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**DEPARTMENT OF  
PUBLIC WORKS**

ENGINEERING DIVISION

THOMAS M. FINLEY  
ENGINEERING DIVISION MANAGER

**CITY OF SACRAMENTO**  
CALIFORNIA

927 TENTH STREET  
ROOM 200  
SACRAMENTO, CA  
95814-2705

916-449-8220

CONSTRUCTION SECTION  
640 BERCUIT DRIVE  
SUITE B  
SACRAMENTO, CA  
95814-0131

916-449-5282

**APPROVED**  
BY THE CITY COUNCIL

JUN 27 1989

OFFICE OF THE  
CITY CLERK

June 27, 1989

City Council  
Sacramento, California

**SUBJECT: Master Consultant Agreement for Materials Testing Services - Agreement  
Approval for Fiscal Year 1989-90**

**SUMMARY**

Approval of this agreement will continue the current Master Agreement system for routine materials testing services. Adoption of the attached resolution is recommended.

**BACKGROUND**

During the course of each fiscal year, the Construction Section of the Engineering Division has many projects that require materials testing of one type or another. The current system to handle the testing uses Individual Master Agreements issued to the five or six consultants in the Sacramento area who are capable of performing the desired testing. As a materials testing requirement arises for a project, an amendment to the Agreement with the particular consultant is issued, naming the project, the scope of work to be performed and the "not-to-exceed" dollar amount. This system alleviates the need to process complete consultant Agreements for each project, since an amendment is a single page as opposed to the ten or twelve pages required of a full Consultant Agreement.

**FINANCIAL DATA**

There will be no financial impact on the City. The funds to be expended through the Master Agreement system which have been appropriated in the Capital Improvement Program (Object Code 4802) and the operating budget (Line Items 4250, 4252 and 4258) depending on the nature of the individual projects.

City Council  
Master Consultant Agreement for Materials Testing Services  
June 27, 1989  
Page 2

POLICY CONSIDERATIONS

The Master Agreement system is a continuation of the policy to simplify the flow of paperwork through the City system.


MBE/WBE EFFORTS

There are currently no known MBE/WBE consultants in the Sacramento area capable of performing the materials testing required. Efforts will continue to be made to locate such MBE/WBE consultants.

RECOMMENDATION

It is recommended that the City Council adopt the attached resolution approving the Master Consultant Agreements for Materials Testing Services and authorizing the City Manager and Director of Public works to expend up to a maximum of \$150,000 during Fiscal Year 1989/90 for Materials Testing Services.

Respectfully submitted,

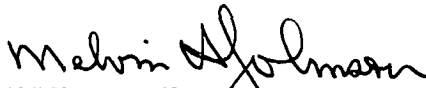
  
for THOMAS M. FINLEY  
Engineering Division Manager

Recommendation Approved:



WALTER J. SLIPE  
City Manager

Approved:

  
MELVIN H. JOHNSON  
Director of Public Works

CONTACT PERSON:

John Middlebrook  
Construction Manager, 449-5282

June 27, 1989  
All Districts

GDC:eh  
CE1-01.A

Attachment

# RESOLUTION NO. 89-507

ADOPTED BY THE SACRAMENTO CITY COUNCIL

ON DATE OF \_\_\_\_\_

**APPROVED**  
BY THE CITY COUNCIL

JUN 27 1989

**RESOLUTION APPROVING MASTER AGREEMENT FOR ENTERING  
INTO CONSULTANT AND PROFESSIONAL SERVICES MASTER  
AGREEMENT - MATERIALS TESTING SERVICES**

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SACRAMENTO:

1. The City Manager and City Clerk are hereby authorized and directed to execute on behalf of the City of Sacramento a Master Agreement for entering into Consultant and Professional Services Master Agreements Materials Testing Services.
2. The Director of Public Works is authorized and directed to execute the individual Consultant and Professional Services Master Agreement - Material Testing Services on behalf of the City of Sacramento. The Director of Public Works may delegate to the Construction Manager the authority to execute individual Master Materials Testing Agreement Addendums on behalf of the City of Sacramento.
3. The City Manager and the Director of Public Works are hereby authorized to expend funds up to a maximum of \$150,000 during Fiscal Year 1989/90 for Material Testing Services.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

JMAGRMT

FOR CITY CLERK USE ONLY

RESOLUTION NO.: \_\_\_\_\_

DATE ADOPTED: \_\_\_\_\_

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CITY OF SACRAMENTO

MASTER AGREEMENT FOR ENTERING INTO  
CONSULTANT AND PROFESSIONAL SERVICES  
MASTER AGREEMENT - MATERIALS TESTING SERVICES

