - (1) Job/Project Name
 - (2) CITY's current Purchase Order Number
 - (3) CONTRACTOR's Invoice Number
 - (4) Date of Invoice Issuance
 - (5) Work Order Number (if applicable)
 - (6) CITY representative identified on the Purchase Order
 - (7) CONTRACTOR's remit address for payment
 - (8) Description of services billed under Invoice
 - (9) Amount of Invoice (itemize all authorized Reimbursable Expenses)
 - (10) Total Billed to Date under Agreement
- C. Items shall be separated into Services and Reimbursable Expenses. Billings that do not conform to the format outlined above shall be returned to CONTRACTOR for correction. CITY shall not be responsible for delays in payment to CONTRACTOR resulting from CONTRACTOR's failure to comply with the invoice format described above.

- D. Submitting Invoices:
 - (1) Email. Submit email invoices and any attachments to:

apinvoices@cityofsacramento.org

(2) Postal mail. If emailing invoices and attachments is not an option, mail to:

A/P PROCESSING CENTER CITY OF SACRAMENTO 915 I ST FL 4 SACRAMENTO CA 95814-2608

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

ATTACHMENT 1 TO EXHIBIT B

PLEASE NOTE: CONTRACTOR NOT AUTHORIZED FOR WORK DURING CONSTRUCTION PHASE*

Design assistance during the construction phase will be contracted for separately once a Guaranteed Maximum Price has been approved by the City.

int ject mm. #:	CE SCHEDULE (DRAFT) * City of Sacramento Sacramento Comm. Center Theo 0.00						LR Group		Westlak Reed Leskosk 1/23/201	
Phase	Name	Contract	Date	Pct Compl	Fee		Billed to date			Remaining
	Schematic Design	\$ 1,738,114		1111111					-	
1	SD - Progress Billing #1			25.0%	\$	434,529	s		\$	1,303,58
2	SD - Progress Billing #2			20.0%	8	347,623	\$	434,529	\$	955,96
3	SD - Progress Billing #3	Contraction of the		20.0%	\$	347,623	s	782,151	\$	608,34
4	SD - Progress Billing #4			20.0%	5	347,623	5	1,129,774	\$	260,71
5	SD - Progress Billing #5	1	1	15.0%	\$	260,717	\$	1,477,397	\$	
_	Design Development	\$ 1,738,114	1		1		1			In the Party of the
6	DD - Progress Billing #1			17%	\$	295,479	5		\$	1,442,63
7	DD - Progress Billing #2			17%	\$	295,479	5	295,479	\$	1,147,15
8	DD - Progress Billing #3			17%	\$	295,479	5	590,959	\$	851,67
9	DD - Progress Billing #4			17%	\$	295,479	5	886,438	\$	556,19
10	DD - Progress Billing #5		(Line	17%	5	295,479	\$	1,181,918	\$	260,71
11	DD - Progress Billing #6			15%	\$	260,717	\$	1,477,397	\$	
	Construction Documents	\$ 2,317,485		(1997) 1997 - Startes Startes (1997) 1997 - Startes (1997)		Carl Andrews		Water Westerner		liest sylves
12	CD - Progress Billing #1			13%	\$	289,686	5		\$	2,027,80
13	CD - Progress Billing #2	I transfer this time is	(manuf	13%	\$	289,686	\$	289,686	\$	1,738,11
14	CD - Progress Billing #3			13%	\$	289,686	5	579,371	\$	1,448,42
15	CD - Progress Billing #4		-7-11	13%	\$	289,686	\$	869,057	\$	1,158,74
16	CD - Progress Billing #5		-	13%	\$	289,686	\$	1,158,743	\$	869,05
17	CD - Progress Billing #6		-	13%	\$	289,586	\$	1,448,428	\$	579,37
18	CD - Progress Billing #7 (Plan Review)			7%	\$	162,224	\$	1,738,114	\$	417,14
19	CD - Progress Billing #8 (Plan Review)			7%	5	162,224	\$	1,900,338	\$	254,92
20	CD - Progress Billing #9 (Plan Review)			6%	\$	139,049	\$	2,062,562	\$	115,87
21	CO - Progress Billing #10 (Plan Review)		2004	5%	\$	115,874	\$	2,201,611	5	(
	Bidding / Negotiation	\$ 386,248	21 2	No.		1.				1,6-3.0
22	BD - Progress Billing #1			35%	\$	135,187	5		\$	251,06
23	BD - Progress Billing #2			35%	\$	135,187	\$	135,187	\$	115,87
24	BD - Progress Billing #3	1 Constant Street and Street		20%	5	77,250	\$	270,373	\$	38,625
25	BD - Progress Billing #4			10%	1	38,625	\$	347,623	\$	

*Note: Draft invoice schedule does not include \$626,147 in optional tasks. In addition, the estimated reimbursable expense budget of \$331,420 is not shown as those expenses will be billed as they are incurred.

EXHIBIT C PROFESSIONAL SERVICES AGREEMENT

FACILITIES AND EQUIPMENT TO BE PROVIDED BY CITY

CITY shall [*check one*] <u>Not</u> furnish any facilities or equipment for this Agreement;

or

<u>x</u> Furnish the following facilities or equipment for the Agreement Reasonable access to the Community Center Theater, as necessary, to perform the Services specified in Exhibit A.

EXHIBIT D PROFESSIONAL SERVICES AGREEMENT

GENERAL PROVISIONS

1. Independent Contractor.

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

sees fit provided that CONTRACTOR does not violate the provisions of Section 5, below.

- 2. Licenses; Permits, Etc. CONTRACTOR represents and warrants that CONTRACTOR has all licenses, permits, City Business Operations Tax Certificate, qualifications, and approvals of whatsoever nature that are legally required for CONTRACTOR to practice its profession or provide any services under the Agreement. CONTRACTOR represents and warrants that CONTRACTOR 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 CONTRACTOR to practice its profession or provide such Services. Without limiting the generality of the foregoing, if CONTRACTOR is an out-of-state corporation, CONTRACTOR 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.** CONTRACTOR 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 CONTRACTOR'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. **CONTRACTOR Not Agent.** Except as CITY may specify in writing, CONTRACTOR and CONTRACTOR's personnel shall have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. CONTRACTOR and CONTRACTOR's personnel shall have no authority, express or implied, to bind CITY to any obligations whatsoever.
- 5. Conflicts of Interest. CONTRACTOR 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 CONTRACTOR's performance of Services under this Agreement. CONTRACTOR 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. CONTRACTOR 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 CONTRACTOR is or employs a former officer or employee of the CITY, CONTRACTOR 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, CONTRACTOR 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. CONTRACTOR agrees to protect all City Information and treat it as strictly confidential, and further agrees that CONTRACTOR 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, CONTRACTOR 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 CONTRACTOR of this Section 6 shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

7. CONTRACTOR Information.

- A. CITY shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by CONTRACTOR pursuant to this Agreement. In this Agreement, the term "information" shall be construed to mean and include: any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, photostatting, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. CONTRACTOR shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by CITY.
- B. CONTRACTOR shall fully defend, indemnify and hold harmless CITY, its officers and employees, and each and every one of them, from and against any and all claims, actions, lawsuits or other proceedings alleging that all or any part of the information prepared, produced, or provided by CONTRACTOR pursuant to this Agreement infringes upon any third party's trademark, trade name, copyright, patent or other intellectual property rights. CITY shall make reasonable efforts to notify CONTRACTOR not later than ten (10) days after CITY is served with any such claim, action, lawsuit or other proceeding, provided that CITY's failure to provide such notice within such time period shall not relieve CONTRACTOR of its obligations hereunder, which shall survive any termination or expiration of this Agreement.
- C. All proprietary and other information received from CONTRACTOR by CITY, whether received in connection with CONTRACTOR's proposal to CITY or in connection with any Services performed by CONTRACTOR, will be disclosed upon receipt of a request for disclosure, pursuant to the California Public Records Act; provided, however, that, if any information is set apart and clearly marked "trade secret" when it is provided to CITY, CITY shall give notice to CONTRACTOR of any request for the disclosure of such information. The CONTRACTOR shall then have five (5) days from the date it receives such notice to enter into an agreement with the CITY, satisfactory to the City Attorney, providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff's attorney fees) incurred by CITY in any legal action to compel the disclosure of such information under the California Public Records Act. The CONTRACTOR shall have sole responsibility for defense of the actual "trade secret" designation of such information.
- D. The parties understand and agree that any failure by CONTRACTOR to respond to the notice provided by CITY and/or to enter into an agreement with CITY, in accordance with the provisions of subsection C, above, shall constitute a complete waiver by CONTRACTOR of any rights regarding the information designated "trade secret" by CONTRACTOR, and such information shall be disclosed by CITY pursuant to applicable procedures required by the Public Records Act.

8. Standard of Performance. CONTRACTOR shall perform all Services required pursuant to this Agreement in the manner and according to the standards currently observed by a competent practitioner of CONTRACTOR's profession in California. All products of whatsoever nature that CONTRACTOR 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 CONTRACTOR's profession, and shall be provided in accordance with any schedule of performance specified in Exhibit A. CONTRACTOR shall assign only competent personnel to perform Services pursuant to this Agreement. CONTRACTOR shall notify CITY in writing of any changes in CONTRACTOR'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 CONTRACTOR 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, CONTRACTOR 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 CONTRACTOR's performance hereunder, in whole or in part, by giving a written notice of suspension to CONTRACTOR. If CITY gives such notice of suspension, CONTRACTOR 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 CONTRACTOR. If CITY gives such notice of termination, CONTRACTOR shall immediately cease rendering Services pursuant to this Agreement. If CITY terminates this Agreement:
 - (1) CONTRACTOR 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 CONTRACTOR the reasonable value of Services rendered by CONTRACTOR prior to termination; provided, however, CITY shall not in any manner be liable for lost profits that might have been made by CONTRACTOR had the Agreement not been terminated or had CONTRACTOR completed the Services required by this Agreement. In this regard, CONTRACTOR 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 CONTRACTOR. The foregoing is cumulative and does not affect any right or remedy that CITY may have in law or equity.

10. Indemnity.

- Indemnity: CONTRACTOR shall defend, hold harmless and indemnify CITY, its officers Α. 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 CONTRACTOR, its sub-consultants, 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. <u>Insurance Policies; Intellectual Property Claims:</u> The existence or acceptance by CITY of any of the insurance policies or coverages described in this Agreement shall not affect or limit any of CITY's rights under this Section 10, nor shall the limits of such insurance limit the liability of CONTRACTOR hereunder. This Section 10 shall not apply to any intellectual property claims, actions, lawsuits, or other proceedings subject to the provisions of Section 7.B., above. The provisions of this Section 10 shall survive any expiration or termination of this Agreement.
- **11. Insurance Requirements.** During the entire term of this Agreement, CONTRACTOR shall maintain the insurance coverage described in this Section 11.

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

It is understood and agreed by the CONTRACTOR that its liability to the CITY shall not in any way be limited to or affected by the amount of insurance coverage required or carried by the CONTRACTOR in connection with this Agreement.

- A. <u>Minimum Scope & Limits of Insurance Coverage</u>
 - (1) <u>Commercial General Liability Insurance</u> 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 CONTRACTOR, its sub-consultants, and subcontractors, products and completed operations of CONTRACTOR, its sub-consultants, and subcontractors, and premises owned, leased, or used by CONTRACTOR, its sub-consultants, and subcontractors, 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) <u>Automobile Liability Insurance</u> 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 CONTRACTOR.

No automobile liability insurance shall be required if CONTRACTOR 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." ______ (CONTRACTOR initials)

- (3) <u>Excess Insurance</u>: The minimum limits of insurance required above may be satisfied by a combination of primary and umbrella or excess insurance coverage; provided that any umbrella or excess insurance shall contain, or be endorsed to contain, a provision that it shall apply on a primary basis for the benefit of the CITY, and any insurance or self-insurance maintained by CITY, its officials, employees, or volunteers shall be in excess of such umbrella or excess coverage and shall not contribute with it.
- (4) <u>Workers' Compensation Insurance</u> with statutory limits, and <u>Employers' Liability</u> <u>Insurance</u> with limits of not less than one million dollars (\$1,000,000). The Workers' Compensation policy shall include a waiver 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 CONTRACTOR 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." ______ (CONTRACTOR initials) (5) <u>Professional Liability Insurance</u> providing coverage on a 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___x___ Is not _____ [check one] required for this Agreement.

If required, such coverage must be continued for at least ____1___ 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. <u>Additional Insured Coverage</u>

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

C. <u>Other Insurance Provisions</u>

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

- (1) Except for professional liability, CONTRACTOR's insurance coverage, including excess insurance, shall be primary insurance as respects CITY, its officials, employees, and volunteers. Any insurance or self-insurance maintained by CITY, its officials, employees, or volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it.
- (2) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to CITY, its officials, employees, or volunteers.
- (3) Coverage shall state that CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (4) CITY will be provided with thirty (30) days written notice of cancellation or material change in the policy language or terms.

D. <u>Acceptability of Insurance</u>

Insurance shall be placed with insurers with a Bests' rating of not less than A:VI. Self-

insured retentions, policy terms or other variations that do not comply with the requirements of this Section 11 must be declared to and approved by the CITY in writing prior to execution of this Agreement.

E. <u>Verification of Coverage</u>

- (1) CONTRACTOR shall furnish CITY with certificates and required endorsements evidencing the insurance required. The certificates and endorsements shall be forwarded to the CITY representative named in Exhibit A. Copies of policies shall be delivered to the CITY on demand. Certificates of insurance shall be signed by an authorized representative of the insurance carrier.
- (2) For all insurance policy renewals during the term of this Agreement, CONTRACTOR 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 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 CONTRACTOR or cancel the Agreement if the insurance is canceled or CONTRACTOR otherwise ceases to be insured as required herein.

F. <u>Subcontractors</u>

CONTRACTOR 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, CONTRACTOR, for itself, its assignees and successors in interest, agrees as follows:
 - A. <u>Compliance With Regulations:</u> CONTRACTOR 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. <u>Nondiscrimination:</u> CONTRACTOR, 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. CONTRACTOR shall not participate either directly or indirectly in discrimination prohibited by the Regulations.