This MASTER AGREEMENT is made at Sacramento, California, as of July \_\_, 1989, for the purpose of authorizing individual CONSULTANT AND PROFESSIONAL SERVICES MASTER AGREEMENT - MATERIALS TESTING SERVICES and in addition authorize individual addendums for materials testing on specific projects under the appropriate individual CONSULTANT AND PROFESSIONAL SERVICES MASTER AGREEMENT - MATERIALS TESTING SERVICES as follows:

- 1. Services: The individual Consultant and Professional Services Master Agreement - Materials Testing Services executed under this MASTER AGREEMENT shall be limited to routine material testing services used for quality control on construction projects being inspected and/or administered by City staff. The Professionals' price list and fee schedule for testing shall be incorporated in Exhibit B.

The Master Materials Testing Agreement Addendum shall be used by the City as a Notice to Proceed to the Professional for specific materials testing stated in the addendum required for a specific project under the terms of the individual CONSULTANT AND PROFESSIONAL SERVICES MASTER AGREEMENT - MATERIALS TESTING SERVICES. The sum expended on all the Master Materials Testing Agreement Addendums shall not exceed the amount listed under PAYMENTS below. Public Works Administration shall maintain a running balance on the amount spent.

- 2. Payments: Funding for material testing is derived from awarded Capital Improvement projects or from development fees. The total expended for all agreements and amendments executed under this MASTER AGREEMENT shall not exceed \$150,000.
- 3. City Attorney Review: The City Attorney will approve each Consultant and Professional Services Master Agreement Materials Testing Services executed under this MASTER AGREEMENT for form and general provisions.
- 4. Authority to Execute Individual Professional Services Master Agreement Materials Testing Services Agreement.

Authority is hereby granted to the Director of Public Works to execute individual Consultant and Professional Services Master Agreement Materials Testing Services Agreements.

- 5. Authority to Execute Master Materials Testing Agreement Addendums.

The Director of Public Works may delegate authority to execute Master Materials Testing Addendums to the Consultant and Professional Services Master Agreement Materials Testing Services Agreement to the Construction Manager.

6. Term: No individual Consultant and Professional Services Master Agreement Materials Testing Services or Materials Testing Addendum shall be executed under this agreement after June 30, 1990.

Executed as of the day first above stated.

ATTEST:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
City Manager

Approved as to form:

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

JMAGRMT

MASTER MATERIALS TESTING AGREEMENT ADDENDUM

\_\_\_\_\_  
(City Master Agreement Testing Agreement Control No.)      With \_\_\_\_\_ (Firm)

Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

City Project No. and Name \_\_\_\_\_

Estimated days of construction contract \_\_\_\_\_

Materials testing services requested: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The total cost for materials testing under this addendum is estimated to be \$ \_\_\_\_\_.

Construction Section Representative who shall receive testing results:

\_\_\_\_\_  
Phone: \_\_\_\_\_

c/o City of Sacramento  
Department of Public Works  
Engineering Division  
Construction Section  
640 Bercut Drive, Suite B  
Sacramento, CA 95814

Authorized by \_\_\_\_\_  
John Middlebrook, Construction Manager

Department: \_\_\_\_\_

Division: \_\_\_\_\_

CITY OF SACRAMENTO  
CONSULTANT AND PROFESSIONAL SERVICES MASTER AGREEMENT  
MATERIALS TESTING SERVICES

**THIS AGREEMENT** is made at Sacramento, California, as of \_\_\_\_\_, 19\_\_\_\_, by and between the CITY OF SACRAMENTO, a municipal corporation ("City") and

\_\_\_\_\_  
(Consultant)

\_\_\_\_\_  
(Address) (City) (State) (Zip)

("Consultant"), who agree as follows:

1. **Services.** Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in Exhibit A. Consultant shall provide said services at the time, place, and in the manner specified in Exhibit A. The Consultant shall not be compensated for services outside the Scope of Exhibit A unless prior to the commencement of such services: (a) Consultant notifies the City that such service is deemed an additional service and Consultant estimates the additional compensation required for this activity; and (b) the City, after notice, approves the additional service and amount of compensation therefor.
2. **Payment.** City shall pay Consultant for services rendered pursuant to this Agreement at the times and in the manner set forth in Exhibit B. The payments specified in Exhibit B shall be the only payments to be made to Consultant for services rendered pursuant to this Agreement unless pursuant to Paragraph 1 above, City approved additional compensation for additional services. Consultant shall submit all billings for said services to City in the manner specified in Exhibit B, then according to the usual and customary procedures and practices which Consultant uses for billing clients similar to City.



3. Facilities and Equipment. Except as set forth in Exhibit C, Consultant shall, at its sole cost and expense, furnish all facilities and equipment which may be required for furnishing services pursuant to this Agreement. City shall furnish to Consultant only the facilities and equipment listed in Exhibit C according to the terms and conditions set forth in Exhibit C.
4. General Provisions. The general provisions set forth in Exhibit D, which include insurance requirements, are part of this Agreement. In the event of any inconsistency between said general provisions and any other terms or conditions of this Agreement, this Agreement shall control over the general provisions.
5. City Representative. The City Representative specified in Exhibit A, or the representative's designee, shall administer this Agreement for the City.
6. Exhibits. All exhibits referred to herein are attached hereto and are by this reference incorporated herein.

Executed as of the day and year first above stated.

CITY OF SACRAMENTO  
A Municipal Corporation

CONSULTANT:

CITY:

\_\_\_\_\_

\_\_\_\_\_

(Title)

(Consultant Title)

(Address)

APPROVED AS TO FORM:

(City/State/Zip)

\_\_\_\_\_  
CITY ATTORNEY

ATTEST:

\_\_\_\_\_  
CITY CLERK

Attachments:  
Exhibit A      Exhibit C  
Exhibit B      Exhibit D

EXHIBIT A

CONSULTANT AND PROFESSIONAL SERVICES MASTER AGREEMENT

MATERIALS TESTING SERVICES

REPRESENTATIVES AND SERVICES TO BE PROVIDED

BY \_\_\_\_\_

1. Representatives:

The City Representative for this Agreement is:

John Middlebrook                      Construction Manager                      449-5510  
(Name)    (Title)    (Telephone)

All Consultant questions pertaining to this Agreement will be referred to the above named person, or the representative's designee.

The Consultant Representative for this Agreement is:

\_\_\_\_\_  
(Name)    (Title)    (Telephone)

All City questions pertaining to this Agreement will be referred to the above named person. All correspondence to the City will be addressed to:

City of Sacramento  
Department of Public Works, Engineering Division  
Construction Section, 640 Bercut Drive, Suite B  
Sacramento, CA 95814  
Attn: John Middlebrook, Construction Manager

2. Services

The Consultant will perform the following services within 24 hours from the time the services are requested for specific projects authorized by an individual Master Materials Testing Agreement Addendum:

Perform all technical services under the general direction of a Registered Professional Engineer and in substantial accordance with the basic requirements of the appropriate Standards of the American Society for Testing and Materials, where applicable, or other standards designated by the City.

Provide only those services that, in the opinion of the Consultant, lie within the technical and professional areas of expertise of the Consultant and which the Consultant is adequately staffed and equipped to perform and which are listed and included in Exhibit B.

Employ testing machines which have been calibrated within a period not exceeding twelve (12) months from time of use by devices of accuracy traceable to the National Bureau of Standards of the United States Department of Commerce, and, upon request, submit to the City authorized representative documentation of such calibration.

Promptly submit formal reports of all tests, inspections, and services performed indicating, where applicable, compliance with the project specifications or other contract documents. Such reports shall be complete and factual as to the tests performed, methods employed, values obtained, and parts of the structure or project area involved.

Consider all reports to be confidential property of the City and distribute reports only to those persons, organizations, or agencies specifically designated in writing by the City or its authorized representative.

Retain all pertinent records relating to the services performed for a period of five years following submission of report, during which period the records will be made available to the City at all reasonable times.

The Consultant shall not be responsible for acts of omission of any party or parties involved in the design of the project or the failure of any contractor or subcontractor to construct any aspect of the project in accordance with recommendations contained in any correspondence or verbal recommendation issued by the Consultant.

The only warranty made by the Consultant in connection with its services performed hereunder is that it will use that degree of care and skill as set forth above. No other warranty, expressed or implied, is made or intended for services provided hereunder or for furnishing oral or written reports of findings made.

The Consultant is not authorized to revoke, alter, relax, enlarge or release any requirement of the project specifications or other contract documents or to approve or accept any portion of the work, unless specifically authorized in writing by the City or its authorized representative. The Consultant shall not have the right of rejection nor the right to stop the work, except for such periods as may be required to conduct the sampling, testing, or inspection of operations covered by the Agreement.