- C. <u>Solicitations for Subcontractors, Including Procurement of Materials and Equipment:</u> In all solicitations either by competitive bidding or negotiations made by CONTRACTOR for work to be performed under any subcontract, including all procurement of materials or equipment, each potential subcontractor or supplier shall be notified by CONTRACTOR of CONTRACTOR'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. <u>Information and Reports:</u> CONTRACTOR shall provide all information and reports required by the Regulations, or by any orders or instructions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the CITY to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the CITY, and shall set forth what efforts it has made to obtain the information.
- E. <u>Sanctions for Noncompliance:</u> In the event of noncompliance by CONTRACTOR with the nondiscrimination provisions of this Agreement, the CITY shall impose such sanctions as it may determine to be appropriate including, but not limited to:
 - (1) Withholding of payments to CONTRACTOR under this Agreement until CONTRACTOR complies;
 - (2) Cancellation, termination, or suspension of the Agreement, in whole or in part.
- F. Incorporation of Provisions: CONTRACTOR shall include the provisions of subsections A through E, above, in every subcontract, including procurement of materials and leases of equipment, unless exempted by the Regulations, or by any order or instructions issued pursuant thereto. CONTRACTOR shall take such action with respect to any subcontract or procurement as the CITY may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, CONTRACTOR may request CITY to enter such litigation to protect the interests of CITY.
- **13. Entire Agreement.** This document, including all Exhibits, contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Agreement. No alteration to the terms of this Agreement shall be valid unless approved in writing by CONTRACTOR, and by CITY, in accordance with applicable provisions of the Sacramento City Code.
- **14. Severability.** If any portion of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

- **15. Waiver.** Neither CITY acceptance of, or payment for, any Service or Additional Service performed by CONTRACTOR, nor any waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.
- 16. Enforcement of Agreement. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or 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 CONTRACTOR are material considerations for this Agreement. CITY has a strong interest in the qualifications and capability of the persons and entities that will fulfill the obligations imposed on CONTRACTOR under this Agreement. In recognition of this interest, CONTRACTOR 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.
- **19. Use Tax Requirements.** During the performance of this Agreement, CONTRACTOR, for itself, its assignees and successors in interest, agrees as follows:
 - A. <u>Use Tax Direct Payment Permit</u>: For all leases and purchases of materials, equipment, supplies, or other tangible personal property used to perform the Agreement and shipped from outside California, the Contractor and any subcontractors leasing or purchasing such materials, equipment, supplies or other tangible personal property shall obtain a Use Tax Direct Payment Permit from the California State Board of Equalization ("SBE") in accordance with the applicable SBE criteria and requirements.
 - B. <u>Sellers Permit</u>: For any construction contract and any construction subcontract in the amount of \$5,000,000 or more, Contractor and the subcontractor(s) shall obtain sellers permits from the SBE and shall register the jobsite as the place of business for the purpose of allocating local sales and use tax to the City. Contractor and its subcontractors shall remit the self-accrued use tax to the SBE, and shall provide a copy of each remittance to the City.
 - C. The above provisions shall apply in all instances unless prohibited by the funding source for the Agreement.

EXHIBIT E PROFESSIONAL SERVICES AGREEMENT

ADDITIONAL REQUIREMENTS FOR SURVEYING, MATERIAL TESTING, AND INSPECTION SERVICES

Land surveying, material testing, and inspection services provided for a City construction project during the design, pre-construction, construction, or post-construction phases of the project constitute "public works" under California Labor Code section 1720 *et seq.*, and are subject to the requirements of Chapter 1 of Part 7 of Division 2 of the Labor Code and its implementing regulations set forth in Title 8 of the California Code of Regulations. If this Agreement includes any of these services (hereafter collectively referred to as "Public Work"), the Contractor and any subcontractor or subconsultant performing any Public Work shall comply with all applicable requirements of the California Labor Code and the Sacramento City Code, including the following requirements:

1. Workers' Compensation Certification. If this Agreement is for the performance of any Public Work, in accordance with California Labor Code section 1861 the Contractor shall sign the following certification:

I am aware of the provisions of section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Contractor Signature

2. DIR Registration. California Labor Code section 1725.5 requires the Contractor and any subcontractor or subconsultant performing any Public Work under this Agreement to be currently registered with the California Department of Industrial Relations (DIR), as specified in Labor Code section 1725.5. Labor Code section 1771.1 provides that a contractor or subcontractor/subconsultant shall not be qualified to engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Labor Code section 1725.5.

To be completed by the City Representative if this Agreement is for the performance of any Public Work:

Contractor DIR registration #: _____

Prior to the performance of Public Work by any subcontractor or subconsultant under this Agreement, Contractor shall furnish City the subcontractor or subconsultant's current DIR registration number.

3. Payment of Prevailing Wages. If this Agreement is for the performance of any Public Work, and the amount of the Agreement is more than \$25,000, Contractor and any subcontractor or subconsultant performing any Public Work shall comply with the provisions of Sacramento City Code section 3.60.180 and applicable provisions of California Labor Code section 1770 *et seq.*, which require, among other things, that the Contractor and subcontractor(s)/subconsultant(s) pay not less than the prevailing rate of wages for Public Work, as determined by the Director of the California DIR pursuant to Labor Code section 1773. For any Public Work performed under this Agreement, Contractor and every subcontractor or subconsultant shall maintain payroll records and submit certified payroll records and other labor compliance documentation electronically to City staff when and as required by City. In addition, Labor Code section 1771.4 requires the Contractor and any subcontractor or subconsultant performing any Public Work to furnish electronic payroll records directly to the Labor Commissioner.

This Agreement is subject to compliance monitoring and enforcement by the California Department of Industrial Relations, as specified in Labor Code section 1771.4. The Contractor and any subcontractor or subconsultant performing Public Work will be subject to withholding and penalties for violation of prevailing wage requirements in accordance with applicable law, including Labor Code sections 1726, 1741, 1771.5, and 1775, and City Code section 3.60.180. Questions regarding the City's Labor Compliance Program should be directed to the contracts staff for the City Department issuing this Agreement.

- 4. Apprentices. If this Agreement is for the performance of any Public Work, and the amount of the Agreement is \$30,000 or more, the Contractor and any subcontractor or subconsultant performing any Public Work under this Agreement shall comply with Sacramento City Code section 3.60.190, section 1777.5 *et seq.* of the California Labor Code, and implementing regulations set forth in Title 8 of the California Code of Regulations, governing the employment of apprentices. The Contractor and any subcontractor or subconsultant performing Public Work will be subject to penalties for apprenticeship violations in accordance with Labor Code section 1777.7.
- 5. Working Hours. If this Agreement is for the performance of any Public Work, Contractor and any subcontractor or subconsultant performing any Public Work shall comply with, and be subject to enforcement under, the provisions of Sacramento City Code section 3.60.180 and California Labor Code section 1810 *et seq.*, governing the working hours of employees performing Public Work.
- 6. Subcontractors. The Contractor shall include these provisions in every subcontract or subagreement for every lower-tier subcontractor or subconsultant performing Public Work under this Agreement.

ACORD CERT	IFI	CA	TE OF LIABIL	ITY.	INSUF	RANCE	10/1/2017		(MM/DD/YYYY) 8/2017	
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PRODUCER LOCKTON COMPANIES 444 W. 47TH STREET, SUITE S KANSAS CITY MO 64112-1906	444 W. 47TH STREET, SUITE 900						FAX (A/C, N	o):	· · · · · · · · · · · · · · · · · · ·	
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.							
IMPORTANT: If the certificate holder			cy/ies) must hav			ns or h	e endorsed
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PRODUCER UNICO Group, Inc.		COL	NTACT ME:	JNICO Group			
1128 Lincoln Mall Suite 200		PH((A/C	ONE	102-434-7200) FAX (A/C, No)	: 40	02-434-7272
Lincoln, NE 68508		E-M ADI	IAIL DRESS:				
			INS	URER(S) AFFO	RDING COVERAGE		NAIC #
INSURED				rs Property C	asualty Co. of America		25674
Sacramento - DLR Group inc.			URER B :		asualty Co. of America		25674
1050 20th Street, Suite Sacramento CA 95811-3156			URER D: Travele				25658
Sacramento CA 95611-5150					asualty Co. of America		25674
			URER F :	s riopenty o			20014
COVERAGES CEF	TIFICATE NUMB				REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES	OF INSURANCE L	STED BELOW HAVE E					
INDICATED. NOTWITHSTANDING ANY R CERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUCH	PERTAIN, THE INS POLICIES. LIMITS S	URANCE AFFORDED B	BY THE POLICIE	S DESCRIBEI PAID CLAIMS.	D HEREIN IS SUBJECT T		
INSR LTR TYPE OF INSURANCE	ADDL SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIM	TS	
A COMMERCIAL GENERAL LIABILITY	630-918	5N623-COF-16	10/1/2016	10/1/2017	EACH OCCURRENCE	\$	1,000,000
CLAIMS-MADE 🖌 OCCUR					PREMISES (Ea occurrence)	\$	300,000
					MED EXP (Any one person)	\$	10,000
					PERSONAL & ADV INJURY	\$	1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	\$	2,000,000
POLICY V PRO- JECT V LOC					PRODUCTS - COMP/OP AGG		2,000,000
	910.019	5N623-PHX-16	10/1/2016	10/1/2017	COMBINED SINGLE LIMIT	\$	
E AUTOMOBILE LIABILITY	010-910	3N023-FITA-10	10/1/2018	10/1/2017	(Ea accident) BODILY INJURY (Per person)	\$	1,000,000
OWNED SCHEDULED					BODILY INJURY (Per accident	- ·	
AUTOS ONLY AUTOS HIRED NON-OWNED					PROPERTY DAMAGE	\$	
AUTOS ONLY AUTOS ONLY					(Per accident)	\$	
C 🗸 UMBRELLA LIAB 🗸 OCCUR	CUP-91	85N623-TIL-16	10/1/2016	10/1/2017	EACH OCCURRENCE	\$	5,000,000
EXCESS LIAB CLAIMS-MADE					AGGREGATE	\$	5,000,000
DED 🗸 RETENTION \$10,000						\$	
D WORKERS COMPENSATION		5N623-IND-16	10/1/2016	10/1/2017	✓ PER OTH- STATUTE ER		
	UB-016	1P573-16 CA Only			E.L. EACH ACCIDENT	\$	1,000,000
(Mandatory in NH)					E.L. DISEASE - EA EMPLOYE	E \$	1,000,000
If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	\$	1,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHIC	LES (ACORD 101, Addit	ional Remarks Schedule. ma	ay be attached if mor	e space is requir	led)		
The following is for reference only:DLR Pr Certificate Holder & Others are Additional and Business Auto Liability coverages (for Waiver of Subrogation in favor of Certifica (form WC99037600-001).	Insureds with respe ms CGD4140408 a	cts the operations of t nd CAT3530310) as r	the named insure equired by writte	ed under the (n contract or	Commercial General Liat agreement.	nter The oility	ater Renov
		CA					
City of Sacramento Sacramento Convention Center (1030 15th Street, Suite 100 Sacramento CA 95814	Complex	S T	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.				
		AU	THORIZED REPRESE		0 0 . 0		
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l		[(Ll	IN) Robert L. Re	91010500		Allria	hte recorved
ACODD 35 (2046/02)		omo ond logo oro r	© 19	00-2015 AU	ORD CORPORATION.	All rig	age 62 of 127

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AGENCY CUSTOMER ID: <u>3299</u>_____ LOC #: _____

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ADDITIONAL REMARKS SCHEDULE

Page of

AGENCY		NAMED INSURED	
UNICO Group, Inc.		Sacramento - DLR Group inc.	
POLICY NUMBER		Sacramento - DLR Group inc. 1050 20th Street, Suite Sacramento CA '95811-3156	
630-9185N623-COF-16			
CARRIER	NAIC CODE	-	
Travelers Property Casualty Co. of America	25674	EFFECTIVE DATE: 10/1/2016	
ADDITIONAL REMARKS	23074	10/1/2016	
THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACC	ORD FORM,		
FORM NUMBER: 25 FORM TITLE: Certificate of Liabi	lity (03/16)		
HOLDER: City of Sacramento Sacramento Convention Center C			
ADDRESS: 1030 15th Street, Suite 100 Sacramento CA 95814			
Additional Insureds include: The CITY	. its off	icials, employees and volunteers	
	, 200 022	rotato, employees and volumeeers.	
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ACORD 101 (2008/01)			inhts reserved
	and logo are	© 2008 ACORD CORPORATION. All r Fegistered marks of ACORD	age 63 of 127

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- A. BROAD FORM NAMED INSURED
- **B. BLANKET ADDITIONAL INSURED**
- C. EMPLOYEE HIRED AUTO
- D. EMPLOYEES AS INSURED
- E. SUPPLEMENTARY PAYMENTS INCREASED LIMITS
- F. HIRED AUTO LIMITED WORLDWIDE COV-ERAGE – INDEMNITY BASIS
- G. WAIVER OF DEDUCTIBLE GLASS

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph A.1., Who Is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph c. in A.1., Who Is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which

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- H. HIRED AUTO PHYSICAL DAMAGE LOSS OF USE – INCREASED LIMIT
- I. PHYSICAL DAMAGE TRANSPORTATION EXPENSES – INCREASED LIMIT
- J. PERSONAL PROPERTY
- K. AIRBAGS
- L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS
- M. BLANKET WAIVER OF SUBROGATION
- N. UNINTENTIONAL ERRORS OR OMISSIONS

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

- C. EMPLOYEE HIRED AUTO
 - 1. The following is added to Paragraph A.1., Who Is An Insured, of SECTION II – COV-ERED AUTOS LIABILITY COVERAGE:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

- The following replaces Paragraph b. in B.5., Other Insurance, of SECTION IV – BUSI-NESS AUTO CONDITIONS:
 - b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:
 - (1) Any covered "auto" you lease, hire, rent or borrow; and
 - (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

Marii Elam UNICO Group, Inc.

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COMMERCIAL AUTO

permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., Who Is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

- E. SUPPLEMENTARY PAYMENTS INCREASED LIMITS
 - 1. The following replaces Paragraph A.2.a.(2), of SECTION II – COVERED AUTOS LIABIL-ITY COVERAGE:
 - (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
 - 2. The following replaces Paragraph A.2.a.(4), of SECTION II – COVERED AUTOS LIABIL-ITY COVERAGE:
 - (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COV-ERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph B.7., Policy Period, Coverage Territory, of SECTION IV – BUSINESS AUTO CONDI-TIONS:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

- (a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:
 - (i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.
 - (ii) Neither you nor any other involved "insured" will make any settlement without our consent.
 - (iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".
 - (iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., Limits Of Insurance, of SECTION II – COVERED AUTOS LIABILITY COVERAGE.
 - (v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., Limits Of Insurance, of SECTION II – COVERED AUTOS LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.
- (b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.
- (c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

Page 2 of 4

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(d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE - GLASS

The following is added to Paragraph D., Deductible, of SECTION III – PHYSICAL DAMAGE COVERAGE:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph A.4.b., Loss Of Use Expenses, of SEC-TION III – PHYSICAL DAMAGE COVERAGE:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., Transportation Expenses, of SECTION III – PHYSICAL DAMAGE COVER-AGE:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph A.4., Coverage Extensions, of SECTION III – PHYSICAL DAMAGE COVERAGE:

Personal Property

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

(1) Owned by an "insured"; and

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(2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph B.3., Exclusions, of SECTION III – PHYSICAL DAMAGE COVERAGE:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph A.2.a., of SECTION IV – BUSINESS AUTO CONDITIONS:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV – BUSINESS AUTO CONDI-TIONS:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

Page 3 of 4

COMMERCIAL AUTO

such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph B.2., Concealment, Misrepresentation, Or Fraud, of SECTION IV – BUSINESS AUTO CONDITIONS: The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – WRITTEN CONTRACTS (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to SECTION II - WHO IS AN INSURED:

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- Only with respect to liability for "bodily injury", a. "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is limited as follows:

- c. In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III - Limits Of Insurance.
- d. This insurance does not apply to the rendering of or failure to render any "professional services" or construction management errors or omissions.
- e. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "productscompleted operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured ap-

plies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract reguiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

2. The following is added to Paragraph 4.a. of SEC-TION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:

The insurance provided to the additional insured is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and noncontributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But this insurance provided to the additional insured still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any "other insurance".