EXHIBIT B

CONSULTANT AND PROFESSIONAL SERVICES MASTER AGREEMENT

MATERIALS TESTING SERVICES

WITH \_\_\_\_\_

FEE SCHEDULE/MANNER OF PAYMENT

The term of this contract shall be for a period of \_\_\_\_\_  
commencing from \_\_\_\_\_  
(date)

City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth as follows:

City shall pay Consultant during the term of this contract a sum for services rendered and invoiced at a rate in accordance with the attached fee schedule. Consultant shall perform work requested by City on a Master Materials Testing Agreement Addendum.

Consultant shall submit a statement for services rendered on a monthly basis for each separate Addendum. The fees for services rendered on this project shall be charged in accordance with the attached price schedule for tests and travel expenses. The attached schedule of fees shall be considered a part of Exhibit B.

City shall make no payment for additional services or expenses unless such services and expenses are approved in advance by the City.

Requests for payment shall be sent to:

City of Sacramento, Engineering Division  
Construction Section, 640 Bercut Drive, Suite B  
Sacramento, CA 95814  
Attn: John Middlebrook, Construction Manager  
Ref: PN/JN No. & Name \_\_\_\_\_

EXHIBIT C

CONSULTANT AND PROFESSIONAL SERVICES MASTER AGREEMENT

MATERIALS TESTING SERVICES

WITH \_\_\_\_\_

FACILITIES AND EQUIPMENT TO BE PROVIDED BY CITY

The City will provide the Consultant with all plans, specifications, addenda, change orders, approved shop drawings, and other information as requested by the Consultant for the proper performance of the Consultant.

The City will issue authorization in writing giving the Consultant free access to the project site and to all shops or yards where materials are prepared or stored.

The City will designate in writing a person or firm to act as the City's representative with respect to the Consultant's services to be performed under this Agreement, such person or firm to have complete authority to transmit instructions, receive information and data, interpret and define the City's policies and decisions with respect to the project and to order, at the City's expense, such technical services as may be requested by the Consultant.

The City will designate in writing those persons or firms who are authorized to receive copies of the Consultant's inspection and test reports.

The City will advise the Consultant sufficiently in advance of any operations to allow for assignment of personnel by the Consultant for completion of the required services. Such advance notice shall be in accordance with that established by mutual agreement of the parties.

## EXHIBIT D

### GENERAL PROVISIONS

1. Independent Contractor. At all times during the term of this Agreement, Consultant shall be an independent Contractor and shall not be an employee of the City. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement; however, the City shall not have the right to control the means by which Consultant accomplished services rendered pursuant to this Agreement.
2. Licenses; Permits; Etc. Consultant represents and warrants to City that it has all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole costs and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for Consultant to practice its profession.
3. Time. Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for satisfactory performance of Consultant's obligations under this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.
4. Consultant No Agent. Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.
5. Assignment Prohibited. No party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.
6. Personnel. Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by Consultant to perform services pursuant to this Agreement, Consultant shall remove any such person immediately upon receiving notice from City of the desire of City for the removal of such person or persons.
7. Standard of Performance. Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in California. All products of whatsoever nature which Consultant delivers to City pursuant to this Agreement shall be prepared in a workmanlike manner and conform to the standards of quality normally observed by a person practicing in Consultant's profession.

8. **Termination.** City shall have the right to terminate this Agreement at any time by giving notice of such termination to Consultant. In the event City shall give such notice of termination, Consultant shall immediately cease rendering services pursuant to this Agreement.

In the event City shall terminate this Agreement:

- (1) Consultant shall deliver copies of all writings prepared by it pursuant to this Agreement. The term "writings" shall be construed to mean and include:
- handwriting, typewriting, printing, photostating, photographing, and every other means of recording upon any tangible thing any form of communication or representation, including letter, works, pictures, drawings, sounds, or symbols, or combinations thereof.
- (2) City shall have full ownership and control of all such writings delivered by Consultant pursuant to this Agreement.
- (3) City shall pay Consultant the reasonable value of services rendered by Consultant pursuant to this Agreement; provided, however, City shall not in any manner be liable for lost profits which might have been made by Consultant had Consultant completed the services required by this Agreement. In this regard, Consultant shall furnish to City such financial information as in the judgment of the City Representative is necessary to determine the reasonable value of the services rendered by Consultant. In the event of a dispute as to the reasonable value of the services rendered by Consultant, the decisions of the Director of the City Department administering this Agreement shall be final. The foregoing is cumulative and does not affect any right or remedy which City may have in law or equity.

9. **Indemnity and Hold Harmless.** The Consultant shall assume the defense of, and indemnify and save harmless, the City, its officers, employees, and agents, and each and every one of them, from and against all actions, damages, costs, liability, claims, losses, and expenses of every type and description to which any or all of them may be subjected, by reason of, or resulting from, directly or indirectly, the negligent performance of this contract by Consultant whether within or without the scope of this contract, whether or not caused in part by a party indemnified hereunder. The foregoing shall include, but not be limited to, any attorney fees reasonably incurred by City.