The following is added to SECTION IV - COM-3. MERCIAL GENERAL LIABILITY CONDITIONS:

Duties Of An Additional Insured

As a condition of coverage provided to the additional insured:

a. The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

CG D4 14 04 08

Page 1 of 2

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COMMERCIAL GENERAL LIABILITY

- i. How, when and where the "occurrence" or offense took place;
- ii. The names and addresses of any injured persons and witnesses; and
- iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against the additional insured, the additional insured must:
 - i. Immediately record the specifics of the claim or "suit" and the date received; and
 - ii. Notify us as soon as practicable.

The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.

- c. The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- d. The additional insured must tender the defense and indemnity of any claim or "suit" to

any provider of other insurance which would cover the additional insured for a loss we cover. However, this condition does not affect whether this insurance provided to the additional insured is primary to that other insurance available to the additional insured which covers that person or organization as a named insured.

4. The following is added to the **DEFINITIONS** Section:

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

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



WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 03 76 (A)-

POLICY NUMBER: UB-0161P573-TIL- 16

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT – CALIFORNIA (BLANKET WAIVER)

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. The additional premium for this endorsement shall be % of the California workers' compensation premium.

Schedule

Person or Organization

Job Description

Any person or organization for which the insuerd has completed a written agreement to provide this waiver.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Insured Policy No.

Endorsement No. Premium

Insurance Company

Countersigned by_

DATE OF ISSUE: - -

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Marii Elam UNICO Group, Inc.

Page 1 of 1

2/8/2017

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TRAVELERS CORP. TEL: 1-800-328-2189 ARCHITECTS AND ENGINEERS COMMON POLICY DECLARATIONS ISSUE DATE: 10/25/16 POLICY NUMBER: P-630-9185N623-PHX-16

INSURING COMPANY: THE PHOENIX INSURANCE COMPANY

- 1. NAMED INSURED AND MAILING ADDRESS: DLR GROUP INC. (AS PER IL T8 00) 6457 FRANCES ST STE 200 OMAHA, NE 68106
- 2. POLICY PERIOD: From 10/01/16 to 10/01/17 12:01 A.M. Standard Time at your mailing address.
- 3. LOCATIONS Premises Bldg. Loc. No. No. Occupancy Address SEE IL TO 03
- 4. COVERAGE PARTS FORMING PART OF THIS POLICY AND INSURING COMPANIES: DELUXE PROPERTY COVERAGE PART DECLARATIONS DX TO 00 11 12 PHX COMMERCIAL GENERAL LIABILITY COV PART DECLARATIONS CG TO 01 11 03 PHX EMPLOYEE BENEFITS LIABILITY COV PART DECLARATIONS CG TO 09 09 93 PHX
- 5. NUMBERS OF FORMS AND ENDORSEMENTS FORMING A PART OF THIS POLICY: SEE IL T8 01 10 93
- 6. SUPPLEMENTAL POLICIES: Each of the following is a separate policy containing its complete provisions: Policy Policy No. Insuring Company

7. PREMIUM SUMMARY: Provisional Premium Due at Inception Due at Each

NAME AND ADDRESS OF AGENT OR BROKER: UNICO GROUP INC (EY417) 1128 LINCOLN MALL STE 200 LINCOLN, NE 68508 COUNTERSIGNED BY:

Authorized Representative

DATE:

IL TO 02 11 89(REV. 09-07) OFFICE: OMAHA PAGE 1 OF 2

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TRAVELERS

POLICY NUMBER: P-630-9185N623-PHX-16

EFFECTIVE DATE: 10-01-16

ISSUE DATE: 10-25-16

COMMERCIAL GENERAL LIABILITY (CONTINUED)

CG TO 34 11 03 CG 00 01 10 01 CG T8 00 CG T8 02 CG T8 03 CG T8 04 CG D2 55 11 03 CG D3 21 01 04	TABLE OF CONTENTS COMMERCIAL GENERAL LIABILITY COV FORM GENERAL PURPOSE ENDORSEMENT GENERAL PURPOSE ENDORSEMENT GENERAL PURPOSE ENDORSEMENT GENERAL PURPOSE ENDORSEMENT AMENDMENT OF COVERAGE - POLLUTION TOTAL GENERAL AGGREGATE LIMITED PROJECTS
CG D4 14 04 08	BLANKET ADDL INSD - WRITTEN CONTRACTS
CG D4 16 05 08 CG D4 23 07 08	SCHEDULED ADDL INSURED-WRITTEN CONTRACT COVERAGE TERRITORY LIMITATION
CG D4 71 01 15	AMEND COVERAGE B - PERS & ADV INJURY
CG D6 60 10 12	AMEND CONT LIAB EXCL ASSUM BY NI & AI
CG 20 10 10 01	ADDL INSD-OWNER/LESSEE/CONTRACTOR B
CG 20 37 07 04	ADD INSURED-OWNRS, LESSEES, CONT COMPL OPS
CG 24 04 10 93	WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
CG DO 37 04 05	OTHER INSURANCE-ADDITIONAL INSUREDS
CG D2 03 12 97	AMEND-NON CUMULATION OF EACH OCC
CG D2 47 08 05	ADDITIONAL INSURED (CONTRACTORS)
CG D4 13 04 08	AMENDMENT OF COVERAGE-COOLING-POLLUTION
CG D4 15 05 08	ARCHITECTS-ENGINEERS-SURVEYORS IND EDGE
CG D5 03 11 10	LTD ABUSE OR MOLESTATION COV-CLAIMSMADE
CG D2 43 01 02	FUNGI OR BACTERIA EXCLUSION
CG D2 56 11 03	AMENDMENT OF COVERAGE
CG D2 64 11 03	EXCL-TEST/CONSULTING ERRORS AND OMISSION
CG D2 72 11 03	EXCL-INSPECTION/APPRAISAL/SURVEY COMPANI
CG D2 88 11 03	EMPLOYMENT-RELATED PRACTICES EXCLUSION
CG D2 93 11 03	EXCL-CONSTRUCT MANAGE ERRORS & OMISSIONS
CG D3 26 10 11	EXCLUSION - UNSOLICITED COMMUNICATION
CG D3 56 05 14	MOBILE EQUIP REDEFINED-EXCL OF VEHICLES
CG D3 91 08 13	EXCL-PROJ SUBJ TO WRAP-UP-LTD EXCEPTIONS
CG D4 18 11 09	EXCL - PROF SERV - ARCHITECT/ENG/SURVEY
CG D6 18 10 11	EXCL-VIOLATION OF CONSUMER FIN PROT LAWS
CG D7 46 01 15	EXCL-ACCESS OR DISCL OF CONF/PERS INFO
CG DO 93 08 96	EXCL-COMPUTER SOFTWARE ERRORS & OMISSION
CG D1 42 01 99	EXCLUSION-DISCRIMINATION
CG D2 04 06 01	EXCL-EXTERIOR INSULATION & FINISH SYSTEM
CG D2 42 01 02	EXCLUSION WAR
CG T4 78 02 90	EXCLUSION-ASBESTOS
CG F2 38 11 03	POLLUTION EXCLUSION - LOUISIANA
CG F2 58 01 08	WA CHANGES
CG F2 63 08 11	NEW YORK CHGS-CGL COVERAGE FORM
CG F2 71 12 06	LOUISIANA CHANGES - INSURING AGREEMENT
CG F4 22 03 06	GOVERNMENTAL IMMUNITY ENDORSEMENT-IOWA
CG 01 03 06 06	TEXAS CHANGES
CG 01 09 11 85	KS AND OK CHANGES-TRANSFER OF RIGHTS
CG 01 22 07 98	MINNESOTA CHANGES-CONT LIAB EXCLUSION
CG 01 79 07 10	VIRGINIA CHANGES
CG 26 05 02 07	MINNESOTA CHANGES
CG 26 21 10 91	NY CHANGES-TRANSFER OF DUTIES



TRAVELERS CORP. TEL: 1-800-328-2189

COMMON POLICY DECLARATIONS ISSUE DATE: 10/19/16 POLICY NUMBER: P-810-9185N623-PHX-16

INSURING COMPANY: THE PHOENIX INSURANCE COMPANY

- NAMED INSURED AND MAILING ADDRESS: DLR GROUP INC. AND AS PER IL T8 00 6457 FRANCES ST STE 200 OMAHA, NE 68106
- 2. POLICY PERIOD: From 10/01/16 to 10/01/17 12:01 A.M. Standard Time at your mailing address.
- 3. LOCATIONS Premises Bldg. Loc. No. No. Occupancy

Address

- 4. COVERAGE PARTS FORMING PART OF THIS POLICY AND INSURING COMPANIES: COMMERCIAL AUTOMOBILE COV PART DECLARATIONS CA TO 01 02 15 PHX
- 5. NUMBERS OF FORMS AND ENDORSEMENTS FORMING A PART OF THIS POLICY: SEE IL T8 01 10 93
- 6. SUPPLEMENTAL POLICIES: Each of the following is a separate policy containing its complete provisions: Policy Policy No. Insuring Company

7. PREMIUM SUMMARY: Provisional Premium Due at Inception Due at Each

NAME AND ADDRESS OF AGENT OR BROKER: UNICO GROUP INC (EY417) 1128 LINCOLN MALL STE 200 LINCOLN, NE 68508

COUNTERSIGNED BY:

Authorized Representative

DATE:

IL TO 02 11 89(REV. 09-07) PAGE 1 OF 1 OFFICE: OMAHA





POLICY NUMBER: P-810-9185N623-PHX-16 EFFECTIVE DATE: 10-01-16 ISSUE DATE: 10-19-16

LISTING OF FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS

THIS LISTING SHOWS THE NUMBER OF FORMS, SCHEDULES AND ENDORSEMENTS BY LINE OF BUSINESS.

IL	TO	02	11	89	COMMON POLICY DECLARATIONS
IL	Т8	01	10	93	FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS
IL	то	01	01	07	COMMON POLICY CONDITIONS
IL	ΤO	30	12	90	NON-STANDARD PAYMENT SCHEDULE
IL	ТЗ	02	07	86	CALCULATION OF PREMIUM-COMPOSITE RATE(S)
IL	Τ8	00			NAMED INSURED
IL	Т8	25			GENERAL PURPOSE ENDORSEMENT

COMMERCIAL AUTOMOBILE

	CA	то	01	02	15	
	CA	TO	03	02	15	BA COVERAGE PART DECS (ITEMS 4 & 5)
					16	BA/AD/MC COV PART SUPPL SCH - ITEM TWO
	CA	то	31	02	15	TABLE OF CONTENTS-BUSINESS AUTO COV FORM
	CA	00	01	10	13	BUSINESS AUTO COVERAGE FORM
	CA	T 4	59	02	15	AMENDMENT OF EMPLOYEE DEFINITION
	CA	01	20	01	15	ILLINDIS CHANGES
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	CA	01	35	10	13	WASHINGTON CHANGES
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					13	ARIZONA CHANGES
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ĉ				11		NEBRASKA AUTO MEDICAL PAYMENTS COVERAGE
				02		BUSINESS AUTO EXTENSION ENDORSEMENT
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WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

TYPE V INFORMATION PAGE WC 00 00 01 (A)

POLICY NUMBER: (PUUB-0161P57-3-16)

RENEWAL OF (PJUB-0161P57-3-15)

INSURER: TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

NCCI CO CODE: 13579

INSURED:

1.

DLR GROUP, INC. 6457 FRANCES ST STE 200 DMAHA NE 68106 UNICO GROUP INC 1128 LINCOLN MALL STE 200 LINCOLN NE 68508

PRODUCER:

Insured is A CORPORATION

Other work places and identification numbers are shown in the schedule(s) attached.

- 2. The policy period is from 10-01-16 to 10-01-17 12:01 A.M. at the insured's mailing address.
- 3. A. WORKERS COMPENSATION INSURANCE: Part One of the policy applies to the Workers Compensation Law of the state(s) listed here:

CA

B. EMPLOYERS LIABILITY INSURANCE: Part Two of the policy applies to work in each state listed in item 3.A. The limits of our liability under Part Two are:

Bodily Injury by Accident:	\$ 1000000 Each Accident
Bodily Injury by Disease:	\$ 1000000 Policy Limit
Bodily Injury by Disease:	\$ 1000000 Each Employee

C. OTHER STATES INSURANCE: Part Three of the policy applies to the states, if any, listed here:

AL AR AZ CO CT DC DE FL GA HI IA ID IL IN KS KY LA MA MD ME MI MN MO MS MT NC NE NH NJ NM NV NY OK OR PA RI SC SD TN TX UT VA VT WI WV

D. This policy includes these endorsements and schedules:

SEE LISTING OF ENDORSEMENTS - EXTENSION OF INFO PAGE

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All required information is subject to verification and change by audit to be made ANNUALLY.



WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 00 00 01 (A)

POLICY NUMBER: (PJUB-0161P57-3-16)

LISTING OF ENDORSEMENTS EXTENSION OF INFO PAGE

We agree that the following listed endorsements form a part of this policy on its effective date.

WC	00	00	01	А		001	INFORMATION PAGE
WC	00	00	01	А	2	001	INFORMATION PAGE
WC	00	00	01	A	7	001	EXTENSION OF INFO
WC	00	00	01	А		001	ENDORSEMENT LISTI
WC	04	03	17	00	-	001	ENDT AGRMNT LIMIT
WC	00	04	22	в	-	001	TERRORISM RISK IN
WC	99	01	01	00	-	001	STATE WC COMP LAW
WC	99	03	F3	00	-	001	CA LIMITS OF LIAE
WC	99	03	76	А	E.	001	WAIVER OF OUR RIG
WC	99	03	99	00	-	001	CA WORKERS' COMP
WC	00	04	21	D	-	001	CATASTROPHE (0/T
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WC	04	01	01	Α	-	001	LONGSHORE & HARBO
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WC	04	03	45	00	-	001	COMPREHENSIVE PER

t	INFORMATION PAGE 2
1	EXTENSION OF INFORMATION PAGE - SCHEDULE
1	ENDORSEMENT LISTING
1	ENDT AGRMNT LIMITING & RESTRICTING INS
1	TERRORISM RISK INS PROG REAUTH ACT ENDT
ĺ –	STATE WC COMP LAWS AND USL & H WC ACT
Í.	CA LIMITS OF LIABILITY ENDT
6	WAIVER OF OUR RIGHTS TO RECOVER-CA
	CA WORKERS' COMP NOTICE OF NON-RENEWAL
	CATASTROPHE (O/T CERT ACTS OF TERR) ENDT
	PREMIUM DISCOUNT ENDORSEMENT
	LONGSHORE & HARBOR WC ACT ENDT - CA
	POLICY AMENDATORY ENDORSEMENT-CALIFORNIA
	VOL COMP & EMPLOYERS LIAB COV ENDT.
	EMPLOYERS' LIAB COV AMENDATORY ENDT-CA
	OPTIONAL PREMIUM INCREASE ENDT CA
	CALIFORNIA SHORT-RATE CANCELATION ENDT
	CA CANCELATION ENDT

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City of Sacramento	Resolution No.								
Requires Council Approval: NO	YES X Meeting: 2/14/17								
Real Estate Other Party Signature Nee	ded Recording Requested								
General Information									
Type: Professional Services Not to Exceed: \$ 1,580,000	Attachment: No.: Original Doc Number:								
Other Party: Rider Levett Bucknall, LTD	Certified Copies of Document::								
Project Name: Community Center Theater Renovation Project Number: M17100102 Transaction #:	Deed: None								
Department Information									
Project Mgr: Desmond Parrington Contract Services: Steven Sakakihara Date: 2.08.2017 Phone Number: 808-7146 Comment:	Assistant City Manager: Fran Halbakken Org Number: 02001011								
Review and Signature Routing									
Department Signature or Initial Date	For City Clerk Processing Finalized: Initial:								
Project Mgr: 9ρ $2/8/17$	Date:								
Accounting: Contract Services: Supervisor:	Imaged: Initial:								
	Date:								
City Attorney Signature or Initial Date City Attorney: MLH 2/8/17 Send Interoffice Mail Notify for Pick Up	Received:								
Authorization Signature or Initial Date	(City Clerk Stamp Here)								
City Mgr: Yes X No									
Contract Cover/Routing Form: Must Accompany ALL Contrac	Page 78 of 127								

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PROJECT NAME: Community Center Theater Renovation (M17100102) AGREEMENT TERM: Expires August 31, 2019 AUTHORIZED RENEWALS: DEPARTMENT: City Manager's Office DIVISION: Executive Office

CITY OF SACRAMENTO

PROFESSIONAL SERVICES AGREEMENT *

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

Rider Levett Bucknall Ltd. 4343 East Camelback Road, Suite #350, Phoenix, AZ 85018 Ph: 1-602-443-4848 / scott.macpherson@us.rlb.com

("CONTRACTOR"), who agree as follows:

- Services. Subject to the terms and conditions set forth in this Agreement, CONTRACTOR shall provide to CITY the services described in Exhibit A. CONTRACTOR shall provide the services at the time, place, and in the manner specified in Exhibit A. CONTRACTOR shall not be compensated for services outside the scope of Exhibit A unless prior to the commencement of the services: (a) CONTRACTOR notifies CITY and CITY agrees that the services are outside the scope of Exhibit A; (b) CONTRACTOR estimates the additional compensation required for these additional services; and (c) CITY, after notice, approves in writing a Supplemental Agreement specifying the additional services and amount of compensation therefor. CITY shall have no obligations whatsoever under this Agreement or any Supplemental Agreement, unless and until this Agreement or any Supplemental Agreement City Manager or the City Manager's authorized designee, or by the Sacramento City Council, as required by the Sacramento City Code.
- 2. **Payment.** CITY shall pay CONTRACTOR for services rendered pursuant to this Agreement at the times and in the manner set forth in Exhibit B. The payments specified in Exhibit B shall be the only payments to be made to CONTRACTOR for the services rendered pursuant to this Agreement unless pursuant to Section 1, above, CITY approves additional compensation for additional services. CONTRACTOR shall submit all billings for services to CITY in the manner specified in Exhibit B, or, if not specified in Exhibit B, according to the usual and customary procedures and practices that CONTRACTOR uses for billing clients similar to CITY.
- 3. Facilities and Equipment. Except as set forth in Exhibit C, CONTRACTOR shall, at its sole cost and expense, furnish all facilities and equipment that may be required for CONTRACTOR to perform services pursuant to this Agreement. CITY shall furnish to CONTRACTOR only the facilities and equipment listed in Exhibit C according to any terms and conditions set forth in Exhibit C.

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

- 4. **General Provisions.** The General Provisions set forth in Exhibit D, which 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 CONTRACTOR 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 those terms or conditions.
- 5. Non-Discrimination in Employee Benefits. This Agreement may be subject to the requirements of Sacramento City Code Chapter 3.54, Non-Discrimination in Employee Benefits by City Contractors. A summary of the requirements of Sacramento City Code Chapter 3.54, entitled "Requirements of the Non-Discrimination in Employee Benefits Code," can be viewed at: *http://portal.cityofsacramento.org/Finance/Procurement/Standard-Agreements*. By signing this Agreement, CONTRACTOR acknowledges and represents that CONTRACTOR has read and understands these requirements and agrees to fully comply with all applicable requirements of Sacramento City Code Chapter 3.54. If requested by CITY, CONTRACTOR agrees to promptly provide such documents and information as may be required by CITY to verify CONTRACTOR's compliance. Any violation by CONTRACTOR of Sacramento City Code Chapter 3.54 constitutes a material breach of this Agreement, for which the CITY may terminate the Agreement and pursue all available legal and equitable remedies.
- 6. **Considering Criminal Conviction Information in the Employment Application Process.** This Agreement may be subject to the requirements of Sacramento City Code Chapter 3.62, Procedures for Considering Criminal Conviction Information in the Employment Application Process. A summary of the requirements of Sacramento City Code Chapter 3.62, entitled "Ban-The-Box Requirements," can be viewed at:

<u>http://portal.cityofsacramento.org/Finance/Procurement/Standard-Agreements</u>. By signing this Agreement, CONTRACTOR acknowledges and represents that CONTRACTOR has read and understands these requirements and agrees to fully comply with all applicable requirements of Sacramento City Code Chapter 3.62. If requested by CITY, CONTRACTOR agrees to promptly provide such documents and information as may be required by CITY to verify CONTRACTOR's compliance. Any violation by CONTRACTOR of Sacramento City Code Chapter 3.62 constitutes a material breach of this Agreement, for which the CITY may terminate the Agreement and pursue all available legal and equitable requirements of Sacramento City Code Chapter 3.62, and include these requirements in all subcontracts covered by Sacramento City Code Chapter 3.62.

- 7. Additional Requirements for Surveying, Material Testing, and Inspection Services. If this Agreement includes any land surveying, material testing, or inspection services provided for a City construction project, during the design, pre-construction, construction, or post-construction phases of the project, the Contractor and any subcontractor or subconsultant performing any such services shall comply with the provisions specified in Exhibit E.
- 8. Authority. The person signing this Agreement for CONTRACTOR represents and warrants that he or she is fully authorized to sign this Agreement on behalf of CONTRACTOR and to bind CONTRACTOR to the performance of its obligations hereunder.

9. **Exhibits.** All exhibits referred to herein and attached hereto, and the "Requirements of the Non-Discrimination in Employee Benefits Code" and "Ban-The-Box Requirements" described above, are by this reference incorporated as if set forth fully herein.

Executed as of the day and year first above stated.

CITY OF SACRAMENTO

A Municipal Corporation

By:			
Dy	 	 _	

Print name:_____

Title:_____

For: Howard Chan, City Manager

APPROVED AS TO FORM:

Maila Hansen

City Attorney

ATTEST:

City Clerk

Attachments

- Exhibit A Scope of Service
- Exhibit B Fee Schedule/Manner of Payment
- Exhibit C Facilities/Equipment Provided
- Exhibit D General Provisions
- Exhibit E Additional Requirements for Surveying, Material Testing, and Inspection Services

CONTRACTOR:

Rider Levett Bucknall Ltd.

NAME OF FIRM

99-0292243

Federal I.D. No.

C237294

State I.D. No.

1024944 City of Sacramento Business Op. Tax Cert. No.

TYPE OF BUSINESS ENTITY (check one):

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

Signature of Authorized Person

STON J. MACPHERSON, SENIOL V.P.

Print Name and Title

Additional Signature (if required)

J. A. J. ANDERSON PRESIDENT

Print Name and Title

EXHIBIT A PROFESSIONAL SERVICES AGREEMENT

SCOPE OF SERVICES

1. Representatives.

The CITY Representative for this Agreement is:

Desmond Parrington, Senior Development Project Manager City of Sacramento, Office of the City Manager 915 I Street, 5th Floor, Sacramento, CA 95814 Ph: 916-808-5044 / DParrington@cityofsacramento.org

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

The CONTRACTOR Representative for this Agreement is:

Scott Macpherson, Senior Vice President Rider Levett Bucknall Ltd. 4343 East Camelback Road, Suite #350, Phoenix, AZ 85018 Ph: 1-602-443-4848 / scott.macpherson@us.rlb.com

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

2. Insurance. Insurance requirements are specified in Exhibit D, Section 11.

3. Conflict of Interest Requirements.

A. **Generally.** Under the California Political Reform Act, Government Code §§ 81000 et seq., designated employees of the CITY are required to comply with the CITY's Conflict of Interest Code. The term "designated employees" is a term of art and includes individuals who are working for contractors who are providing services or performing work for the CITY and who are considered to be "consultants" under the Political Reform Act. The term "consultant" generally includes individuals who make, or participate in making, governmental decisions or who serve in a staff capacity. Individuals who perform work that is solely clerical, ministerial, manual or secretarial are not "consultants."

The CITY's Conflict of Interest Code requires designated employees, including individuals who qualify as "consultants", to file the following statements of economic interests:

(1) An "assuming office" statement of economic interests to be filed within 30 days after execution of the agreement between the City and the contractor;

- (2) Annual statements of economic interests while the agreement remains in effect, to be filed not later than April 30 of each year; and
- (3) A "leaving office" statement of economic interests to be filed within 30 days of completion of the contract.

The above statements of economic interests are public records subject to public disclosure under the California Public Records Act.

The CITY's Conflict of Interest Code also requires individuals who qualify as "consultants" under the Political Reform Act to comply with the conflict of interest provisions of the Political Reform Act, which generally prohibit individuals from making or participating in the making of decisions that will have a material financial effect on their economic interests.

B. **Conflict of Interest Statements.** The individual(s) who will provide services or perform work pursuant to this Agreement are "consultants" within the meaning of the Political Reform Act and the CITY's Conflict of Interest Code: ____yes __x__ no [check one]

If "yes" is checked above, CONTRACTOR shall cause the following to occur within 30 days after execution of this Agreement:

- (1) Identify the individuals who will provide services or perform work under this Agreement as "consultants";
- (2) Cause these individuals to file with the CITY Representative the "assuming office" statements of economic interests required by the CITY's Conflict of Interest Code.

Thereafter, throughout the term of the Agreement, CONTRACTOR shall cause these individuals to file with the CITY Representative annual statements of economic interests, and "leaving office" statements of economic interests, as required by the CITY's Conflict of Interest Code. The CITY may withhold all or a portion of any payment due under this Agreement until all required statements are filed.

4. Scope of Services.

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

5. 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.

ATTACHMENT 1 TO EXHIBIT A

PROJECT OVERVIEW

Project Description:

CONTRACTOR shall provide Owner's Representative services pertaining to improvements to the Sacramento Community Center Theater ("Theater"), located at 1301 L Street (the "Project").

The Project proposes expansion of the lobbies and other spaces, and renovation of existing spaces, with a targeted construction cost of approximately \$55 - \$60 million. Renovations will be focused in four major areas:

- 1. Patron improvements, with a focus on ADA and building code compliance, restrooms, concessions, lobbies, entrances and re-configured audience seating.
- 2. Performance improvements, including audio, video, lighting / dimming and rigging, and upgrades to box office, dressing rooms, rehearsal spaces and loading dock.
- 3. Technical Improvements, with a shared central plant, enhanced utility distribution infrastructure, and efficient building environmental and control systems.
- 4. Acoustical Improvements, potentially including a new electro-acoustic enhancement system in the audience chamber, in combination with a new electronic or traditional shell on the stage, to be determined in early design.

Coordination with the adjacent Sacramento Convention Center expansion and renovation project (if approved by Sacramento City Council) is required, as the two facilities may share infrastructure, services and spaces upon completion. In addition, coordination with the Memorial Auditorium renovation project is essential in order to minimize the impact of construction and maximize the value of the respective renovations.

Project Team:

For the Theater Renovation Project, the Project Team includes (1) City of Sacramento (CITY); (2) Project Architect: Westlake Reed Leskosky (WRL); (3) Design-Assist Contractor: Kitchell; (4) Owner's Representative Rider Levett Bucknall (RLB) and Pfocus; (5) other Stakeholders designated by CITY; (6) Convention Center expansion & renovation Architect Populous, which will be involved from a coordination perspective; and (7) Memorial Auditorium Architect Architectural Nexus (AN), which will also be involved from a coordination perspective.

Time of Performance:

The Project schedule anticipates design over a seventeen (17) month duration, followed by permitting and procurement of the subcontractors over an eight (8) month period, for an anticipated total duration of twenty-five (25) months for pre-construction activities, commencing on the Effective Date of this Agreement. Although it is anticipated that CONTRACTOR will provide services under this Agreement for a period of 25 months from the Effective Date of this Agreement, this Agreement expires on August 31, 2019.

SCOPE OF SERVICES

1. DESIGN PHASE (Schematic Design, Design Development, Construction Documents) CONTRACTOR will provide the following services during the Design Phase:

1.1 General Requirements

- 1.1.1 Management and Leadership:
 - Provide Project Team leadership to coordinate, facilitate, and manage the Project Team's endeavors to deliver the Design Phase consistent with the Project goals. Assist with critical decision-making for the Project including decisions pertaining to the overall Project approach. Provide qualified staff to deliver these services in support of the Project, as defined by the Project Definition Manual (PDM).
 - Monitor performance of Theater Architect in accordance with Architect's contract requirements, and alert CITY of any deficiencies or outstanding issues.
 - Monitor performance of Design-Assist Contractor in accordance with Designassist Contractor's contract requirements, and alert CITY of any deficiencies or outstanding issues.
- 1.1.2 Design Phase Duration:
 - Design Phase services are for a period of approximately seventeen (17) months. These services commence upon approval by CITY of the pre-design phase.
- 1.1.3 Special Meetings:
 - Attend City Council and City Planning & Design Commission meetings to make presentations or respond to questions regarding the Project.
- 1.1.4 Management Team Meetings:
 - Conduct bi-monthly meetings with the Management Team to discuss the overall progress of the Project. Maintain written Project Status Report including action items for follow up.
- 1.1.5 Contract Management:
 - Manage professional services agreements for Theater Architect and Design-Assist Contractor. Review invoices for compliance with agreement terms, coordinate clarifications and develop consolidated monthly invoices for CITY's approval and payment. Evaluate additional services requests from Architect and Design-Assist Contractor and make recommendations to CITY. Track contract spending and submit monthly written reports to CITY.
- 1.1.6 Budget & Cost Reports:
 - With input from the Design-Assist Contractor and Architect, prepare a written monthly Budget & Cost Report and submit to CITY. The Reports shall note the Project budget, the actual costs committed and paid to date, the estimated cost to complete the Project, and include a narrative outlining major changes and recommendations.
- 1.1.7 Project Summary Schedules:
 - With input from the Design-Assist Contractor and Architect, prepare and distribute a Project Summary Schedule consistent with the preliminary schedule established during the Pre-Design phase. Provide updates at major milestones and as significant changes occur. The schedule will identify, coordinate, and record the activities of the Project Team on the Project and the milestones of the concurrent Memorial Auditorium Renovation and Convention Center Transformation projects, for the Project Team to use as a tool for managing schedule objectives.