10. **Equal Employment Opportunity.** During the performance of this agreement, Consultant, for itself, its assignees and successors in interest, agrees as follows:

- A. **Compliance With Regulations:** Consultant shall comply with the Executive Order 11246 entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60), hereinafter referred to as the "Regulations".

- B. **Nondiscrimination:** Consultant, with regard to the work performed by it after award and prior to completion of the work pursuant to this Agreement, shall not discriminate on the grounds of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual preference in the selection and retention of subcontractors, including procurement of materials and leases of equipment. Consultant shall not participate either directly or indirectly in discrimination prohibited by the Regulations.
- C. **Solicitations for Subcontractors, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiations made by Consultant for work to be performed under any subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified by Consultant of Consultant's obligation under this Agreement and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual preference.
- D. **Information and Reports:** Consultant shall provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the City of Sacramento to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of Consultant is in the exclusive possession of another who fails or refuses to furnish this information, Consultant shall so certify to the City of Sacramento, and shall set forth what efforts it has made to obtain the information.
- E. **Sanctions for Noncompliance:** In the event of noncompliance by Consultant with the nondiscrimination provisions of this agreement, the City of Sacramento shall impose such contract sanctions as it may determine to be appropriate including, but not limited to:
- (1) Withholding of payments to Consultant under the contract until Consultant complies;
  - (2) Cancellation, termination, or suspension of the agreement, in whole or in part.
- F. **Incorporation of Provisions:** Consultant shall include the provisions of Paragraphs A through E in every subcontract, including procurement of materials and leases of equipment, unless exempt by Regulations, order, or instructions issued pursuant thereto. Consultant shall take such action with respect to any Regulations, order or instructions issued pursuant thereto.



Consultant shall take such action with respect to any subcontract or procurement as the City of Sacramento may direct as a means of enforcing such provisions including sanctions for noncompliance; provided; however, that in the event Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction; Consultant may request City to enter such litigation to protect the interests of the City.

11. Insurance Requirements. During the duration of this Agreement Consultant shall maintain the following noted insurance:

<u>Coverage</u>	<u>Required</u>	<u>Not Required</u>
Broad Form Comprehensive Liability	_____	_____
Business Auto Liability	_____	_____
Workers' Compensation & Employers' Liability	_____	_____
Professional Liability (Errors and Omissions)	_____	_____

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

- 1) Insurance Services Office form number GL 0404 (Broad Form Comprehensive General Liability);
- 2) Insurance Services Office form number CA 0001 (Ed. 1/78) (Automobile Liability, Code 1 "any auto");
- 3) Workers' Compensation as required by the Labor Code of the State of California, and Employers' Liability insurance.
- 4) Professional Liability (Errors and Omissions) insurance against loss due to error, omission or malpractice.

B. Minimum Limits of Insurance

Consultant shall maintain limits no less than:

- 1) Comprehensive General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
- 2) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.

- 3) Workers' Compensation and Employers' Liability: Workers' Compensation limits as required by the Labor Code of the State of California and Employers' Liability limits of \$1,000,000 per accident.
- 4) Professional Liability (Errors and Omissions): \$ \_\_\_\_\_ combined single limit per occurrence.

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and be approved by the City.

D. Other Insurance Provisions

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

1) General Liability and Automobile Liability Coverages

- a. The City, its officials, employees and volunteers are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, leased or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees or volunteers.
- b. The Consultant's insurance coverage shall be primary insurance as respects the City, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees or volunteers shall be excess of Consultant's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officials, employees or volunteers.
- d. Coverage shall state that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2) Workers' Compensation and Employers' Liability Coverages

The insurer shall agree to waive all rights of subrogation against the City, its officials, employees and volunteers for losses arising from work performed by Consultant for the City. This requirement may, however, be waived in individual cases at the discretion of the City.

3) All Coverages

Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

E. Acceptability of Insurers

Insurance is to be placed with insurers with a Bests' rating of no less than A:XIII. This requirement may, however, be waived in individual cases: provided, however, that in no event will a carrier with a rating below A:X be acceptable.

F. Verification of Coverage

Consultant shall furnish the City with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. The certificates and endorsements are to be on forms provided by the City and are to be forwarded to the City Representative named in Exhibit A.

G. Payment Withhold

The City will withhold payments to the Consultant, if certificates of insurance required in Paragraph F above have not been provided.