- 1.1.8 Responsibility Matrix:
 - With input from the Architect, Design-Assist Contractor and CITY, prepare a matrix highlighting the major roles and responsibilities of the Project Team members in the Project's pre-construction phase.
- 1.1.9 Independent, Third-Party Design Reviews:
 - Conduct third-party reviews of the design documents at three (3) phases of design completion, as specified by CITY. Reviews to be led by a subcontracted architect hired by RLB, with specialty subconsultants hired by RLB.
 - Scope of reviews to address performing arts and theatrical functionality, acoustical performance, architectural, structural, mechanical, electrical and site design, compliance with ADA, zoning and building code, and assessments of systems coordination and accessibility.
 - Reviews to identify potential opportunities for streamlining operations, reducing maintenance costs, integrating sponsorship and naming rights opportunities, and increasing revenues.
 - Prepare and present Design Review Reports to address completeness of the documents, identify any deficiencies or discrepancies, summarize findings and provide recommendations.

1.2 Schematic Design

- 1.2.1 Progress Work Sessions:
 - Conduct structured work sessions with the Project Team to review and validate information, present conceptual ideas, discuss alternatives, resolve issues and schedule assignments to move the Project forward. Prepare and distribute meeting notes.
- 1.2.2 Schematic Design Review:
 - Facilitate a Project Team review of the 100% Schematic Design ("SD") documents to confirm conformance with requirements, and to ensure that prior comments have been addressed. A design review log will be established and maintained for each phase of the project to track comments generated by Project Team members and other stakeholders. These comments will be tracked through to completion as the Project progresses.
- 1.2.3 100% SD Independent, Third-Party Design Review:
 - Conduct a comprehensive review of the 100% SD documents.
 - Attend 100% SD design presentation and value engineering meeting.
 - Prepare and present 100% SD Design Review Report to CITY.
- 1.2.4 Cost Estimate Development and Reconciliation:
 - Facilitate development of construction cost estimate for the 100% SD documents by the Design-Assist Contractor and Architect in conformance with the Project Design Manual (PDM).
 - Review and comment on 100% SD cost estimates (2) related to cost of labor, materials and equipment, margins and adjustments, and contingencies.
 - Facilitate reconciliation of 100% SD estimate between the Design-Assist Contractor construction cost estimate and the Architect's cost estimate for same documents.

1.2.5 Value Engineering:

- Lead a structured Value Engineering (VE) session, attended by Project Team participants to review the reconciled estimate, and to identify, evaluate and recommend alternative concepts. The process correlates the estimate to the facility functions, identifies creative options, analyzes these options relative to the Project objectives, and evaluates systems, components, and details with respect to capital and operating costs. Prepare an itemized recap of prioritized VE proposals with estimated costs.
- 1.2.6 Schedule Analysis:
 - Perform a schedule evaluation with assistance from Design-Assist Contractor and Architect to validate Project delivery dates. This analysis includes investigation into whether milestone completion dates for construction are feasible. Identify long lead items specified and advise of strategies and courses of action to mitigate delays. Update the Project Summary Schedule accordingly.
- 1.2.7 Milestone Approvals:
 - Facilitate a Project Team Approval meeting to review the reconciled estimate, discuss priorities and validate Project scope, delivery method, schedule and budget.
- 1.2.8 Milestone Report:
 - Prepare and distribute a bound 100% SD Milestone Report. This document summarizes the status of the scope, budget and schedule, includes the 100% SD Design Review Report, and becomes the updated baseline control document for the Project.

1.3 Design Development

- 1.3.1 Progress Work Sessions:
 - Conduct structured work sessions with the Project Team to review design progress, discuss alternatives, resolve issues, and schedule assignments to move the Project forward. Prepare and distribute meeting notes to CITY.
- 1.3.2 Design Development Review:
 - Facilitate a Project Team review of the 100% Design Development ("DD") documents to confirm conformance with the updated baseline control document and to ensure that comments made during the previous review have been addressed. This review concentrates on determining if there are significant deficiencies and missing elements in the design without assuming the design and construction responsibility or liability of the Architect and Design-Assist Contractor for final Project. A design review log will be established and maintained for each phase of the Project to keep track of the comments that are generated by the Project Team and other stakeholders. These comments will be tracked through to completion as the Project progresses.
- 1.3.3 100% DD Independent, Third-Party Design Review:
 - Conduct a comprehensive review of the 100% DD documents.
 - Attend 100% DD design presentation and value engineering meeting.
 - Prepare and present 100% DD Design Review Report.
- 1.3.4 Cost Estimate Development and Reconciliation:

- Facilitate development of construction cost estimate for the 100% DD documents by the Design-Assist Contractor and Architect in conformance with the PDM.
- Review and comment on 100% DD cost estimates (2) related to cost of labor, materials and equipment, margins and adjustments, and contingencies.
- Facilitate reconciliation of 100% DD estimate between the Design-Assist Contractor construction cost estimate and the Architect's cost estimate for same documents.
- 1.3.5 Design-Assist Contractor's Procurement Plan:
 - Review and comment on Design-Assist Contractor's Draft Procurement Plan, addressing availability of materials and labor, long-lead items, sole-source items, and bid package strategy.
- 1.3.6 Design-Assist Contractor's Construction Management Plan:
 - Review and comment on Design-Assist Contractor's Draft Construction Management Plan for compliance with contract requirements, completeness and coordination, and identify any deficiencies.
- 1.3.7 Value Engineering:
 - Lead a structured Value Engineering (VE) session, attended by Project Team
 participants to review the reconciled estimate, and to identify, evaluate and
 recommend alternative concepts. The process correlates the estimate to the
 facility functions, identifies creative options, analyzes these options relative to
 the Project objectives, and evaluates systems, components, and details with
 respect to capital and operating costs. Prepare an itemized recap of prioritized
 VE proposals with estimated costs.
- 1.3.8 Schedule Analysis:
 - Perform a schedule evaluation with assistance from Design-Assist Contractor and Architect to validate Project delivery dates. This analysis includes investigation into whether milestone completion dates for construction are feasible. Identify long lead items specified and advise of strategies and courses of action to mitigate delays. Update the Project Summary Schedule accordingly.
- 1.3.9 Milestone Approvals:
 - Facilitate a Project Team Approval meeting to review the reconciled estimate, discuss priorities and validate Project scope, delivery method, schedule and budget.
- 1.3.10 Milestone Report:
 - Prepare and distribute a bound 100% DD Milestone Report. This document summarizes the status of the scope, budget and schedule, includes the 100% DD Design Review Report, and becomes the updated baseline control document for the Project.

1.4 Construction Documents

- 1.4.1 Progress Work Sessions:
 - Conduct structured work sessions with the Project Team to review design progress, discuss alternatives, resolve issues and schedule assignments to move the Project forward. Prepare and distribute meeting notes.

- 1.4.2 Construction Document Review:
 - Facilitate a Project Team review of the 95% Construction Documents ("CD"), at a level of completion as directed by CITY, to confirm conformance with requirements, and to ensure that prior comments have been addressed. This review concentrates on determining if there are significant deficiencies and missing elements in the design without assuming the design and construction responsibility or liability of the Architect and Design-Assist Contractor for final Project. A design review log will be established and maintained for each phase of the Project track comments generated by Project Team members and other stakeholders. These comments will be tracked through to completion as the Project progresses.
- 1.4.3 95% CD Independent, Third-Party Design Review:
 - Conduct a comprehensive review of the 95% CD documents.
 - Attend 95% CD design presentation and value engineering meeting.
 - Prepare and present 95% CD Design Review Report.
- 1.4.4 Cost Estimate Development and Reconciliation:
 - Facilitate development of independent construction cost estimates based on the 95% CD documents by the Design-Assist Contractor, and by the Architect, in conformance with the PDM and subsequent direction. Review and comment on estimates.
 - Review and comment on 95% CD cost estimates (2) related to cost of labor, materials and equipment, margins and adjustments, and contingencies.
 - Facilitate a reconciliation process between the Design-Assist Contractor and the Architect to develop a 95% CD Reconciled Cost Estimate.
- 1.4.5 Design-Assist Contractor's Procurement Plan:
 - Review and comment on Design-Assist Contractor's Final Procurement Plan, addressing availability of materials and labor, long-lead items, sole-source items, and bid package strategy.
- 1.4.6 Design-Assist Contractor's Construction Management Plan:
 - Review and comment on Design-Assist Contractor's Final Construction Management Plan for compliance with contract requirements, completeness and coordination, and identify any deficiencies.
- 1.4.7 Schedule Analysis:
 - Perform a schedule evaluation, with assistance from Design-Assist Contractor and Architect, to validate Project delivery dates. This analysis includes investigation into whether milestone completion dates for construction are feasible. Identify long-lead items specified and advise of strategies and courses of action to mitigate delays. Update the Project Summary Schedule accordingly.
- 1.4.8 Milestone Approvals:
 - Facilitate a Project Team meeting to review cost estimates, confirm Project priorities and scope, discuss Project priorities and risks, and facilitate required CITY reviews and approvals.
- 1.4.9 Milestone Report:
 - Prepare and distribute a 95% CD Milestone Report. This document summarizes the status of the scope, budget and schedule, includes the 95% CD Design

Review Report, and becomes the updated baseline control document for the Project.

1.4.10 Back-check Review:

• Following updates to the 95% CD documents, perform a review of the final 100% CD documents (the Bid Documents) to verify that all comments received in the prior reviews have been sufficiently addressed.

2. PERMIT / PROCUREMENT PHASE

CONTRACTOR will provide the following services during the Permit / Procurement Phase:

2.1 General Requirements

- 2.1.1 Management and Leadership:
 - Provide Project Team leadership to coordinate, facilitate, and manage the Project Team's endeavors to deliver the Permit / Procurement Phase consistent with the Project goals. Assist with critical decision-making for the Project. Provide qualified staff to deliver these services in support of the Project, as defined by the PDM.
 - Monitor performance of Architect in accordance with Architect's contract requirements, and alert CITY of any deficiencies or outstanding issues.
 - Monitor performance of Design-Assist Contractor in accordance with Designassist Contractor's contract requirements, and alert CITY of any deficiencies or outstanding issues.
- 2.1.2 Permit / Procurement Phase Duration:
 - Permit / Procurement Phase services are for a period of approximately eight (8) months. These services commence upon approval of the design phase by CITY.
- 2.1.3 Special Meetings:
 - Attend City Council sessions and City Planning & Design Commission meetings to make presentations or respond to questions regarding the Project.
- 2.1.4 Management Team Meetings:
 - Conduct bi-monthly meetings with the Management Team to discuss the overall progress of the Project. Maintain Project Status Report including action items for follow up.
- 2.1.5 Contract Management:
 - Manage professional services agreements for Architect and Design-Assist Contractor. Review invoices for compliance with agreement terms, coordinate clarifications and develop consolidated monthly invoices for CITY's approval and payment. Evaluate additional services requests from Architect and Design-Assist Contractor and make recommendations to CITY. Track contract spending and submit monthly reports to CITY.
- 2.1.6 Budget & Cost Reports:
 - With input from the Design-Assist Contractor and Architect, prepare a monthly Budget & Cost Report and submit to CITY. The Reports shall note the Project budget, the actual costs committed and paid to date, the estimated cost to complete the Project, and include a narrative outlining major changes and recommendations.

2.1.7 Schedule Updates:

• With input from the Design-Assist Contractor and Architect, prepare updates to the Project Summary Schedule as significant changes occur. The schedule will identify, coordinate, and record the activities of the Project Team on the Project and the milestones of the concurrent Memorial Auditorium Renovation and Convention Center Transformation projects, for the Project Team to use as a tool for managing to schedule objectives.

2.2 Guaranteed Maximum Price (GMP) Proposal

- 2.2.1 GMP Proposal Review and Approval:
 - Review the Design-Assist Contractor's GMP proposal(s) to facilitate delivery of the Project, including the Scope of Work, Summary of GMP, Schedule of Values, List of Drawings and Specifications, List of Clarifications and Assumptions, Project Schedule and Construction Management Plan.
 - Review and comment on GMP Proposal(s), including the Final Procurement Plan and the Final Construction Management Plan.
 - Submit a written report to CITY addressing the clarity and completeness of the GMP proposal(s), coordination of documents, consistency with the project budget, and recommendations to resolve any deficiencies.
 - Negotiate with Design-Assist Contractor to address deficiencies, amend GMP proposal(s) to meet Project requirements, and present to CITY for approval.
- 2.2.2 Subcontractor Outreach Presentation:
 - Attend and participate in a Subcontractor Outreach Presentation to address Project specifics. This presentation performed by the Design-Assist Contractor will convey the Project goals and promote interest in the construction work. The Design-Assist Contractor will prepare the agenda and presentation, provide notification, document discussions, and perform follow-up actions.
- 2.2.3 Subcontractor Pre-Bid Conferences:
 - Attend and participate in Subcontractor Pre-Bid Conferences and offer suggestions and recommendations to facilitate the delivery of the Project. These conferences chaired by the Design-Assist Contractor will convey the Project goals, selection process, lines of communication and approach to bid proposal submission for the Project. The Design-Assist Contractor will prepare the agenda and document the meeting discussions, follow-up actions, responsible Team member and agreed upon timelines.

2.2.4 Pre-Award Conference:

Assist CITY with a Pre-Award Conference with the Design-Assist Contractor and other Project Team members to facilitate the award of subcontractor construction contracts and commencement of construction. This conference provides a review and discussion of the proposed Subcontractors, Design-Assist Contractor's self-performed work, Design-Assist Contractor's proposed Contract Price, contingencies, date of construction commencement, and scheduling of the Pre-Construction Conference. Offer suggestions and recommendations to promote the Project delivery. CITY will prepare the agenda while the Design-Assist Contractor will document the conference discussions, follow-up actions, responsible Team member and agreed upon timelines.

EXHIBIT B PROFESSIONAL SERVICES AGREEMENT

FEE SCHEDULE/MANNER OF PAYMENT

- 1. CONTRACTOR's Compensation. The total of all fees paid to the CONTRACTOR for the performance of all services set forth in Exhibit A, including normal revisions (hereafter the "Services"), and for all authorized Reimbursable Expenses, shall not exceed the total sum of \$1,580,000.
- 2. Billable Rates. CONTRACTOR shall be paid for the performance of Services on an hourly rate, daily rate, flat fee, lump sum or other basis, as set forth in Attachment 1 to Exhibit B, attached hereto and incorporated herein.
- **3. CONTRACTOR's Reimbursable Expenses.** Reimbursable Expenses shall be limited to actual expenditures of CONTRACTOR for expenses that are necessary for the proper completion of the Services and shall only be payable if specifically authorized in advance by CITY.

4. Payments to CONTRACTOR.

- A. Payments to CONTRACTOR shall be made within a reasonable time after receipt of CONTRACTOR's invoice, in proportion to services performed or as otherwise specified in Attachment 1 to Exhibit B. CONTRACTOR may request payment on a monthly basis. CONTRACTOR shall be responsible for the cost of supplying all documentation necessary to verify the monthly billings to the satisfaction of CITY.
- B. All invoices submitted by CONTRACTOR shall contain the following information:
 - (1) Job/Project Name
 - (2) CITY's current Purchase Order Number
 - (3) CONTRACTOR's Invoice Number
 - (4) Date of Invoice Issuance
 - (5) Work Order Number (if applicable)
 - (6) CITY representative identified on the Purchase Order
 - (7) CONTRACTOR's remit address for payment
 - (8) Description of services billed under Invoice
 - (9) Amount of Invoice (itemize all authorized Reimbursable Expenses)
 - (10) Total Billed to Date under Agreement
- C. Items shall be separated into Services and Reimbursable Expenses. Billings that do not conform to the format outlined above shall be returned to CONTRACTOR for correction. CITY shall not be responsible for delays in payment to CONTRACTOR resulting from CONTRACTOR's failure to comply with the invoice format described above.

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- D. Submitting Invoices:
 - (1) **Email.** Submit email invoices and any attachments to:

apinvoices@cityofsacramento.org

(2) **Postal mail.** If emailing invoices and attachments is not an option, mail to:

A/P PROCESSING CENTER CITY OF SACRAMENTO 915 I ST FL 4 SACRAMENTO CA 95814-2608

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

ATTACHMENT 1 TO EXHIBIT B

COMPENSATION

Compensation is based on the planned schedule for design, permit, and procurement over a twenty-five (25) month period commencing on the Effective Date of this Agreement.

The breakdown is as follows:

Professional Services Fees	
Project Leadership	\$200,000
Project Management, Team Coordination and Reporting	\$680,000
Administrative Support	\$145,000
Contract Document & Invoice Reviews	\$55,000
Cost Estimating	\$30,000
Scheduling	\$30,000
Subtotal	\$1,140,000
Architectural Design Reviews	\$250,000
Subtotal	\$1,390,000
Authorized Reimbursable Expenses (not to exceed)	\$190,000
Total Compensation	\$1,580,000

CONTRACTOR will submit lump sum invoices on a monthly basis for all professional services fees for the following months:

- February 2017
- March 2017
- April 2017
- May 2017
- June 2017
- July 2017
- August 2017
- September 2017
- October 2017
- November 2017
- December 2017
- January 2018
- February 2018
- March 2018
- April 2018
- May 2018
- June 2018
- July 2018
- August 2018
- September 2018
- October 2018
- November 2018

- December 2018
- January 2019
- February 2019

Separate monthly invoices for Authorized Reimbursable Expenses will also be submitted.

BILLABLE RATES

The following hourly billable rates were used to establish the total compensation specified above.

- Project Director \$205
- Support Services Manager \$205
- Senior Project Manager \$190
- Contract Administrator \$175
- Project Manager \$165
- Estimator \$140
- Schedule Specialist \$140
- Assistant Project Manager \$130
- Project Administrator \$75
- Administrative Assistant \$70

EXHIBIT C

PROFESSIONAL SERVICES AGREEMENT

FACILITIES AND EQUIPMENT TO BE PROVIDED BY CITY

CITY shall [check one]

<u>Not</u> furnish any facilities or equipment for this Agreement;

or

<u>x</u> Furnish the following facilities or equipment for the Agreement [*list, if applicable*]:

Reasonable access to the Community Center Theater, as necessary, to perform the Services specified in Exhibit A.

EXHIBIT D PROFESSIONAL SERVICES AGREEMENT

GENERAL PROVISIONS

1. Independent Contractor.

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

sees fit provided that CONTRACTOR does not violate the provisions of Section 5, below.

- 2. Licenses; Permits, Etc. CONTRACTOR represents and warrants that CONTRACTOR has all licenses, permits, City Business Operations Tax Certificate, qualifications, and approvals of whatsoever nature that are legally required for CONTRACTOR to practice its profession or provide any services under the Agreement. CONTRACTOR represents and warrants that CONTRACTOR 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 CONTRACTOR to practice its profession or provide such Services. Without limiting the generality of the foregoing, if CONTRACTOR is an out-of-state corporation, CONTRACTOR 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.** CONTRACTOR 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 CONTRACTOR'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. CONTRACTOR Not Agent. Except as CITY may specify in writing, CONTRACTOR and CONTRACTOR's personnel shall have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. CONTRACTOR and CONTRACTOR's personnel shall have no authority, express or implied, to bind CITY to any obligations whatsoever.
- 5. Conflicts of Interest. CONTRACTOR 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 CONTRACTOR's performance of Services under this Agreement. CONTRACTOR 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. CONTRACTOR 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 CONTRACTOR is or employs a former officer or employee of the CITY, CONTRACTOR 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, CONTRACTOR 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. CONTRACTOR agrees to protect all City Information and treat it as strictly confidential, and further agrees that CONTRACTOR 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, CONTRACTOR 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 CONTRACTOR of this Section 6 shall be a material violation of this Agreement and

shall justify legal and/or equitable relief.

7. CONTRACTOR Information.

- A. CITY shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by CONTRACTOR pursuant to this Agreement. In this Agreement, the term "information" shall be construed to mean and include: any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, photostatting, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. CONTRACTOR shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by CITY.
- B. CONTRACTOR shall fully defend, indemnify and hold harmless CITY, its officers and employees, and each and every one of them, from and against any and all claims, actions, lawsuits or other proceedings alleging that all or any part of the information prepared, produced, or provided by CONTRACTOR pursuant to this Agreement infringes upon any third party's trademark, trade name, copyright, patent or other intellectual property rights. CITY shall make reasonable efforts to notify CONTRACTOR not later than ten (10) days after CITY is served with any such claim, action, lawsuit or other proceeding, provided that CITY's failure to provide such notice within such time period shall not relieve CONTRACTOR of its obligations hereunder, which shall survive any termination or expiration of this Agreement.
- C. All proprietary and other information received from CONTRACTOR by CITY, whether received in connection with CONTRACTOR's proposal to CITY or in connection with any Services performed by CONTRACTOR, will be disclosed upon receipt of a request for disclosure, pursuant to the California Public Records Act; provided, however, that, if any information is set apart and clearly marked "trade secret" when it is provided to CITY, CITY shall give notice to CONTRACTOR of any request for the disclosure of such information. The CONTRACTOR shall then have five (5) days from the date it receives such notice to enter into an agreement with the CITY, satisfactory to the City Attorney, providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff's attorney fees) incurred by CITY in any legal action to compel the disclosure of such information under the California Public Records Act. The CONTRACTOR shall have sole responsibility for defense of the actual "trade secret" designation of such information.
- D. The parties understand and agree that any failure by CONTRACTOR to respond to the notice provided by CITY and/or to enter into an agreement with CITY, in accordance with the provisions of subsection C, above, shall constitute a complete waiver by CONTRACTOR of any rights regarding the information designated "trade secret" by CONTRACTOR, and such information shall be disclosed by CITY pursuant to applicable procedures required by the Public Records Act.
- 8. Standard of Performance. CONTRACTOR shall perform all Services required pursuant to this

Agreement in the manner and according to the standards currently observed by a competent practitioner of CONTRACTOR's profession in California. All products of whatsoever nature that CONTRACTOR 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 CONTRACTOR's profession, and shall be provided in accordance with any schedule of performance specified in Exhibit A. CONTRACTOR shall assign only competent personnel to perform Services pursuant to this Agreement. CONTRACTOR shall notify CITY in writing of any changes in CONTRACTOR'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 CONTRACTOR 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, CONTRACTOR 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 CONTRACTOR's performance hereunder, in whole or in part, by giving a written notice of suspension to CONTRACTOR.
 If CITY gives such notice of suspension, CONTRACTOR 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 CONTRACTOR. If CITY gives such notice of termination, CONTRACTOR shall immediately cease rendering Services pursuant to this Agreement. If CITY terminates this Agreement:
 - (1) CONTRACTOR 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 CONTRACTOR the reasonable value of Services rendered by CONTRACTOR prior to termination; provided, however, CITY shall not in any manner be liable for lost profits that might have been made by CONTRACTOR had the Agreement not been terminated or had CONTRACTOR completed the Services required by this Agreement. In this regard, CONTRACTOR 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 CONTRACTOR. The foregoing is cumulative and does not affect any right or remedy that CITY may have in law or equity.

10. Indemnity.

- Indemnity: CONTRACTOR shall defend, hold harmless and indemnify CITY, its officers and Α. employees, and each and every one of them, from and against any and all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, costs and expenses of every type and description, including, but not limited to, any fees and/or costs reasonably incurred by CITY's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), including but not limited to Liabilities arising from personal injury or death, damage to personal, real or intellectual property or the environment, contractual or other economic damages, or regulatory penalties, arising out of or in any way connected with performance of or failure to perform this Agreement by CONTRACTOR, any subconsultant, subcontractor or agent, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, whether or not (i) such Liabilities are caused in part by a party indemnified hereunder or (ii) such Liabilities are litigated, settled or reduced to judgment; provided that the foregoing indemnity does not apply to liability for any damage or expense for death or bodily injury to persons or damage to property to the extent arising from the sole negligence or willful misconduct of CITY, its agents, servants, or independent contractors who are directly responsible to CITY, except when such agents, servants, or independent contractors are under the direct supervision and control of CONTRACTOR.
- B. <u>Insurance Policies; Intellectual Property Claims:</u> The existence or acceptance by CITY of any of the insurance policies or coverages described in this Agreement shall not affect or limit any of CITY's rights under this Section 10, nor shall the limits of such insurance limit the liability of CONTRACTOR hereunder. This Section 10 shall not apply to any intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of Section 7.B., above. The provisions of this Section 10 shall survive any expiration or termination of this Agreement.
- **11. Insurance Requirements.** During the entire term of this Agreement, CONTRACTOR shall maintain the insurance coverage described in this Section 11.

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

It is understood and agreed by the CONTRACTOR that its liability to the CITY shall not in any way be limited to or affected by the amount of insurance coverage required or carried by the CONTRACTOR in connection with this Agreement.

- A. Minimum Scope & Limits of Insurance Coverage
 - (1) <u>Commercial General Liability Insurance</u> 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 CONTRACTOR, its sub-consultants, and

subcontractors, products and completed operations of CONTRACTOR, its subconsultants, and subcontractors, and premises owned, leased, or used by CONTRACTOR, 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) <u>Automobile Liability Insurance</u> 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, nonowned, and/or hired autos as appropriate to the operations of the CONTRACTOR.

No automobile liability insurance shall be required if CONTRACTOR 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." ______ (CONTRACTOR initials)

- (3) <u>Excess Insurance</u>: The minimum limits of insurance required above may be satisfied by a combination of primary and umbrella or excess insurance coverage; provided that any umbrella or excess insurance shall contain, or be endorsed to contain, a provision that it shall apply on a primary basis for the benefit of the CITY, and any insurance or self-insurance maintained by CITY, its officials, employees, or volunteers shall be in excess of such umbrella or excess coverage and shall not contribute with it.
- (4) <u>Workers' Compensation Insurance</u> with statutory limits, and <u>Employers' Liability</u> <u>Insurance</u> with limits of not less than one million dollars (\$1,000,000). The Workers' Compensation policy shall include a waiver 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 CONTRACTOR 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." ______ (CONTRACTOR initials)

(5) <u>Professional Liability Insurance</u> providing coverage on a 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 _____ [check one] required for this Agreement.

If required, such coverage must be continued for at least __1___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. <u>Additional Insured Coverage</u>

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

C. Other Insurance Provisions

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

- (1) Except for professional liability, CONTRACTOR's insurance coverage, including excess insurance, shall be primary insurance as respects CITY, its officials, employees, and volunteers. Any insurance or self-insurance maintained by CITY, its officials, employees, or volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it.
- (2) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to CITY, its officials, employees, or volunteers.
- (3) Coverage shall state that CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (4) CITY will be provided with thirty (30) days written notice of cancellation or material change in the policy language or terms.

D. Acceptability of Insurance

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

E. <u>Verification of Coverage</u>

- (1) CONTRACTOR shall furnish CITY with certificates and required endorsements evidencing the insurance required. The certificates and endorsements shall be forwarded to the CITY representative named in Exhibit A. Copies of policies shall be delivered to the CITY on demand. Certificates of insurance shall be signed by an authorized representative of the insurance carrier.
- (2) For all insurance policy renewals during the term of this Agreement, CONTRACTOR 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 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 CONTRACTOR or cancel the Agreement if the insurance is canceled or CONTRACTOR otherwise ceases to be insured as required herein.

F. <u>Subcontractors</u>

CONTRACTOR 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, CONTRACTOR, for itself, its assignees and successors in interest, agrees as follows:
 - A. <u>Compliance With Regulations:</u> CONTRACTOR 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. <u>Nondiscrimination:</u> CONTRACTOR, 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. CONTRACTOR shall not participate either directly or indirectly in discrimination prohibited by the Regulations.
 - C. <u>Solicitations for Subcontractors, Including Procurement of Materials and Equipment:</u> In all solicitations either by competitive bidding or negotiations made by CONTRACTOR for

work to be performed under any subcontract, including all procurement of materials or equipment, each potential subcontractor or supplier shall be notified by CONTRACTOR of CONTRACTOR'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. <u>Information and Reports:</u> CONTRACTOR shall provide all information and reports required by the Regulations, or by any orders or instructions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the CITY to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the CITY, and shall set forth what efforts it has made to obtain the information.
- E. <u>Sanctions for Noncompliance</u>: In the event of noncompliance by CONTRACTOR with the nondiscrimination provisions of this Agreement, the CITY shall impose such sanctions as it may determine to be appropriate including, but not limited to:
 - (1) Withholding of payments to CONTRACTOR under this Agreement until CONTRACTOR complies;
 - (2) Cancellation, termination, or suspension of the Agreement, in whole or in part.
- F. <u>Incorporation of Provisions:</u> CONTRACTOR shall include the provisions of subsections A through E, above, in every subcontract, including procurement of materials and leases of equipment, unless exempted by the Regulations, or by any order or instructions issued pursuant thereto. CONTRACTOR shall take such action with respect to any subcontract or procurement as the CITY may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, CONTRACTOR may request CITY to enter such litigation to protect the interests of CITY.
- **13. Entire Agreement.** This document, including all Exhibits, contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Agreement. No alteration to the terms of this Agreement shall be valid unless approved in writing by CONTRACTOR, and by CITY, in accordance with applicable provisions of the Sacramento City Code.
- 14. Severability. If any portion of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.
- **15. Waiver.** Neither CITY acceptance of, or payment for, any Service or Additional Service performed by CONTRACTOR, nor any waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.

- 16. Enforcement of Agreement. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or 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 CONTRACTOR are material considerations for this Agreement. CITY has a strong interest in the qualifications and capability of the persons and entities that will fulfill the obligations imposed on CONTRACTOR under this Agreement. In recognition of this interest, CONTRACTOR 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.
- **19.** Use Tax Requirements. During the performance of this Agreement, CONTRACTOR, for itself, its assignees and successors in interest, agrees as follows:
 - A. <u>Use Tax Direct Payment Permit</u>: For all leases and purchases of materials, equipment, supplies, or other tangible personal property used to perform the Agreement and shipped from outside California, the Contractor and any subcontractors leasing or purchasing such materials, equipment, supplies or other tangible personal property shall obtain a Use Tax Direct Payment Permit from the California State Board of Equalization ("SBE") in accordance with the applicable SBE criteria and requirements.
 - B. <u>Sellers Permit</u>: For any construction contract and any construction subcontract in the amount of \$5,000,000 or more, Contractor and the subcontractor(s) shall obtain sellers permits from the SBE and shall register the jobsite as the place of business for the purpose of allocating local sales and use tax to the City. Contractor and its subcontractors shall remit the self-accrued use tax to the SBE, and shall provide a copy of each remittance to the City.
 - C. The above provisions shall apply in all instances unless prohibited by the funding source for the Agreement.

EXHIBIT E PROFESSIONAL SERVICES AGREEMENT

ADDITIONAL REQUIREMENTS FOR SURVEYING, MATERIAL TESTING, AND INSPECTION SERVICES

Land surveying, material testing, and inspection services provided for a City construction project during the design, pre-construction, construction, or post-construction phases of the project constitute "public works" under California Labor Code section 1720 *et seq.*, and are subject to the requirements of Chapter 1 of Part 7 of Division 2 of the Labor Code and its implementing regulations set forth in Title 8 of the California Code of Regulations. If this Agreement includes any of these services (hereafter collectively referred to as "Public Work"), the Contractor and any subcontractor or subconsultant performing any Public Work shall comply with all applicable requirements of the California Labor Code, including the following requirements:

 Workers' Compensation Certification. If this Agreement is for the performance of any Public Work, in accordance with California Labor Code section 1861 the Contractor shall sign the following certification:

> I am aware of the provisions of section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Contractor Signature

2. DIR Registration. California Labor Code section 1725.5 requires the Contractor and any subcontractor or subconsultant performing any Public Work under this Agreement to be currently registered with the California Department of Industrial Relations (DIR), as specified in Labor Code section 1725.5. Labor Code section 1771.1 provides that a contractor or subcontractor/subconsultant shall not be qualified to engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Labor Code section 1725.5.

To be completed by the City Representative if this Agreement is for the performance of any Public Work:

Contractor DIR registration #: _____

Prior to the performance of Public Work by any subcontractor or subconsultant under this Agreement, Contractor shall furnish City the subcontractor or subconsultant's current DIR registration number.

3. Payment of Prevailing Wages. If this Agreement is for the performance of any Public Work, and the amount of the Agreement is more than \$25,000, Contractor and any subcontractor or subconsultant performing any Public Work shall comply with the provisions of Sacramento City Code section 3.60.180 and applicable provisions of California Labor Code section 1770 *et seq.*, which require, among other things, that the Contractor and subcontractor(s)/subconsultant(s) pay not less than the prevailing rate of wages for Public Work, as determined by the Director of the California DIR pursuant to Labor Code section 1773. For any Public Work performed under this Agreement, Contractor and every subcontractor or subconsultant shall maintain payroll records and submit certified payroll records and other labor compliance documentation electronically to City staff when and as required by City. In addition, Labor Code section 1771.4 requires the Contractor and any subcontractor or subconsultant performing any Public Work to furnish electronic payroll records directly to the Labor Commissioner.

This Agreement is subject to compliance monitoring and enforcement by the California Department of Industrial Relations, as specified in Labor Code section 1771.4. The Contractor and any subcontractor or subconsultant performing Public Work will be subject to withholding and penalties for violation of prevailing wage requirements in accordance with applicable law, including Labor Code sections 1726, 1741, 1771.5, and 1775, and City Code section 3.60.180. Questions regarding the City's Labor Compliance Program should be directed to the contracts staff for the City Department issuing this Agreement.

- 4. Apprentices. If this Agreement is for the performance of any Public Work, and the amount of the Agreement is \$30,000 or more, the Contractor and any subcontractor or subconsultant performing any Public Work under this Agreement shall comply with Sacramento City Code section 3.60.190, section 1777.5 *et seq.* of the California Labor Code, and implementing regulations set forth in Title 8 of the California Code of Regulations, governing the employment of apprentices. The Contractor and any subcontractor or subconsultant performing Public Work will be subject to penalties for apprenticeship violations in accordance with Labor Code section 1777.7.
- 5. Working Hours. If this Agreement is for the performance of any Public Work, Contractor and any subcontractor or subconsultant performing any Public Work shall comply with, and be subject to enforcement under, the provisions of Sacramento City Code section 3.60.180 and California Labor Code section 1810 *et seq.*, governing the working hours of employees performing Public Work.
- 6. Subcontractors. The Contractor shall include these provisions in every subcontract or subagreement for every lower-tier subcontractor or subconsultant performing Public Work under this Agreement.

City of Sacramento



Welcome City of Sacramento - <u>My Account</u> - <u>Loqout</u>

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	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.												
t	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 CONTACT Nancy Ferrick												
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Ref: All Operations of the Named Insured. City of Sacramento, its officials, employees and volunteers are named as Additional Insured for General and Auto Liability. Insurance is primary and non-contributory per													
policy form. A Waiver of Subrogation applies to General Liability, Auto Liability and Workers Compensation.													
(See Attached Descriptions)													
CERTIFICATE HOLDER CANCELLATION													
City of Sacramento							SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN						
c/o EXIGIS LLC						ACCORDANCE WITH THE POLICY PROVISIONS.							
589 8th Ave FL8 New York, NY 10018						AUTHOR	ZED REPRESE	NTATIVE					
Stefanie Juller													
	© 1988-2014 ACORD CORPORATION. All rights reserved.												

DESCRIPTIONS (Continued from Page 1)

Professional Liability Deductible: \$50,000 per claim.

Professional Liability Retroactive Date: 09/01/1994.

EXCERPTS FROM: Fireman's Fund ABC MULTICOVER – AB 91 89 08 07

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING: AMERICAN BUSINESS COVERAGE

2. Blanket Additional Insured

Section II – Liability Coverage, Part I. Who Is An Insured, Item 2. is amended to include: f. Any person or organization that you are required by a written insured contract to

- include as an insured, subject to all of the following provisions:(1) Coverage is limited to their liability arising out of:
 - (a) the ownership, maintenance or use of that part of the premises, or land owned by, rented to, or leased to you; or
 - (b) your ongoing operations performed for that insured; or
 - (c) that insured's financial control of you; or
 - (d) the maintenance, operation or use by you of equipment leased to you by such person(s) or organization(s)

4. Blanket Waiver of Subrogation

Section II – Liability Coverage, Part K. Liability and Medical Payments General Conditions, is amended to include:

- 6. Transfer or Rights of Recovery Against Others to us and Blanket Waiver of Subrogation
 - b. If required by a written insured contract, we waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your operations or your work for that person or organization.
- 19. **Common Policy Conditions** (AB 00 09 A 01 87), Part H. Other Insurance, Item 2 is replaced with:
 - 2. Coverage C Liability

If other valid and collectible insurance is available to any insured for a loss we cover under Coverage C of this Coverage Part our obligations are limited as follows:

a. The insurance provided under this policy is primary if you are required by a written insured contract to include any person or organization as an insured, but only with respect to that insured's liability arising out of the ownership, maintenance, or use of that part of the premises owned by or rented to you, or your work for that insured by or for you. Any other insurance available to that person or organization is excess and noncontributory with this insurance.

EXCERPT FROM: PROPERTY/LIABILITY POLICY -- AB 90 00 12 93

II. K. 5. Separation of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or suit is brought.

Additional Insured - Owners, Lessees or Contractors - AB 90 67 12 93

Policy Amendment Section II

Insured Rider Levett Bucknall Ltd.

Policy Number AZC80912071

Effective Date 09/01/2016

Producer Dealey, Renton & Associates

Schedule

Name of Person(s) or Organization(s)

Description of Operations

City of Sacramento c/o EXIGIS LLC 589 8th Ave FL8 New York, NY 10018 Ref: All Operations of the Named Insured. NAME OF ADDITIONAL INSURED PERSON(S) OR ORGANIZATION(S) CONTINUED: City of Sacramento, its officials, employees and volunteers

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

The following is added to Part I - WHO IS AN IN-SURED in the Business Liability Section of this policy

5. The person or organization shown in the Schedule is also an insured, but only with respect to liability

arising out of your work for that insured by or for you.

All other terms and conditions of the policy apply.

This Form must be attached to Change Endorsement when issued after the policy is written. One of the Fireman's Fund Insurance Companies as named in the policy

had E Laborco

AB9067 12-93 Contains copyrighted Material of Insurance ServicesOffice, Inc., 1984

Insured:

Rider Levett Bucknall Ltd.

WZP81035018 Policy Number:

Effective Date: 09/17/2016

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

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

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

% of the California workers' compensation premium The additional premium for this endorsement shall be otherwise due on such remuneration.

SCHEDULE

Person or Organization

Job Description

Ref: All Operations of the Named Insured. PERSON OR ORGANIZATION CONTINUED: City of Sacramento, its officials, employees and volunteers

City of Sacramento c/o EXIGIS LLC

589 8th Ave FL8

New York, NY 10018

Countersigned by Michele C

Authorized Representative

Form WC 04 03 06 Process Date:

(1) Printed in U.S.A.

Policy Expiration Date:

MZA80319790

FleetCover® Endorsement - CA 70 18 10 14

Policy Amendment(s)

This endorsement modifies insurance provided under the following:

Business Auto Coverage Form Motor Carrier Coverage Form

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

A. Broadened Named Insured

Section II - Covered Autos Liability Coverage, A. Coverage, 1. Who Is An Insured, the following is added:

Any organization you own on the inception of this policy, or newly acquire or form during the policy period, and over which you maintain during the policy period, majority ownership or majority interest will qualify as a Named Insured if:

- (1) There is no other similar insurance available to that organization; and
- (2) The first Named Insured shown in the Declarations of this policy has the responsibility of placing insurance for that organization; and
- (3) The organization is incorporated or organized under the laws of the United States of America.

However:

- (a) Coverage under this provision is afforded only until the next occurring 12 month anniversary of the beginning of the policy period shown in the Declarations, or the end of the policy period, whichever is earlier; and
- (b) Coverage under this provision does not apply to **bodily injury** or **property damage** that results from an **accident** that occurred before you acquired or formed the organization; and
- (c) No person or organization is an **insured** with respect to any current or past partnership, or joint venture that is not shown as a Named Insured in the Declarations; and
- (d) Coverage under A.(1), (2) and (3) above does not apply to any organization that is covered as an insured under any other automobile liability insurance policy whose limits of insurance have been exhausted or whose insurer has become insolvent.

B. Broadened Who Is an Insured

- 1. Form CA0001 (if attached to this policy), Section II Covered Autos Liability Coverage, A. Coverage, 1. Who Is An Insured, item b.(2) is deleted, and d. is added as follows:
 - d. Your employee while using with your permission his owned auto, or an auto owned by a member of his or her household, in your business or your personal affairs, provided you do not own, hire or borrow that auto.

This Form must be attached to Change Endorsement when issued after the policy is written. One of the Fireman's Fund Insurance Companies as named in the policy

- 2. Form CA0020 (if attached to this policy), Section II Covered Autos Liability Coverage, A. Coverage, 1. Who Is An Insured, item b.(2) is deleted, and f. is added as follows:
 - f. Your employee or agent while using with your permission his owned private passenger type auto, or a private passenger type auto owned by a member of his or her household, in your business or your personal affairs, provided you do not own, hire or borrow that auto.

C. Additional Insured Coverage and Waiver of Subrogation

 Form CA0001 (if attached to this policy), Section II - Covered Autos Liability Coverage, A. Coverage, 1. Who Is An Insured, the following is added as item e.; and form CA0020 (if attached to this policy), Section II - Covered Autos Liability Coverage, A. Coverage, 1. Who Is An Insured; the following is added as item g.:

Any person or organization with respect to the operation, maintenance, or use, of a covered **auto**, provided that you and such person or organization have agreed under an expressed provision in a written **insured contract** or written agreement, or a written permit issued to you by a governmental or public authority, to add such person, organization, or governmental or public authority to this policy as an **insured**

However, such person or organization is an insured

- (1) Only with respect to the operation, maintenance, or use, of a covered auto; and
- (2) Only for bodily injury or property damage caused by an accident which takes place after:
 - (a) You executed the insured contract or written agreement; or
 - (b) The permit has been issued to you.
- Form CA0001 (if attached to this policy), Section IV Business Auto Conditions, A. Loss Conditions, item 5.; and form CA0020 (if attached to this policy), Section V Motor Carrier Conditions, A. Loss Conditions, item 6.; the following is added:

Waiver of Subrogation

If required by a:

- a. Written insured contract or written agreement executed prior to the accident; or
- b. Written permit issued to you by a governmental or public authority prior to the accident;

we waive any right of recovery we may have against any person or organization named in such contract, agreement or permit, because of payments we make for injury or damage arising out of a covered auto.

D. Auto Medical Payments - Increased Limit

For each covered auto described in the Declarations or shown in the Schedule as having Auto Medical Payments Coverage, the Medical Payments Limit of Insurance for those autos is revised to the greater of:

- 1. \$5,000; or
- 2. The limit shown in the Declarations.

E. Hired Auto Physical Damage Coverage and Loss of Use Expenses

Hired Auto Physical Damage Coverage

If Physical Damage Coverage is provided by this policy on your owned covered autos, the following applies:

CA7018 10-14 © 2014 Fireman's Fund Insurance Company, Novato, CA. All rights reserved. Any **auto** that you lease, hire, rent or borrow without a driver, will be covered under this policy for Physical Damage Coverage. However, any such **auto**:

- 1. Will be covered only for the same Physical Damage Coverage that applies to your owned covered autos;
- 2. Will be subject to the same applicable deductible shown in the Declarations that applies to your most similar owned covered **auto**, except any Comprehensive Coverage deductible does not apply to **loss** caused by fire or lightning; and
- 3. The most we will pay for any one loss in any one accident is the lesser of the following:
 - a. Actual Cash Value of the damaged or stolen property as of the time of the loss as determined by us; or
 - b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

In addition, we will pay costs and fees associated with such covered loss only for a maximum time period of seven days beginning with the date of loss, subject to a maximum of \$500.

However:

- (1) If form CA0001 is attached to this policy, this coverage does not apply to autos you lease, hire, rent or borrow from any of your employees, partners (if you are a partnership), members (if you are a limited liability company) or members of their households; and
- (2) If form CA0020 is attached to this policy, this coverage does not apply to any **private passenger type auto** you lease, hire, rent or borrow from any member of your household, any of your **employees**, partners (if you are a partnership), members (if you are a limited liability company), or agents or members of their households.

Hired Auto Loss of Use Expenses

Form CA0001 (if attached to this policy), Section III - Physical Damage Coverage, A. Coverage, 4. Coverage Extension, b. Loss of Use Expenses; and form CA0020 (if attached to this policy), Section IV - Physical Damage Coverage, A. Coverage, 4. Coverage Extension, b. Loss of Use Expenses; is deleted and replaced by the following:

- b. For Hired Auto Physical Damage, we will pay expenses for which an **Insured** becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses if caused by:
 - (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered **auto**;
 - (2) Specified Causes of Loss only if the Declarations indicate that Specified Causes of Loss is provided for any covered **auto**; or
 - (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered auto.

However, the most we will pay for any expenses for loss of use is \$100 per day, to a maximum of \$1,000.

F. Coverage Territory - Hired Auto

1. Form CA0001, (if attached to this policy), Section IV - Business Auto Conditions, B. General Conditions, 7. Policy Period, Coverage Territory, b.(5) is deleted and replaced by the following:

- (5) Anywhere in the world if a covered **auto** of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 180 days or less,
- 2. Form CA0020 (if attached to this policy), Section V Motor Carrier Conditions, B. General Conditions, 7. Policy Period, Coverage Territory, b.(5) is deleted and replaced by the following:
 - (5) Anywhere in the world if a covered auto of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 180 days or less,

G. Communication Equipment Coverage

Form CA0001 (if attached to this policy), Section III - Physical Damage Coverage, C. Limits of Insurance, Paragraph 1.b.; and form CA0020 (if attached to this policy), Section IV - Physical Damage Coverage, C. Limits of Insurance, Paragraph 1.b.; is deleted and replaced by the following:

b. All electronic equipment that reproduces , receives or transmits audio, visual or data signals in any one loss is \$1,500, if, at the time of loss, such electronic equipment is:

H. Tapes, Records, CDs and DVD Coverage

The Physical Damage Coverage Section is amended as follows:

- 1. The exclusion referring to tapes, records, discs, or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment does not apply.
- 2. Under Comprehensive Coverage Form CA0001 (if attached to this policy), Section III- Physical Damage Coverage, A. Coverage; and form CA0020 (if attached to this policy), Section IV- Physical Damage Coverage, A. Coverage; the following is added:

We will pay for loss to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

- a. Are your property, or that of a family member; and
- b. Are in a covered auto at the time of a loss.

The most we will pay for loss is \$250. No deductible applies to this coverage.

I. Personal Effects Coverage

Form CA0001 (if attached to this policy), Section III - Physical Damage Coverage, A. Coverage, 4. Coverage Extensions; and form CA0020 (if attached to this policy), Section IV - Physical Damage Coverage, A. Coverage, 4. Coverage, 4. Coverage Extension; item c. is added as follows:

c. Personal Effects Coverage

We will pay up to \$500 for loss for clothing items or other personal effects that are owned by an insured and are in a covered auto in the event of a covered loss.

Personal Effects do not include audio visual or electronic devices, money, giftcards, securities, jewelry, or tools.

This coverage is excess over any other collectible insurance.

No deductible applies to this coverage.

J. Airbag Coverage

Form CA0001 (if attached to this policy), Section III - Physical Damage Coverage, B. Exclusions, 3.a.; and form CA0020 (if attached to this policy), Section IV - Physical Damage Coverage, B. Exclusions, 3.a.; the following is added:

However, mechanical breakdown does not mean the unintended discharge of an airbag, provided that any loss covered under this provision is excess over any other collectable insurance or warranty designed to cover such unintended discharge.

K. Rental Reimbursement

Form CA0001 (if attached to this policy), Section III - Physical Damage Coverage, A. Coverage, 4. Coverage Extensions; and form CA0020 (if attached to this policy), Section IV - Physical Damage Coverage, A. Coverage, 4. Coverage, 4. Coverage, 4. Coverage Extension; item d. is added as follows:

d. Rental Reimbursement or Transportation Expenses

If loss occurs to a covered auto described or designated in the Declarations or Schedule and covered for Physical Damage Coverage, we will pay for rental expenses for the rental of a similar replacement auto and additional transportation expenses, incurred by you. This payment applies in addition to the otherwise applicable amount of each coverage you have on the covered auto. No deductible applies to this coverage.

However:

- (1) We will pay only for those expenses incurred by you that begin 24 hours after the covered loss.
- (2) We will cease paying for those expenses, regardless of the policy's expiration date, at the earlier of the following dates:
 - (a) The number of days reasonably required to repair or replace the covered **auto**. If **loss** is caused by theft, this number of days is added to the number of days it takes to locate and return the covered **auto** to you; or
 - (b) 45 days from the date this coverage begins.
- (3) Our payment is limited to the lesser of the following amounts:
 - (a) Necessary and actual expenses incurred by you; or
 - (b) \$1,500.
- (4) This coverage does not apply while there are spare or reserve autos available to you for your operations.
- (5) If loss results from the total theft of a covered private passenger type auto (if CA0020 is attached to this policy), or a covered private passenger auto (if CA0001 is attached to this policy), we will pay under this coverage only that amount of your covered rental expenses or additional transportation expenses which are not already provided for under the Physical Damage Coverage Extensions.

L. Extended Towing Coverage

1. Form CA0001 (if attached to this policy), Section III - Physical Damage Coverage, A. Coverage, 2. Towing, is deleted and replaced by the following:

2. Extended Towing

We will pay up to \$750 per disablement for towing and labor costs you incur each time your covered **auto** is disabled. However:

- a. All labor must be performed at the place of disablement; and
- b. If the covered auto is of the private passenger type, no deductible applies; and
- c. If the covered **auto** is not of the private passenger type, our obligation to pay will be reduced by a \$250 deductible per disablement.
- d. If the covered auto is not of the private passenger type and the disablement results from a loss covered under Section III Physical Damage Coverage, A. Coverage, Paragraphs 1, a., b., or c., there is no separate deductible for the Extended Towing Coverage.

For purposes of this coverage, disablement means a breakdown of the covered **auto** including mechanical breakdown, engine failure, or tire blowout, where repairs cannot be made roadside and a tow is required to remove the auto from the roadway and to seek additional services and repair.

- 2. Form CA0020 (if attached to this policy), Section IV Physical Damage Coverage, A. Coverage, 2. Towing Private Passenger Autos, is deleted and replaced by the following:
 - 2. Extended Towing

We will pay up to \$750 per disablement for towing and labor costs you incur each time your covered **auto** is disabled. However:

- a. All labor must be performed at the place of disablement; and
- b. If the covered auto is of the private passenger type, no deductible applies; and
- c. If the covered auto is not of the private passenger type, our obligation to pay will be reduced by a \$250 deductible per disablement.
- d. If the covered auto is not of the private passenger type and the disablement results from a loss covered under Section IV Physical Damage Coverage, A. Coverage, Paragraphs 1, a., b., or c., there is no separate deductible for the Extended Towing Coverage.

For purposes of this coverage, disablement means a breakdown of the covered **auto** including mechanical breakdown, engine failure, or tire blowout, where repairs cannot be made roadside and a tow is required to remove the auto from the roadway and to seek additional services and repair.

M. Cancellation - 120 Days Notice

If we cancel this policy for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured at the last mailing address known to us, written notice of cancellation at least 120 days prior to the effective date of cancellation.

N. Supplementary Payments - Increased Limits

Section II - Covered Autos Liability Coverage, 2. Coverage Extensions, a. Supplementary Payments, items (2) and (4) are deleted and replaced by the following:

(2) Up to \$2,500 for the cost of bail bonds (including bonds for related traffic law violations) required because of an **accident** we cover. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the insured at our request, including substantiated loss of earnings up to \$500 a day, because of time off from work.

O. Duties In The Event Of Accident, Claim, Suit Or Loss - Amended

Form CA0001 (if attached to this policy) Section IV - Business Auto Conditions, A. Loss Conditions, item 2. a.; and form CA0020 (if attached to this policy) Section V - Motor Carrier Conditions, A. Loss Conditions, item 2. a.; is deleted and replaced by the following:

- a. In the event of accident, claim, suit or loss, you must promptly notify us or our authorized representative when it becomes known to:
 - (1) You, if you are an individual;
 - (2) Your partner or member, if you are a partnership or joint venture;
 - (3) Your member, if you are a limited liability company;
 - (4) Your executive officer if you are an organization other than a partnership, joint venture or limited liability company; or
 - (5) Your authorized representative or insurance manager.

Knowledge of an accident, claim, suit or loss by other persons does not imply that the persons listed above have such knowledge.

Notice should include:

- (a) How, when and where the accident or loss occurred; and
- (b) The insured's name and address; and
- (c) To the extent possible, the names and address of any injured persons and witnesses.

P. Unintentional Failure to Disclose Hazards

Form CA0001 (if attached to this policy), Section IV - Business Auto Conditions, B. General Conditions, item 2.; and form CA0020 (if attached to this policy), Section V - Motor Carrier Conditions, B. General Conditions, item 2.; the following is added:

However, if you unintentionally fail to disclose any hazards existing at the inception date of this policy, we will not deny coverage under this Coverage Form because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

Q. Fellow Employee Coverage

Section II - Covered Autos Liability Coverage, B. Exclusions, 5. Fellow Employee, the following is added:

However, this exclusion does not apply if the **bodily injury** results from the use of a covered **auto** you own or hire, and provided that any coverage under this provision only applies in excess over any other collectible insurance.

R. Limited Mexico Coverage

WARNING

AUTO ACCIDENTS IN MEXICO ARE SUBJECT TO THE LAWS OF MEXICO ONLY - NOT THE LAWS OF THE UNITED STATES OF AMERICA. THE REPUBLIC OF MEXICO CONSIDERS ANY AUTO ACCIDENT A CRIMINAL OFFENSE AS WELL AS A CIVIL MATTER.

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IN SOME CASES THE COVERAGE PROVIDED HERE MAY NOT BE RECOGNIZED BY THE MEXICAN AUTHORITIES AND WE MAY NOT BE ALLOWED TO IMPLEMENT THIS COVER-AGE AT ALL IN MEXICO. YOU SHOULD CONSIDER PURCHASING AUTO COVERAGE FROM A LICENSED MEXICAN INSURANCE COMPANY BEFORE DRIVING IN MEXICO.

THIS ENDORSEMENT DOES NOT APPLY TO ACCIDENTS OR LOSSES WHICH OCCUR OUT-SIDE OF 25 MILES FROM THE BORDER OF THE UNITED STATES OF AMERICA.

Form CA0001 (if attached to this policy), Section IV - Business Auto Conditions, B. General Conditions, item 7.; and form CA0020 (if attached to this policy), Section V - Motor Carrier Conditions, B. General Conditions, item 7.; the following is added:

The coverage territory is extended to include Mexico, but only:

- (i) For accidents or losses occurring within 25 miles of the United States border; and
- (ii) For trips into Mexico of 10 days or less; and
- (iii) If the covered auto is principally garaged and principally used in the United States; and
- (iv) If the insured is a resident of the United States.

If a loss to a covered auto occurs in Mexico, we pay for such loss in the United States. If the covered auto must be repaired in Mexico in order to be driven, we will not pay for more than the actual cash value of such loss as determined by us at the nearest United States point where the repairs can be made.

Any insurance provided under this provision will be excess over any other collectible insurance.

S. Extended Glass Coverage

Form CA0001 (if attached to this policy), Section III - Physical Damage Coverage, A. Coverage, item 3.a.; and form CA0020 (if attached to this policy), Section IV - Physical Damage Coverage, A. Coverage, item 3.a.; is deleted and replaced by the following:

a. Glass breakage. If glass must be replaced, the deductible will be \$100 or the deductible shown in the Declarations, whichever is less. If glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

T. Broadened Definition of Bodily Injury

Form CA0001 (if attached to this policy), Section V - Definitions, item C.; and form CA0020 (if attached to this policy), Section VI - Definitions, item C.; is replaced by the following:

C. **Bodily injury** means bodily injury, sickness or disease sustained by a person including death or mental anguish resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

U. Customer Lease or Loan Physical Damage Coverage Extension

Form CA0001 (if attached to this policy), Section III - Physical Damage Coverage, C. Limits of Insurance; and form CA0020 (if attached to this policy), Section IV - Physical Damage Coverage, C. Limits of Insurance; item 4. is added as follows:

- 4. If your covered owned auto is:
 - (1) Shown in the Schedule and designated as covered for Physical Damage Coverage; and
 - (2) Shown in this policy as having a loss payee or additional insured-lessor; and

CA7018 10-14 © 2014 Fireman's Fund Insurance Company, Novato, CA. All rights reserved. (3) Incurs a covered total loss;

we will pay the greater of:

- (a) The actual cash value, as determined by us, of the damaged or stolen property as of the time of the total loss; or
- (b) The outstanding indebtedness under the initial finance agreement for the covered auto and its equipment.

As used here, outstanding indebtedness means the amount you owe on the finance agreement at the time of total loss:

- (i) Less any amounts representing taxes, overdue payments, penalties, interest, or charges resulting from overdue payments, additional mileage, excess wear and tear, or lease termination fees; and
- (ii) Less any administrative costs or overhead fees assessed by the finance company who has leased the covered auto to you; and
- (iii) Less security deposits not returned by the lessor; and
- (iv) Less costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
- (v) Less carry-over balances from previous loans or leases.

V. Two or More Deductibles

1. Section III - Physical Damage Coverage D. Deductible, of form CA0001 (if attached to this policy), the following is added:

If another Fireman's Fund Insurance Company policy or coverage form that is not an automobile policy or coverage form applies to the same accident or loss, the following applies:

- (1) If the deductible under this Business Auto Coverage Form is the lesser (or least) deductible, it will be waived.
- (2) If the deductible under this Business Auto Coverage Form is not the lesser (or least) deductible, it will be reduced by the amount of the lesser (or least) deductible.
- 2. Section IV Physical Damage Coverage, D. Deductible of form CA0020 (if attached to this policy), the following is added:

If another Fireman's Fund Insurance Company policy or coverage form that is not an automobile policy or coverage form applies to the same accident or loss, the following applies:

- (1) If the deductible under this Motor Carrier Coverage Form is the lesser (or least) deductible, it will be waived.
- (2) If the deductible under this Motor Carrier Coverage Form is not the lesser (or least) deductible, it will be reduced by the amount of the lesser (or least) deductible.

All other terms and conditions of the policy remain unchanged.

Insured: Rider Levett Bucknall Ltd.

Policy Number: WZP81028015

Effective Date: 09/17/2015

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

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

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

The additional premium for this endorsement shall be otherwise due on such remuneration.

% of the California workers' compensation premium

SCHEDULE

Person or Organization

Job Description

Ref: PN: M17100100. PERSON OR ORGANIZATION CONTINUED: City of Sacramento, its officials, employees and volunteers and PFocus

City of Sacramento c/o Ebix RCS PO Box 257 Portland, MI 48875-0257

Countersigned by Michele

Authorized Representative

Form WC 04 03 06 Process Date: (1) Printed in U.S.A.

Policy Expiration Date: